



# NKOMAZI SEZ

TREASURE OF OPPORTUNITIES

TENDER NUMBER NSEZ002

APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

CLOSING DATE: FRIDAY, 22 AUGUST 2025

NAME OF BIDDER: .....

CSD REG NO.: .....

CIDB NO.: .....

TEL NUMBER: .....

Prepared for:

Nkomazi SEZ SOC Ltd

**Building 4,  
45 Samora Machel Drive,  
Mbombela Square,  
Mbombela, 1200**

Technical enquiries: A van Niekerk  
[info@nkomazisez.gov.za](mailto:info@nkomazisez.gov.za)

SCM enquiries: B Khoza  
[bkhoza@nkomazisez.gov.za](mailto:bkhoza@nkomazisez.gov.za)

Email Address: [info@nkomazisez.gov.za](mailto:info@nkomazisez.gov.za)

**APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

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**NKOMAZISEZ**  
TREASURE OF OPPORTUNITIES

An Entity of the Department of Economic Development and Tourism

CIVIL ENGINEERING CONSTRUCTION  
WORKS CONTRACTOR – SITE  
CLEARANCE

Portion 58 farm  
Komatipoort Townlands 182 JU  
Komatipoort, 1340  
Email: [info@nkomazisez.co.za](mailto:info@nkomazisez.co.za)  
Website: [www.nkomazisez.co.za](http://www.nkomazisez.co.za)

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**APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

**PART A: BID DOCUMENT**

**1. INVITATION TO BID**

**PART1**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE MPUMALANGA DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM</b>					
BID NUMBER:	<b>NSEZ002</b>	CLOSING DATE:	<b>22 AUGUST 2025</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>MR BT KHOZA</b>		CONTACT PERSON	<b>Mr. Andre Van Niekerk</b>	
TELEPHONE NUMBER	<b>0723275768</b>		TELEPHONE NUMBER	<b>0828166907</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<b>bkhoza@nkomazisez.gov.za</b>		E-MAIL ADDRESS	<b>info@nkomazisez.gov.za</b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					



**APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

**2. BID DATA**

**PART2**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.</p> <p>1.4. THE <b>NEC 3 PROFESSIONAL SERVICE CONTRACT</b> AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, APPLY TO THIS BID.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 <b>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</b></p> <p>2.2 BIDDERS MUST 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</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MUST ALSO SUBMIT A PRINTED TAX COMPLIANCE (TCS) CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED &amp; CSD PRINT OUT, NO OLDER THAN 1 MONTH, MUST BE SUBMITTED</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD REPORT.</p> <p>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."</p>

**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: .....

DATE: .....

(Proof of authority must be submitted e.g. company resolution)

### 3 BID RULES

3.1 Documents will be available from 31 July 2025 and can be downloaded **from NSEZ website under the procurement tab ([www.nsez.co.za](http://www.nsez.co.za)) and e-bid portal.**

Bidders should note that a non-refundable deposit is not required to obtain bid documents.

Queries relating to the issues of these documents may be addressed to persons as indicated on form SBD1

Tender documents can be viewed and downloaded at no cost [www.nsez.co.za](http://www.nsez.co.za) and National Treasury Portal from **Thursday, 31 July 2025**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

**A compulsory briefing session will be held on Thursday, 07 August 2025 at 10h00 at the Nkomazi SEZ site in Komatipoort.**

Where Tenders should be submitted – Completed Tender and other returnable documents must be submitted (together) in a sealed envelope and in PDF format in a USB on or before **Thursday, 22 August 2025 not later than 12h00**.

**All tenders are to be submitted at Building 4, Ground floor, 45 Samora Machel Drive, Mbombela Square, Mbombela, 1200 in the tender box clearly marked Nkomazi SEZ SOC LTD.**

**Tender Documents received by telegram, fax and post will not be considered. Late Tenders shall not be accepted.**

**Enquiries:**

**Technical :** Andre van Niekerk 082 816 6907

**Supply Chain Management :** Mr B Khoza 072 327 5768

**e-mail:** [info@nkomazisez.gov.za](mailto:info@nkomazisez.gov.za)

**Special Conditions:**

***Nkomazi SEZ SOC LTD reserves the right to appoint for the whole or part of the tender or not to appoint at all and no Tender will be considered from persons who are in the service of the state.***

All Bidders who did not attend the Compulsory Site Briefing shall automatically be disqualified.

3.2 The **Employer** is:

Name: **The Nkomazi Special Economic Zone SOC**

Address: 58 Farm, Komatipoort Townlands, 182 JU

3.3 Only those bidders who are registered with the **CIDB 5G or 5CE** or are **capable of being so prior to the evaluation of submissions**, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bid for a **Grade 5GB or higher class** of construction work, are eligible to submit bids.

**Joint Ventures** are eligible to submit bids provided that:

3.1.1 every member of the joint venture is **registered with the CIDB**;

3.1.2 the lead partner has a contractor grading designation in the **Grade 5GB** or higher class of construction work; and

3.1.3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a **(5GB or higher)** class of construction work.

3.4 No alternative bid offers will be considered

3.5 Documents should strictly be completed in black ink only by the bidder. Mistakes made by the bidder on the documents shall not be erased with correcting fluid. A line should be drawn through the incorrect entry and the correct information included next to that. The bidder must initial information on the line drawn. If not done accordingly, the bid shall be disqualified. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

3.6 The **pricing schedule must be fully completed and signed**; else the Bidder will be excluded for further evaluation. Rates shall be summed up on the summary page and VAT must be added to produce the Total Bid Amount. The Total Bid Amount must be transferred to the Form of Offer and Acceptance.

3.7 Value Added Tax at 15% must be included in their pricing. If a bidder is not registered with SARS for VAT purposes and is awarded the Contract, the value of which is above the threshold required for registration as a VAT Vendor, the successful bidder must submit proof that the Bidder has applied for VAT Vendor registration within 14 days of the signing of the contract with the Department, failure of which shall result in the VAT not being paid to the successful bidder.



- 3.8 The Nkomazi SEZ Entity SOC, **reserves the right to appoint the bidder that proves to be fully capable** and qualified to handle and execute the job.
- 3.9 The Nkomazi SEZ Entity SOC, **reserves a right not to appoint the lowest or any bidder.**
- 3.10 Bids submitted **must be in line with the detailed specification.** Failure to bid accordingly will automatically disqualify the submitted bid.
- 3.11 The Nkomazi SEZ Entity SOC, **reserves the right to cancel or withdraw this bid** if:
- 3.11.1 Due to **changed circumstances**, there is no longer a need for these services;  
or
  - 3.11.2 **Funds are no longer available** to cover the total envisaged expenditure; or
  - 3.11.3 **No acceptable bids** are received; or
  - 3.11.4 There is a **material irregularity** in the Bid Process.
- 3.12 In the case of **sub-contracting** or **joint venture** agreement, The Nkomazi SEZ Entity SOC, will enter into a **single contract** with the principal bidder.
- 3.13 Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, **reserves the right to call interviews** with short-listed bidders before final selection.
- 3.14 The Nkomazi SEZ Entity SOC, **reserves the right** to, at its sole discretion, **seek clarification and/or further supporting information** from any or all bidders, during the bid adjudication process. During this process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought by the Bidder, offered or permitted by The Nkomazi SEZ Entity SOC,.
- 3.15 Without limiting the generality above, The Nkomazi SEZ Entity SOC, may, in its sole discretion:
- 3.15.1 **Investigate evidence of the ability and experience of a Bidder** under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and

3.15.2 Require or seek out **confirmation from other parties** of information furnished by a Bidder.

- 3.16 The Nkomazi SEZ Entity SOC, reserves the right to conduct **supplier due diligence** prior to final award or at any time during the contract period. This may include surprise site visits.
- 3.17 Bidders shall be registered on the Department of National Treasury's Central Supplier Database (CSD) and a printout of the **CSD Registration Report** showing the company's current status must be included in the bid. This document must indicate Vat and Tax Registration status and current tax compliance as well as company registration number information.
- 3.18 The successful bidder will be required to sign a **Service Level Agreement** (SLA).
- 3.19 Notwithstanding any omissions and/or inconsistencies, if any, in this TOR's specification, which is only a minimum specification, a bidder shall make provision for a **complete solution** that will deliver the required service efficiently and cost-effectively.

Bid documents should be deposited in the bid box situated at, **Building 4, Ground floor, 45 Samora Machel Drive, Mbombela Square, Mbombela, 1200 in the tender box clearly marked Nkomazi SEZ SOC LTD** on or before 22 August 2025 at 12h00 which is the closing date and time for this bid.

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

No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC,

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

- 3.21 **References** to THE NKOMAZI SPECIAL ECONOMIC ZONE ENTITY SOC, THE NKOMAZI SEZ ENTITY or NSEZ must not be made in any literature, promotional material

and/or brochures or sales presentations without the **express written consent** of Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC.

- 3.22 It is the **responsibility of the bidder** to ensure that Mpumalanga Department of Economic Development and Tourism, acting on behalf of Nkomazi SEZ SOC, receives and can open and process a complete proposal.
- 3.23 **No assignment or fronting** will be allowed. A bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled, and any costs borne shall be for the account of the defaulting service provider. These costs shall include the costs of appointing another service provider to complete the work and any professional and legal services required to enable this and will include expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the Nkomazi SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.
- 3.24 Only **persons duly authorized by a company shall sign** the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the joint venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.
- 3.25 All bids will be **valid for 120 days** after closing date. In cases where the bidders fail to sign the Service Level Agreement and/or Contract Document or fail to produce the required proof of PI Insurances within the required time, or are unable to undertake work given or withdraw during the appointment period, the bidder shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the Nkomazi SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

- 3.26 Matters related to payment shall be as stipulated in the Bid documentation and as reflected in the Service Level Agreement entered into between the Nkomazi SEZ SOC, and the successful bidder.
- 3.27 The Bidder must show **proven experience in the provision of the required site clearance construction works** and must provide at least five (5) contactable references in this regard showing **a minimum construction value of R10 Million (Incl. 15% Vat) per completed** construction project and where projects were for similar engineering construction disciplines (Site Clearance, tree felling, grubbing and levelling). Completion Certificates must be provided and must reflect the final certified construction value and completion date. Alternatively, reference letters from Clients may be provided and must have contact details, be on the Clients' letterhead, have a summary of completed relevant project(s), have completion dates and have the professional fee value (which must be more than that stipulated as a minimum in the scope of this bid document).
- 3.28 **Repudiation of Bid or Invalidation of Contract** - If the Employer is satisfied that the Bidder or any person being an employee, partner, director or shareholder of the Bidder or a person acting on behalf or with the knowledge of the Bidder:
- 3.28.1 has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a contract;
  - 3.28.2 has acted in a fraudulent or corrupt manner in obtaining or executing a contract;
  - 3.28.3 has approached an officer or employee of the Employer or Engineer with the object of influencing the award of a Contract in the Bidder's favour;
  - 3.28.4 has entered into any agreement or arrangement, whether legally or binding or not, with any other person, firm or company.
    - 3.28.4.1 to refrain from Bidding for this Contract;
    - 3.28.4.2 as to the amount of the Bid to be submitted by either party;
    - 3.28.4.3 has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of this proposed Bid;

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

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

- 3.29 Should the Bidder provide **false information or misrepresentation on the Bidder's Disclosure Documentation** (SBD5.1 in Section 5 of the Bid Data), such bidder shall immediately be disqualified.
- 3.30 The **Employer does not bind himself to accept the lowest or any Bid** and reserves the right to accept the whole or in part of the Bid. No reason for the acceptance or rejection of any Bid will be given.

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

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

- 4.1 For the purposes of **Administrative Compliance** and **Mandatory Compliance, Compulsory** returnable bid documentation, fully completed and signed are as follows:
- 4.1.1 Invitation to bid.
  - 4.1.2 Bidder's Disclosure – completed and signed
  - 4.1.3 Bid Data – must be completed in full and signed by the authorised representative.
  - 4.1.4 Part C: Pricing Data & Form of Offer.
  - 4.1.5 Part D: Contract Data.
  - 4.1.6 Print out (not older than 30 days) of Department of National Treasury's Central Supplier Database (CSD) Registration Report showing the company's current Vat and Tax registration status / current tax compliance / company registration number information or,

alternatively, bidders must submit their CSD reference numbers (MAAA.....) together with their Bids. In the case of JVs or Consortiums, each JV/Consortium member company must provide their own CSD report or reference number.

- 4.1.7 A resolution by Board of Directors for signatory to act on behalf of bidding company.
- 4.1.8 A resolution by Board of Directors of each partner company for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity.
- 4.1.9 Joint Venture/Consortium Agreement and Power of Attorney in case of Joint Ventures/Consortiums.
- 4.1.10 Only persons duly authorized by a company shall sign the documents that are to be submitted as part of this Bid. A Resolution by Board of Directors for signatory to act on behalf of bidding company is required. In the event of a Joint Venture / Consortium being the bidding entity, each partner company must provide a Resolution by Board of Directors for signatory to act on behalf of their company as part of the bidding entity.
- 4.1.11 In terms of joint Ventures / Consortiums, a document of establishment of the venture should accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.
- 4.1.12 Proof of ability to raise Insurances on the Works.
- 4.1.13 Certified copies of appropriate qualifications and/or registration documentation (and proof of paid-up membership) with discipline relevant recognized South African Built Environment Professional Organization (s) as specified in Part A: Terms of Reference & Scope of Works.
- 4.1.14 Proof of attendance of compulsory site briefing meeting.

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

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

- 4.2.1 Preference Points Claim Form in terms of The Preferential Procurement Regulations 2022 and BBBEE certification. However, should this form not be completed in full, the Bidder shall be scored Zero (0) in terms of Preference Points.
- 4.2.2 Company/CC/Trust/Partnership registration certificates.
- 4.2.3 Tax Compliance status Pin.
- 4.2.4 VAT Registration Certificate from South African Revenue Services (SARS).
- 4.2.5 Entity/JV Partner(s) company profile (prospectus) that illustrates the core business, services offered, company profile and staff compliment.
- 4.2.6 Summary Table of verifiable previous projects with contact details of the project owners, completion dates and final professional fee- and construction cost values.
- 4.2.7 Letters of Appointment and/or Purchase Orders and Final Completion Certificates of projects submitted to show previous relevant experience and appropriate final construction costs/professional fee values or;  
reference letters from Clients with contact details on company letterhead of previous projects listed as relevant experience and including completion dates and appropriate final construction costs/professional fee values.
- 4.2.8 Comprehensive works methodology and implementation plan.
- 4.2.9 Comprehensive Gantt chart type program.

## **BIDDER'S DISCLOSURE**

## **Form SBD5.1**

### **1 PURPOSE OF THE FORM**

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

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



**2 Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

---

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



enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat

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



**NKOMAZISEZ**  
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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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

### 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).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 1.6 POINTS AWARDED FOR PRICE

### 1.7 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P}{P} \right)$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

### 2.1 POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P}{P_{max}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

**3. POINTS AWARDED FOR SPECIFIC GOALS**

3.1 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: ]

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)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10	
Enterprises that are at least 51% women-owned	5	

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)
Enterprises that are at least 51% owned by disabled persons	2	
Enterprises that are at least 51% ownership by Youth	2	
Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1	
Total points	20	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

1. Name of company/firm.....
2. Company registration number: .....
3. 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. 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:** .....

.....

.....

.....

## FORM OF OFFER AND ACCEPTANCE

### 1. OFFER

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

**“CONTRACT NO. APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

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

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

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the schedule of deviations (if any) to the tenderer before the end of the period of validity stated in the tender Data, or other period as agreed, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Bidder:**

**Signature(s)**

---

**Name(s)**

---

**Capacity**

---



---

**(Name and address of organisation)**

**Name &  
Signature of  
Witness**

---

**Date:**

## 2. ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed

by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

**For the Employer**

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

\_\_\_\_\_  
**(Name and address of organisation)**

**Name &  
Signature of  
Witness**

\_\_\_\_\_

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



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### 3. SCHEDULE OF DEVIATIONS

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



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

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

**for the TENDERER**

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

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

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

**for the EMPLOYER**

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

\_\_\_\_\_

\_\_\_\_\_

Name and \_\_\_\_\_

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

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

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

### **1 INTRODUCTION**

The Mpumalanga Provincial Department of Economic Development and Tourism (MPDED&T) is in the process of establishing a Special Economic Zone (SEZ) in Komatipoort – a town under the jurisdiction of the Nkomazi Local Municipality, Mpumalanga Province. The establishment of the NKOMAZI SEZ is being undertaken in phases as follows:

- a) The Designation Phase;
- b) Interim Phase; and
- c) Development Phase.

The designation phase is completed and the entity is currently busy with the activities of the interim phase and moving into the development phase. One of the key activities that is required to commence with the development phase is the completion of the phase 1 internal site clearance and the site clearance of the logistics hub footprint area.

The SEZ will be referred to as the Nkomazi SEZ (or also NSEZ)

### a) SITE LOCATION

The site is located on the southern side of the N4 Highway opposite Komatipoort Town. The area is located between contours 185 and 145 above mean sea level and the average annual rainfall is 427mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in a roughly east-west direction.

Fig. 1. Site Location

The following land use rights have been provided by GAP Development Planners:

LAND USE RIGHTS				
Zoning	Erven Size Ha	% of site	Total No. Erven	FAR
Industrial 1	71.90	24.68%	120	1
Industrial 2	45.99	15.79%	91	1
Industrial 3	33.67	11.56%	24	1
Special: Electrical Substation	1.03	0.35%	1	NA
Special: WTW & WWTW	4.46	1.53%	1	NA
Special: Tourism	0.88	0.30%	1	NA
Public open space	105.50	36.21%	4	NA
Public Roads	27.92	9.58%	1	NA
<b>Total</b>	<b>291.35</b>	<b>100.00%</b>	<b>243</b>	





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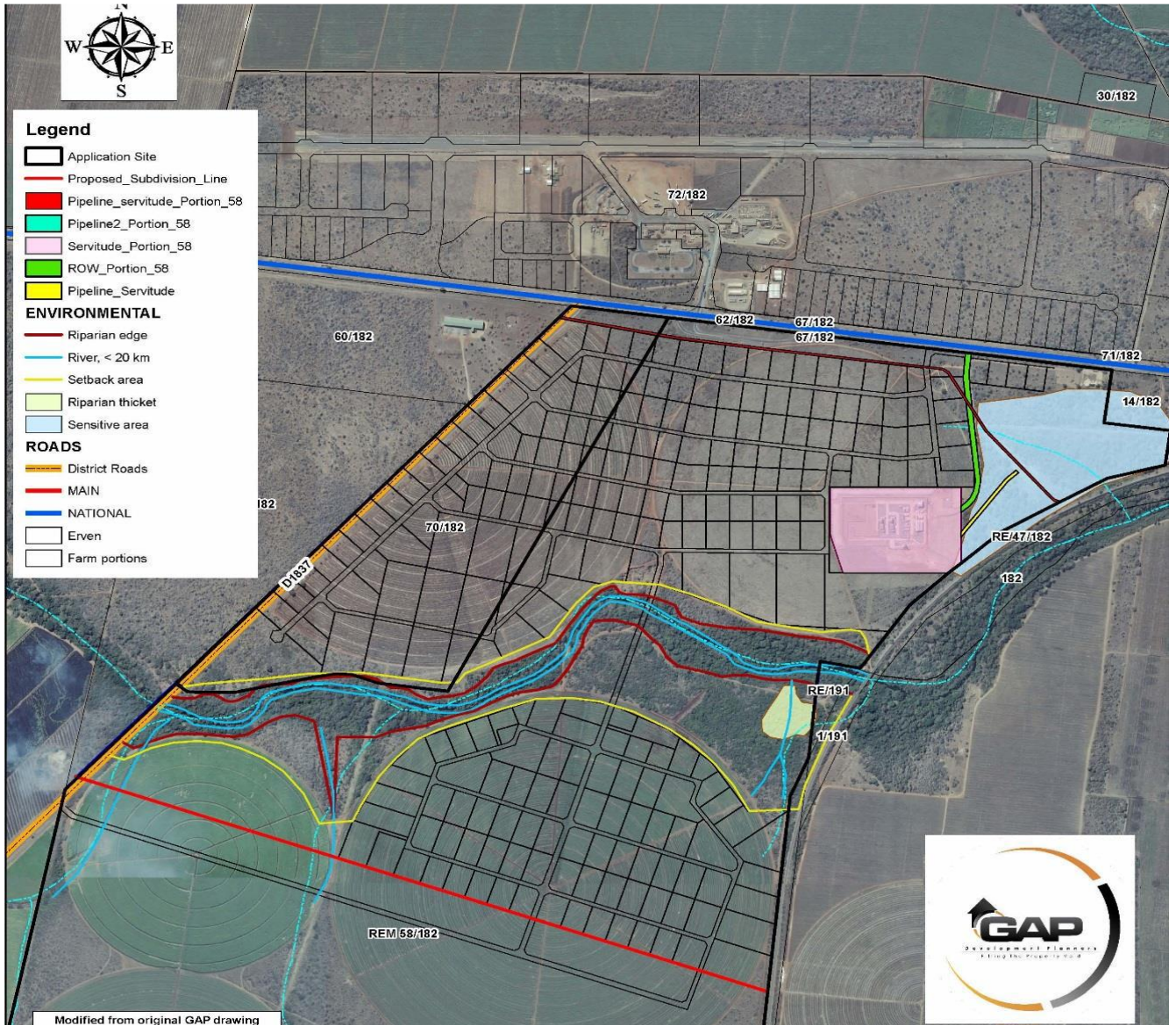


Table 1. Town Planning Mix

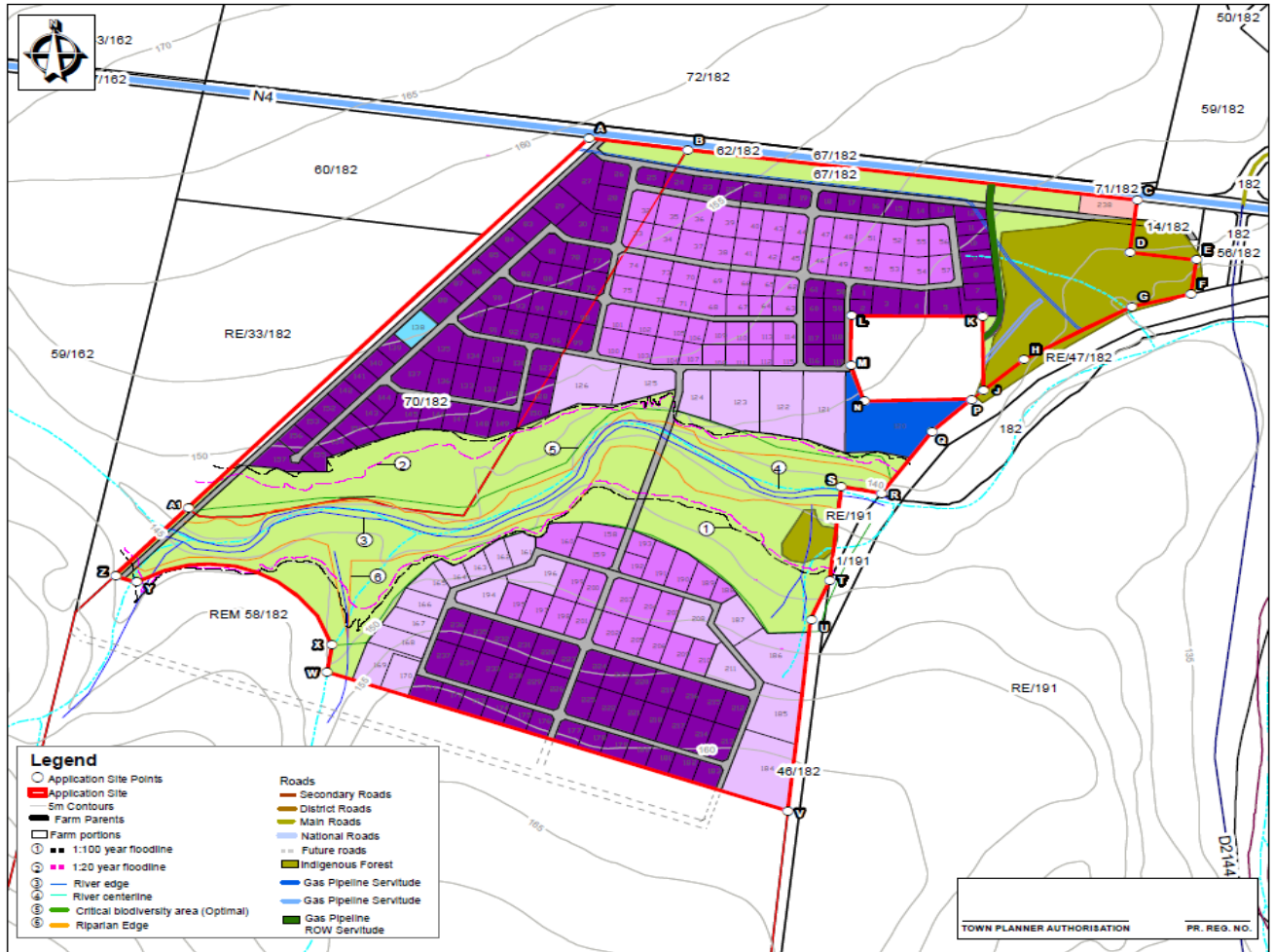


Fig. 2. Site Town Planning Layout (excluding Logistics Hub)

## b) SERVICUTES AND EXISTING INFRASTRUCTURE

There are several registered servitudes for a Sasol gas pipeline and associated facilities that traverse the property.

There are currently no existing municipal services traversing the property on which the development is planned, which would require relocation or servitude registration.

All new internal services will be constructed within formal road reserves and building lines areas proclaimed with the new township. An Environmental Impact Assessment for the site was completed and an Environmental Authorisation (EA) has been obtained. A water use license has also been obtained for the site.



### **c) OVERALL OBJECTIVES OF THE PROJECT**

It is the intention of the Nkomazi SEZ to develop the internal civil services for phase 1 and the additional land needed for a new logistics company dry port facility (situated immediately to the south of Phase 3).

The Nkomazi SEZ is seeking the services of a competent civil works contractor to perform site clearance activities to both the Phase 1 and Logistics Hub portions of the site.

The following is applicable:

- Phase 1 area = 110 Hectares
- Logistics Hub area = 50 Hectares

### **d) AVAILABLE DATA**

The following data will be made available to the Successful Bidder:

- Civil Engineering Services Inception Report March 2021 (ECA Consulting Engineers)
- Services Design Report Version 00 dated 2022 (ECA Consulting Engineers)
- Komatipoort Ext 20 Commercial and Industrial Development Hydrology and Floodline Determination Report (Coega Development Corporation)
- Phase 1 Type Geological (Geotechnical) Investigation Report dated November 2017 and referenced 'Geo3.1249 (R0)' (Geo3 Consulting Engineers, Hydro and Environmental Geologists)

These documents are shared with all bidders, via the following electronic media link:  
[www.nsez.co.za](http://www.nsez.co.za)

By a bidder submitting a bid, it will be deemed that the bidder has read and familiarised themselves with all the supporting documentation and that their bids are based on all aspects related thereto. No consideration of claims for further payment based on information obtained in this documentation will be considered.

These studies should form the basis for the bid for all aspects of the site clearance works required.

## 1. SPECIFIC OBJECTIVES OF THE NKOMAZI SEZ PROJECT

The development will be undertaken in 3 phases:

Phase 1: Initial Establishment of SEZ

Phases 2 & 3: Future phases of Nkomazi SEZ expansion.

The initial establishment of the SEZ is complete and we are currently busy with professional services and enabling construction works to ensure Nkomazi SEZ developmental phase 1 implementation.

To this end, the particular objectives of these Terms of Reference are for the procurement of a firm of Civil Engineering Construction Contractors for the site clearance of Phase 1 and Logistics Hub of the proposed NKOMAZI SEZ site and, ultimately, the delivery of these services.

## 2. PROJECT TIMELINES / MILESTONES:

The **appointment** would be for a **period of 4 months** from the date of signing the service level agreement.

The following is relevant:

- The contract related to these Terms of Reference may be implemented in phases in consultation with the NKOMAZI SEZ SOC.
- The appointed Bidder is expected to commence immediately upon appointment and conclusion of service level agreement and to submit the inception report two weeks after appointment date for input and comments of the Employer and other relevant stakeholders.
- During the execution of the works appointed for, the successful Bidder is expected to attend progress report meetings with the project implementation committee established in consultation with NKOMAZI SEZ SOC Internal Project Manager and/or implementing agent, on an 'as-and-when' required basis.

NB: NKOMAZI SEZ SOC reserves the right to modify the quantities and identify which areas are priority in terms of deliverables.

### 3. APPLICABLE SPECIFICATIONS AND STANDARDS

The following standards and specifications will, amongst others, be applicable:

- Guidelines for human settlement planning and design: The red book
- SANS 2001 Standard Specification for Civil Engineering Construction
- SANS 1200 Standardised specification for Civil Engineering Construction, should a particular aspect not be covered by SANS 1200.
- SANS 10100 Structural Use of Concrete Part 1 & 2
- SANS 10162 The structural use of Steel
- Occupational Health and Safety Act 1993
- Construction Regulations of 2014

### 4. SITE BRIEFING

There shall be **compulsory site briefing at 10:00 , 07 August 2025** on the site, at the intersection of the SANRAL N4 highway and R571 (Rissik Street, Komatipoort) at the open area adjacent to the SASOL Fuel Station. All Bidders who did not attend the Compulsory Site Briefing shall automatically be disqualified.

### 5. TECHNICAL EVALUATION CRITERIA

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

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

### 6. EVALUATION CRITERIA

Proposals will firstly be evaluated for as follows: -

- 1<sup>st</sup> Administrative Compliance
- 2<sup>nd</sup> Mandatory Requirement (pre-qualification criteria)

- 3<sup>rd</sup> on Functionality
- 4<sup>th</sup> on Price & Preference Points (for bidders who met the minimum required functionality points of 70)

### 1<sup>st</sup> Stage - ADMIN COMPLIANCE

Administrative compliance will cover all the requirements as per bid document which include review of completion of all submission documents, of all compulsory required information and adherence to the bid invitation including attendance to compulsory briefing session. The required compulsory documentation is listed in Part A: Bid Document, Section 4. Bid Submission Returnable Documentation.

### 2<sup>nd</sup> STAGE – MANDATORY REQUIREMENTS -QUALIFICATION CRITERIA

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

- 1) Bidders should have a CIDB contractor grading of **8EP or higher**.
- 2) A **Professionally Registered Senior Civil Engineer or Professionally Registered Senior Civil Engineering Technologist** who shall also act as the **Construction Manager** (*must be registered with both ECOSA and SACPCMP. ECOSA registration may be as a Pr.Eng or Pr.Tech.Eng. A Pr.Techni or any candidate registration shall not be accepted. SACPCMP registration must be as a Professional Project Manager, not as a candidate.*)
- 3) A **Civil Engineer Site Agent or Civil Engineering Technician Site Agent** (*must have a least a B-Tech, B-Eng or B.Sc.Eng qualification. (A Nat.Dip diploma will not be accepted)*) and must have a **SACPCMP registration as a Professional Project Manager, not as a candidate**).

- 4) **Qualified and Registered Land Surveyor** (*Graduate Degree in Land Surveying with a registration with the professional body SACPTS (now SAGC) as a professional Land Surveyor - not as a candidate*).
- 5) **Health and Safety Officer** (*Degree/Diploma in OHS with registration with the professional body SACPCMP – not as a candidate*).

Bidders must attach copies of appropriate qualifications and/or professional registration certificates and/or Department of Labour registration certificates.

NB- the following is applicable:

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

### **3rd STAGE – FUNCTIONALITY**

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

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



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p><b>1. METHODOLOGY &amp; PROPOSAL</b></p> <p>➤ Bidders must clearly demonstrate methodology of project implementation proposal submitted. This must cover :</p> <ul style="list-style-type: none"> <li>• Initiating process (0-3)</li> <li>• Planning process (0-3)</li> <li>• Executing process (0-3)</li> <li>• Monitoring and controlling process (0-3)</li> <li>• Closing process (0-3)</li> </ul>	<p>➤ Comprehensive proposals must be submitted addressing all the requirements as per bid scope.</p> <p>➤ Detailed Methodology with full demonstration of technical capacity and works schedule to strictly deliver the project within the timeframe (4 months construction period and close out).</p> <p><i>NB: Scores given for the different bullet point items listed in the Methodology &amp; Proposal section submission shall range between 0 and 3 and will be scored according to the quality of the information included for each item.</i></p>	<p><b>30</b></p>	



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FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>➤ The bidder must further demonstrate how these processes shall be managed:</p> <ul style="list-style-type: none"> <li>• Cost management and reporting (0-3)</li> <li>• Program schedule management (0-3)</li> <li>• Quality management (0-3)</li> <li>• Resource management (0-3)</li> <li>• Risk management (0-3)</li> </ul>	<p><i>Should no methodology and/or milestone information be provided for any of the bullet point items, the Bidder will be scored zero (0) for each of the specific items for which no submission has been provided.</i></p>		



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p><b>2. EXPERIENCE OF THE BIDDING ENTITY</b></p> <p><b><u>Each</u></b> project listed to include a <b>Letter of Appointment (LoA)</b> OR a <b>Purchase Order (PO)</b> for <b>Professional Services</b> related to <b>Site Clearance, Tree Removal, Grubbing and Leveling Construction Works with a Professional Fee Value of R10Million (Incl. Vat) or above and each must be accompanied by a <b>Final Completion Certificate</b> which specifically states the Final Construction Value as well as completion dates for the project. Alternatively, a signed Letter of Satisfaction (Reference Letter) from the Client confirming that the service was satisfactorily completed with dates, construction and professional fee values confirmed</b></p> <ul style="list-style-type: none"> <li>• 1 appointment letter or PO with completion certificate submitted = <b>7 points</b></li> </ul>	<p>Appointment Letters <u>OR</u> Purchase Orders (P.O.'s) each indicating the professional services appointment value (not construction contract value) of R10Million Incl Vat or above for relevant engineering services, each accompanied by a final completion Certificate for the Main Construction Contract or, alternatively a Reference Letter from the Client confirming that the service was successfully completed by the Bidder and to include completion dates as well as construction and professional fee values and project description and location.</p> <p><u>(Completion Certificate must be a Final Completion Certificate)</u></p>	<p><b>35</b></p>	





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FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<ul style="list-style-type: none"><li>• 2 appointment letters or POs with 2 completion certificates submitted = <b>14 points</b></li><li>• 3 appointment letters or POs with 3 completion certificates submitted = <b>21 points</b></li><li>• 4 appointment letters or POs with 4 completion certificates submitted = <b>27 points</b></li><li>• 5 appointment letters or POs with 5 completion certificates submitted = <b>35 points</b></li></ul>	NB: An appointment letter or purchase order without a <b>final completion certificate shall <u>not</u> be considered</b>		



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p><b>3. EXPERIENCE OF KEY PERSONNEL &amp; QUALIFICATIONS FOR RESOURCES ASSIGNED TO UNDERTAKE THE WORKS</b></p> <p>Please provide detailed CVs (with contactable references details) of proposed team, copies of qualifications, registration with relevant professional bodies and certified ID documents for the following: -</p> <ol style="list-style-type: none"> <li>1) Senior Civil Engineer / Senior Civil Engineering Technologist and Construction Manager</li> <li>2) Civil Engineer Site Agent or Civil Engineering Technician Site Agent</li> <li>3) Qualified and Registered Land Surveyor</li> <li>4) Health and Safety Officer</li> <li>5) Senior Civil Engineering Foreman</li> </ol>	<p><i>Bidders to attach detailed CVs, Copies of Qualifications including respective Professional Registrations, Copies of Certified Identity Documents and the Organogram of the Technical Team.</i></p> <p><b>NB:</b> The organogram must clearly indicate the role of each professional team member.</p> <p><b>Professional Registration:</b></p> <p>Resident Engineer = ECSA as a <b>Pr.Eng</b> or <b>Pr.Tech.Eng</b> only and Professional</p>	<p><b>35</b></p>	



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>(NB: maximum 7 points to be allocated per resource person)</p> <p><b>4. Senior Civil Engineer / Senior Civil Engineering Technologist and Construction Manager</b></p> <ul style="list-style-type: none"> <li>• 15 years' experience &amp; above post professional registration = <b>(7 points)</b></li> <li>• More than or equal to 10 years to below 15 years' experience post professional registration = <b>(5 points)</b></li> <li>• More than or equal to 5 years to below 10 years' experience post professional registration = (3 points)</li> <li>• More than or equal to 2 years to below 5 years' experience post professional registration = (2 points)</li> </ul>	<p>Project Manager with SACPCMP.</p> <p>A Candidate registration or Pr.Techni registration with ECSA will not be considered and will be awarded zero (0) points.</p> <p>A Candidate registration with SACPCMP will not be considered and will be awarded zero (0) points</p> <p><i>Civil Engineer Site Agent or Civil Engineering Technician Site Agent = <b>Must have B.Tech, B.Eng or B.Sc.Eng.</b> A Nat.Dip will not be accepted and will be awarded zero (0) points.</i></p> <p><i>The proposed person must be registered with SACPCMP as a</i></p>		



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<ul style="list-style-type: none"> <li>• Less than 2 years' experience post professional registration = (1 point)</li> </ul> <p><b>5. Civil Engineer Site Agent or Civil Engineering Technician Site Agent</b> 10 years' experience &amp; above post professional registration = (7 points)</p> <ul style="list-style-type: none"> <li>• More than or equal to 5 years to below 10 years' experience post professional registration = (5 points)</li> <li>• More than or equal to 3 years to below 5 years' experience post professional registration = (3 points)</li> <li>• More than or equal to 1 years to below 3 years' experience post professional registration = (2 points)</li> <li>• Less than 1 years' experience post professional registration = (1 point)</li> </ul>	<p><i>Professional Project Manager</i></p> <p><b>Qualified and Registered Land Surveyor:</b></p> <p><i>Graduate Degree (not Diploma) in Land Surveying with a registration with the professional body SACPTS (now SAGC) as a professional Land Surveyor A Candidate registration will <b>not</b> be considered and will be awarded zero (0) points</i></p>		



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p><b>6. Qualified and Registered Land Surveyor</b></p> <ul style="list-style-type: none"> <li>• 10 years' experience &amp; above post professional registration = (7 points)</li> <li>• More than or equal to 5 years to below 10 years' experience post professional registration = (5 points)</li> <li>• More than or equal to 3 years to below 5 years' experience post professional registration = (3 points)</li> <li>• More than or equal to 1 years to below 3 years' experience post professional registration = (2 points)</li> <li>• Less than 1 years' experience post professional registration = (1 point)</li> </ul> <p><b>7. Health and Safety Officer</b></p> <ul style="list-style-type: none"> <li>• 10 years' experience &amp; above post professional registration = (7 points)</li> </ul>	<p><i><b>Health and Safety Officer:</b></i> <i>Degree/Diploma in OHS with registration with the professional body SACPCMP – A candidate registration will not be considered and will be awarded zero (0) points</i></p> <p><i>Civil Engineering Foreman = years site experience</i></p>		



FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<ul style="list-style-type: none"><li>• More than or equal to 5 years to below 10 years' experience post professional registration = (5 points)</li><li>• More than or equal to 3 years to below 5 years' experience post professional registration = (3 points)</li><li>• More than or equal to 1 years to below 3 years' experience post professional registration = (2 points)</li><li>• Less than 1 years' experience post professional registration = (1 point)</li></ul> <p><b>8. Civil Engineering Foreman</b></p> <ul style="list-style-type: none"><li>• 10 years' proven experience as a Civil Engineering Foreman= <b>(7 points)</b></li><li>• More than or equal to 5 years to below 10 years' proven experience as a Civil Engineering Foreman = <b>(5 points)</b></li></ul>			



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FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<ul style="list-style-type: none"><li>• More than or equal to 3 years to below 5 years' experience post professional registration = (3 points)</li><li>• More than or equal to 1 years to below 3 years' experience post professional registration = (2 points)</li><li>• Less than 1 years' experience post professional registration = (1 point)</li></ul>			
<b>TOTAL POINTS</b>		<b>100</b>	
<b>MINIMUM THRESHOLD</b>		<b>70</b>	

***Additionally,*** should it become necessary to replace any of the key personnel listed above during project execution, such can only be replaced by individuals with equivalent or better qualifications and experience, who satisfy the same prequalification requirements, and such can only be done after



*the Client Internal Project Manager Approval and there should be sound, clear and convincing motivation for such by the appointed service provider.*

#### **4<sup>th</sup> STAGE – PRICE AND PREFERENCE POINTS**

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

1. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on pro-rata basis. Pricing should be indicated in South African Rand, all-inclusive.
2. Bidders must include a fully completed and signed Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) In the event of failure to fully complete and sign SBD 6.1, bidders will not be awarded points attributed to specific goals.
3. Valid B-BBEE Level Certificates verified by SANAS, valid B-BBEE certificate issued by Companies and Intellectual Property Commission (CIPC) or sworn affidavit attested by Commissioner of Oath.
4. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
5. Failure to attached Valid B-BBEE Level Certificates verified by SANAS or sworn affidavit attested by Commissioner of Oath will lead to the bidders not being awarded specific goals.
6. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

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

7. A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
8. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
9. Points will be awarded to a bidder for attaining the specific goals in accordance with the table below.
10. 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million. (Valid B-BBEE certificate or B-BBEE affidavit as evidence of claiming points).

Description (Specific goals)	Number of points (20)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10 points
Enterprises that are at least 51% women-owned	5 points
Enterprises that are at least 51% owned by disabled persons	2 points
Enterprises that are at least 51% owned by Youth	2 points

Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1 point
<b>Total points</b>	<b>20 points</b>

11. Bidders who do not submit B-BBEE verification certificate or a Sworn affidavit will not qualify for preference points, therefore points attributed to specific goals will not be awarded.
12. A pdf document “*B-BBEE Educational Material 6 Joint Venture Requirements*” is included in the share folder and provides guiding principles for the measurement of joint ventures within the context of B-BBEE. The link to the share folder as follows:

<https://drive.google.com/drive/folders/1X5qJxVelmFST0SjvGZeone95Q8fk27-o?usp=sharing>

## 7. CONTRACTING & CONTRACT MODULE

- The Contract between the appointed Professional Engineer and the Employer (NKOMAZI SEZ SOC) shall be governed by the **General Conditions of Contract for Construction Works, published in 2015 by SAICE (GCC 2015)**, duly completed and signed by both parties. The appointed Professional Consulting Engineer service provider shall provide the NKOMAZI SEZ SOC with a Copy of such.
- The successful Bidder will be obliged to conclude a **Service Level Agreement (SLA)** with NKOMAZI SEZ SOC as per the terms and conditions as set out in the bid document. In case of **conflict** between the SLA and the **Contract Data**, the **Contract Data shall govern**.
- NKOMAZI SEZ SOC reserves the right to amend the agreement prior to finalisation thereof between the parties. NKOMAZI SEZ SOC shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such amendment. It will be included in the bid conditions that upon bidders submitting a bid, they agree to the principal that their bids have been submitted in accordance with the conditions contained in the bid document.
- The Successful Bidder shall carry out full services that include, but are not limited to,

assessments, designs, plans and investigations required, collect all data relevant to the project, identify limitations, investigate options for the proposed development, and identify mechanical, electrical and civil works interface requirements, review concept designs and thereafter produce detailed designs and compile required reports, obtain approval of drawings from Nkomazi Local Municipality and the NKOMAZI SEZ SOC, interface and cooperate with the NKOMAZI SEZ SOC internal project managers and provide contract administration, resident engineering and engineering project management services.

- The Bidders must have adequate resource capacity to investigate, design and manage the entire project.
- The broad scope of services required shall be in accordance with the relevant sections of Government Gazette, Vol 669, 26 March 2021 No. 44333: Guideline professional fees (Scope of services and tariff of fees for persons registered Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.



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**APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

**PART C: PRICING DATA**

Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder'. Show VAT payable by the employer separately as an addition to the bided total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment. State the rates and prices in Rand unless instructed otherwise in the bid data.

**APPOINTMENT OF A CIVIL WORKS CONTRACTOR FOR SITE CLEARANCE OF PHASE 1 AND PHASE 1 LOGISTICS HUB DEVELOPMENT AREAS WITHIN THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

**PART D: CONTRACT DATA**

**1. General Conditions of Contract**

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015 prepared by the South African Institution of Civil Engineering (SAICE) together with the corrections thereto shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Engineer.

The Pro-Formas on pages 97 to 113 of General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

**2. Special Conditions of Contract**

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The following Special Conditions of Contract as prescribed by the Employer, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

### 3. Definitions

Include additional wording at the end of Clause 1.1.1.16 as follows:

“The Employer’s Agent roles and responsibilities will be divided between the following disciplines:

- i) Engineer
- ii) Project Manager

“These roles and responsibilities are generally defined. Should there be no clear definition in terms of interpretation in this contract then in that case the meaning shall be assigned to the Engineer.

#### 1. Replace **Clause 1.1.1.28** with the following:

“1.1.1.28 **“Scope of Work”** means the document(s) containing the Terms of Reference, Standard Specifications, the Project Specifications and the Drawings, that specifies and describes the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed.”

#### 2. Add the following clause after **Clause 1.1.1.34**:

“1.1.1.35 **“Drawings”** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

#### 3. Adverse Physical Conditions

Pursuant to this Clause, the contractor shall note that the work is to be undertaken adjacent to roads carrying high volumes of traffic in places, as well as near an existing and operational fuel station, over the ROMPCO gas pipeline, and in and around both SASOL ROMPCO offices and yard and highway traffic officer facilities. Any flow of traffic shall not be considered as an adverse physical condition (nor an artificial obstruction) with regards to the progress of



the work and it shall be assumed that the Bidder has made allowances for this in compiling his bid proposal and pricing. No further payment for such will be considered.

This work shall not be considered influenced by an adverse physical condition (nor an artificial obstruction) with regard to the progress of the work.

The contractor shall also take note that work is to be undertaken adjacent to an existing watercourse with wetland attributes. This work shall not be considered as influenced by an adverse physical condition, with regards to the progress of the works.

The contractor is to comply fully with the requirements of the construction Environmental Management Plan.

Failure to comply with the above shall result in the contractor being penalised as stated herein.

#### 4. Legal provisions

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner or a Licensed Compensation Insurer within fourteen (14) days after signing the Confirmation of Receipt. The Contractor shall ensure that the letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.”

#### 5. Contractors Employees

:

The contractor shall employ local resources and labour as far as is practicable and commensurate with the skills necessary to perform the particular task. For the purpose of this contract, 'local' shall be defined as the areas contained within the greater Nkomazi Local Municipal area in Mpumalanga, of which Komatipoort is part.

#### 6. Access to the Site

“Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

“The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.”

“If at any time the Contractor fails to take the necessary steps to demonstrate, to the Employer’s Agent’s satisfaction, that the Works or any part thereof will be completed by the Due Completion Date, the Employers Agent may, following the contractor’s failure to comply with the notice in terms of sub-clause 5.7.1 hereof omit any part of Works from the Contract and have that part of the Works carried out by a third party or parties.

This right is in addition to any other rights that the Employer may have under or pursuant to this Contract. The Contractor shall remain liable for the cost of completion of any portion of the Works so omitted and shall indemnify the Employer against any cost incurred by the Employer in having such part of the Works carried out by the third-party contractor, including the costs associated with acceleration or damages whatsoever arising from such omission.”

#### 7. Extension of time for Practical Completion

“No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed in the Project Specifications for each month, then

abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted in the Scope of Work shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.”

8. Penalty for delay

No reduction in the penalty for delay will be made before the issuing of the Certificate of Practical Completion of the whole of the Works, even if a Certificate of Practical Completion has been issued for part of the Works or the Employer, his agents, employees or other contractors (not employed by the Contractor) have occupied part of the Works.”

9. Validity of Performance Guarantee

“The performance guarantee shall expire on the receipt by the contractor of a Certificate of Completion.”

10. Adjustments in rates and/or prices

“Details of special materials are indicated in Part 2 of C1.2: Data to be provided by the Contractor of the Contract Data. Price adjustments for variations in the costs of special materials (such as bitumen-based products) shall only be considered with supporting documentary evidence.”

“Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

11. Payments

Advanced payment for plant and materials on the site will not be made:

The Employer may deduct or set-off against any part of the balance of any liquid amount due to the Contractor, for any liquid amount due from the Contractor (including amounts with respect to Defective Work, Delay Penalties, etc., due hereunder) under or in connection with this agreement.

12. Protection of Contractors equipments

“The Contractor’s attention is drawn to the fact that there may be several other contractors working in close proximity to the works and possibly on the same site as the contractor. Notwithstanding the above the contractor shall be fully responsible for the works and the protection thereof including the contractor’s temporary works, plant and construction equipment.

No claims will be entertained due to the contractor’s failure to provide adequate protection.”

13. Insurances

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity for every vehicle the contractor uses on or in relation to the site

- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance."

#### 14. Termination

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract. An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor, unless such act has occurred without the Contractor's knowledge."

### **ADDITIONAL CONDITIONS OF CONTRACT**

#### DETAILS TO BE CONFIDENTIAL

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper without the prior written consent of the Employer's Agent. Furthermore, the contractor shall not publish or allow to be published any particulars of this contract and/or the works by the news media whether it be printed media, social media or any similar without the prior written consent of the Engineer.

#### Contractor's Liens, Security and Right of Retention

The Contractor hereby waives and abandons any Contractor's lien and any other security or right of retention which he may have in respect of the Works, Plant, Materials, and Contractor's Documents, and shall not be entitled to withhold delivery of the same to the Employer. The Contractor shall ensure that his subcontractors and suppliers similarly waive

any liens, securities and rights which they may have and shall indemnify and hold the Employer harmless against and from any claims, demands, proceedings, loss, damage, costs and expenses made or incurred in respect thereof.

### C1.2.3 Contract Specific Data

#### Part Two- Contract Data provided by the Employer

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the General and Special conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause number	Contract Specific Data
1.1.1.5	Commencement Date The commencement date is
1.1.1.13	Defects Liability Period The Defects Liability Period is <b>12 months</b>



1.1.1.14	<p><b>Practical Completion</b> The Date for Practical Completions is <b>2 calendar months after the signing of the SLA by all parties</b></p>
1.1.1.15	<p><b>Employer</b> The Employer is Nkomazi SEZ SOC</p>
1.1.1.16	<p>The Name of the Employer’s Agent is: Nkomazi SEZ SOC</p>
1.1.1.26	<p><b>Pricing Strategy</b> The Pricing Strategy is a Re-measurement Contract as defined in Clause 1.1.1.27</p>
1.2.1.2	<p><b>Interpretations</b> The address of the Employer is: <b>Nkomazi SEZ SOC Portion 58 Farm , Komatipoort Townlands Mpumalanga Tel: Email:bkhoza@nkomazisez.gov.za</b></p>
5.1.1 and 5.8.1	<p><b>Non-working times</b> The non-working days are Saturdays and Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break as defined by SAFCEC.</p>
5.3.1	<p><b>Commencement of the Works</b> The Contractor shall, within 14 days after signing the Confirmation of Receipt (C1.1.4), submit the following documentation to the Engineer for his approval: (1) An original valid Tax Clearance Certificate (valid on date of notice of Acceptance) (2) A Health and Safety Plan (GCC Clause 4.3) (3) An initial programme (GCC Clause 5.6) (4) C1.3 Form of Guarantee (Security – GCC Clause 6.2) (5) Insurances (GCC 8.6 - as specified) with proof of validity (6) C1.4 Occupational Health and Safety Agreement (7) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (8) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993</p>
5.4.2	<p>The access and possession of the site shall not be exclusive to the contractor but as set out in the Tender Document.</p>
5.13.1	<p><b>Penalty for delay</b> The penalty for failing to complete the Works within the specified time limit plus approved extensions of time or combination thereof, is <b>R 20 000.00</b> per calendar day.</p>





	The penalty stated above excludes any penalty which may be chargeable for non-compliance with the Environmental Management Plan. These penalties are stated in Part C3.4 herein.
5.14.1	The requirements for achieving Practical Completion are: <ul style="list-style-type: none"> <li>- In terms of bulk services, the completion of the works to enable an inspection with the Municipal Engineers to demonstrate that all services have been installed and completed so that Section 82 Certificates can be issued.</li> </ul>
5.16.3	<b>Latent defects liability</b> The latent defects liability period is <b>10</b> years.
6.2.1	<b>Security</b> A performance guarantee as security to the value of 10% of the contract value will be required.
6.8.2	This is a “fixed rates contract” and will <u>not</u> be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP). All fluctuations in cost shall be for the account of the Contractor. Apart from any special materials as listed in Part 2: Contract Data is provided by the Contractor.
6.10.1.5	<b>Payments</b> No advance payment for materials not yet built into permanent works will be made.
6.10.3	<b>Retention money</b> Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of <b>10%</b> of the said amounts due to the Contractor. The limit of retention money is <b>10%</b> of the Contract Sum, including allowances for contingencies and Contract Price Adjustment. A suitable guarantee in lieu of retention may be permitted subject to approval of the Employer. The limit of retention money for the Defects Liability Period shall be <b>5%</b> of the Contract Sum.
8.6.1.1.2	<b>Plant and material insurance</b> The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>R0.00 (Nil)</b> .
8.6.1.1.3	<b>Professional fees insurance</b> R 300 000.00
8.6.1.3	<b>Liability insurance</b> The limit of indemnity for liability insurance is <b>R20 000 000.00</b> for a single claim – the number of claims to be unlimited during the construction and defects liability periods. A coupon policy for special risks insurance issued by SASRIA is required.
10.7.1	<b>Arbitration</b> The number of Arbitrators to be appointed is <b>1(one)</b> .
*13	<b>Validity of Tender</b> 120 calendar days from closing date for submission of the tenders (including builders break)



**NKOMAZISEZ**  
TREASURE OF OPPORTUNITIES

An Entity of the Department of Economic Development and Tourism

CIVIL ENGINEERING CONSTRUCTION  
WORKS CONTRACTOR – SITE  
CLEARANCE

Portion 58 farm  
Komatipoort Townlands 182 JU  
Komatipoort, 1340  
Email: [info@nkomazisez.co.za](mailto:info@nkomazisez.co.za)  
Website: [www.nkomazisez.co.za](http://www.nkomazisez.co.za)

\*14

**Payment Guarantee**

A payment Guarantee will not be provided by the employer

\*New clauses not included in GCC 2015

**Part 2: Contract Data provided by the Contractor**

Clause number	Contract Specific Data						
1.1.1.9	The name of the Contractor is: .....						
1.2.1.2	The Physical address of the Contractor is: ..... .....  Telephone: ..... Fax:.....  Email:.....  The Postal address of the Contractor is: ..... .....						
1.1.1.14	The time for practical completion is .....						
6.5.1.2.3	Dayworks Percentage Allowance The Percentage Allowance shall be as tendered in the Bill of Quantities.						
6.8.3	The variation in cost of special materials is  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Type of Special material</th> <th style="width: 20%;">Unit</th> <th style="width: 20%;">Rate or price</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Type of Special material	Unit	Rate or price			
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**SIGNED ON BEHALF OF TENDERER:** .....

**C1.3 FORM OF GUARANTEE**

**PRO FORMA**

**FORM OF GUARANTEE**

Contract No. \_\_\_\_\_

WHEREAS \_\_\_\_\_  
(Hereinafter referred to as “the Employer”) entered into, a Contract with

\_\_\_\_\_

(Hereinafter called “the Contractor”)

On the \_\_\_\_\_ day of \_\_\_\_\_ for the construction of

\_\_\_\_\_

At \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS \_\_\_\_\_  
Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, \_\_\_\_\_  
Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorised and / or contemplated by the terms of the said Contract, and / or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.



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4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (R \_\_\_\_\_)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorised to sign on behalf of Guarantor \_\_\_\_\_

Address \_\_\_\_\_



**Part two - Data provided by the Service Provider**

10.1	<p>The <i>Service Provider</i> is (Name):</p> <p>Address</p> <p>Postal address:</p> <p>Tel No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>Email:</p>														
22.2	<p>The <i>Service Provider's</i> key persons are:</p> <p>1 Name: _____ Position _____ in the Project Team: _____ Responsibilities: _____ Qualifications: _____</p> <p>Physical Address: _____ _____ Post Code: _____</p> <p>Postal Address: _____ Post Code: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Mobile: _____ Email: _____</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 60%;">Role of key person</th> <th style="width: 40%;">Name of key person</th> </tr> </thead> <tbody> <tr> <td>Senior Civil Engineering Construction Manager</td> <td></td> </tr> <tr> <td>Civil Engineering Site Agent</td> <td></td> </tr> <tr> <td>Qualified and Registered Land Surveyor</td> <td></td> </tr> <tr> <td>Health and Safety Officer</td> <td></td> </tr> <tr> <td>Senior Civil Engineering Site Foreman</td> <td></td> </tr> <tr> <td>Other</td> <td></td> </tr> </tbody> </table>	Role of key person	Name of key person	Senior Civil Engineering Construction Manager		Civil Engineering Site Agent		Qualified and Registered Land Surveyor		Health and Safety Officer		Senior Civil Engineering Site Foreman		Other	
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Civil Engineering Site Agent															
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Health and Safety Officer															
Senior Civil Engineering Site Foreman															
Other															
11.2(25)	The <i>Activity schedule</i> is in the Pricing Data														