



TENDER NUMBER NSEZ001/2025

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

CLOSING DATE: FRIDAY, 21 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**

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NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

TABLE OF CONTENTS

THE TENDER	3
PART T1 – TENDERING PROCEDURES	4
T1.1 TENDER NOTICE AND INVITATION TO TENDER	5-7
T1.2 TENDER DATA	8-18
PART T2 RETURNABLE DOCUMENTS	19
T2.1 LIST OF RETURNABLE DOCUMENTS	20-21
SBD 1 – PART A INVITATION TO BID	22
SBD 1 – PART B TERMS AND CONDITIONS FOR BIDDING	23
COMPULSORY ENTERPRISE QUESTIONNAIRE (A)	24
SBD 4 – DECLARATION OF INTEREST	25-26
SBD 6.1 – PREFERENCE POINT CLAIM	27-30
PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	31
VALID CIDB CERTIFICATE OF A TENDERER	32
PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)	33-34
MODULAR STRUCTURES AGREEMENT SYSTEM CERTIFICATION	35
THE CONTRACT	36
PART C1 – AGREEMENTS AND CONTRACT DATA	37
PART C1.1 – FORM OF OFFER AND ACCEPTANCE	38-41
PART C1.1 FORM A – H	42-50
PART C1.2 CONTRACT DATA	51-68
PART C2 – PRICING DATA	74
PART C2.1 – PRICING INSTRUCTION	75-77
PART C3 – SCOPE OF WORKS	78
C3.1 – SCOPE OF WORKS	79
PART C4 – LIST OF DRAWINGS	80
PART C4 – SITE INFORMATION	81-82
PART C5 ANNEXURES	83



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

THE TENDER



PART T1: TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

A. TENDER NOTICE & INVITATION

T1.1 Tender Notice and Invitation to Tender

The Nkomazi SEZ SOC LTD (NSEZ) hereby invites tenders from experienced service providers for the provision of temporary offices, including water, sanitation and electrical services for the NSEZ personnel situated at Komatipoort, Mpumalanga Province.

The contract will be administered under the JBCC Principal Building Agreement Edition 6.2 (2018). The Nkomazi SEZ SOC LTD will enter into a direct agreement with the successful tenderer.

1. Only service providers who have provided the following mandatory information and documents to be used to evaluate the Tenderer's responsiveness will be considered for further evaluation on functionality;

- 1.1. Only service providers that are registered on the Central Supplier Database will be considered for awarding of this request for quotations and a copy of the CSD report, not later than three months should be attached.
- 1.2. Price(s) quoted must be firm, VAT and other taxes inclusive and valid for at least NINETY (90) days from closing date.
- 1.3. No tenders shall be considered from persons who are in the service of the state.
- 1.4. Service providers are required to fully complete the attached MBD forms and submit together with their written Tenders.
- 1.5. Attach a bank account confirmation letter with bank stamp not older than three months accompanied with an affidavit confirming the business bank account details – if the banking details are not verified on the CSD report.
- 1.6. Attach audited and signed financial statements for the past three years or since the date of establishment of the company if established during the past three years.
- 1.7. Attach original certified copy of identity documents (ID) of company directors.
- 1.8. Attach original certified copy of the company registration certificate issued by the Companies and Intellectual Property Commission (CIPC).
- 1.9. Valid SARS pin must be attached.
- 1.10. Valid proof of COIDA registration.
- 1.11. Attach a verifiable copy of municipal accounts for both the Tenderer and company director(s):
 - If aforementioned account information of the Tenderer is not applicable, the Tenderer must attach an original certified copy of proof of residence (PTO) issued by a relevant traditional authority or copy of a valid lease agreement.
- 1.12. Joint Venture or Consortium Agreement if applicable
- 1.13. All Tender documents must be dully signed and submitted on the PDF document that has been issued and reproduced documents will be rejected.
- 1.14. Tender documents must be completed by hand with a black pen otherwise if completed digitally, documents will be rejected

2. This Tender will be evaluated on the 80/20 preference point system in terms of the approved Preferential Procurement Policy. The policy's preference point system will be applied as follows;

- 2.1. The 80 points will be for price; and
- 2.2. The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION
Enterprises that are at least 51% that have historically disadvantaged 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
TOTAL PREFERENCE POINTS TO BE CLAIMED	20 points

Received Tenders will be evaluated for responsiveness based on mandatory requirements. The received Bids will be further evaluated for functionality and bidders who obtain a **minimum of 70 points** out of possible **100 points** based on the prescribed quality, will be eligible to be evaluated on the Preference Points System.

Tender documents can be viewed and downloaded at no cost 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 11h00 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, 21 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: Contact Person – Andre van Niekerk

Contact no: 082 816 6907

e-mail: info@nkomazisez.gov.za and avanniekerk@mpg.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.

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PART T1.2: TENDER DATA



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

T1.2 Tender Data

<p>The conditions of tender are the latest edition of SANS 10845-3, <i>Standard conditions of tender</i>. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 <i>and</i> as contained in Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019). Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies</p>	
Clause number	Tender Data
3.1	The Employer is the Nkomazi SEZ SOC LTD
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>For Technical enquiries:</p> <p>Name: Andre van Niekerk</p> <p>Address: Nkomazi SEZ SOC LTD</p> <p>Tel No: 082 816 6907</p> <p>Email Address: info@nkomazisez.gov.za and avanniekerk@mpg.gov.za</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ul style="list-style-type: none"> Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	<p>Industry Development Regulations, for a CIDB Grade 5GB or Higher class of construction work; and</p> <ul style="list-style-type: none"> Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> Every member of the joint venture is registered with the CIDB, in GB class of works. The lead partner has a contractor grading designation in the CIDB Grade 5GB or higher class of construction work; and 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 tendered for a CIDB Grade 5GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. Joint Venture Agreement. Combined BBBEE Certificate in the case of Joint Venture.
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2018 The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (Seven) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Physical address: Department of Economic Development (DEDT) Building 4, Ground Floor, 45 Samora Machel Drive, Mbombela Square, Mbombela,1200 (Opposite the Mbombela High Court) Identification details: NSEZ001/2025: "APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE".
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

4.14	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.</p> <p>Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.</p>
4.15.1	<p>The tender offer validity period is 90 days.</p> <p>Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.</p>
4.15.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the SCM Policy for Infrastructure procurement and Delivery Management and on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 working days after award and before the contract can be signed.
4.18	The successful bidder will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security within 14 working days of appointment.
4.19	The successful bidder will be required to submit an approved and project specific Health and Safety file within 14 working days upon appointment.
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 12:00 hours.
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.																
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <p>a) complies with the requirements of the standard conditions of tender in this part of SANS 10845,</p> <p>b) has been properly and fully completed and signed, and</p> <p>c) is responsive to the other requirements of the tender documents.</p> <p>d) A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <p>e) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</p> <p>f) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or</p> <p>g) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>																
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>																
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Administrative Compliance, Price and Preference</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Price and preference (80/20 system)</p>																
	<p><u>PHASE 1: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <p>1. Bid Document (This Document must be submitted in its original format)</p> <p>2. Bids which are late, incomplete, unsigned or submitted by facsimile, will not be accepted.</p>																



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	<ol style="list-style-type: none"> 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity or partnership or consortia. 5. Form of offer and Acceptance (fully completed and signed). 6. SBD 4- Declaration of Interest (fully completed and signed). SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1. 7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive. 8. Compulsory Enterprise Questionnaire (Completed and signed) 9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s). 10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. 11. Resolution to Sign (must be completed, if applicable). 12. Declaration of Employees of the State or other State Institutions. 13. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. 14. Attendance of compulsory briefing meeting (if applicable)
	<p>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive. 3. The bidder has duly completed and signed the SBD 1, and SBD 6.1. 4. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals. 5. The bidder lists all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J. 6. The Entity will contract with the successful bidder by signing a formal contract. 7. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder. 8. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better. 9. Protection of personal information: Consent (POPIA).



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	10. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018).
	<u>PHASE 2: EVALUATION MATRIX</u>

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Evaluation Matrix

The Bidders information will be evaluated and scored according to the following points systems:

Criteria	Weight
<p>Number of years in providing modular structures or general building and/or civil construction, supply and installation of mobile structures</p> <ul style="list-style-type: none"> Company profile must clearly indicate the number of years in business providing Modular Mobile structures or office accommodation, supply, and installation of mobile structures relevant to the scope of work as stated above. <p>Less than 1 year experience in design, supply, and installation of mobile structures</p> <p>More than 1 year but less than 3 years' experience in design, supply, and installation of mobile structures = 25 points</p> <p>More than 3 years but less than 5 years' experience in design, supply, and installation of mobile structures = 35 points</p> <p>More than 5 years of experience in design, supply, and installation of mobile structures = 50 points</p> <p>Note: Modular office installations not relevant to the scope of work will not be considered. Proof of years in service to be provided in portfolio of evidence which must be provided with tender documentation.</p>	<p>50%</p>
<p>Client References</p> <ul style="list-style-type: none"> Bidders are required to give evidence of design, supply, and installation of Modular Mobile structures relevant to the scope of work. Portfolio of Evidence provided must show that the client (through contactable references) was satisfied with the quality and delivery of the bidder in writing. <p>1 client = 10 points</p> <p>More than 1 but less than 4 clients = 25 points</p> <p>More than 4 but less than 7 clients = 35 points</p> <p>More than 7 clients = 50 points</p> <p>Note: The NSEZ reserves the right to verify the validity of the evidence submitted</p>	<p>50%</p>

**Total
Threshold**

**100%
70%**

Threshold: The minimum qualifying score for Functionality is 70%. All tenders that do not comply with all the Mandatory Requirements for Functionality and that fail to achieve the minimum qualifying score of 70% on Functionality shall not be considered for further evaluation against Price and B-BBEE.



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PHASE 3: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific Goals/Preferential Procurement Regulations 2022

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:

3 The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

P_m

The value of value of W_1 is:

1) **90** where the financial value inclusive of VAT of all responsive tenders received have a value in **excess of R50 000 000** or

2) **80** where the financial value inclusive of VAT of one or more responsive tender offers have a value that **equals or is less than R 50 000 000**.

5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative Compliance, price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 7 days after the appointment. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: <p>4 abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p>



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	<p>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>k) the tender has offered a market-related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>l) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>m) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>n) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
5.10	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.



PART T2 RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

T2.1 A. List Returnable documents

1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). SBD 1, 4, 6.1 Protection of personal content: Consent Form of Offer and Acceptance Complete priced Bills of Quantities, including Final Summary
3	Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents: A CSD Report for a contractor with valid and correct information. A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents: A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. <ul style="list-style-type: none"> In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
6	Information and data to be completed in all respects



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ul style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> the name of that person; the capacity in which that person is in the service of the state; and the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	Scoring quality / functionality: N/A



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) Tender validity period has expired. e) Gross irregularities in the tender processes and/or tender documents. f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	Dispute resolution mechanism will be done through the Adjudication route.
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>

T2.1 B. List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for bid evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2. Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary
- Modular Structures Agreement Certification as per the Modular Structures Specification

3. Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual proposed
- SBD 1, 4, 6.1
- Protection of personal content: Consent



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PART A: INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI SEZ SOC LTD						
BID NUMBER:	NSEZ001		CLOSING DATE:	27 June 2025	CLOSING TIME:	12:00
DESCRIPTION:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM (DEDT).						
NKOMAZI SEZ SOC LTD. The bid box is located at Building 4, Ground Floor, 45 Samora Machel Drive, Mbombela, 1200.						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	BONGANI KHOZA		CONTACT PERSON	ANDRE VAN NIEKERK		
TELEPHONE NUMBER	072 327 5768		TELEPHONE NUMBER	082 816 6907		
E-MAIL ADDRESS	bkhoza@nkomazisez.gov.za		E-MAIL ADDRESS	avanniekerk@mpg.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK BOX]	APPLICABLE	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.						



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

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

DATE:

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

COMPULSORY ENTERPRISE QUESTIONNAIRE (A)

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

- Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Signed _____ Date _____

Name _____ Position _____

DECLARATION OF INTEREST

SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

- 3.1 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:
- 3.2 I have read, and I understand the contents of this disclosure;
- 3.3 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.4 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.5 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.
- 3.5 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.
- 4 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

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

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 4.1. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PREFERENCE POINT CLAIM

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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where;

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that,



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

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 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	
Total points	20 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

- ☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

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

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



PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

(ATTACH HERE)



VALID COPY CIDB CERTIFICATE
(ATTACH HERE)



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Nkomazi SEZ SOC LTD obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Nkomazi SEZ SOC LTD from time to time. The Nkomazi SEZ SOC LTD confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Nkomazi SEZ SOC LTD hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Nkomazi SEZ SOC LTD does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Nkomazi SEZ SOC LTD. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Nkomazi SEZ SOC LTD requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Nkomazi SEZ SOC LTD and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations
 - a) The Bidder is required to notify the Information Officer of Nkomazi SEZ SOC LTD, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Nkomazi SEZ SOC LTD's personal information.
 - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

- c) The Bidder shall be required to provide the Nkomazi SEZ SOC LTD with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Nkomazi SEZ SOC LTD.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative

***MODULAR STRUCTURE AGREEMENT
CERTIFICATION
(ATTACH HERE)***



PART C: THE CONTRACT



PART C1

AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

C1.1- Form of Offer and Acceptance

Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
Tender number	NSEZ001

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor 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 INCLUSIVE OF VALUE ADDED TAX IS

.....
Rand (in words) ;

R(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

.....
Name

.....
Capacity

.....
for

.....
the

.....
tenderer

.....
(Name and address of organization)

Name and signature

of witness Date



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Schedule of Deviations

- 1 Subject _____
Details _____
- 2 Subject _____
Details _____
- 3 Subject _____
Details _____
- 4 Subject _____
Details _____
- 5 Subject _____
Details _____

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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation 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.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

SCHEDULE OF PREVIOUS AND CURRENT CONTRACTS OF THE BIDDER						
1	Employer - Name, Tel, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
2	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
3	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
4	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
5	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM A: RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE		
TENDER NUMBER	NSEZ001/2025		
I / We confirm that the following communications received from the Nkomazi SEZ SOC before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM B: PROPOSED AMENDMENTS AND QUALIFICATIONS

<p>The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.</p> <p>The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.</p>	
PROJECT TITLE	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
TENDER NUMBER	NSEZ001/2025

Page	Clause /Item	Proposal
<p>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct</p>		

Signed

Date

Name

Position

Enterprise name

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM C: RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM D: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE	
TENDER NUMBER	NSEZ001/2025	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.
.		Signature. Name Designation.
.		Signature. Name Designation.
.		Signature. Name Designation.

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM E: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
TENDER NUMBER	NSEZ001

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
4					
5					
<p>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct</p>					

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM F: CAPACITY OF THE BIDDER

PROJECT TITLE	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
TENDER NUMBER	NSEZ001/2025

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:	Date
Name:	Position

Enterprise Name:

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM G: OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN Rands	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

.....

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

FORM H: SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

.....

PART C1.2: CONTRACT DATA

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

Principal Building Agreement

Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD
Reference number	NSEZ001/2025
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Komatipoort, Mpumalanga Province
Site address	Refer to document C4 – Site Information
Local authority	Nkomazi Local Municipality in the Ehlanzeni District Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Nkomazi SEZ SOC LTD		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Bongani Khoza		
E-mail	info@nkomazisez.gov.za	Telephone number	072 327 5768
Postal address	Building 4, 45 Samora Machel Drive, Mbombela Square, Mbombela	Postal Code	1200
Physical address	Building 4, 45 Samora Machel Drive, Mbombela Square, Mbombela	Postal Code	1200

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date
Preliminary layout plan (A1)	NSEZ001/2025	00	30.05.2025

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]

Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
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None

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	N/A
If yes, description			
Restriction of working hours [12.1.2]		Yes / No?	No
If yes, description	The work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Employer in advance.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be pointed out at compulsory tender briefing meeting.		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		5 Working days	4 Calendar Months (from site handover date)	11c/R100 of Contract amount

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	An extended defects liability period of 12 months is applicable to Modular / Prefabricated Structures.	

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	20th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	
If yes, method to calculate	N/A		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	No
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		N/A	
Enclosure of the works - specific requirements [B4.2]		The contractor must make provision for fencing the contractor’s yard/camp site with a suitable fence at least 1.8m high with lockable access gate, which must be maintained during the construction period and removed on completion of the works.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		N/A	
Services - known - specific requirements [B4.6]		Services not indicated on drawings will be pointed out on site by the principal agent	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Communication facilities - specific requirements [B8.4]	No specific requirements
Protection of the works - specific requirements [B11.1]	No specific requirements
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	Protection is required
Disturbance - specific requirements [B11.5]	The contractor shall exercise dust and sand control by watering the site regularly and/or by using any suitable measures such as providing, erecting and removing on completion of the works all necessary temporary dust screens, all to the satisfaction of the principal agent.
Environmental disturbance - specific requirements [B11.6]	No specific requirements

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
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NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

1.0 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

High risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Within fourteen (14) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

C. TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	A
Where the contractor does not select an option, Option A shall apply		

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
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Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



PART C1: PRICING DATA

PART C1.1: PRICING INSTRUCTIONS

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

C1.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

- to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

PART C2

SCOPE OF WORKS

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

C2 SCOPE OF WORK

Project Name:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
Tender No:	NSEZ001/2025

C2.1 SCOPE OF WORKS

1. Description of the Works:

- The site is located on the southern side of the N4 Highway opposite Komatipoort Town, Mpumalanga Province. The site is located between 145m to 185m above mean sea level and the average annual rainfall is 650mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in an east-west direction.

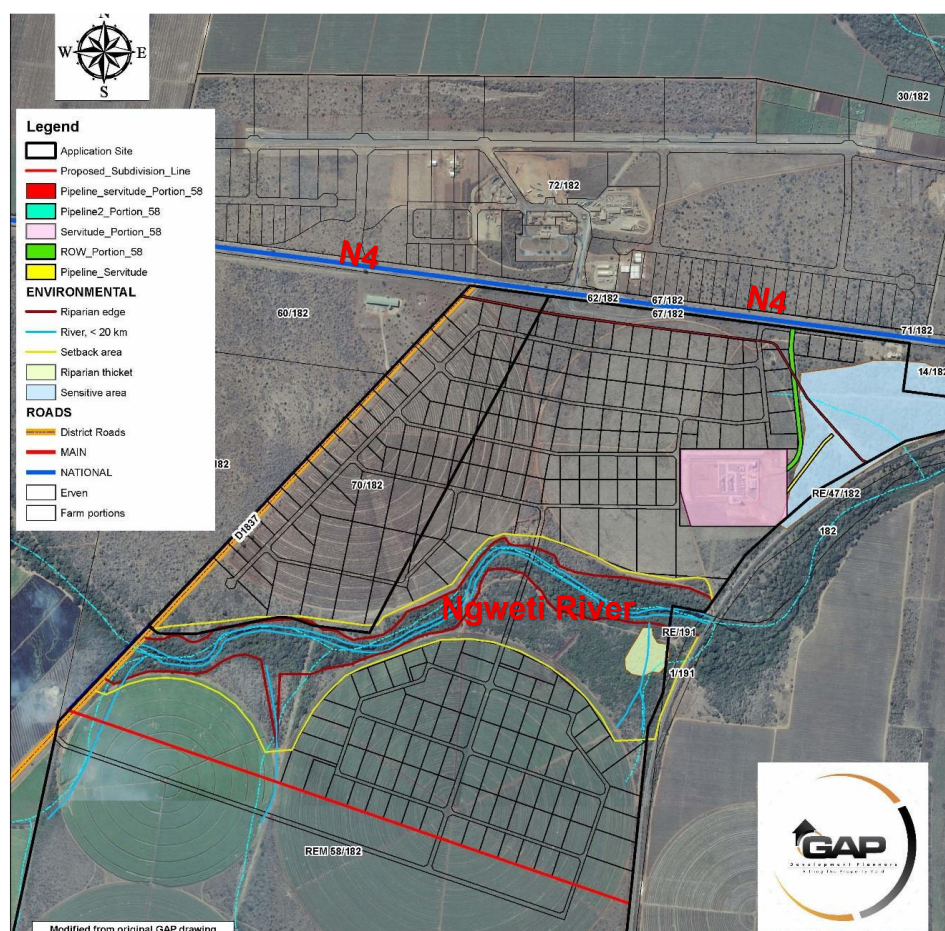


Figure 1: Site location and layout plan

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

2. Servitudes 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.

3. Available Data:

- Layout Plan of Nkomazi SEZ
- Geotechnical Report

4. Detailed Scope of Works:

4.1 Prefabricated Buildings:

The main contractor shall be required to procure the prefabricated unit(s) as per the proposed layout plan (See Annexures). The main contractor is to familiarise themselves with the detailed specification (See Annexures) and ensure the prefabricated units are manufactured to the correct specification for the purposes of housing the staff:

4.2 The prefabricated buildings shall be procured and constructed by a duly qualified specialist, inclusive of the necessary engineering certifications as detailed in the specification.

4.3 The prefabricated building(s) shall be fitted with the applicable doors, windows, finishes and mechanical and electrical fittings.

4.4 The general construction of the buildings is summarised as follows:

- Reinforced concrete foundation slab
- Minimum 40mm thick polyurethane insulated panels clad with 0.58mm Z200 pre-painted chromadek sheets.
- Roof construction is a double pitch sheeted roof integral with 40mm polyurethane insulation and rainwater goods.

4.5 Site Works:

- Preparation of the surfaces as detailed by the civil engineer.
- New sewer lines to be installed
- Connection of services to existing services as applicable
- New water supply lines to be installed as required
- Confirm the position of existing services and the protection of existing services.
- The site will be fenced as demarcated on the site plan. The fence is to be a new 1800mm high galvanised mesh fence onto 100mm diameter galvanised mild steel posts (Clearvu or similar).
- Contractor to install gates as detailed.
- Contractor to obtain occupation certificate & other approvals required from municipality

4.6 Mechanical Scope of Works:

- Installation of Hot and cold-water supply
- Installation of Fire protection, i.e. escape signage and extinguishers

4.7 Electrical Scope of Work

- Install a new distribution board in the waiting area
- Install a new supply cable to the new DB in the waiting area.

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

- Install plug points, lights, etc in each area as required
- **Install solar & battery power support for lights and plugs.**

5. Trade Names:

- Contractors are to familiarise themselves with the supplementary preambles in all instances contained within the BoQ document.
- Trade names for fixtures, fittings, finishes and other construction elements are specifically used because of the nature of the project.
- Proprietary items or materials, where specified, are to be brand-specific or other approved. Approval may only be granted by the Principal Agent in writing.

C2.2 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the SEZ to always ensure a cohesive spirit of co-operation

C2.3 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarise themselves with the site and access to the site and the restricted area for site establishment. Allowance for temporary construction access, etc., shall be deemed to be included in the contractor's price/bid. Prospective bidders are to familiarise themselves with the site as no additional costs shall be entertained.
- NO Contractor's representatives or workers are allowed to sleep at the establishment area.
- The Contractors are required to price for establishment, de-establishment and re-instatement in the Preliminaries section of the Bills of Quantities.

C2.4 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any, tender, or any portion of any tender

C2.5 MINIMUM WAGE

- The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for the duration of the contract.

C2.6 TEMPORARY WORKS

- All temporary work to comply with the Construction Health and Safety Act (Act 85 of 1993) and its regulations, and is confirmed and recorded in the project specific occupational health and safety specification.

C2.7 DESIGN DETAILS

- Refer to drawings and project specifications contained in the Annexures.

C2.8 EMPLOYER'S OBJECTIVES IN RELATION TO THE EMPLOYMENT OF LABOUR

- Employment of local labour
 - a. It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

- of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.
- b. The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.
 - c. Tenderers are to note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community.
 - d. The employment of local labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.
 - e. The Contractor must provide monthly statistics to the Principal Agent indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.
- Use of Local SMME's
 - a. It is the requirement of the employer that the contractor enhances the use of SMME's.
 - b. The contractor shall employ SMME's as domestic subcontractors on this project to execute work to the minimum value of 10% of the contract value less the value of Modular (ABT) structures (scope which is manufactured off-site).
 - c. The contractor is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of not exceeding 5% of the contract sum.
 - d. Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the contractor to the Principal Agent.
 - The Contractor shall ensure labour and community harmony on the project site and in the surrounding community. (Ward). The Contractor shall participate in all community engagement activities to promote harmony during the project.
 - The Contractor shall appoint a community liaison officer in consultation with the project steering committee and the social facilitator. A provision sum has been included in C2:2 Bills of Quantities for the salary of the CLO. The contractor shall allow in his Preliminaries price for all other costs related to the employment of the community liaison officer such as but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc. Upon appointment the contractor shall submit to the Principal Agent a copy of the CLO's employment contract. The contractor shall submit to the principal agent monthly a copy of the CLO's payslip.

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PART C3:

DRAWINGS (SEE ANNEXURE 1)

LIST OF DRAWINGS

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation.

DRAWING DESCRIPTION	CONTRACT NUMBER	DRAWINGS -	DATE
ARCHITECTURAL DRAWINGS			
REFERENCE NUMBER:			
SEZ01-C-001	Preliminary layout plan		30/05/2025

PART C4

SITE INFORMATION

NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

C4 SITE INFORMATION

C4 Site Information

Project Name:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
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The site is located on the southern side of the N4 Highway opposite Komatipoort Town, Mpumalanga Province. The site is located between 145m to 185m above mean sea level and the average annual rainfall is 650mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in an east-west direction.

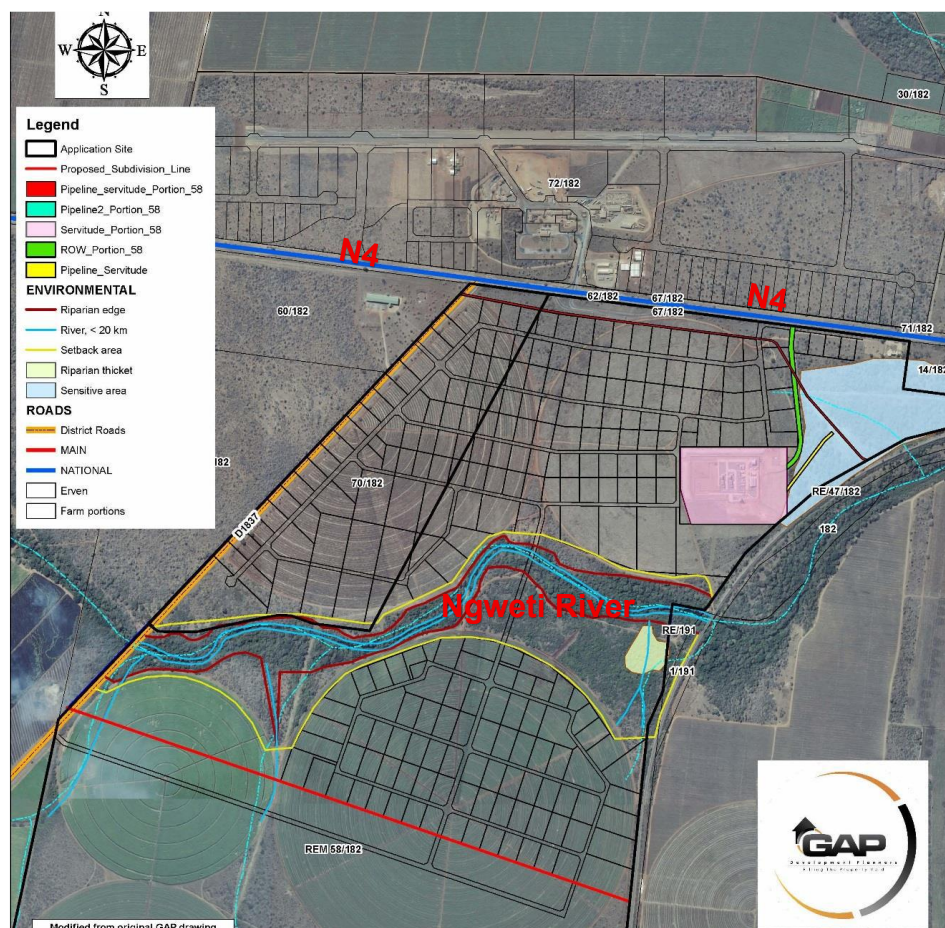


Figure 2: Site location and layout plan



NSEZ001/2025: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

PART C5

ANNEXURES

The following Annexures are enclosed with this tender document.

ANNEXURE 1	TENDER DRAWINGS
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