



BID

Appointment of a service provider for the provision of operating and maintenance services on the **Waste-Water Treatment Works at Ekandustria Industrial Park for a period of Three (3) years.**

ISSUED BY:

**Mpumalanga Economic Growth Agency
Supply Chain Management Unit
MEGA Office
02 Eastern Boulevard
Riverside Park
MBOMBELA
1200**

MEGA / 2024 / 05

CLOSING DATE: 16 AUGUST 2024 AT 12:00PM

NAME OF BIDDER: _____

TOTAL PRICE (ALL INCLUSIVE) : _____

SECTION 1: BIDDING INFORMATION

TERMS OF REFERENCE: MEGA / 2024 / 05

BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE SERVICES ON THE WASTEWATER TREATMENT PLANT AT EKANDUSTRIA INDUSTRIAL PARK FOR A PERIOD OF THREE (3) YEARS.

1. INTRODUCTION

The Mpumalanga Economic Growth Agency, hereinafter referred to as “**MEGA**” is a schedule 3D entity of the Mpumalanga Provincial Government with a mandate of stimulating economic growth in the province through inter alia: -

- (i) the provision of funding to SMMEs, Co-operatives and Agricultural enterprises, as well as the provision of housing loans to citizens of Mpumalanga within the gap market.
- (ii) proactively identifying investment opportunities within the province, attracting investment into such opportunities through various trade and investment promotion initiatives, as well as facilitating that such investments into the province derive maximum development impact.
- (iii) delivering massive infrastructure within the province.
- (iv) the development and management of property in the form of industrial parks which stimulate economic activity in the province.

In exercising its powers and functions as articulated in the Act, [“the MEGA Act 1 of 2010”], the entity must continually broaden the participation of Mpumalanga citizens in all the sectors of the economy and accordingly contribute, whether directly or indirectly, to the alleviation of poverty, unemployment and inequality.

2. PURPOSE

The Mpumalanga Economic Growth Agency intends to appoint a credible service provider to provide operation and maintenance services on the waste-water treatment works (WWTW) at Ekandustria industrial park for a period of three (3) years.

The issuance of this bid does not constitute a commitment to award a contract or pay any costs incurred in the preparation of this bid. Submitting a response to this bid is not a guarantee in any way that an interested party will be awarded, nor does it preclude any interested party from responding to the future procurement opportunities.

3. BACKGROUND

The Mpumalanga Economic Growth Agency (MEGA) is the owner and operator of the Ekandustria industrial park, just outside of the town of Bronkhorstspuit, Gauteng. MEGA has embarked on a programme to re-vitalize the estate and has appointed a facilities management company to ensure effective operation of the industrial park.

4. SCOPE OF WORK

The successful bidder is expected to undertake the following services:

- 4.1 Maintaining the Waste-Water Treatment Plant (WWTW) and networks, including attending to incidental emergencies.
- 4.2 Monthly wastewater quality monitoring, sampling and testing.
- 4.3 Daily operation and monitoring of the WWTW site, including management of the WWTW asset.
- 4.4 Providing monthly, quarterly and annual reports to the relevant MEGA management office.
- 4.5 Achieving Green drop status in treatment quality- Refer to DWA compliance requirements.
- 4.6 Submitting "As-built" drawings of the WWTW at the end of the contract
- 4.7 Attending monthly on-site meetings with the facilities management company and/or designated MEGA official/s to monitor status and functioning of the WWTW.
- 4.8 Providing standby personnel for emergency purposes.
- 4.9 Listing and providing critical maintenance equipment and tools.
- 4.10 Providing information on pipe leaks/damage as per the standard reporting format on a monthly basis.
- 4.11 Providing emergency call-out system, i.e. telephone line and ensure that the turnaround time is within 24 hours or less.
- 4.12 Providing materials relevant for treatment works maintenance. Such materials may be stored at the WWTW at the discretion of the service provider.

5. PROFILE OF THE BIDDING ENTITY

Prospective tenderers may submit bids as single entities or may enter into consortia or sub-contracting arrangements, but must nevertheless offer the range of skills, resources and experience to comprehensively respond to the requirements of this Request for Proposal (RFP).

The individual team members' skills and experience in combination with the organizational experience will be reflected as the tendering entity's skills and experience. The tenderer will be held accountable for ensuring project deliverables and for the professional conduct as well as integrity of its team members. The tenderer is expected to perform the necessary investigations remedial work necessary to bring the WWTW back to full functionality as well as any other work required to ensure compliance and proper functioning of the facility.

The Tenderer must, amongst other things, demonstrate the following:

- a) Internal professional capacity (through appropriately qualified personnel) and experience in similar projects and programmes.
- b) Knowledge and experience of national and international best practices.
- c) Knowledge and experience of the Waste-Water Treatment Works; and
- d) Possession of the necessary multi-disciplinary technical capability to execute all phases of the works.

Note: A lead team member may perform more than one (1) function but must then be able to meet the requirements for each of the roles for which the team member is proposed for.

6 PROJECT TIMELINES

The appointed service provider(s) will be required to start within thirty (days) after signing the contract to provide the WWTP services for a period of three (3) years. MEGA reserves the right to extend the term of appointment for a longer period not longer than 6 months after expiry of the three-year term.

7 EVALUATION CRITERIA

7.1 The Adjudication method

The two-stage tender evaluation and awarding process will be used to adjudicate the tender documents that will be submitted by potential bidders. The stages are described as being;

- a) **Stage 1 - Responsiveness assessment:** Tenders are evaluated for responsiveness based on the mandatory requirements stated.
- b) **Stage 2 – Functionality Assessment.**
- c) **Stage 3 – Preferential Points System:** Financial offer (tender price) evaluation and Specific goals: Evaluation of the bidder's scores for the price submitted and scoring of bidders on their specific goals. A bidder scoring the highest points in terms of price and specific goals will be recommended for appointment. 80/20 evaluation criteria will be used for this bid.

NB: all bidders should at least obtain a minimum of 70% in stage 2 (functionality) in order to qualify for stage 3

(Price Evaluation).

Price Points = 80

Specific goals = 20

TOTAL =100

“On the 04 November, the minister of Finance gazetted new Preferential Procurement Regulations (2022 Regulations) under the Preferential Procurement Policy Framework act, 2000 (PPPFA).

Appointment of a preferred bidder(s)

Subject to the provisions of MEGA Supply Chain Management Policy and the Procurement regulations of 2022, **MEGA reserves the right to:**

- a) Appoint one or more bidder(s) to provide the required service.
- b) Where applicable, negotiate the final fee or rates with the preferred bidder
- c) MEGA reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures**, where relevant.

7.2 Mandatory requirements

All the submitted proposals will be assessed for compliance with the mandatory requirements as listed below:

Table A: Mandatory requirements

MANDATORY REQUIREMENTS (Failure to meet the below requirement(s), the bidder will be disqualified)	
1.	Detailed Proposal that outlines: The operation and monitoring of the Wastewater Treatment site Execution Plan including Detailed Organogram Showing Project team members and their roles Monitoring quality, sampling and testing protocols Occupational Health & Safety (OHS) protocols at the WWTP Risk and mitigation measures Operating and maintenance services (SEE SECTION 3 BELOW:
2.	Submission of a valid Unemployment Insurance Fund (UIF) Compliance certificate issued by the Department of Labour. The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted
3.	A letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational injuries and Diseases Act, 1993 must be attached.

	The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted
4.	Joint Venture Joint Venture agreement to be attached and signed by all parties.
5.	Fully completed pricing schedule
6.	Completion of SBD1 - Total bid price
7.	Fully completed, signed Standard bidding documents (SBD1; SBD4; SBD6.1; SBD6.2; SBD 8 and SBD9)
8.	Letter of authority to sign the bidding documents
9.	Certified copies of Directors' or Shareholders Identity documents
10.	Proof registration on Central Supply Database (Detailed report)
11.	Letter of approval by the Executive Authority to do business if the entity has a member(s) who is / are Government employees
12.	Proof of minimum level 4 ME (Mechanical) grading with the Construction Industry Development Board (CIDB) or proof that the entity has capacity to be so registered as at closure of the bidding period. The grading will be verified by MEGA against the CIDB database of accredited contractors. A bidder with capacity to be registered in the required grading must submit proof of registration within 21 days of the closure of the bidding process.

* Bidders who submit information that is fraudulent, factually untrue or inaccurate will be disqualified.

7.3 Functionality assessment

Functionality points will be allocated out of a maximum of 100 points as detailed below from 7.4.1 to 7.4.6.

7.3.1 Technical Approach and Methodology

Description	Weight (Total: 25)	Points Scored (3, 4, 5, or 0)
Proposal to address the operation and monitoring of the waste-water treatment site	4	
Proposed execution plan	4	
Proposal to monitor quality, sampling and testing	4	

Occupational Health and Safety (OHS) inspector	4	
Risks and mitigation measures	4	
Proposal to address management and maintenance services	5	

7.3.2 Organogram- 5 points:

Description	Weight (Total: 5)	Points Scored (3, 4, 5, or 0)
Organogram showing project team members and their roles. Include CVs and education qualifications of professional personnel.	5	

7.3.3 Team Leader

Description		Weight (Total: 25)	Points Scored (3, 4, 5, or 0)
Experience of Team Leader in similar or related services (copies of Curriculum Vitae attached).	Below 5 years	8	
	Between 5 and 10	12	
	Above 10	15	
Qualification in Waste-water Engineering, Mechanical Engineering, Environmental Engineering/Science and other related fields. Certified copies of certificate(s) attached (3 personnel)	Diploma/Certificate	3	
	Bachelor Degree	6	
	Masters and/or Doctoral Degree/Professional Registration	10	

7.3.4 Competence and relevant experience of the Service Provider (Company/Firm)

Description		Weight (Total: 20)	Points Scored (3, 4, 5, or 0)
Company or Personnel registration with the Department of Water Affairs (DWA), certificate attached.		5	
List experience in similar or related services/projects	Below 5 projects	3	
	Between 5 and 10 projects	6	
	Above 10 projects	10	
Proof of appointment letters or completion certificate/purchase order or contract for the above list of projects		5	

7.3.5 Resources Available

Description	Weight (Total: 15)	Points Scored (3, 4, 5, or 0)
Set of maintenance equipment e.g. 1 two-ton truck and vacuum tanker. Attach proof.	5	
Pipe and appurtenance storage facilities, Mechanical supplies and spares. Provide proof of availability of the facilities.	5	
Provide list of sewer cleaning equipment and supplies. Attach proof.	5	

7.3.6 Locality

	Weight (Total: 10)	Points Scored (10, or 0)
- Based in Mpumalanga (10) - Outside Mpumalanga (0)		

8 ESTIMATED COST OF OPERATING AND MAINTAINING THE WWTW FOR THREE (3) YEARS.

The estimated cost for the provision of maintenance and management of the Ekandustria waste-water treatment works (WWTW) for a period of three (3) years must be shown by completing the below table.

Item No.	Description	Unit	Qty	Rate	Amount
1.	Section 1: Administration / Contract Compliance				
	<u>Fixed Charges</u>				
1.1	Legal and Contractual requirements (Compliance with Acts, Regulations and Statutory Requirements) (Tenderers to specify)				
	a) Performance guarantee	Sum	1		
	b) Compliance with Acts, Regulations and Statutory Requirements	Sum	1		
	c) Compliance with Municipal regulations, Laws and By-laws	Sum	1		
	d) Registration of water-use	Sum	1		
	e) Operator registration and Classification of Water care works	Sum	1		
	f) Environmental Impact Assessment (EIA) where applicable (e.g. for new Water Care Works)	Sum	1		
	g) Local Municipal permits and licenses, payment of fees, levies and taxes, issuing of contractual notices	Sum	1		
1.2	Site / Operator Facilities				
	a) Office / storage requirements				
	i. Furniture	Sum			
	ii. Stationery	Sum			
	iii. Telephone/Cell Phone	Sum			
	iv. Clothing and equipment	Sum			
	v. Fax	Sum			
	vi. Other (Tenderer must specify)	Sum			

	b) Establishment of facilities i. Workshop(s)/Labourers ii. Site Ablution Facilities iii. Site Notice Board iv. Personnel Accommodation v. Across road to site vi. Other (Tenderer must specify)	Sum Sum Sum Sum Sum Sum			
1.3	Operation and maintenance of the Site / Operator Facilities over 36 months a) Office / Storage requirements i. Furniture ii. Stationery iii. (Telephone/Cell phone) iv. Fax/Scanner v. Clothing and equipment ("PPE") vi. Other (Tenderer must specify)	Sum Sum Sum Sum Sum Sum			
1.4	Waste Quality Monitoring, Sampling & Testing Routine Tests to be done (number/month) (rate to include all consumable items i.e. additional glassware, chemicals, etc.). Independent Laboratory 6 months tests over 36 months	Sum Sum			
1.5	Data Logging / Record Keeping (a) Provision for the recording of rainfalls, site / miscellaneous occurrences, water test / sampling results etc. by the Operator	36 (Months)			

1.6	Operating Manual (a) Preparation of an Operating Manual covering the full spectrum of site / equipment operations and maintenance requirements	Sum			
1.7	Handover of Site (a) Cleaning, Repair Work and Painting of facilities and fencing in the last month of the contract (b) Allowance for other miscellaneous requirements associated within handover of site (Tenderer to specify)	Months	1		
1.8	Site Security Security Personnel Any additional Security measures/Equipment	Sum	36 36		
1.9	Company and Head Office overheads a) General Administration b) Help desk staff c) other (Tenderer must specify)	Sum Sum Sum			
1.10	Remedial Work a) Maintenance Filter b) Electrician c) Fitter/Electrician Assistant d) Casual Labour e) Other specialised work (Tenderer must specify)				
1.11	Emergency Work (Provisional Sums)	Provisional sum(s)			

1.12	Call-out rates for Emergency Work a) Maintenance fitter b) Electrician c) Fitter/Electrician Assistant d) Casual labour e) Other Specialised work (Tender must specify)	Prov sum(s)			
1.13	Provisional sums for emergency repair / replacement of equipment (a) Repairs to: pipelines, valves, flow meters, manholes, etc. (b) Pumps and motors (c) Chemical dosing equipment (d) Other Mechanical work (equipment) (e) Electrical work (switchgear and cable) (f) Site works (civil construction) (g) Cost of spares (provisional) (h) Contractor's percentage mark-up equipment for items	Prov sum(s)			
Item No.	Description	Unit	Qty	Rate	Amount
2	Section 2 : ROUTINE OPERATING AND MAINTENANCE RELATED ITEMS				

2.1	Staff and Personnel (Tenderer to submit minimum qualifications of suitable persons to be appointed) a) Site Supervisor b) Plant Operators c) Labourer d) Other (Tenderer must specify)				
2.2	Other Personnel (Tenderer must specify) a) Store man b) Driver c) Other (Tenderer must specify)				
2.3	Tools Equipment (a) Allowance for the hire specific tools and equipment necessary to undertake the maintenance tasks as specified. Tenderer to specify (b) Allowance for the purchase of specific tools and equipment necessary to undertake the maintenance tasks as specified. Tenderer to specify				
2.4	Routine Maintenance Services				
2.4.1	General administrative tasks associated with the operation and maintenance of the site				
2.4.2	Routine maintenance of all existing and future grounds, gardens and security fencing as specified				
2.4.3	Routine maintenance of all existing and future plant and equipment as specified				
2.4.4	Initial cleaning and painting of all metal surfaces, fencing and internal walls a) Cleaning all surfaces b) Preparations and painting of pump station building and pipe work				

	c) Preparation and painting of control/office building d) Security fencing of plant inlet works				
2.5	Consumables				
2.5.1	All consumables deemed necessary to carry out maintenance tasks specified e.g. Lubricating oil, grease, paint etc.				
2.6	Chlorination System				
2.6.1	Chlorine				
2.6.2	Hire chlorine cylinders				
2.6.3	Hire chlorine tanks and cradle				
2.6.4	Hire containers (only where applicable)				
2.7	Sludge Removal				
2.7.1	Cleaning of sludge lagoons and removal of 180 tons of sludge to an approved Landfill Site designed for Co-disposal (typically B+) every 6 months				
2.8	Removal of Screenings				
2.8.1	Clearing of the skip on a monthly basis and removal of all screenings to an approved Landfill Site				
TOTAL AMOUNT FOR THREE (3) YEARS EXCLUDING VAT		R			
VAT AMOUNT @15%		R			
TOTAL TENDER AMOUNT FOR THREE YEARS		R			

Addition or variation to Standard conditions of Tender

Acceptance of tender offer

Tender offers will only be accepted if:

- a) the Tenderer is able to produce a valid Tax Clearance Certificate issued by the South African Revenue Service.
- b) **Bid offer shall be submitted as one original copy**
- c) the Tenderer or any of its directors 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, and
- d) the Tenderer has not:
 - ☐ abused the Employer's Supply Chain Management System; or
 - ☐ failed to perform on any previous contract and has been given a written notice to this effect.

Each criterion will be evaluated on a scale of 0 to 5 which shall be scored as indicated in the table below:

$$\text{Criterion Points scored} = \frac{\text{score (0 to 5)}}{5} \times \text{Weight of the Criterion}$$

Response	Score	Minimum assessment criteria
No response	0	The bidder does not include the relevant information required in the bid document.
Very poor	1	The bidder submits <u>relevant</u> information but is either incomplete or <u>lacks significantly</u> in addressing the expected response.
Poor	2	The bidder submits <u>relevant</u> information but is either incomplete or <u>somewhat lacking</u> in addressing the expected response.
Adequate	3	The bidder provides <u>sufficient information</u> as expected that addresses the required response adequately.

Very good	4	The bidder provides <u>more than sufficient</u> information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response.
Excellent	5	The bidder provides more than sufficient information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response. In addition, the bidder provides <u>innovative solutions and/or approach</u> to address the identified problem(s)

Bidder(s) who obtain a minimum of 70% to be evaluated further for price and specific goals.

Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points system, where 80 points will be allocated to price only and 20 points will be allocated in line with the specific goals.

9 CONFIDENTIALITY

This bid and all information in connection therewith shall be held in strict confidence by interested parties and usage of such information shall be limited to preparation of the bid.

10 CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by the Mpumalanga Economic Growth Agency (hereinafter referred to as "MEGA"), as required by the Protection of Personal Information Act.

The use of the words "the individual" for the purposes of this document shall be a reference to any person, with reference to the bidder and its directors/shareholders/personnel, communicating with MEGA and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

10.1 What is personal information?

The personal information that MEGA may require relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

10.2 What is the purpose of the collection, use and disclosure (the processing) of personal information?

MEGA is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting initiatives to the Mpumalanga Department of Economic Development and Tourism.
 - reporting all contracts awarded to National Treasury.
 - obtaining information related to Tax Compliance information from SARS.
 - verifying information on the National Treasury database of defaulters.
 - evaluating and processing applications for registration on the database.
 - compiling statistics and other reports.
 - providing personalized communication in respect of the tender/quotation submitted.
 - complying with the law; and/or
 - for a purpose that is ancillary to the above.
 - for the evaluation and adjudication of Quotations, Request for Proposals and Panel of service providers
 - posting all awards for Request for Proposals and Panel on the MEGA website
- Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

10.3 How will MEGA process personal information?

MEGA will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual
- through the documents submitted with the tender/quotation.
- from service providers who provided services or goods to MEGA.
- from MEGA's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

10.4 To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information), where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for.

In the event of another party/ies acquiring all of or a portion of MEGA's mandate or functions, personal information will be disclosed to that party, but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

In respect of Request for Proposals and Panel to the Bid Evaluation and Adjudication Committee members

10.5 Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MEGA to process the personal information provided for the purpose stated:

- I understand that withholding of or failure to disclose personal information will result in MEGA being unable to perform its functions and/or any services or benefits I may require from MEGA.
- Where I shared personal information of individuals other than myself with MEGA, I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MEGA not responsible and harmless in respect of any claims by any other person on whose behalf I have consented, against MEGA should they claim that I was not so authorised.
- I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MEGA responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

10.6 Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MEGA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MEGA agrees to same in writing. MEGA specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- To withdraw consent, please contact the MEGA Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MEGA so that our records may be updated. MEGA will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MEGA may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,

- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
- giving access may cause a third party to refuse to provide similar information to MEGA,
- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law

10.7 Queries relating to breach of personal information:

Please submit queries relating to the breach of personal information to the MEGA's information officer/SCM in writing as soon as the breach is discovered.

Signature:	Date:
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11 CLOSING DATE AND TIME

Time: 12h00 pm South African Time (GMT +2.00)

Date :16 AUGUST 2024

12 COMPULSORY BRIEFING AND SITE INSPECTION

A compulsory site inspection will be held as follows.

- Venue : Ekandustria MEGA Office
- Date : 22 July 2024 @ 10:00am

A compulsory briefing session will be held as follows.

- Venue : Ekandustria MEGA Office
- Date : 22 July 2024 @ 12:00am

The Bid is valid for a period of 90-120 days

SECTION 2: RESPONDENT INFORMATION

SECTION 2: RESPONDENT INFORMATION

(To be completed by Respondent)

Respondent Information

1. Name of company: _____

2. Company registration number: _____

3. Address of company:

Postal Address:

Street Address:

Company's internet address:

4. Contact person:

Name:

Designation:

Telephone number:

Fax number:

5. Names of the directors of your company:

Name:

Designation:

6. Total number of Employees:

7. Declaration:

The information supplied in this document is correct and complete to the best of my knowledge and accurately reflects the capability of:

(Company name):

Signature:

Date:

Name:

This bid is signed in my capacity as:

SECTION 3: TERMS AND CONDITIONS

SECTION 3: TERMS AND CONDITIONS
(To be read very carefully by respondent)

Special conditions for the bid

13 INTERPRETATION AND DEFINITIONS

13.1 Definitions

The expressions defined below shall have the meaning hereby assigned to them unless inconsistent with the context of a particular proposal, agreement, contract or order.

12.1.1 “Company”: Mpumalanga Economic Growth Agency

12.1.2 “Closing date”: the date and hour specified in the document

14 BID INVITATION

14.1 Bid Preparation

All costs in the preparation, presentation and demonstration will be on the account of the interested parties. All supporting documentation and manuals submitted in response to this bid will become “company’s” property unless otherwise stated by the interested parties at the time of submission.

14.2 Confidentiality

The information obtained through this bid will be regarded as confidential; however, MEGA does not accept liability for any information which may become public.

14.3 Samples

Interested parties may, as part of their response, submit samples, brochures or documentation of the products supplied by the interested parties. Samples, brochures and documentation submitted will be returned to the interested parties only on request.

14.4 Background checks

MEGA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to MEGA to conduct background checks on the bidding entity and any of its directors/ partners / trustees / shareholders / members.

14.5 South African Based Companies

MEGA promotes Local Production and Content; and for the purpose of this tender, MEGA reserves the right to only consider South African based companies for appointment under this tender.

15 BID

15.1 Document requiring completion and return

Interested parties must complete and submit the following documents as part of their response:

- a. Prescribed bid document
- b. Completed and signed SBD documents (SBD1, 4, 6.1)
- c. General conditions of contract
- d. Any information required in this bid

15.2 Amendment of documents by MEGA

MEGA may, at any time prior to the deadline for lodging the bid, amend the documents or extend the time for lodging documents by notice in writing to the prospective Interested parties. (Any amendments under this clause will become part of the request for information).

16 PREPARATION OF THE BID

Language of document

The bid and all correspondence and documents related to the bid exchanged by the interested parties and MEGA shall be written in English.

16 SUBMISSION OF THE BID

16.1 Address and marking of bid

All bids must be:

- a) Enclosed in a plain envelope or wrapping and clearly marked with the bid number specified on the document.
- b) Lodged so as to ensure that they are received not later than the closing time and date specified for their receipt in accordance with directives issued with the document.

16.2 Number of copies required

The interested parties must submit 1 original copy and 1 soft copy (Memory stick).

16.3 Closing date

All bids close on the date and the time indicated in the document.

16.4 Late submissions

Bids are late if they are received at the address indicated in the document after closing time and date. MEGA will not consider any late bid(s).

17 ENQUIRIES

Enquiries related to this bid may be addressed via email on or before **22 July at 16h00.**

All Supply Chain Management enquiries must be directed to:
Mr. Ammick Milanzi Mpumalanga Economic Growth Agency Supply Chain Management Unit: 013 492 5818 ammick.milanzi@mega.gov.za,

18 CLOSING DATE AND TIME

Time : 12h00 pm South African Time (GMT +2.00)

Date : 16 AUGUST 2024

19 COMPULSORY BRIEFING SESSION

Compulsory briefing session will be held as stated on the documents.

20 METHOD AND PLACE OF SUBMISSION

All the Bid documents together with the supporting documents must be submitted on sealed envelope, marked with the Name of bidder, Bid number, Bid description and closing date and be deposited in the tender box as per closing date and time per bid above. The address is as follows:

MEGA Head Office

Supply Chain Management Unit

1st Floor,
02 Eastern Boulevard Street
Riverside Park
MBOMBELA
1200

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)					
BID NUMBER:	MEGA/2024/05	CLOSING DATE: 16 AUGUST 2024	CLOSING TIME:	12H00 PM	
DESCRIPTION	BID FOR THE OPERATING AND MAINTENANCE SERVICES OF THE WASTE-WATER TREATMENT WORKS AT EKANDUSTRIA INDUSTRIAL PARKS FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MEGA OFFICE PARK (1 ST FLOOR)					
02 EASTERN BOULEVARD					
RIVERSIDE					
MBOMBELA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. TM MAHLANGU		CONTACT PERSON	E. NYATHIKAZI	
TELEPHONE NUMBER	013 492 5818/7		TELEPHONE NUMBER	013 492 5818/7	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thabi.mahlangu@mega.gov.za		E-MAIL ADDRESS	erick.nyathikazi@mega.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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.

SBD4

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS

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.

SBD4

1, 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
SMMEs	10
>50% Black female ownership	5
>50% Black youth ownership	5
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

Pt = 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, 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMMEs	n/a	10		
>50% Black female ownership	n/a	5		
>50% Black youth ownership	n/a	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

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

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

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