MPUMALANGA ECONOMIC REGULATOR

An Entity of the Department of Economic Development and Tourism

MER/T02/2026

REQUEST FOR PROPOSAL TO CONDUCT A FEASIBILITY STUDY FOR A FOURTH CASINO LICENCE IN MPUMALANGA PROVINCE

CLOSING DATE: 30 JANUARY 2026 11:00 AM

Tender number: MER/T02/2026

December 2025

Issued by:
The Chief Executive Officer
Mpumalanga Economic Regulator
Private Bag X9908
White River
1240

Contact Person:
Mr Nivard Lubisi
Executive Manager, Research and Planning
Email:scm@mer.org.za
Tel 013 750 8000

Name of tenderer: ____

Total Bid price: ____

Bidder

RFP NUMBER:	MER/T02/2026
DESCRIPTION:	FEASIBILITY STUDY FOR A FOURTH CASINO LICENCE IN MPUMALANGA
PUBLISH DATE:	05 December 2025
VALIDIY PERIOD:	90 Days from the closing date
CLOSING DATE:	30 January 2026
CLOSING TIME:	11:00 AM
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	MER Building, First Avenue, White River, 1240, Mpumalanga Province, South Africa
ATTENTION:	Reineth Mampane
NB: Bidders must ensure that they sign the register at the reception when delivering their bids	

Bidder

Table of contents

Bidder

SECTION: 1

CONDITIONS AND UNDERTAKINGS BY TENDERER IN RESPECT OF THIS TENDER

Bidder

1 CONDITIONS AND UNDERTAKINGS BY THE BIDDER

1.1 The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

1.1.1 Black ink should be used when completing Bid documents.

1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. Mpumalanga Economic Regulator will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Mpumalanga Economic Regulator on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

1.3 I/We agree that -

1.3.1 the offer herein shall remain binding upon me/us and open for acceptance by Mpumalanga Economic Regulator during the validity period indicated and calculated from the closing hour and date of the Bid;

1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

	Bidder

1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

…………………………………………. …………………………..

Signature(s) of Bidder or assignee(s) Date

Name of signing person ……………………………………………………………………

Capacity …………………………………………………………………………………

Are you duly authorized to sign this bid? ……………………………………………………..

Name of Bidder [company name] ………………………………………………………….

……………………………………………………………………………………………...

Postal address (full street address of this place) (in block letters)

…………………………………………………………………………………………….

Telephone Number: ………………………………. Cell Number …………………………….

Email address ……………………………………………………………………………

Bidder

SECTION: 2

2 BID CONDITIONS

Bidder

2.1 SUBMISSION OF TENDERS

2.1.1 The closing date, company name and the return address must also be endorsed on the envelope.

2.1.2 If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.

2.1.3 No tender received by email, facsimile or similar medium will be considered.

2.1.4 Where a tender document is not in the tender box at the time of the tender closing, such a tender document will be regarded as a late tender. Late tenders will not be considered.

2.1.5 Amended tenders may be sent in an envelope marked "Amendment to tender" and should be placed in the tender box before the closing time.

2.1.6 The tenderer is responsible for all the costs that they shall incur related to the preparation and submission of the tender document.

2.1.7 A copy/s of any affiliations that you are affiliated to.

2.1.8 Kindly note that the MER is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers will be advised in writing of such amendments in good time using the same channels that were used to advertise the tender.

2.1.9 The MER does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, or not to make an appointment.

2.1.10 The tenderer hereby offers to render all or any of the services described in the attached documents to the MER on the terms and conditions and in accordance with the specifications stipulated in this Tender documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

2.1.11 Tenders submitted by Companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Tender.

2.1.12 The tenderer shall prepare for a possible presentation should MER require such and the tenderer shall be notified thereof no later than 4 (four) days before the actual presentation date.

Bidder

2.1.13 The tenderer hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by the MER during the validity period indicated and calculated from the closing hour and date of the Tender; this Proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

2.1.14 The tenderer furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her Tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

2.1.15 The tenderer hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

2.1.16 Failure to comply with any of the conditions as set out above will invalidate the tender.

……………………………………	…………………………………
SIGNATURE OF BIDDER	DATE
……………………………….	…………………………………
POSITION	NAME OF BIDDER

Bidder

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and are required to explicitly state either "Accept" or "Not Accept" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

2.2 A **"√"** under "Accept" will be interpreted as full compliance/acceptance to the applicable paragraph. A **"√"** under "Not Accept" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph.

2.3 The following bid conditions will govern the contract between the Mpumalanga Economic Regulator and the successful bidder:

Requirement	**ACCEPT**	**NOT ACCEPT**
2.3.1 Bidders are invited to offer the Services in accordance with the attached terms of reference within this document.		
2.3.2 The successful Bidder/s will be contracted to provide the services for a period to be agreed after which MER reserves the right to review and extend the contract for further period/s at the MER's discretion.		
2.3.3 The fees will be negotiated.		

Bidder

Interpretation of requirements	ACCEPT	NOT ACCEPT
2.3.4 The Bidder/s shall accept MER's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and MER.		
2.3.5 Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and MER, it shall be dealt with in terms of General Conditions of Contract of this document		
2.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.		

Bidder

Requirement	**ACCEPT**	**NOT ACCEPT**
2.3.7 Bidders are invited to offer the Services in accordance with the attached terms of reference within this document.		
2.3.8 The successful Bidder/s will be contracted to provide the services for a period to be agreed after which MER reserves the right to review and extend the contract for further period/s at the MER's discretion.		
2.3.9 The fees will be negotiated.		

Interpretation of requirements	**ACCEPT**	**NOT ACCEPT**
2.3.10 The Bidder/s shall accept MER's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and MER.		
2.3.11 Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and MER, it shall be dealt with in terms of General Conditions of Contract of this document		
2.3.12 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.		

Bidder

Documentation	ACCEPT	NOT ACCEPT
2.3.13 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
2.3.14 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		

Bidder

Selection	ACCEPT	NOT ACCEPT
2.3.15 MER reserves the right to evaluate and consider any Bids that do not comply strictly to this RFP.		
2.3.16 Acceptance of any Bids will only indicate, without any obligations on the part of either MER and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
2.3.17 MER reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
2.3.18 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to MER and not necessarily on the basis of lowest price or any other criteria.		
2.3.19 Should MER consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required?		
2.3.20 Should MER consider it necessary, MER will visit the Bidder/s customer sites.		
2.3.21 MER reserves the right:		
2.3.21.1 to cancel this RFP at any time;		
2.3.21.2 not to accept any Bids;		
2.3.21.3 to accept one or more Bids for further negotiation and;		
2.3.21.4 to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Bidder

Precedence	**ACCEPT**	**NOT ACCEPT**
2.3.22 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
2.3.23 If there are any contradictory requirements between the specifications, and other specifications that have been quoted, the order of precedence, from highest to lowest is: • Statutory and mandatory requirements, • This bid document, • Contract Conditions.		

Alternative suppliers	**ACCEPT**	**NOT ACCEPT**
2.3.24 The Bidder accepts that the MER will have the right to contract with any other Service Provider for provision of services not covered by this specification.		

Service approval	**ACCEPT**	**NOT ACCEPT**
2.3.25 The Procuring of the Services shall not take place until MER has given final approval of all procedures.		

Additional Criteria	**ACCEPT**	**NOT ACCEPT**
2.3.26 MER will evaluate the bids against the following criteria: • Functionality; and • The 80\20 preference point system as prescribed in the Preferential Procurement Policy Framework Act., 2000 (PPPFA).		

Bidder

Addenda	**ACCEPT**	**NOT ACCEPT**
2.3.27 In the event that modifications, clarifications or additions to the RFP become necessary, all Bidders will be notified, in writing, addenda to this RFP.		

Preparation Costs	**ACCEPT**	**NOT ACCEPT**
2.3.28 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFP will become MER property.		

Confidential Material	**ACCEPT**	**NOT ACCEPT**
2.3.29 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
2.3.30 The Bidder accepts and expressly consent to the lawful processing of personal information in terms of the Protection of Personal Information Act, 2013 (“ POPIA”) and any personal information submitted as part of this bid shall be processed by the MER for the purpose of evaluating the bid, awarding and managing the contract, and for any other legitimate purpose directly related to such processes		

Bidder

2.4 RESPONSE FORMAT

Tenderers shall submit their responses in accordance with the response format specified below (each schedule must be clearly marked):

2.5 Cover Page: (the cover page must clearly indicate the tender reference number, tender description and the tenderer's name)

2.6 Schedule 1: Executive Summary (clearly indicating the bidding structure and the responsibilities of each member of the bidding structure)

2.7 Schedule 2

2.7.1 Conditions of Bid and Contract: Section 1 - of this tender document (duly signed);

2.7.2 Original and Valid tax clearance certificate(s);

2.7.3 Certified copies of your CIPC company registration documents listing all members with percentages, in case of a CC. Or latest certified copies of all share certificates in case of a company;

2.7.4 Standard bidding documents (duly signed);

2.7.5 Submission of valid certified copy of B-BBEE certificate or sworn affidavit in the case of EME;

Note: If a Consortium, Joint Venture or Subcontractor, the documents listed above (2.5.4) must be submitted for each Consortium/ JV member or subcontractor.

2.8 Schedule 3: Response to Section 2 of this document

2.9 Schedule 4: Price Proposal

2.10 Schedule 5: Soft copies of the proposal (on a USB)

Bidder

SECTION: 3

TERMS OF REFERENCE

Bidder

3 TERMS OF REFERENCE

3.1 BACKGROUND

Regulated gambling in South Africa was extended in 1994, from horse racing to include casinos, bingo and the national lottery. Since the allocation of the first casino license in March 1997 and the launching of the national lottery in 2000, much debate has been generated on the impact of legalised gambling in South Africa.

Four casino licences were allocated to the Mpumalanga Province for possible issuing to casino companies. Three of these licences were issued to Graceland Hotel, Casino and Country Club (Secunda); Emnotweni Casino (Mbombela) and The Ridge Casino (Emalahleni). One licence has not yet been issued by the Mpumalanga Economic Regulator (MER).

Given the evolving economic environment, changing punter preferences, and technological advancements (including the growth of online betting), the Mpumalanga Economic Regulator (MER) seeks to commission a feasibility study to assess the viability, desirability, and potential socio-economic impact of granting the fourth casino licence. A similar study was last conducted in 2014. However, significant shifts since then, such as population growth, disposable income trends, the rise of online betting warrant a new evidence-based review.

3.2 PURPOSE OF THE STUDY

The study aims to provide an objective, evidence-based assessment of the economic, social, and regulatory feasibility of issuing the fourth casino licence within the province. The intention is to determine whether or not it would be feasible to issue a Request for Proposals (“RFP”)

for the fourth casino licence, in terms of the Mpumalanga Gambling Act, 1995 (Act No. 5 of 1995).

3.3 RESEARCH OBJECTIVES

The study should:

- Assess current and projected population demographics and household income patterns.
- Determine levels of participation in gambling activities, by district and gambling mode.

Bidder

- Evaluate the propensity to gamble and potential market saturation levels.
- Estimate the size and potential growth of the provincial and district-level casino market.
- Identify potential revenue leakage to casinos in neighbouring provinces and the extent of cross-border spending inflows.
- Examine potential economic, employment, and fiscal impacts of introducing an additional casino.
- Assess social implications, including risks of gambling addiction and community impact, proposing mitigation strategies.

The above calculations should provide an estimate of the gambling (casino) expenditure by district municipality. Specific districts can then be aggregated to estimate the potential size of the casino market in areas without resident casinos. Notes should also be included in the report on Mpumalanga districts adjacent to casinos in other provinces. The latter may result in leakages of casino expenditure from Mpumalanga. The counter argument must also be highlighted, namely casino expenditure from non-Mpumalanga residents. No detailed calculations will be made on the leakage or 'importation' of casino expenditure from or to Mpumalanga.

3.4 SCOPE

The scope should include:

- Market Analysis
- Economic Impact Assessment:
- Financial Feasibility
- Regulatory and Legal Considerations
- Social and Community Impact
- Operational Feasibility
- Risk Assessment

The above calculations should provide an estimate of the gambling (casino) expenditure by district municipality. Specific districts can then be aggregated to estimate the potential size of the casino market in areas without resident casinos. Notes should also be included in the report on Mpumalanga districts adjacent to casinos in other provinces. The latter may result in leakages of casino expenditure from Mpumalanga. The counter argument must also be highlighted, namely casino expenditure from non-Mpumalanga residents. No detailed calculations will be made on the leakage or 'importation' of casino expenditure from or to Mpumalanga.

Bidder

3.5 METHODOLOGY

Due to the wide spectrum of socio-economic impact calculations and quantifications to be conducted, various methodologies would have to be applied. This section highlights the research methodologies that would generate the desired output to achieve the objectives as stated above.

A large volume of data will have to be collected from stakeholders in the gambling industry in Mpumalanga.. This information will include, inter alia: Gross Gambling Revenue, gambling levies, employment and number of gamblers.

The Researcher, must determine a suitable data sources and methodology required for the feasibility assessment Some of the data needs could, however, be met by the database maintained by the MER.

The determination of the sample size must take into account cost and time, and include the following:

(a) Degree of variability of the survey population. The more heterogeneous the population, the larger the sample size should be.
(b) Degree of precision. The greater the precision required, the larger the sample size that is needed.
(c) Degree of confidence.
(d) The extent of disaggregated analysis.

The Researcher shall be required to submit a proposal on how the study will be commissioned, as well as, to submit a price proposal to carry out the study. A pre-engagement session may be held with the Researcher, prior to commencement of the research study.

3.6 TIMEFRAMES

The project shall commence immediately after signing of a service level agreement between the MER and the Researcher. The final report must be submitted to the MER within 3 months after commencement of the study, subject to these terms and conditions.

Bidder

3.7 NATURE AND FORM OF THE RESULTS

3.7.1 Deliverables

The Researcher shall be required to submit a written report in a descriptive manner with supporting statistical analysis. The data in the report shall be capable for graphic exposition and presentation. The report shall be available in hard copy and electronically (MS Word). A data set of the survey results shall also be supplied in SPSS or any statistical package preferred by the MER. A comprehensive PowerPoint presentation of the research results shall also be submitted.

The project deliverables would be a full report elaborating on, inter alia, the following aspects:

a) Background and objective of the study.
b) Methodology applied in the estimates.
c) Databases for analysis.
d) Gambling and casino expenditure in Mpumalanga.
e) Propensity to gamble.
f) Size of the Mpumalanga gambling and casino market by selected areas.
g) Impact of adjacent non-Mpumalanga casinos.
h) Impact of the other modes of gambling on casinos.
i) Can Mpumalanga sustain a fourth casino? If so,
    - provide the parameters of the intended 4th casino in terms of an investment amount (inclusive of the casino itself, ancillary facilities and back-up infrastructure for water and electricity);
    - provide the parameters of the intended 4th casino in terms of size (for example: would the viability calculations support the development of a stand-alone resort or an addition to an existing development in support of tourism.); and
    - provide the business model, including number of sustainable jobs and land-based / online presence (with inter-dependency, if applicable)

3.7.2 Presentations

The survey findings and statistical analysis shall be presented to the MER Board.

3.7.3 Progress Reports

Progress reports shall be submitted to the MER at regular intervals as agreed upon, indicating the progress with the project as well as any constraints that might be experienced.

Bidder

3.7.4 Research Ethics and Intellectual Property

The ownership of any intellectual property resulting and relating to this research project shall vest in the MER.

3.7.5 Progress Reports

Progress reports shall be submitted to the MER at regular intervals as agreed upon, indicating the progress with the project, as well as any constraints that might be experienced.

3.7.6 Intellectual Property

The ownership of any intellectual property resulting and relating to this research project shall vest in the MER.

3.8 Competency and expertise requirements

It is essential that the service provider is experienced, suitably qualified and competent to conduct professional research. The service provider may be requested to provide evidence of qualifications and experience in similar research projects.

3.9 Validity of proposal

The proposal must be valid for a period of at least ninety (90) days from the due date for submission of all bids.

3.10 Number of proposals

Proposals must be submitted as one original tender document with one copy of the entire proposal, including all documents referred to below, as well as a soft copy of the proposal. All submitted proposals will become the property of the MER, and will not be returned.

3.11 Evaluation Criteria

3.11.1 Mandatory Administrative Criteria

Bids that do not meet the following criteria will be disqualified and will not be evaluated further (i.e. following documentation required):

- Proposal to conduct the research feasibility study for a fourth casino licence in Mpumalanga Province.

Bidder

- methodology used by the firm including, but not limited, the approach that will be adopted
- Professional affiliation where applicable;
- qualifications of team members (**Curricula Vitae and certified copies of qualification certificates must be attached**);

- Certified copy of company registration/close cooperation;
- Certified copy of identities documents of directors/ members /partners
- A copy of Joint Venture agreement if applicable
- Certified copy /Original B-BBEE certificate
- Proof of banking details
- Complete and signed SBD (Standard bidding document) forms:
- SBD 1: Invitation to Bid
- SBD 3.3: Pricing Schedule
- SBD 4: Bidder's Disclosure
- SBD 6.1: Preference Points Claim Form

Bidders must satisfy the mandatory administration criterion in order for them to be evaluated further.

Refer to Annexure A

- Details of contracts for similar/related work and contact details (Appointment letter, reference letter or contract for each project must be attached);

Refer to Annexure B.

Bidder

3.12 This tender will be evaluated using a two-stage bidding process.

3.12.1 Functionality; and

3.12.2 The preference point system as prescribed in the Preferential Procurement Policy Framework Act., 2000 (PPPFA). 80 Points representing price and 20 points as per specific goals. Refer to SBD 6.1. Only bidders who meet the minimum requirement in the functionality criterion will be considered for this phase.

Functionality Criterion:

Technical / Functional Criteria	Weightings
Technical Proficiency Company profile to be submitted (in case of a Joint Venture, all companies must submit separate profiles)	15 points
Bidders Relevant Experience Provide MER with portfolio of similar research work done • 0 projects – 0 points • 1 project – 5 points • 2 projects – 10 points • 3 projects – 20 points • 4 projects – 30 points • 5 or more projects – 40 points	40 points
Research approach and methodology Detailed approach, methodology and process to be adopted. Work plan to be linked to deliverables and outputs. • Approach – 10 points • Methodology – 10 points • Work plan – 10 points	30 points
Resources Experience The service provider must submit the CV's of the project team that will be used in the project and indicate where they will be utilized.	15 points

The minimum qualifying score for functionality will be 80, Bids scoring less than 80 points on functionality will be set aside and not be evaluated further.

Bidder

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by black people	3	
51% owned by black people who are women	5	
51% owned by black people who are youth	8	
51% owned by black people with disabilities	4	

Bidder

3.13 Submission details

The submission of proposals should be forwarded to the MER's Office as follows

- Closing Date: 30 January 2026
- Closing Time :11H00
- The time and location for opening of the tender offers is
  30 January 2026 at 11H00 AM; MER Boardroom.
- The physical address for the submission of tender documents is: Mpumalanga Economic Regulator, First Avenue, White River ,1240.
- Documents may be obtained from the MER's website and National Treasury's e-tender portal.
- Proposals must be enclosed in a sealed envelope.
- Tenders may only be submitted on the tender documentation that is issued. Bidders must initial each page of the tender document. Emailed and late tenders will not be accepted.

Failure to company with these conditions will invalidate your offer.

The MER does not bind itself to accept the lowest or any tender, and reserves the right to accept any tender or any part thereof, or not to make an appointment.

Any queries regarding this matter can be directed in writing to the Chief Financial Officer, at scm@mer.org.za

Bidder

SBD 1

PART A- INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA ECONOMIC REGULATOR					
BID NUMBER:	**MER/T02/2026**	CLOSING DATE:	**30 January 2026**	CLOSING TIME:	**11h00**
DESCRIPTION	**REQUEST FOR PROPOSAL TO CONDUCT A FEASIBILITY STUDY FOR A FOURTH CASINO LICENCE IN MPUMALANGA**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
MER BUILDING					
FIRST AVENUE					
WHITE RIVER					
1240					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Makhosazane Mthethwa**	CONTACT PERSON	**Nivard Lubisi**
TELEPHONE NUMBER	**013 750 8000**	TELEPHONE NUMBER	**013 750 8000**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**scm@mer.org.za**	E-MAIL ADDRESS	**scm@mer.org.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

3.13.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	*3.13.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

☐ Bidder

***ARE YOU THE ACCREDITED REPRESENTATIVE** IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR** THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	…………………………………	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		*TOTAL BID PRICE (ALL INCLUSIVE)*	**R……………………………**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	
PUBLIC ENTITY	MPUMALANGA ECONOMIC REGULATOR
CONTACT PERSON	REINETH MAMPANE
TELEPHONE NUMBER	013 750 8000
E-MAIL ADDRESS	scm@mer.org.za

☐ Bidder

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 ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……………………………………………… BID NO.: **MER/T02/2026**

CLOSING TIME 11:00 CLOSING DATE: **30 JANUARY 2026**

OFFER TO BE VALID FOR ……90……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.………………… DESCRIPTION ……………………………………………...

BID PRICE IN RSA CURRENCY
**(ALL APPLICABLE TAXES INCLUDED) R……………………………………………..

---

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R………..……………………………………

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.

PERSON AND POSITION	HOURLY RATE	DAILY RATE
………………………………	R………………….	R……………….
………………………………	R………………….	R……………….
………………………………	R………………….	R……………….
………………………………	R………………….	R……………….
………………………………	R………………….	R……………….
………………………………	R………………….	R……………….

Bidder

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED,	COST PER PHASE	MAN-DAYS TO BE SPENT
………………………………………	R……………………	……………days
………………………………………	R……………………	……………days
………………………………………	R……………………	…………… days
………………………………………	R……………………	…………… days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
………………………………..	…………	………………	R ……………
………………………………..	…………	………………	R …………….
………………………………..	…………	………………	R ……………
………………………………..	…………	………………	R ……………

TOTAL R...

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost,etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

Bidder

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
…………………………………….	…………	……………	R …………….
…………………………………….	…………	……………	R…………….
…………………………………….	…………	……………	R……………
…………………………………….	…………	……………	R……………

6. Period required for commencement with project after acceptance of bid …………………..
7. Estimated man-days for completion of project ……………………………………………..
8. Are the rates quoted firm for the full period of contract *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index ………………………………………………………………….…………………………………… ……………………………………

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Chief Financial Officer: Reineth Mampane

Tel: (013) 750 8000

Email: scm@mer.org.za

Bidder

SBD 4

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 interest[1] 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

[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.

Bidder

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 consortium[2] 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

[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.

Bidder

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

Bidder

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals

1.3 **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**

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

Bidder

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

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:

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Bidder

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20	**or**	**90/10**
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Bidder

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by black people	3	
51% owned by black people who are women	5	
51% owned by black people who are youth	8	
51% owned by black people with disabilities	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm………………………………………………………………….

4.3. Company registration number: ……………………………………………………………

4.4. 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]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

☐ Bidder

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:
………………………………………………………

………………………………………………………

Bidder

ANNEXURE A: CHECKLIST

3.14 Documents to be completed

- Bid Conditions
- Completed and signed SBD (Standard bidding document) forms:
- SBD 1: Invitation to Bid
- SBD 3.3: Pricing schedule
- SBD 4: Bidder's Disclosure
- SBD 6.1: Preference points claim form
- Annexure B: Track record

3.15 Documents to be attached:

- Proposal to conduct to conduct a feasibility study for a fourth casino licence in Mpumalanga province;
- Curricula Vitae with experience of research team;
- Certified copies of qualification certificate of research team;
- Proof of registration to a professional body if registered;
- Certified copy of company registration \close cooperation;
- Certified copy of identities documents of directors \members \partners;
- A copy of joint Venture agreement if applicable;
- Certified copy \Original B-BBEE certificate;
- Proof of banking details;
- Details of similar completed contracts (maximum of five). A copy of the appointment letter/Reference letter/contract must be attached.

Kindly take note that:

Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.

Bidder

Annexure B: Track Record

List the company's track record of similar completed contracts

No.	Project Description	Place (town)	Reference/ contact person	Telephone Number	Email Address	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual Date of completion
1										
2										
3										
4										
5										

Kindly attach proof in the form of the appointment letter/reference letter/contract for the work listed above.

ANNEXURE C:

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

TABLE OF CLAUSES

Bidder

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 tender documents for the receipt of Tenders.

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 goods 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

Bidder

includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender 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 tender 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 goods covered by the Tender will be manufactured.

1.17 “Local content” means that portion of the tender 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 tender 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

Bidder

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tender 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

Bidder

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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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 tender 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.

Bidder

8. Inspections, tests and analyses

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

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of GCC.

Bidder

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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(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;

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(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, 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.

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.

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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 judgement 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.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

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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.

28. Limitation of Liability

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

28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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.

31. Notices

31.1 Every written acceptance of a Tender 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 Tender 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

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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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

35.1 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.

35.2 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 section 59 of the

Competition Act No. 89 of 1998.

35.3 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 termainate 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.

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