



REQUEST FOR QUOTATION (RFQ)

PROVISION OF PROJECT MANAGEMENT AND RELATED PROFESSIONAL SERVICES: OFFICE FITOUT FOR MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA) FOR THE ESTABLISHMENT OF INVESTSA ONE STOP SHOP MPUMALANGA

ISSUED BY

MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)

SUPPLY CHAIN MANAGEMENT UNIT

02 EASTERN BOULEVARD

RIVERSIDE

MBOMBELA

1200

QUOTATION NUMBER: MEGA 66

CLOSING DATE: 13 JUNE 2025 @12H00

NAME OF A BIDDER: _____

TOTAL PRICE (all inclusive): _____

SECTION 1: GENERAL INFORMATION

Terms of Reference
APPOINTMENT OF A PROJECT MANAGER: OFFICE FITOUT FOR MPUMALANGA ECONOMIC GROWTH AGENCY FOR THE ESTABLISHMENT OF THE INVESTSA ONE STOP SHOP MPUMALANGA

1. INTRODUCTION

The Mpumalanga Economic Growth Agency (MEGA) is mandated for the implementation of economic growth initiatives in the province with a focus on.

- Providing funding in respect of property development, approved enterprises, housing loans, and agricultural development focusing primarily on previously disadvantaged individuals within the province.
- Project management and development, managing immovable property; and
- Promoting foreign trade and investment to ensure that enterprise and agricultural development will significantly contribute to economic growth and development within the province, with specific emphasis on black economic empowerment.

In line with attracting Domestic and Foreign Direct Investments, the **investSA** One Stop Shop Mpumalanga, to be located at the MEGA Office Park, 02 Eastern Boulevard, Riverside, Mbombela, 1201 aims to make it easier for investors to do business in Mpumalanga.

The OSS Mpumalanga will be offering a multitude of services to domestic and foreign investors. The OSS Mpumalanga will provide a convenient and efficient service for local and foreign businesses whilst focusing on all aspects related to their development needs from various tiers and agencies of government in a convenient location. The establishment of the OSS is in response to a call by the investment community to reduce the cost of doing business in the country and Mpumalanga Province and to simplify the procedural steps required to invest, without compromising the objectives of the various provincial investment promotion agencies.

The OSS facility will be branded as the **investSA** One Stop Shop (OSS) Mpumalanga for international investors and established local businesses where essential government information and services can be accessed from a single platform.

The **investSA** One Stop Shop implementation is based on the OECD best practice principles of:

- Long-term political support,
- Forming part of the broader government administrative simplification process and

investment mobilization,

- Supporting inter-governmental coordination on investment
- Mobilizing public service functionary support for effective and rapid resolution of investment facilitation requests,
- Identifying and advocating for policy reforms in accordance with South Africa's Ease of Doing Business Programme,
- Institutionalizing effective project implementation principles,
- Effective marketing and communications strategies for greater visibility and investor uptake,
- Being investor-centred (domestic and foreign),
- Fostering effective stakeholder engagement,
- Embedding effective governance structures and processes,
- Dedicated human resource capacity for sustainable implementation,
- Continuous monitoring and evaluation.

The One Stop Shops (OSSs) will be the focal point of contact in government for all investors to coordinate and facilitate the relevant government departments involved in regulatory matters, registration, permits, and licensing.

The OSSs will endeavour to significantly shorten and simplify administrative procedures and guidelines for the issuance of business approvals, permits and licences, and thereby remove bottlenecks faced by investors in establishing and running a business. It will further reduce the silo functioning in the investment arena.

It is now easier than ever to be a part of the South African business community through the investor facilitation services offered at the established **investSA** One Stop Shops - Gauteng, Western Cape and KwaZulu-Natal. The One Stop Shop facilities connect investors to economic opportunities in the country in one central and easily accessible space. Innovative digital support provides access to the OSS services and rapid response to investor support requests and enquiries.

The OSS further provides access to various government entities such as the South African Revenue Services, Departments of Home Affairs, Environment, Forestry and Fisheries, Employment and Labour, Agriculture, Land Reform and Rural Development, Mineral and Petroleum Resources, Energy, Cooperative Governance and Traditional Affairs, Water and Sanitation, Small Business Development, Health, Science and Technology, Industrial Development Corporation, Eskom, South African Local Government Association, National

Regulator for Compulsory Specifications, and the Companies and Intellectual Properties Commission on an appointment basis.

2. BACKGROUND

The South African Government announced its intention to make doing business in South Africa easier. This intention was re-iterated during the President's State of the Nation Address earlier in 2016 and again in 2017. As part of an effort to promote South Africa as an investment destination the president announced a One Stop Shop/Invest SA initiative to signal the country is *"truly open for business"* during the 2016 State of the Nation Speech.

The establishment of Provincial and National OSS will facilitate ease of doing business and reduce red tape. The Department of Trade, Industry and Competition's Investment Spatial Industrial Development Branch is the custodian of this project.

The setup and operation of the provincial OSS will lie with the provincial investment promotion agency as represented by MEGA in Mpumalanga Province. In 2015, **the dtic** committed to *"adding capacity to the facilitation and aftercare unit to create a sub-programme "Clearing House" and to roll out One Stop Shops in all provinces."* The national One Stop Shop initiative led by the national government will require provincial-level centres coordinated by the various provincial investment promotion agencies (in this case MEGA in the OSS Mpumalanga).

The service provider is expected to maximize the existing "white box" floor space located at the MEGA Office Park, 02 Eastern Boulevard, Riverside, Mbombela to accommodate the national and provincial partners in a modern new innovative high-end office facility in line with the Corporate Identity outlined by **the dtic** and Interior Design Manual and other key implementation guidelines. The earmarked OSS location has a total area of approximately **740 square metres**, with the whole area requiring refurbishment in accordance with the requirements specified in this document. Prospective contractors must verify the accurate measurement of the floor space before submission of their tender documents. When carrying out the services required, the successful bidder will be required to know and comply with all regulations of the property / building owner on the refurbishment and upgrades required.

3. PURPOSE

The purpose of this RFQ is to source a service provider that will manage the fit-out and / or refurbishment of the space identified and reserved for the **investSA** One Stop Shop Mpumalanga at MEGA Head Office building in Mbombela. The required services will include finalizing the space planning process (as per the as-is drawings and draft floor plan attached), reconfiguration of the existing ceiling where indicated, partitioning/drywalling/shop front installation, interior decoration, electrical connections/supply reconfiguration, and supplying and installing audio-visual equipment and furniture. The OSS facility will be a place to highlight Mpumalanga as an excellent investment destination and must therefore bear the aesthetics and functionality of a premier investment promotion and facilitation facility.

4. SCOPE OF WORK

4.1. Anticipated project stages are as follows:

- a) Project inception,
- b) Draft floor plan review and preparation of final design,
- c) Tender documentation and procurement of contractors and/or suppliers,
- d) Refurbishment and project monitoring,
- e) Project close-out and handover.

The total value of the refurbishment work (including office space partitioning, installing the required audio-visual and conferencing equipment as well as furnishing the space) is estimated at R7 million (VAT Inclusive).

The envisaged occupation of the new premises is expected to be no later than **seven (7)** months after the appointment of the contractor and other suppliers.

4.2. Required professional services

4.2.1. Project management

The service provider is expected to assume responsibility for the overall implementation of the project, which includes refurbishment / fit-out of the selected office space (including interior design / décor), and the supply and installation of furniture and audio-visual equipment.

4.2.1.1 The project manager will also ensure that:

- a) Parties to the construction/refurbishment contract have complied with all legal and tender formalities.
- b) The construction team is working at the required pace to complete the project by the specified date.
- c) The construction team has timeously been issued with all the relevant construction information.
- d) The construction team is achieving specified quality standards.
- e) The construction team is paid fairly and on time for work correctly completed.
- f) Non-compliant aspects of the works are promptly dealt with as they arise.
- g) Potential claims for revision of the date for practical completion are handled timeously and submitted for approval by the steering committee.
- h) No cost overruns emanate after the appointment of service providers, contractors, and suppliers.
- i) The project is concluded as specified, all administrative and other compliance certificates are recorded, and all parties are paid their dues.

4.2.1.2 It is envisaged that the Project Manager will be supported by a suitably capacitated multi-disciplinary team covering the following range of services:

- a) Preparation and coordination of necessary documentation to facilitate the effective execution of the works.
- b) Management and administration of construction, other contracts and processes.
- c) Finalization of templates for project meeting minutes, payment certificates, and variation orders/reports.
- d) Quality assurance and preparation of all claims for submission and approval by the steering committee.
- e) Drafting monthly progress reports and other documentation for discussion at steering committee meetings prior to disbursement of monthly payments. Ad-hoc reports will be requested if and when required.
- f) Managing monthly progress payments upon approval by the steering committee.
- g) Developing and managing a risk plan associated with the implementation of the project.
- h) Developing and managing an integrated project plan inclusive of all contracted services. Payments will only be considered in accordance with progress as per the project plan. Variations must therefore be approved by the steering committee prior to the processing of all payments.
- i) Scheduling and management of all site and project implementation meetings.

- j) Resolution of disputes and records for submission to the steering committee.
- k) Establishing clear lines of communication that are agreed to by all parties to the project implementation.
- l) Liaising with both MEGA and **the dtic** as well as relevant professionals and informing everyone of potential problems on site (that may lead to unplanned delays and cost overruns) and advising accordingly. Such problems and solutions are to be recorded and included in monthly progress reports.
- m) Communicating with utility service providers and other third parties frequently to ensure that all project deliverables remain on track.
- n) Quality monitoring and supervision of the works and specifications.
- o) Highlighting potential refurbishment, furniture and audio-visual including specification design issues and component clashes for discussion and approval by the steering committee.
- p) Reporting any unresolved concerns; and
- q) Managing and administering project close-out (including the preparation and coordination of the necessary documentation to facilitate the effective operation of the newly created office space).

4.2.2. Architectural and Quantity Surveying

4.2.2.1 The initial space requirements are provided below, however, final space requirements will be agreed upon with MEGA and **the dtic** project team:

- a) Refurbishment of the existing kitchen,
- b) X1 reception area,
- c) Visitors waiting area (opposite the reception area),
- d) X1 private lounge,
- e) X1 20-seater boardroom/video conferencing,
- f) X2 10-seater meeting rooms,
- g) X5 cellular multi-use offices,
- h) X6 open-plan workstations,
- i) X1 One Stop Shop center manager's office,
- j) X1 printing station (as indicated on the draft floor plan),
- k) X1 storage room (as indicated on the draft floor plan),
- l) X1 cloakroom (as indicated on the draft floor plan).

- 4.2.2.2 The appointed service provider will be expected to analyze, review and update the space plan for the One Stop Shop in accordance with the as-built drawings and the draft floor plan provided as an annexure to the bid documentation. The floor plan will be finalized in collaboration with **the dtic** and MEGA.
- 4.2.2.3 The appointed project manager must provide a 3D rendering with specified finishes of the reconfigured space. This will reflect the proposed OSS “look and feel” in line with the unique OSS brand (derived from **the dtic** specified Corporate Identity and Interior Design Manuals).
- 4.2.2.4 All proposed wall and floor finishes must be included in the 3D rendering of the new floor space and submitted on a flash disk. The appointed project manager will be required to submit final finishing samples to **the dtic** and MEGA for approval before or during the course of the construction.
- 4.2.2.5 Finalisation of technical specifications for the various project components (i.e. refurbishment, audio-visual equipment and furniture). Noting that the draft specifications have been well researched, proposed amendments must consider value for money, compliance with the OSS “look and feel”, and adherence to all technical requirements.
- 4.2.2.6 Undertake cost estimates and preparation of a detailed Bill of Quantities (BoQ) and proposed payment schedule. This relates to cost estimates for the OSS construction component only.
- 4.2.2.7 Prepare comparative cost estimates for the furniture and audio-visual equipment based on fair market value, National Treasury Procurement Guidelines and technical specifications advised by **the dtic**.
- 4.2.2.8 Preparation of tender documents that will be used in procuring services of contractor / s and or suppliers for the refurbishment, furniture and audio-visual equipment for scrutiny and sign-off by members of the steering committee; and
- 4.2.2.9 Preparation of technical evaluation reports based on submitted tenders for processing by the MEGA supply chain management structures.

4.2.3. Other services that may be required

The following complimentary services may be required. It will however be up to the service provider to indicate the extent to which any of the below expertise will be required as and when necessary during project execution. However, the required services must enable the execution of the full scope of work and deliverables of the appointed project manager and be inclusive of the overall cost breakdown submitted prior appointment. These are:

- a) Space Planning and Interior Design Services.
- b) Architectural Services.
- c) Quantity Surveying Services.
- d) Construction Health and Safety Agent Services.
- e) Fire Engineering Services.
- f) Structural Engineering Services.
- g) Mechanical Engineering Services.
- h) Electrical Engineering Services
- i) Network Engineering.

5. PROJECT DELIVERABLES

- 5.1 Project inception report incorporating the project implementation plan, indicating all deliverables, milestones and cash-flow projections. The successful service provider will be required to sign a service-level agreement prior to the execution of work.
- 5.2 Detailed drawings incorporating the existing and new services including telecoms, data, electrical, mechanical, electronic networks, etc. up to approval by **the dtic** and MEGA.
- 5.3 Final interior decorating concept in line with **investSA** Corporate Identity and approval by **the dtic** and MEGA as well as final 3D rendered design showing the floor, wall and ceiling layouts including all fittings and furnishings in line with the brief.
- 5.4 All construction drawings and technical specifications and detailed cost estimates.
- 5.5 Tender documents, evaluation report/s.
- 5.6 Minutes of project meetings as well as project execution progress reports (including scheduling).
- 5.7 All information is to be supplied to MEGA and **the dtic** in both soft and hard copies, and all documents must be made available in PDF format.

6. PROJECT COMMENCEMENT PROCESS AND TIMELINE

A pre-design meeting shall be scheduled with the One Stop Shop Mpumalanga steering committee at the commencement of the project to obtain and/or coordinate the following information:

6.1 Project Directory:

Develop a project directory that identifies the names and phone numbers of key designated representatives who may be contacted during the design and construction phases of this project.

6.2 Site Access:

Develop procedures to access the project site and provide the names and phone numbers of approved escorts when needed. Obtain copies of special security and policy procedures that must be followed during all work conducted at the facility and include this information in the specification.

6.3 Project Coordination:

Review and become familiar with any current or future projects at the site that may impact the design construction, and scheduling requirements of this project. Incorporate all appropriate information and coordination requirements of the specification.

6.4 Existing Documentation:

Review any document and additional information that may be provided such as preliminary sketches, as-built drawings, etc. MEGA does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of errors by the use of any information and material contained in the documentation provided. It shall be the responsibility of the contractor to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the contractor shall take the appropriate actions necessary to obtain additional information required. All original documentation shall be returned to the client at the completion of the project.

6.5 Project Schedule:

Integrate the project design and construction schedule with the suppliers of the furniture and audio-visual equipment in collaboration with the project team members.

7. DESIGN, CONSTRUCTION MEETINGS AND PRESENTATIONS

- 7.1 Conduct required design review meetings with the project team members during the design phase of the project so that they may determine if the project meets their requirements, question any aspect of the contract deliverables and, make changes where appropriate.
- 7.2 **the dtic** and MEGA shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed.
- 7.3 Special considerations shall also be addressed such as contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security, available swing space, material, and equipment delivery dates, etc.
- 7.4 It shall also be the responsibility of the appointed project management company to arrange and require all critical Sub-Consultants to attend the design review meetings.
- 7.5 The appointed project management company will record the minutes of each design and other project management meetings and distribute them within seven (7) calendar days to all attendees and those persons specified to be on the distribution list.

8. TIMEFRAMES

- 8.1. The duration of the contract will be for a period of **7 months** from the signing of the contract (i.e. allowing for the completion of the project, including snagging).

9. INTELLECTUAL PROPERTY

- 9.1 MEGA and **the dtic** will take full ownership of any reports, any work and other intellectual property that will arise out of this project.

10. BID RESPONSES

- 10.1 MEGA reserves the right to invite bidders to present or otherwise demonstrate their proposed solution to clarify aspects that are required as part of the evaluation process, at the bidders' own cost.
- 10.2 All bid responses, including supporting documents, shall become the sole property of MEGA, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by bidders.

11. BID AWARD

- 11.1 MEGA reserves the right not to award the bid to the lowest bidder but to the bidder representing the best value for money.
- 11.2 MEGA reserves the right to reduce quantities and/or items, due to budgetary constraints.
- 11.3 Value for money will, in addition to price, be determined by reference to the quality and completeness of the bidder's submission, as well as a bidder's demonstrable technical capacity to execute the bid.

12. SERVICE LEVELS & PERFORMANCE

- 12.1 MEGA will enter into a service-level agreement with the successful service provider, detailing project deliverables, standards, project delivery dates and providing remedies for under/poor performance and non-compliance with the terms and conditions of the agreement.
- 12.2 Terms and conditions contained in this bid document will form an integral part of the service level agreement.
- 12.3 In instances of transgression of a more serious nature, should MEGA during the contract period for any reason regarding the service provider's service levels and performance against this contract as being inadequate or not to MEGA's satisfaction, the details will be reduced to writing and sent to the service provider.
- 12.4 In the event that the service provider is unable to remedy the complaints to MEGA's satisfaction within 14 days of such notice of inadequate performance, MEGA reserves the right to cancel this contract and recover costs in terms of the service level agreement.
- 12.5 Notice of cancellation shall be in writing and shall either be hand-delivered or sent by email.
- 12.6 MEGA reserves the right to request bidders meeting all the appointment criteria to do presentations of their proposals (as part of the bid evaluation process).
- 12.7 MEGA reserves the right to appoint more than one service provider, as well as the right not to appoint any service provider.

13. BIDDER'S RESPONSIBILITIES

- 13.1. Bidders are responsible for:
 - a) examining this Bid any documents referenced or attached to this Bid and any other information made or being made available by the MEGA to Bidders in connection with this Bid;

- b) ensuring that they are fully informed in relation to all matters pertaining to this Bid, including all matters regarding the MEGA's requirements for the provision of the services;
- c) ensuring that their Bids are accurate and complete;
- d) making their own enquiries and assessing all risks regarding this Bid, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
- e) ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guideline, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- f) submitting all Compulsory Documents.

The MEGA reserves the right to require of a Bidder, either before a Bid is adjudicated or any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the MEGA.

13.2. Failure to provide the required information may result in disqualification of the Bidder.

14. ACCOUNTABILITY AND REPORTING

- 14.1 The successful bidder will report to the MEGA One Stop Shop Project Manager (in collaboration with **the dtic**) and will have to submit reports as required and attend meetings for coordination and progress monitoring. The successful bidder must also submit a detailed project plan at appointment.

15. MANDATORY BID REQUIREMENTS

- 15.1 The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirements.

15.2 Government supply chain compliance

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close.
<p>1. Copies of valid ID Numbers,</p> <p>Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.</p> <p>Onus on the Service Provider The onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>MEGA will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page.</p> <p>It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD they will not be considered for evaluation.</p> <p>Directors in the Service of State No quotations/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 in the service of the state.</p> <p>JV's and Consortium Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	Yes	Yes
<p>2. Annexure A – Supplier Information (SBD 1) (Completed and signed by the delegated authority) Attach Delegation of Authority</p>	Yes	Yes
<p>3. Annexure F – Completed and Signed offer by the delegated authority (Attach Delegation of Authority)</p>	Yes	Yes
<p>4. Annexure G – Pricing schedule (Signed and Completed by delegated authority) Attach Delegation of Authority.</p>	Yes	Yes
<p>5. Annexure H - (SBD 4): Declaration of interest (bidder); (Signed and Completed by delegated authority) Attach Delegation of Authority</p>	Yes	Yes

Description		Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close.
6.	Annexure I – : Declaration of bidders past supply chain management practices; (Signed and Completed by delegated authority) Attach Delegation of Authority	Yes	Yes
7.	Annexure J – : Certificate of independent Bid determination (Signed and Completed by delegated authority) Attach Delegation of Authority	Yes	Yes
8.	A letter of Authority should be submitted authorizing the individual to sign on behalf of the bidder if a) there is more than one Owner/ Director / Shareholder / Member / Trustee etc. OR b) there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.	Yes	Yes
9.	Tax Compliance Requirements: <ul style="list-style-type: none"> ▪ Bidders must ensure compliance with their tax obligations. ▪ In Bids where Consortia/Joint venture/Subcontractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, 5 working days will be granted for remedy, failing which the bidder will be disqualified.	Yes	Yes

16. EVALUATION CRITERIA

- 16.1 Responses will be evaluated using a predetermined set of criteria, i.e., functionality evaluation. The evaluation criteria are designed to reflect the MEGA's requirements in terms of identifying a suitable service provider and ensuring the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.
- 16.2 The tender submission will be functionally evaluated out of a minimum of 70 points – any bidder who scores less than 70 will not be considered for further evaluation, maximum score is 100 Price and specific goals.

16.3 Functional Evaluation Criteria:

The evaluation is based on functionality, which will be evaluated using the following criteria and points:

Evaluation Area	Evaluation Criterion	Maximum Points
Experience of the firm or company in delivering the scope of work	<p>Experience will be assessed in relation to the field of expertise required to achieve the intended outcome of the project. The bidder must reflect the company's previous experience in comparable projects with similar deliverables.</p> <p>The bidder must:</p> <ul style="list-style-type: none">• Submit the CV of the project lead/s• Minimum 5 years project management experience in similar = 10 points• More than 5-10 years project management experience in similar projects = 20 points <p>Failure to provide evidence for 4.2 (non-compliance) = 0 Points</p> <p>Identify the project description, role played and the project value.</p> <ul style="list-style-type: none">• Submit reference letters on company letterhead, dated, and signed with a contactable email address.• Minimum 2 projects completed = 10 points• More than 2 – 4 projects completed = 20 points <p>Bidders are to note that due diligence will be conducted against received references.</p> <p>Failure to provide evidence (non-compliance) = 0 Points</p>	40
Project plan	The bidder must include a detailed project plan demonstrating the plan to deliver on the scope of work outlined under section 4.	40

	Milestone No.	Milestone Title	Description	Points	
	1	Project Kickoff	Official project start; team introductions and initial meetings held	4	
	2	Requirements Gathering Completed	Requirements fully documented and approved	2	
	3	Scope Finalization	Final project scope confirmed and signed off	10	
	4	Project Plan Approval	Full project plan (timeline, resources, etc.) approved	2	
	5	Design Phase Completed	All design work finalized and approved	4	
	6	Development/Implementation Kickoff	Core work begins; teams commence deliverables production	2	
	7	Mid-Project Review	Progress reviewed; adjustments made as needed	4	
	8	Phase 1 Deliverables Submitted	First set of deliverables completed and shared for review	2	
	9	Testing & Quality Assurance Completed	Full QA and UAT (User Acceptance Testing) completed; bugs fixed	2	
	10	Final Deliverable Submission	Entire project output delivered	2	
	11	Client Review and Feedback	Client reviews, tests, and signs off final product	2	
	12	Project Closure	Project officially closed; documentation completed and contracts closed	2	
	13	Post-Implementation Review	Evaluation of success metrics and performance post-delivery	2	
	Failure to provide evidence (non-compliance) = 0 Points				
Portfolio of previous work	The Bidder is to submit, with the proposal, the portfolio of evidence (in line with submitted reference letters) to demonstrate their previous work. The portfolio must include pictures and a brief summary of the project. Minimum 2 projects completed = 10 points More than 2 - 4 projects completed = 20 points Bidders are to note that due diligence will be conducted against received references. (5 points each) Failure to provide evidence (non-compliance) = 0 Points				20
Total					100
Evaluation Area	Evaluation Criterion				Maximum Points

16.4 Preference Points Evaluation: As the tender price is estimated to be between R30 000 and R50 million including VAT, the tender responses will be evaluated on the 80/20-point system whereby the bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.

16.5 In the event that two or more bids have scored equal points in terms of price and preference points for PPR 2022, the successful bid must be the one scoring the highest number of preference points for PPR 2022 - in terms of PPPFA Act 5 of 2000. However, when functionality is part of the evaluation process and two or more bids have scored equal points for PPR 2022, the successful bid must be the one scoring the highest score for functionality. Should two or more bids be equal in all respects; the award shall be

decided by the drawing of lots.

16.6 To qualify for financial evaluation bidders must meet all requirements in section 16.3. This RFQ will be evaluated on the 80/20 points scoring principle as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.

16.7 Points scored will be up to a maximum of 80 points for price and up to 20 points for PPR 2022.

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

Where

P_s = Points scored for the comparative price of the bid under consideration

P_t = Comparative price of the bid under consideration

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

	POINTS
Price	80
Specific Goals	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME	4
Total points for Price and Specific Goals	100

17. PROJECT PROPOSAL

17.1 Service Providers wishing to submit proposals are required to include documents of statements on the following:

- A short profile of the company or entity.
- A list of functional experts to be used and proposed project implementation structure.

- c) Company's experience in similar projects in the last five years.
- d) Project team and their experience and qualifications. The leader of the team must be a registered construction project manager or architect. Proof of valid registration with the SACPCMP (South African Council for the Project and Construction Management Professions) or SACAP (South African Council for Architectural Profession) must be included. The team must have both a registered construction project manager and an architect.
- e) Project plan showing how the entity will manage the project.
- f) Portfolio of previous work.
- g) Details of the cost/fee breakdown for the services to be rendered.

18. CONTRACTUAL OBLIGATION

- 18.1 Bidders to fully complete documentation required under section 14, including all applicable costs, in South African Rands (including VAT).
- 18.2 In the case of the service provider using sub-contractors, the former will be responsible for ensuring the delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 18.3 Bidder will be subjected to a performance review in terms of measuring satisfactory performance - monthly.
- 18.4 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (upon parties contracting).
- 18.5 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as the application of regulations and prescripts. Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2014.
- 18.6 Indemnity Cover of more than 10 million (Attach Copy of the Insurance Cover) (upon parties contracting)

19. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 19.1 No legal or other obligation shall arise between the service provider and MEGA unless/until both parties have signed a formal contract or Service Level Agreement in place.
- 19.2 The Contract site is at MEGA (as and when required) and the premises once the lease has been signed.

20. WORKMEN AND SUPERVISION ON-SITE

- 20.1 The service provider shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the contract.

21. PROCESS AND DOCUMENTARY REQUIREMENTS

- 21.1 Should you not have received any response from us within 14 days after the closing date, please consider your RFQ application unsuccessful.
- 21.2 MEGA may only pay service providers that are actively registered on the Central Supplier Database (CSD). The payments cannot be made to the service provider should their account be inactive or status non-compliant. Documents available on request.
- 21.3 To ensure compliance the following must be submitted:
- SSBD 4 Declaration of Interest. (available on MEGA website)
 - Bank letter not older than three (3) months
 - Valid tax PIN (flat sheet)
 - Proof of registration on the Central Supplier Database (CSD)
 - Proof of registration on CIPC.
 - Proof of registration on the National Treasury Supplier Database. (optional)
 - All supporting documentation as evidence that the bidder meets requirements in section 3.
 - Foreign suppliers are required to submit the following information (available on request)
 - SBD1 - Invitation to bid
 - SCB4 - Declaration of interest

22. GUIDELINES FOR PROPOSAL SUBMISSION

Bidders are advised that their proposal should be concise, written in plain English, legible and simply presented. The format of the bid proposals to be submitted shall comprise a cover letter and returnable bid document with all the required documents fully completed and signed:

22.1 Technical proposal

Brief company profile of each consortium member company (Bidders are allowed to submit as consortiums/JV subject to the attachment of the consortium/JV agreement) and project organogram indicating roles and responsibilities of each consortium member and lead personnel per discipline. Failure to comply may lead to disqualification.

22.1.1 Proposal Overview

22.1.2 Detailed Proposal with schematic concept design

22.1.3 Detailed project plan indicating the activities, roles and responsibilities and timelines

22.1.4 Detailed and dated envisaged Programme of Works covering the Demolitions, Alterations and New Works comprehensively.

22.1.5 References where similar work was conducted in the last 7 years indicating clearly the following:

- Value of refurbishment and upgrade project
- Year completed
- Client name and contact details (Telephone and physical address)

22.1.6 All consortium companies providing the required expertise must submit individual company briefs.

22.1.7 CV's of all key staff to be dedicated to this project across all disciplines must be attached (proof of qualification and any relevant professional registration).

22.2 Financial Proposal

22.2.1 Detailed project costs

22.2.2 Provision for unforeseen project costs

22.2.3 Detailed schedules indicating professional fees per discipline on a time basis

22.2.4 Tax Status PIN

22.2.5 An original bank-stamped letter indicating the bank rating per consortium member

22.2.6 The financial proposal should be presented in a separate sealed envelope and failure to comply will lead to automatic disqualification.

22.3 Technical Special Conditions

22.3.1 The bidder must have adequate resources to undertake the work under stringent time frames;

- 22.3.2 The human capital in the proposal must be the ones allocated to the project or personnel with similar expertise, experience and qualifications;
- 22.3.3 MEGA reserves the right to request bidders to replace any member/s of the proposed team if they do not meet the required performance standards;
- 22.3.4 The successful bidder must have adequate working tools;
- 22.3.5 In the case of a consortium, sub-contracting, or joint venture agreement, MEGA will enter into a single contract with the principal bidder.
- 22.3.6 Old material is to remain the client's property unless directed otherwise.
- 22.3.7 Bidder shall keep the site clean at all times and disposal of rubbles shall be done at municipal designated areas.
- 22.3.8 Bidder must ensure compliance with Health and Safety standards.
- 22.3.9 The final floor reconfiguration plan and related documents produced by the bidder belong brochures to MEGA and should be handed over to the MEGA as and when such documents are produced.

22.4 Administrative Special Conditions

- 22.4.1 MEGA reserves the right to appoint the bidder who proves to be fully capable and qualified to handle and execute the job.
- 22.4.2 Bids submitted must be in line with the detailed specifications. Failure to bid accordingly will automatically disqualify the submitted bid.
- 22.4.3 MEGA reserves the right to cancel or withdraw this bid:
 - Due to changed circumstances, there is no longer a need for this service; or
 - Funds are no longer available to cover the total envisaged expenditure; or
 - No acceptable bids are received; or
 - There is a material irregularity in the tender process.
- 22.4.4 MEGA reserves the right to call interviews with short-listed bidders before final selection.
- 22.4.5 MEGA reserves the right to conduct supplier due diligence prior to the final award or at any time during the contract period. This may include surprise site visits.
- 22.4.6 Bidders who are not registered on the Treasury Central Supplier Database (CSD) must register before submitting bids.
- 22.4.7 Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 22.4.8 This request for bid document contains confidential information about MEGA,

which has been provided to supply potential bidders with the data necessary to provide a holistic response.

22.4.9 No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of MEGA.

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

22.4.11 References to MEGA must not be made in any literature, promotional material, and or sales presentations without the express written consent of MEGA.

23. COMPULSORY BRIEFING SESSION

23.1 A compulsory Site Visit will be held under the following details:

Date: 06 June 2025

Time: 11h00

Venue: MEGA Office Park, 02 Eastern Boulevard, Riverside,
Mbombela
1201

Failure to attend will result in disqualification.

- 23.2 Any bidder wishing to bid must attend the briefing session in person or send a representative.
- 23.3 For bids from a Consortium or Joint Venture, a representative of at least one of the organizations must attend the briefing session.
- 23.4 Bids from individuals, organizations or consortia of organizations that did not attend the compulsory briefing session will not be considered.

24 CLARIFICATION / QUERIES

- 24.2 The process of clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspects concerning the bid will be done in writing (letter, facsimile or e-mail).
- 24.3 Telephonic requests for clarification will not be considered.
- 24.4 The cut-off date for queries is 06 June 2025 at 16:00 pm
- 24.5 The bid reference number should be quoted in all correspondence.
- 24.6 Queries should be directed to:

E-mail : scm@mega.gov.za

Queries will be responded to within three working days of receiving them. Proposals and supporting documentation must be placed in the Tender Box.

“BID: APPOINTMENT OF A PRINCIPAL CONTRACTOR/ CONSORTIUM SERVICE PROVIDER FOR THE REFURBISHMENT OF IDENTIFIED FLOOR SPACE AT THE MEGA OFFICE PARK FOR THE ESTABLISHMENT OF INVESTSA ONE STOP SHOP MPUMALANGA”

Street Address: Mpumalanga Economic Growth Agency

MEGA Office Park

2 Eastern Boulevard

Riverside

Mbombela

1201

The documents must arrive no later than 12:00 South African time on 13 June 2025

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 of the bid

1. INTERPRETATION AND DEFINITIONS

1.1 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.

1.1.1 “Company”: Mpumalanga Economic Growth Agency

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

2. BID INVITATION

2.1 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 the bid will become “company’s” property unless otherwise stated by the interested parties at the time of submission.

2.2 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.

2.3 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.

3. BID

3.1 Document requiring completion and return

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

- (i) Prescribed bid documents;
- (ii) Completed and signed SBD documents (SBD1, 4, 6.1,);
- (iii) General conditions of contract; and
- (iv) Any information required in this bid

3.2 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 bid).

4. PREPARATION OF THE BID

4.1 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.

5. SUBMISSION OF BID

5.1 Address and marking of bid

All bids must be:

- (i) Enclosed in a plain envelope or wrapping and clearly marked with the bid number specified on the document; and
- (ii) 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.

5.2 Number of copies required

The interested parties must submit 1 original copy and 1 soft copy (CD / memory stick).

5.3 Closing date

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

5.4 Late submissions

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

GENERAL CONDITIONS OF CONTRACT (GCC)

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 are familiar with regard to the rights and obligations of all parties involved in doing business with the 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 anything 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 are 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 with 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 consignee 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which has 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 is not foreseeable. Such events may include, but are 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 that 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 that 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 ancillaries 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 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 the 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 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 that 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 that do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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 a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by a written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of 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 the 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 to impose 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 into 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 money (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 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 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

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 (NIP) Programme

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.