LEPELLE NORTHERN WATER

TENDER NO: LNW 17/24/25

PROJECT NAME: PROVISION OF PHYSICAL SECURITY SERVICES AT MOPANI REGION'S WATER TREATMENT FACILITIES AND THE REGIONAL OFFICE FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 06 FEBRUARY 2025 @ 11:00 AM

ISSUED BY:
LEPELLE NORTHERN WATER

Physical address: 01 Landros Mare Street
Polokwane
0700

Tel: 015 295 1800

NAME OF TENDERER: ____

TOTAL AMOUNT: ____ **(incl. VAT)**

PART 1

TENDERING PROCEDURES

Tender No: LNW 17/24/25
PROVISION OF PHYSICAL SECURITY SERVICES AT MOPANI REGION'S WATER TREATMENT FACILITIES AND THE REGIONAL OFFICE FOR A PERIOD OF THREE (3) YEARS.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited from qualified and registered Professional Service Providers to participate in the PROVISION OF PHYSICAL SECURITY SERVICES AT MOPANI REGION'S WATER TREATMENT FACILITIES AND THE REGIONAL OFFICE. FOR A PERIOD OF THREE (3) YEARS of Lepelle Northern Water with extensive experience in the security industry.

Bid documents will be available on National Treasury E-tender portal / https://www.etenders.gov.za from **Friday, 6 December 2024.**

A **Compulsory briefing session** will be applicable **at Mopani Regional Office. Date: 21 January 2025 at 11:00**

BID NUMBER : **LNW 17/24/25**

PROVISION OF PHYSICAL SECURITY SERVICES AT MOPANI REGION'S WATER TREATMENT FACILITIES AND THE REGIONAL OFFICE.OF THREE (3) YEARS
Bids are to be completed in accordance with the conditions and rules contained in the bid documents. All documents must be sealed and labeled with the Bid number and description, and placed in the tender box, at the offices of **Lepelle Northern Water in Polokwane situated at No. 1 Landros Mare Street**, not later than **11h00 on Thursday 06 February 2025.**

Bids will be opened on the closing date at **11h00 on Thursday 06 February 2025** in public. All bids shall hold good for **150 days** as from the closing date.

Bid documents which are not received and/or deposited in the LNW tender box located **Lepelle Northern Water in Polokwane situated at No. 1 Landros Mare Street 0700** before **11h00** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

Procurement related enquiries should be directed to **Ms. Molatela Letsoalo by email:** molatelal@lepelle.co.za **at 015 295 1800 and Technical related** enquiries should be directed **to Mr Donald Makola by email:** donaldm@lepelle.co.za **at 015 295 1800 from 08h00 to 16h00**. Responses shall be issued via email and further communicated via the National Treasury E-tender portal where necessary.

Bidders are requested to ensure to visit the National Treasury E-tender portal / https://www.etenders.gov.za website regularly before the tender closing for any addenda that might have been issued.

Quires submitted after the 31 January 2025 will not be entertained. Clarifications of queries shall be published on the e-tender / https://www.etenders.gov.za **portal on 31 January 2025.**

N.B: The lowest or any bid will not necessarily be accepted and Lepelle Northern Water reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 150-200 days after the closing date must consider their proposal unsuccessful.

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEPELLE NORTHERN WATER					
BID NUMBER	**LNW 17/24/25**	CLOSING DATE	**06 FEBRUARY 2025**	CLOSING TIME	**11:00am**
DESCRIPTION	**PROVISION OF PHYSICAL SECURITY SERVICES AT MOPANI REGION'S WATER TREATMENT FACILITIES AND THE REGIONAL OFFICE FOR A PERIOD OF THREE (3) YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
01 LANDROS MARE STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO**		
CONTACT PERSON	**Ms. Molatela Letsoalo**		CONTACT PERSON	**Mr Donald Makola**	
TELEPHONE NUMBER	**015 295 1800**		TELEPHONE NUMBER	**015 295 1800**	
FACSIMILE NUMBER	**N/A**		FACSIMILE NUMBER	**N/A**	
E-MAIL ADDRESS	**molatelal@lepelle.co.za**		E-MAIL ADDRESS	**donaldm@lepelle.co.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	
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

INVITATION TO BID

A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]			
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 THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ Yes ☐ No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ Yes ☐ No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ Yes ☐ No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ Yes ☐ No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ Yes ☐ No

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……………………………………………………………………………………………..

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………………………….

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

DATE: …………………………………….

PROJECT NAME: PROVISION OF PHYSICAL SECURITY SERVICES AT MOPANI REGION'S WATER TREATMENT FACILITIES AND THE REGIONAL OFFICE FOR A PERIOD OF THREE (3) YEARS.

PROJECT NUMBER : LNW 17/24/25
USER DEPARTMENT : CORPORATE SERVICES

TABLE OF CONTENT

1. PURPOSE

The purpose of the submission is to request the approval of the specification to proceed with tendering and implementation process for the provision of physical security services at the water treatment facilities and the regional office in the Mopani region. The term of the contract shall be three (03) years.

2. BACKGROUND

LNW requires the services of the PSIRA accredited Security Service Provider for the provision of physical security services at the water treatment facilities and the regional office in the Mopani region. Due to the daily security threats exposed to the sites, the recommended service provider will be required to provide physical security monitoring around-the-clock (24/7).

3. SCOPE OF WORK

The security service provider must perform the following duties and responsibilities.

3.1. Duties and Responsibilities

3.1.1. To provide physical security services 24/7 through access and exit control including searching.

3.1.2. Conduct routine inspection of the boundary fence, security doors, windows and security lights and report to the maintenance team any faults/findings immediately.

3.1.3 Provide monthly consolidated incident reports.

3.1.4. Provide 24 hours on-line guard services monitoring from a control room to maintain communication with all sites and coordinate the deployed Security Officers.

(Day hourly and Night-every 30 minutes)

3.1.5. The Bidder must have a fully equipped 24/7 Security Control Room for constant communication with Security Officers on-site i.e., reporting on duty, emergency situations and monitoring of guard patrol system etc.

3.1.6. Submit daily on-line guard patrol monitoring summary reports per site.

3.1.7. Attend Bi-monthly Performance Review meetings with LNW.

3.1.8. Responsible to handle emergencies and unforeseen circumstances within and around the sites.

3.1.9. Ensure that the Occurrence Book and all registers are available.

3.1.10. The appointed Service Provider will work closely with SAPS or any law enforcement agencies i.e., liaise and coordinate all security related matters with the designated LNW official and ensure all security related incident are registered.

3.1.11. Enforce LNW Security Procedure Manual and Standard Operating Procedures (SOP) for Access Control at all LNW operational sites. The SOP must be discussed prior to commencement of the appointment and be regularly reviewed.

3.2. Legal requirements

The security service provider must familiarise with the following legislative prescripts to ensure smooth implementation of the projects.

3.2.1. Compliant and Accredited with Private Security Industry Regulatory Authority (PSIRA)

3.2.2. PSIRA compliance Audit on the company shall be conducted once in twelve months by PSIRA Inspectors. ***Note*:** It is the Service Provider's obligation to invite PSIRA for such inspections and submit Audit Reports. Failure to submit will constitute non-compliance.

3.2.3 Ensure that all deployed Security Officers are registered with PSIRA and renewed their PSIRA Certificate as a regulatory mandate.

3.2.4. Should any services within the scope of the tender be carried out by an unqualified person as required by the specification above it will be considered a breach of contract by LNW and penalties shall be affected.

3.2.5. Compliant with Firearm Control Act No. 60 of 2000.

3.2.6. Be responsible for access control in terms of Control of Access to Public Premises and Vehicle Act No. 53 of 1985.

3.2.7. Compliant with Basic Condition of Employment-Sectoral Determination 6.

3.2.8. Compliant with the requirement of Occupational Health and Safety Act No. 85 of 1993 and Skill Development Act No. 97 of 1998.

3.3. Required Operational Security Officer's Apparatus

No.	Apparatus
1	Uniform: Corporate Uniform Tzaneen office. Combat Uniform including Steel Toe Cap Safety Boots at all other sites
2	Handheld Metal Detectors two (2) per site
3	X2 Patrol vehicle
4	Battery operated/rechargeable (Energizer) LED Handheld Torches (+1,75m Beam)
5	Batons: each Security Officer to be provided with one
6	Handcuffs two (2) per site
7	Pepper Sprays: each Security Officer to be provided with one.
8	Occurrence Book per site
9	Exit and Entry Register Book per site
10	Vehicle Register Book per site for all LNW vehicles
11	Asset Register per site
12	Permit To Possess Firearm Register per site deployed with armed security officer.
13	Install On-line Guard Patrol Monitoring System (with Panic button) per site
14	Two-way radios per site as backup for item 13
15	All Security Officers to be provided with security pocketbooks
16	E-skan (Electronic Card Reader): Vehicle Management System (VMS) x 2(Politsi and Phalaborwa outstations)

4. PRICE SCHEDULES FOR MOPANI REGION's SITES

NOTES:

a) *The Security Officers' Cost must be inclusive of all costs as stipulated within* ***PSIRA Pricing Structure.***

b) *,38 Special Revolver, Noringo 9mm and 7.65 Handgun are not to be utilized at all LNW operational sites.*

c) *Fire-arm rates should be included in all cost quotes on armed Security Officers.*

d) *Request for price adjustment will not be considered during the term of the contract even if PSIRA increases its annual Pricing Structure.*

e) *Bidders are to estimate annual PSIRA Pricing's percentage when quoting for the 3-year contract term.*

f) *Kindly utilize the attached spreadsheet for accurate calculations when quoting for ALL sites.*

g) **The GRAND TOTAL will take precedence over the itemized amounts, and where there are calculations errors the Service Provider will be required to correct but still remain within the grand total.**

4.1. PRICE SCHEDULE FOR YEAR 1

a) Number of Security Officers (SO) required **(GRADE C with Fire-arm Competency where firearm is required)**

							Year 1
Region	**Site**	No. of SOs 06h00 – 18h00 (A)	No. of SOs 18h00 – 06h00 (B)	Total No. of SOs required per site (A + B) = C	Unit Price per SO (Vat incl.) (D)	Monthly total cost per site (Vat incl.) (C x D) = E	Firearms required Yes/No
MOPANI	Regional Office	1	0	1	R -	R -	**NO**
	Politsi Scheme	1	2	3	R -	R -	**NO**
	Panorama Reservoir	1	2	3	R -	R -	**NO**
	Phalaborwa Town North	1	2	3	R -	R -	**NO**
	Phalaborwa Town South	1	2	3	R -	R -	**NO**
	Lulekani Reservoir	1	2	3	R -	R -	**NO**
	Extension 8 & 9	1	2	3	R -	R -	**NO**
		7	**12**	**19**	Total monthly cost for all sites = (F)	R -	
			Total monthly cost (F) x 12 months = (G)			R -	**(G)**

4.2. PRICE SCHEDULE FOR YEAR 2

a) Number of Security Officers (SO) required **(GRADE C with Fire-arm Competency where firearm is required)**

							Year 2
Region	**Site**	No. of SOs 06h00 – 18h00 (A)	No. of SOs 18h00 – 06h00 (B)	Total No. of SOs required per site (A + B) = C	Unit Price per SO (Vat incl.) (D)	Monthly total cost per site (Vat incl.) (C x D) = E	Firearms required Yes/No
MOPANI	Regional Office	1	0	1	R -	R -	**NO**
	Politsi Scheme	1	2	3	R -	R -	**NO**
	Panorama Reservoir	1	2	3	R -	R -	**NO**
	Phalaborwa Town North	1	2	3	R -	R -	**NO**
	Phalaborwa Town South	1	2	3	R -	R -	**NO**
	Lulekani Reservoir	1	2	3	R -	R -	**NO**
	Extension 8 & 9	1	2	3	R -	R -	**NO**
		7	**12**	**19**	Total monthly cost for all sites = (F)	R -	
			Total monthly cost (F) x 12 months = (G)			R -	**(G)**

4.3. PRICE SCHEDULE FOR YEAR 3

a) Number of Security Officers (SO) required **(GRADE C with Fire-arm Competency where firearm is required)**

							Year 3
Region	**Site**	No. of SOs 06h00 – 18h00 (A)	No. of SOs 18h00 – 06h00 (B)	Total No. of SOs required per site (A + B) = C	Unit Price per SO (Vat incl.) (D)	Monthly total cost per site (Vat incl.) (C x D) = E	Firearms required Yes/No
MOPANI	Regional Office	1	0	1	R -	R -	**NO**
	Politsi Scheme	1	2	3	R -	R -	**NO**
	Panorama Reservoir	1	2	3	R -	R -	**NO**
	Phalaborwa Town North	1	2	3	R -	R -	**NO**
	Phalaborwa Town South	1	2	3	R -	R -	**NO**
	Lulekani Reservoir	1	2	3	R -	R -	**NO**
	Extension 8 & 9	1	2	3	R -	R -	**NO**
		7	**12**	**19**	Total monthly cost for all sites = (F)	R -	
			Total monthly cost (F) x 12 months = (G)			R -	**(G)**

Table 4

4.4.

(d) Total cost summary for the three (3) - year contract

COST SUMMARY FOR YEAR(s) 1, 2 AND 3		
YEAR 1 : (G)	R -	Total cost for Year 1
YEAR 2 : (M)	R -	Total cost for Year 2
YEAR 3 : (S)	R -	Total cost for Year 3
GRAND TOTAL	R -	Total cost for the 3 years contract

5. PROCUREMENT PROCESS

The normal LNW process will be followed in line with the company's SCM policy and -procedures with no deviations from the normal anticipated at this stage.

CIDB Grading Required	: **None**
Validity of Tender	: 150 days (5 Months)
Contract Period	: 3 years
Date advert published	: 29 November 2024
Tender document available	: 6 December 2024
Closing date of Advert	: 06 February 2025
Compulsory Site Briefing	: 21 January 2025

6.EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2022. Bidders will be evaluated on functionality first, only those qualifying by achieving the minimum cut off point of 70% (21 points) will be evaluated on administrative compliance and then price and preference points. Succesfull bidders will then be considered for appointment into the panel for a period of three (3) years.

This bid will be evaluated and adjudicated according to the following criteria: **Method 4**

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. LNW SCM Policy
5. PPPFA & associated regulations

7.MANDATORY REQUIREMENTS (Pre-qualification)

I. Valid PSIRA Compliance (Accredited) Certificate. *(To be verified by BEC online).*
II. Valid PSIRA's Letter of Good Standing.
III. Valid **ICASA** Accredited Certificate: Attach proof of registration certificate in Control Room's address. ***Note***: If the Bidder has outsourced the service, the bidder MUST attach Memorandum of Agreement (MOA) with the Accredited ICASA company.
IV. **Private Security Sector Provident Fund (PSSPF)** or any other authorized Provident Fund Institutions Registration Letter. (NB: Provide proof of payment (receipt / statement) not more than three months old from advert's date).
V. Attendance of Compulsory site briefing. (Complete and sign in the attendance register).
VI. Proof of registration on the Central Suppliers Database (CSD) will be verified online.

VII. All bid documents especially the pricing schedule must be completed in FULL and in BLACK ink where applicable to render the bid responsive. (No tampering of bid documents with either correction fluid, sticky papers, or any other thing which can indicate that the bid document has been tampered with). If any section of the bid documents especially the pricing schedule is left incomplete, the bid document will be disqualified.

VIII. JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid. *Note: The JV partners must both submit documents required on items I, II, III and IV.*

Failure to comply with any of the above listed requirements or fail to attach the required document the tenderer/Bidder will not be considered for further evaluation.

8. FUNCTIONAL REQUIREMENTS

BIDS WILL FURTHER BE EVALUATED IN TERMS OF METHOD 4

- **Stage 1**: Evaluation on Functionality (Minimum of 70% (21 points) to be scored to be considered responsive).
- **Stage 2**: Evaluation on 80/20 or 90/10 preferential points system (Price and preferential points system).

Stage 1: Evaluation on Functionality

Under functionality, Bidders must achieve a minimum of 70% (21 points) of functionality to be considered for further evaluation in stage 2 (Evaluation on Price and Preference Points).

Functionality Requirements

All bids duly lodged will be evaluated on functionality after qualifying Mandatory requirements. The evaluation criteria and weighting for measuring functionality are indicated below. **Criterion**	**Points** **30**
Operational Experience	**16**

Company Experience (16 points) Successfully completed or ongoing safeguarding of sites for a contract period of 2 years and above. **(16 points)** 1 project equals **4** points. 2 projects equal 8 points 3 projects equal **12** points 4 projects and above equals **16** points. [Attach a copy of signed reference letter for completed projects/ ongoing projects from the clients with contactable reference on a client's letterhead indicating the completed two (2) years' experience within the contract period of service. **NOTE:** ***Points will not be awarded for non-submission of signed reference letter indicating the contract period.***	
Capacity	**8**
Adequate resources and capacity **(8 points)**	
Required **minimum** two (2) monitoring and patrol vehicles. **(8 points)** • 2 vehicles = 6 • 3 vehicles and above = 8 (Attached proof of vehicles registration certificate registered in company or shareholder's name). These patrol vehicles can be owned or rented and proof of lease agreement to be attached.	
Proposed Key Personnel	**6**
PSIRA accredited Control Security Officer (CSO). (6) One (1) Control Security Officer (Supervisor) required. Provide summary of CV with minimum 2 years working experience as a Security Supervisor and attach Certified copies of the following. ***Note: Use the provided CV Template; failure to do so will result in nonscoring.*** 1. Grade A or B PSIRA Certificate, 2. Competency Certificate – Handgun or Short gun 3. Valid Driver's license Note: The CSO CVs with all required above attachments = **6** ***Note****: The Control Security Officer CVs must have all the required attachments above. (Item 1, 2, and 3). Failure to attach the required attachments will lead to zero (0) scoring.*	

Table 11- NOTE: JV Companies will be scored in line with their ownership share as per the JV agreement.

9. ADMINISTRATIVE COMPLIANCE

i. **Valid COIDA**'s Letter of Good standing.
ii. **Valid UIF Certificate** of Compliance.
iii. Company registration documents (CK).
iv. Attach proof of Company or Shareholders Municipal Rates or Signed lease agreement or a dated stamped letter from tribal authority. (Proof not more than three months old from advert date).
v. Certified ID copies of the company shareholders and key personnel less than 3 months old.
vi. Completed SBD 1, 3.1, 4 and 6.1 forms.
vii. Letter of intent from either Professional Indemnity/Public Liability Insurance/ Security Service Liability/ General Liability equal to R5 million rands towards any loss of assets to the client. The Public Liability must remain active for the duration of the contract, and proof of activeness to be provided to LNW on quarterly basis.
viii. Proof of registration on the Central Suppliers Database (CSD) (This will also be verified online).
ix. Attach SARS tax pin or status report.

NOTE:

- The JV partners must submit both mandatory and administrative documents for each company.
- The preferred JV bidder will be required to submit a JV bank account, JV VAT number and JV CSD after an appointment.
- The client reserves the right to verify any information provided by bidder.
- Bidders must also submit a soft copy of their bid document on a USB (memory stick).
- State Security Agency (SSA) will be responsible for the screening and profiling of the companies whereby only the Directors and shareholders of the companies are screened, e.g., by means of criminal background checks and profiling of the company included for bad previous record, etc. The Security Service Provider to be appointed must have scored high points in terms of Price and Preference Points

and passed screening process. **Note:** The preferred top two (2) bidders will undergo screening and profiling.

- The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.
- LNW is not compelled to accept the lowest or any bid.

Please note that the above required administrative documents will be deemed as mandatory to the preferred bidder if not submitted with the Tender documents. The required administrative documents will be requested for submission within two working days and failure to submit the bidder`s proposal will be deemed as non-responsive.

10. EVALUATION PRICE AND PREFERENCE 80/20 or 90/10 – Stage 2

Financial offer and PREFERENCE POINTS

a) Score Tender Evaluation points for financial offer.

b) Confirm that tenderers are eligible for preference points claimed, and if so, score tender evaluation points for preference points.

c) Calculate total tender evaluation points.

d) Rank tender offers from the highest number of tender evaluation points to the lowest.

e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Note: NO BIDDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on SBD 4 attached)

Scoring functionality

- Score functionality in each of the categories stated in the Tender Data and calculate total score for functionality.

Scoring Financial Offers

- Score the financial offers of remaining responsive tender offers using the following formula:

N_{FO} = W_1 x A where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P

Where:

Pm = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.

The 80/20 or 90/10 Preferential Point System will be used to evaluate the bid.

Preference Points Allocation (As per the Preferential Procurement regulations 2022)

Table 2: Preference Points Allocation (As per the Preferential Procurement regulations 2022).

Specific Goals	Means of verification	80/20 Points	90/10 Points
Disability (Minimum of 1 shareholder ownership in the company	CSD Report	5	2,5
Black women (100% Black women ownership in the company)	CSD Report	5	2,5
Black ownership (100% Black ownership in the company)	CSD Report	5	2,5
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	2,5
Total points		**20**	**10**

Table 8

The points scored by the tenderer in respect of the level of Preference Points Allocation must be added to the points scored for price.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system on SBD 6.1

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………..

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

11. Stage 3: SCREENING AND PROFILING

Note: The preferred top three (3) bidders will undergo screening and profiling.

- State Security Agency (SSA) will be responsible for the screening and profiling of the companies whereby only the Directors and shareholders of the companies are screened, e.g., by means of criminal background checks and profiling of the company included for bad previous record,etc.**The Security Service Provider to be appointed must have scored high points in terms of Price and BBB-EE and passed screening process.**

12. CONTRACT CONDITIONS

a) All deployed Security Officers and Control Security Officer with criminal records, irrespective of its enormity shall not be allowed to provide security services or even enter LNW operational sites for whatever reason.

b) Should any services within the scope of the tender be carried out by an unqualified person as required by the specification above it will be considered a breach of contract by LNW and penalties shall be effected.

c) All recorded information in all registers within LNW shall not be shared with third party unless prior knowledge and approval from LNW.

d) LNW reserves the right to increase or decrease the scope of work due to its operational requirements and this will not be deemed as a variation but framework increase or decrease. The rates submitted will be applied on any increase or decrease on the scope of work and prices will remain the same.

e) The Bidder must take note that if contravention(s) are compromising the corporate image of LNW either an incident and/or non-compliance (deliverables and non-performance)/ or and, losses occurred due to negligent actions, LNW reserves the right to recover such losses from Bidder.

f) The service provider will be required to fully adhere to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the contract.

g) The appointment of existing Security Officers from the previous Service Provider must be discussed with LNW Security Unit and approved beforehand. *(**Note**: All deployed Security Officers within the contract are to be rotated within the sites after every six (6) months or as LNW may deem it fit).*

h) The tendered and appointed JV must carry out the project as the same entity. Any changes with the JV partners will nullify the JV's appointment and cause the contract to be cancelled. A joint venture agreement will not allow for any substitutions or replacements. LNW reserves the right to terminate the contract if the JV partners are unable to reach a mutual agreement, rendering their agreement invalid.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option .... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no C O D E N U M B E R

Fax no C O D E N U M B E R

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no C O D E N U M B E R

Fax no C O D E N U M B E R

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

C C Y Y – D D

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

C C Y Y – D D

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

      As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder…………………………………………………..	Bid number: 17/24/25
Closing Time 11:00	Closing date: 06th February 2025

OFFER TO BE VALID FOR…150 Days……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: ………………………………….
- At: ………………………………….

  …………………………………

- **Brand and model** **………………………………….**
- **Country of origin** **………………………………….**
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)** **………………………………….**
- **Period required for delivery** **………………………………….**

  ***Delivery: Firm/not firm**

- **Delivery basis** **…………………………………….**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
………………………………………………………………………….
………………………………………………………………………….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..…………………………………………
Signature Date

……………………………… ……………………………………………
Position Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Disability (Minimum of one shareholder ownership in the company)	2.5	5		
2. Black women (100% Black women ownership in the company)	2.5	5		
3. Black ownership (100% black ownership in the company)	2.5	5		
4. Black Youth (Minimum of one shareholder black youth ownership in the company)	2.5	5		
Total	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety

- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned

Company [TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SUMMARY CV FORMAT:

ROLE: ………………………………………………………………….

Full Name(s)	
Surname	
ID Number	

Employment History (Summary)	**Tertiary Qualifications** (Highest order)
1. ..	1. ..
2. ..	2. ..
3. ..	3. ..
4. ..	4. ...
5. ..	**Professional Affiliation** (Most relevant)
6. ..	

Category	Organization	Reg. No.	Date

Relevant Projects Completed Recently

No.	**Description Name of Project**	**Type:**	**Name of Client**	**Start and End dates**	**Position or role (on the project)**
1.					
2.					
3.					
4.					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

LEPELLE NORTHERN WATER
Water is our passion

DECLARATION FOR PROJECT REFERENCE FORM

Project

Name:………………………………………………………………………………………………

Project Number:…………………………………………………………………

………………………… Project

amount:………………………………………………………………………………………………

Name of Service Provider

…………………………………………………………………………

Name of Organisation/Employer:

……

Start Date: ………………………. **Completion Date:** ………………………….

Project Description/Brief:

………

………

………

Department	Name and surname	Position	Cellphone number	Telephone	Email	Unit
User dept						
SCM official						
Consultant						

Clients Details:

Note: The above table must be fully completed and where there is no consultant, indicate as not applicable. The contact details to be provided in the above table must not be more that 6 months old from date of the closing of the tender/RFQ . Each reference letter must be accompanied by the declaration of project reference form. Failure to complete this declaration will result in reference letters not being considered and will be allocated zero points.

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data is correct and a true reflection of our company experience. The information provided above is verifiable and traceable.

....………… ………….............

Name and Signature of service provider/bidder Date

NB: It remains the bidder's responsibility to provide traceable, updated contact details of previous all employers or clients where company experience points are to be scored. LNW may allocate score zero points to any service providers/bidder whom LNW has failed to receive confirmation of verification from their references provided on the above table within 10 working days. Bidders are to provide accurate contact details (both telephone and email address) of traceable projects with the clients. LNW reserves the right to extend the 10 working days where necessary on discretion. The information provided will be subjected to verification and vetting.

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT GENERAL

CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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 fulfillment 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 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
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 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 a 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 a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.