



ROBBEN ISLAND MUSEUM



RIM FER 01-2022/2023

THE APPOINTMENT ALL PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE APPOINTED IN AN OPEN PANEL OF SERVICE PROVIDERS, TO RENDER MAINTENANCE (CORRECTIVE, PLANNED AND PREVENTATIVE) AND SUPPLY SERVICES ON ALL ROBBEN ISLAND MUSEUM'S VESSELS FOR A PERIOD OF 3 (THREE) YEARS FOR AS AND WHEN THEY OCCUR.

Ms. PN Madikane

Unit Manager: Supply Chain Management

17 June 2022

Signature: 



**an agency of the
Department of Arts and Culture**



INFORMATION ON Non-COMPULSORY BRIEFING SESSION

Please note that the Virtual Briefing Session is Non-COMPULSORY

Non-Compulsory Virtual Briefing Session will be held as follows:

Date: Tuesday, 28th June 2022

Time: 11h00am

Venue: Remote locations via zoom

Please confirm attendance by replying via email to nasiphim@robben-island.org.za by no later than 24 June 2022, 11h00 am so that a zoom link will be sent to the attendees before the briefing session date.

INSTRUCTION TO TENDERERS

RIM FER 01-2022/2023

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all interested prospective service providers to submit proposals to be appointed in an open panel of service providers to render maintenance (corrective, planned and preventative) and supply services on all Robben Island Museum's vessels for a period of (3) years for as and when they occur.

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1 This tender consists of these Instructions, the invitation to submit proposal/s for appointment of a service provider to render maintenance (corrective, planned and preventative) and supply services on all Robben Island Museum's vessels for a period of (3) years for as and when they occur.

2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:

- (a) Completed all forms; and**
- (b) Included all other necessary and/or desirable documents in support of their bids.**

2.3 The complete tender document should be returned in its entirety, with each page initialled by the authorised signatory and a witness.

2.4 Any portion of the tender document not completed maybe interpreted as "not applicable" where appropriate.

2.5 Tenders must be properly received and deposited in the tender box on or before the submission/closing date 12 July 2022 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.

2.6 RIM reserves:

- (a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);**
- (b) The right not to accept the lowest or any tender;**

3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

4. RIM will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.
5. RIM may, after the closing date, request additional information or clarification of bidders in writing.
6. A bidder may request in writing and, after the submission/ closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of RIM after consideration of the reasons for the withdrawal, which shall be set out by the bidder in the written request for withdrawal.
7. RIM's representative for the purpose of this tender shall be:
 - (a) Mrs P. Madikane at telephone 021 413 4265/70 in respect of matters relating to the Terms of Reference and enquiries pertaining to the completion of the tender documents.
8. Joint Ventures/ Consortiums
 - 8.1 In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document.
9. Bidders must be registered on the Central Supplier Database (CSD).
 - 9.1 RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.
 - 9.2 If bidders are not registered yet on the CSD, they must follow the following link <https://secure.csd.gov.za/Account/Register> in order to register.
 - 9.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.
 - 9.4 Each party to a joint venture / consortium / partnership must comply with all of the above.
- 10 B-BBEE
 - 10.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.
 - 10.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.
11. Due Diligence of bidder
 - 11.1 RIM reserves the right to conduct a due diligence investigation prior to the final award of the contract or at any time during the contract.
12. Inducements, rewards, gifts and other abuses of the Supply Chain Management System is prohibited, and:

- (a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;
 - (i) Any inducement or reward to RIM for or in connection with the award of a contract; or
 - (ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy;
- (b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly
 - (i) influence or interfere with the work of any RIM official(s) involved in the tender process in order to *inter alia*:
 - (ii) influence the process and/or outcome of a bid;
 - (iii) incite breach of confidentiality and/or the offering of bribes;
 - (iv) cause over and under invoicing;
 - (v) influence the choice of procurement method or technical standards; and
 - (vi) influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.
- (d) Abuse of the RIM's supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the "blacklisting" of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

13. Declarations and authorisation

- 13.1 Bidder are required to complete all declarations and authorisations in the schedules attached hereto, failing which the tender may be disqualified.

14. Alternative offers

- 14.1 Alternative offers may be considered, provided that an offer free of qualifications and strictly in accordance with the bid documents is also submitted. RIM shall not be bound to consider alternative tenders.

EVALUATION CRITERIA

1. Invalid Tenders

1.1 Tenders shall be endorsed and may be recorded as potentially invalid in the tender opening record by the RIM responsible official in the following instances:

- (i) if the tender is not sealed;**
- (ii) If the tender is not completed in non-erasable ink;**

2. Non-Responsive Tenders

2.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:

- (a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector;**
- (b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and**

3. Disqualified Tenders

3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

- (a) Comply with one or more of the provisions contained in the Instruction to bidders;**
- (b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;**

4. Directions and Closing Date for Submission of Bids

4.1 Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building.

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 12 JULY 2022 AT 11H00 AM.

4.3 Companies are required to also submit the soft copies of their tender document/proposals. To note that the soft copies will be considered only if a company's tender document/proposal was deposited on the closing date and time at the tender box situated in Nelson Mandela Gateway as indicated in paragraph 2.5.

These soft copies can be forwarded to patm@robben-island.org.za and nasiphim@robben-island.org.za.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM					
BID NUMBER:	RIM FER 01-2022/2023	SUBMISSION/ CLOSING DATE:	12 JULY 2022	CLOSING TIME:	11:00am
DESCRIPTION	THE APPOINTMENT ALL PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE APPOINTED IN AN OPEN PANEL OF SERVICE PROVIDERS, TO RENDER MAINTENANCE (CORRECTIVE, PLANNED AND PREVENTATIVE) AND SUPPLY SERVICES ON ALL ROBBEN ISLAND MUSEUM'S VESSELS FOR A PERIOD OF 3 (THREE) YEARS FOR AS AND WHEN THEY OCCUR.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID
BOX SITUATED AT

Robben Island Museum, Nelson Mandela Gateway					
Tender Box					
V & A Waterfront					
Cape Town, 8002					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			

		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Robben Island Museum	CONTACT PERSON	Ms.P.Madikane
CONTACT PERSON	Ms. P. Madikane	TELEPHONE NUMBER	021 413 4265
TELEPHONE NUMBER	021 413 4265	FACSIMILE NUMBER	
E-MAIL ADDRESS	PatM@Robben-Island.org.za	E-MAIL ADDRESS	PatM@Robben-Island.org.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE

NAME OF BIDDER:	BID NO.: RIM FER 01-2022/2023
CLOSING TIME 11:00 am	SUBMISSION/ CLOSING DATE: 12 July 2022

THE APPOINTMENT OF A SERVICE PROVIDER TO SUBMIT PROPOSALS TO BE APPOINTED IN AN OPEN PANEL OF SERVICE PROVIDERS, TO RENDER MAINTENANCE (CORRECTIVE, PLANNED AND PREVENTATIVE) AND SUPPLY SERVICES ON ALL ROBBER ISLAND MUSEUM'S VESSELS FOR A PERIOD OF 3 (THREE) YEARS FOR AS AND WHEN THEY OCCUR.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals:
 -
 - 1.1 Bidders must provide one flat rate per hour for the scope of work based on meeting hours per annum.
 -
 - 1.2 Services: The service provider should indicate below the hours where "Normal hours", "Overtime hours" is applicable to the working hours, also indicate when emergency call-out is applicable.

Table 1: Year 1

Times	Normal hours	Rate (ZAR)	Overtime hours	Rate (ZAR)	Call-out hours	Rate (ZAR)	Rate per km
Monday-Friday							
Saturday							
Sundays and Public Holidays							

Normal hourly rates will be used to evaluate the service provider's pricing.

Table 2: Year 2

	Year 2	Year 3
Percentage Escalation		

Supply

- 1.3 Service provider must indicate mark-up percentage rates.

Table6 – For guideline purposes only if invoices are requested.

Type of Supply	Mark up (%)
Hydraulic Services	
Engine Services	
General Fitting Services	
Pumps	
Electrical & Electronic Services	
Platework & Piping Services	
General Engineering Services	
Safety Equipment Services	

- 1.4 Prices must include all applicable taxes and VAT and must be indicated in ZAR. Price must also include all costs as there will be no additional costs entertained.
- 1.5 Prices quoted must be valid for at least **90 (ninety)** days from the closing of the tender
- 1.6 Only fixed prices will be accepted.

Any enquiries regarding bidding procedures may be directed to the –

Ms. P Madikane
SUPPLY CHAIN MANAGEMENT UNIT
ROBBEN ISLAND MUSEUM
Suite 204, Level 2
Clock Tower Building
V & A Waterfront
Cape Town

Tel: 021 413 4265/70

Email: patm@robben-island.org.za / nasiphim@robben-island.org.za

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of

state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - (i) B-BBEE Status level certificate issued by an authorized body or person;
 - (j) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - (k) Any other requirement prescribed in terms of the B-BBEE Act;
- (l)
- (m) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (n) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		

Any QSE		
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8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may

have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE



- ROB BEN ISLAND MUSEUM (“RIM”)

BID REFERENCE NUMBER: RIM FER-01-2022/23

TERMS OF REFERENCE

DESCRIPTION:

ROBBEN ISLAND MUSEUM (RIM) INVITES ALL PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE APPOINTED IN AN OPEN PANEL OF SERVICE PROVIDERS, TO RENDER MAINTENANCE (CORRECTIVE, PLANNED AND PREVENTATIVE) AND SUPPLY SERVICES ON ALL ROBBEN ISLAND MUSEUM’S VESSELS FOR A PERIOD OF 3 (THREE) YEARS FOR AS AND WHEN THEY OCCUR.

DATE OF ISSUE:

17 JUNE 2022

NON-COMPULSORY BRIEFING SESSION DATE:

28 JUNE 2022

SUBMISSION/ CLOSING DATE:

12 JULY 2022

1. BACKGROUND

Robben Island Museum (RIM) has a fleet of vessels that are currently operating in order to transport people and cargo between Cape Town and Robben Island. The Ferry Department is responsible for the maintenance (corrective, planned and preventative), operation and upkeep of all the vessels. Due to the nature of the Ferries Department being an operational department, we require service providers to urgently attend to repairs to ensure that the ferry operations continue as soon as possible and to ensure that the repairs are carried out immediately and the boat is operational in the shortest amount of time.

This is an open tender which allows for service providers to be added to the database throughout the contract duration.

2. SERVICE CATEGORIES

Bidders that bid for and meet the minimum criteria for "2.1" and "2.2" will be pooled for the selected category.

2.1 PREFERENTIAL SERVICE CATEGORIES.

2.1.1 The required preferential services have been categorised into 5 (five) service categories as reflected below. The bidder must indicate service category the bidder is bidding for. Bidders can tick one, more or all the service categories if they have skills, knowledge, suitable, qualified and competent resources to render such services in "Table 1".

No	Service Categories
1	<u>Mechanical Services</u>
a	Hydraulic Services
b	Engine (including electronic control systems) Services
c	General Fitting Services
d	Pumps
2	Electrical and Electronic Services
3	Platwork and Piping Services
4	General Engineering Services
5	Safety Equipment Services

Note: The bidder must ensure that they provide the required response/information to the evaluation criteria for each service category the bidder is bidding for.

2.1.2 Speciality: Below is an elaborated list of services to be rendered to all Robben Island Museum's vessels. Companies to indicate herewith their areas of speciality with regards to their capability of rendering the services as per table below:

Table 1

Description of Services	Speciality/Technical Expertise (Please tick ✓ where applicable)	
	YES	NO
Mechanical service providers to provide services and supply any parts for the following:		
a. Hydraulics Repairs and maintenance to steering and winch systems. Supply of equipment/machinery/spares as required by RIM.		
b. Engines Mechanical, electrical repairs and maintenance to Caterpillar main & auxiliary engines. Supply of equipment/machinery/spares as required by RIM.		
Mechanical and electrical Repairs and maintenance to MTU main engines. Supply of equipment/machinery/spares as required by RIM.		
Mechanical and electrical Repairs and maintenance to Cummins auxiliary engines. Supply of equipment/machinery/spares as required by RIM.		
Mechanical and electrical repairs and maintenance to Detroit main engines. Supply of equipment/machinery/spares as required by RIM.		
Mechanical and electrical repairs and maintenance to John Deere auxiliary engines. Supply of equipment/machinery/spares as required by RIM.		
c. General Fitting Services Repairs to propulsion systems, gearboxes, propellers, valves, gears and any work that requires fitting and turning. Supply of equipment/machinery/spares as required by RIM.		
d. Pumps Repairs and overhauling of pumps. Supply of equipment/machinery/spares as required by RIM.		
Electrical Contractors to provide services and supply any parts required for the following:		
Repairs and servicing of navigation, weather monitoring and bridge equipment.		
Repairs and servicing of engine starters and alternators.		
Repairs and servicing of electrical motors, steering systems and power supplies.		
Must be able to work on 380V, 220V, 24V and 12V (AC and DC) supply.		
Repairs and servicing of general electrical fittings and fixtures.		

Repairs and servicing of electronic components.		
Statutory, non-statutory insulation testing and electrical fault finding.		
Supply of equipment/machinery/spares as required by RIM.		
Platework and Piping Contractors to provide services and supply any material or equipment needed for the following:		
Platework (all types of welding, including steel, aluminium, etc.) The service provider must ensure that the supplied welders have certified qualifications for coded welding and for classification society requirements. Proof of qualifications to be provided before rendering services.		
Fabrication of various structures to required specification.		
Pipework and plumbing of various ferrous and non-ferrous materials.		
Supply of equipment/machinery/spares as required by RIM.		
General Engineering Contractors to provide services and supply any material or equipment needed for the following:		
Works and repairs to rudders, propellers and propeller shafts.		
Work and repairs to all types of stern tube systems, seals and shaft bearings.		
Repairs to anchor handling and lifting equipment		
Supply of equipment/machinery/spares as required by RIM.		
Safety Equipment Contractors to provide services and supply any material or equipment needed for the following:		
Repairs, servicing and supply of life saving appliances; portable fire extinguishers, fixed fire extinguishing system (CO ² and NOVEC), life rafts, inflatable slides, multi gas detectors and breathing apparatus. Service provider must be SAMSA and/or OEM approved.		
Supply of equipment/machinery/spares as required by RIM.		

2.2 GENERAL SERVICE CATEGORIES

2.2.1 The required general services are reflected below. The bidder must indicate service category the bidder is bidding for. However, bidders can tick one, more or all the service categories if they have the skills, knowledge, suitability, qualifications and competent resources to render such services in “Table 2.a” and “Table 2.b”.

Note: The bidder must ensure that they provide the required response/information to the evaluation criteria for each service category the bidder is bidding for.

2.2.2 Speciality: Below is an elaborated list of services to be rendered to all Robben Island Museum's vessels. Companies to indicate herewith their areas of speciality with regards to their capability of rendering the services as per table below:

Table 2.a

General and Specialist Service providers to supply service or equipment needed for the following:		
Laser and mechanical alignment, including chock fast.		
Non-Destructive testing (NDT) on all areas of vessel, but limited to crack testing and thickness tests.		

Table 2.b

General and Specialist Service providers to supply service or equipment needed for the following:		
Diving Services. The service provider must do diving inspections of entire underwater hull as required with video recording, if and when required to remove obstructions around propellers and rudder		
Removal of oily water/sludge. The service provider must supply a Safe Disposal Certificate as per South African Maritime Safety Authority (SAMSA) and The International Convention for the prevention of pollution from ships (MARPOL) requirements.		
Supply of equipment/machinery/spares/consumables as required by RIM.		

2.3 Local Production and Content (See attached from National Treasury)

Description of Services	(Please tick v where applicable)	
	YES	NO
Contractors supplying goods that require local production and content as per DTI requirements:		
Service providers supplying goods that require 10-100% local production/content must supply proof of local production or apply for exemption at the Department of Trade and Industry as per list provided by National Treasury.		

3. TERMS AND CONDITIONS FOR SUCCESSFUL BIDDERS

Bidders are expected to abide by the Terms and Conditions; as per below whilst being appointed on the preferential and pooled panel:

- 3.1 Any and all call outs may be subjected to a quotation being requested before commencement of work.
- 3.2 The work scope that overlaps or is additional to the contracted work can be sent out at any time for a Request for Quotation (RFQ) to multiple service providers if required.

- 3.3 The service provider must provide timelines to complete the repairs. They will be required to adhere to an agreed timeline.
- 3.4 Should the service provider take too long to complete the work without sufficient justification with regard to delays, RIM reserves the right to terminate the said service provider's contract and give the work to an alternate service provider. RIM reserves the right to charge penalties on any run overs.
- 3.5 RIM reserves the right to source a second or third quote where it deems necessary to ensure that prove to not provide value for money.
- 3.6 Should the service provider not be able to attend to and remedy the problem within the agreed the work in a shorter time period.
- 3.7 Should RIM find a service provider who can source the spares and complete the repairs quicker than any other service provider, their quotation may receive preference.
- 3.8 The service provider must provide a detailed quotation indicating exactly what work will be carried out and what parts will be replaced or repaired.
- 3.9 RIM reserves the right to go to any company's workshop to inspect any machinery or equipment that is removed from RIM's Vessels for maintenance or servicing.
- 3.10 RIM also reserves the right to request qualifications from any service provider.
- 3.11 The service provider must provide a detailed report and/or trial/commissioning report, pictures included, of the work carried out and this must be submitted to RIM as and when requested.
- 3.12 The service provider must inform Robben Island Museum beforehand what parts are original and what parts are generic. This must be clearly indicated on the quotation. If generic parts are used they must be of the same quality and standard or higher than the OEM parts.
- 3.13 The service provider must indicate the availability to work after hours and weekends in their quotation and /or requested to conduct work.
- 3.14 The service provider must clearly indicate, in "Table 4", their hourly rates, overtime rates, callout rates and travel fees, should they be applicable, and clearly indicate when these different rates are to be utilised, i.e. the time of the day when they apply.
- 3.15 The service provider must ensure that the response is exactly as specified as per the RFQ.
- 3.16 RIM has the right to cancel the RFQ as it deems necessary.
- 3.17 With the exception of emergency; no work to take place without the Purchase Order or email confirmation from Supply Chain Management Department.
- 3.18 The service provider to take note of any Local Content issues as per Department of Trade and Industry and National Treasury regulations and indicate if they will be able to assist with getting the proper approvals before work commences as per the Table in paragraph 2.3.
- 3.19 All Supply Chain Management rules and regulations must be adhered to.
- 3.20 Service providers are permitted to submit their proposals throughout the five-year period and the response will be considered where applicable.
- 3.21 RIM reserves the right to remove any service provider should they deem the service provider is not providing value for money, is not carrying out work as per agreed work scope, and is using inferior quality or old parts.
- 3.22 RIM reserves the right to:
 - 3.22.1 Inspect the successful service provider/s operating facility/workshop during anytime of the bid process.
 - 3.22.2 Accept the whole bid, a part thereof, any item, part of any item or accept more than one bid (in the event of a number of items being offered);
 - 3.22.3 Not to accept the lowest or any bid; and
 - 3.22.4 Not to accept a bid which is substantially or materially different from the specifications.
- 3.23 Cancel the tender prior to or post award of the tender.
- 3.24 RIM will Include any contractor that meets the requirements to the Pool of service contractors at any time during the 3-year period.
- 3.25 Third party supplier invoices for any items supplied to RIM must be available to RIM should RIM request the invoices and RIM reserves the right to request the percentage mark-up be indicated on quotations.

- 3.26 Preference may be given to service providers that include guarantees and/or warranties in the quotations.
- 3.27 RIM reserves the right to terminate a service provider's contract, issued as per this tender, should the service provider not perform work as per the requirements of this tender.
- 3.28 RIM reserves the right to negotiate the conditions of this tender and to possibly add to the scope of work as per RIM's new requirements and therefore this tender will be refreshed as and when required.
- 3.29 The Service Provider is to ensure that they have sufficient capital to carry out work as quoted for and agreed to.
- 3.30 All Service Provider's that are required to conduct physical work are required to have a minimum of R5 000 000 public indemnity insurance.
- 3.31 By submitting a response to this tender, the service provider acknowledges the above terms and conditions, and agrees to abide by them.
- 3.32 Bidders are allowed to submit proposals for inclusion into the database at any time during the 36-month period.

4 TERMS OF ENGAGEMENT

Quotations will be requested from the companies in the database in line with the categories tendered for as specified in the tender document. RIM will always encourage rotation of suppliers, where practical.

In cases of emergency, procurement will be done in line with Supply Chain Management processes.

Quotations will be assessed by RIM's Compliance Management. Evaluation will be done in line with terms and conditions of the tender as well as legislative prescripts governing SCM including Preference Points system.

Should the appointed preferential service providers not be able to attend to work timeously, RIM reserves the right to use an alternate service provider from the Central Suppliers Database.

5 EVALUATION METHODOLOGY

The evaluation of bids will be based on category selection for either critical categories or non-critical service categories, where applications for critical categories 1-5 in "Table 1" and "Table 2.a" will be screened as per "5.1.1". Bids that do not meet requirements in "5.1.1" will be disqualified.

Bids tendering for non-critical categories 1 and 2 in "Table 2.b" will be subject only to criteria in "5.3.1".

5.1 EVALUATION CRITERIA FOR SERVICE PROVIDERS SUBMITTING PROPOSALS FOR CATEGORIES LISTED IN TABLE 1 AND 2.A

- 5.1.1 Bids for categories listed Table 1 and 2.a will be strictly assessed according to the bid evaluation criteria stipulated in the evaluation methodology as per "Table 3". A minimum of 75 points out of 100 points (for functionality) is required to be considered as a pool supplier.
- 5.1.2 Bidders that do not score the minimum of 75 points will be regarded as non-responsive and will not be evaluated further.
- 5.1.3 All proposals received will be subjected to assessment based on the criteria as set out in the functionality criteria.

5.1.4 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. For meaningful evaluation, bidders must substantiate information provided under functionality criteria.

Table3

No.	CRITERIA	Criterion Weight	GUIDELINES FOR CRITERIA APPLICATION	Points	Refer to page and paragraph no. in bid proposal
5.2.1	TRACK RECORD/EXPERIENCE: The service provider must have a minimum of two (2) years or more experience in rendering vessels repairs and maintenance or supply services as per the categories selected (Table 1 and 2.a) Proof of experience can be submitted via company profile and/or verifiable/contactable documentation. Annexure 1 has to also be completed. I.e. Completed projects in-line with selected specialty.	20	Proof of three (3) years' or more experience in rendering services as category selected.	20	
			Proof of two (2) years but less than three (3) years' experience in rendering services as category selected.	10	
			Less than two (2) years' experience in rendering services as category selected.	0	
5.2.2	REFERENCE The company must demonstrate experience in the categories selected (Table 1 and 2.a) and submit at least two (2) written referrals (signed and dated with contact details), each letter from different clients to be provided referencing to the work performed. Robben Island Museum reserves the right to contact the written referrals.	20	Submit 2 reference letters.	20	
			Submit 1 reference letters.	10	
			Submitted no reference letter.	0	

5.2.3	Personnel Suitability Service providers to submit the resume of the Contract/Project Manager that will be appointed to RIM for the categories selected (Table 1 and 2.a). The individual must be employed by the service provider. Annexure 2 has to be completed.	35	Individual has more than 5 years' experience	35	
			Individual has between 2 and 5 years' experience	25	
			Individual has less than 2 years' experience	0	
5.2.4	FINANCIAL VIABILITY: Proof or confirmation indicating financial ability to render quality boats/vessels/ferries repairs, works and maintenance services, for the categories selected (Table 1 and 2.a), by the submission of the signed Audited/Reviewed Annual Financial Statements for the latest financial year. All companies bidding must submit Financial Statements in their proposal. I.e. Where joint venture of two companies, both companies' financial statements must be submitted.	25	Audited Favourable Financial Statements	13	
			Unaudited/ Signed off Favourable Financial Statements	7	
			Non-submission of Financial Statements or Unfavourable Financial Statements	0	
			Submit bank reference letter - showing good financial standing	12	
			Submit bank reference letter - showing poor financial standing or non-submission of bank reference letter	0	

5.3 EVALUATION CRITERIA FOR SERVICE PROVIDERS SUBMITTING PROPOSALS FOR CATERORIES LISTED IN TABLE 2.A

5.3.1 Bids for categories listed in Table 2.b will be required to submit proof of being in operation for at least 12 months and at least one reference letter from a current customer and specific to the category tendered for.

6. PRICING

Service providers must quote as follows and indicate any price escalations for the duration of the contract:

6.1 Services

6.1.1 Bidders must submit their normal hourly rates, overtime rates, callout rates and travel as per "Table 4". Separate labour rates have to be supplied per level of labour.

6.1.2 Rates are to be valid for a year and the percentage escalation (annually year 2 and 3) has to be indicated in "Table 5".

Table 4: Year 1

Times	Normal hours	Rate (ZAR)	Overtime hours	Rate (ZAR)	Call-out hours	Rate (ZAR)	Rate per km
Monday-Friday							
Saturday							
Sundays and Public Holidays							

Normal hourly rates will be used to evaluate the service provider's pricing.

Table 5

	Year 2	Year 3
Percentage Escalation		

6.2 Supply

Service provider must indicate mark-up percentage rates.

Table6 – For guideline purposes only if invoices are requested.

Type of Supply	Mark up (%)
Hydraulic Services	
Engine Services	
General Fitting Services	
Pumps	
Electrical & Electronic Services	
Platwork & Piping Services	
General Engineering Services	
Safety Equipment Services	

N.B: Prices must include all applicable taxes and VAT and must be indicated in ZAR. Price must also include all costs as there will be no additional costs entertained.

7. BRIEFING SESSION AND CLOSING DATE

7.1 Briefing Session

Please be advised that the **briefing session** will take place on **28 June 2022**, Virtually via Zoom.

7.2 Closing Date & time for the submission of bids: 12 July 2022 @ 11am

8. ENQUIRIES

8.1 All bid related enquiries must be directed to:

Ms. Pat Madikane, Unit Manager: Acquisition Supply Chain Management, Tel: 021 413 4265/70 or email: PatM@robber-island.org.za.

9. SUBMISSION OF TENDER DOCUMENTS

Bid documents must be submitted at: Robben Island Museum, Nelson Mandela Gateway Building, Tender Box, situated next to Information Desk, V & A Waterfront, Cape Town.

Annexure 1

[illegible]

Annexure 2

[illegible]

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

1. Definitions
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15. Warranty
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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