LEPELLE NORTHERN WATER

LEPELLE NORTHERN WATER
Water is our passion

TENDER NO: LNW 18/22/23

PROJECT NAME: CONDUCTING OF DUE DILIGENCE ASSESSMENT OF THE PORTION OF MAGALIES WATER BULK INFRASTRUCTURE THAT IS SUPPLYING WATER IN LIMPOPO

CLOSING DATE: 10TH MARCH 2023 @ 11:00am

ISSUED BY:

LEPELLE NORTHERN WATER

Physical address: 01 Landros Mare Street
Polokwane
0700

Postal address: Private Bag X9522
Polokwane
0700

Tel: 015 295 1800

NAME OF TENDERER: ____

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NORTHERN WATER					
BID NUMBER:	LNW 18/22/23	CLOSING DATE:	10th MARCH 2023	CLOSING TIME:	11H00am
DESCRIPTION	CONDUCTING OF DUE DILIGENCE ASSESSMENT OF THE PORTION OF MAGALIES WATER BULK INFRASTRUCTURE THAT IS SUPPLYING WATER IN LIMPOPO				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BLUE BID BOX SITUATED AT NO.01 LANDROS MARE STREET					
LEPELLE NORTHERN WATER HEAD OFFICE					
01 LANDROS MARE SREET					
POLOKWANE					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Molatela Letsoalo	CONTACT PERSON	Norman Nokeri
TELEPHONE NUMBER	015 295 1800	TELEPHONE NUMBER	015 295 1800
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	molatelal@lepelle.co.za	E-MAIL ADDRESS	normann@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐Yes ☐No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐Yes ☐No	
[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]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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: CONDUCTING OF DUE DILIGENCE ASSESSMENT OF THE PORTION OF MAGALIES WATER BULK INFRASTRUCTURE THAT IS SUPPLYING WATER IN LIMPOPO

PROJECT NO: LNW18/22/23

USER DEPARTMENT: STRATEGY AND PLANNING UNIT

TABLE OF CONTENTS

1 PURPOSE

The purpose of this report is to recommend the approval of the Specifications to proceed with tendering and implementation process.

2 BACKGROUND

Water Boards play a critical role within the water value chain, they are bulk water supply entities established in terms of Section 28 of the Water Services Act, Act No. 108 of 1997 and they are listed as schedule 3B entities in the Public Finance Management Act, Act No. 1 of 1999. Their core business is the provision of regional bulk water services infrastructure (primary function) and they also provide support to municipalities (secondary function). This includes both bulk potable and untreated water, wastewater treatment and other related services such as drought interventions, for public benefit. The Minister of Water and Sanitation is the Executive Authority and shareholder of the Water Boards and has the mandate to provide oversight management.

Following the Minister's working sessions with the Provincial Governments, various Water Services Authorities and Water Boards regarding issues of governance, financial viability, accountability and broader service delivery issues, a decision was taken to review Water Boards. The review is based on considerations of financial sustainability, servicing areas that are not currently serviced and is also intended to address institutional confusion caused by having multiple water boards serving the same area.

The realignment of the Water Boards has been initiated with Lepelle Northern Water (LNW) having to take the responsibility of supplying bulk potable and industrial water to the entire Limpopo Province. Currently, Magalies Water is also supplying potable water to almost all the municipalities in the Waterberg District Municipality apart from one WSA i.e., Mogalakwena Local Municipality which is supplied by LNW through Doorndraai Scheme. This means that Magalies assets that are supplying water in Limpopo must be transferred to LNW together with the liabilities.

3 SPECIFICATION

Bids are hereby invited from qualified multi-disciplinary consultants with experience in conducting bulk water supply infrastructure and the related ancillaries, including but not limited to pipelines, valves, booster pumpstations and reservoirs. The summary of the scope is under section 3 below.

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the consultant under this contract. Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed below.

3.1 GENERAL SCOPE OF WORK

The scope of work includes conducting a due diligence on the Magalies Water bulk distribution assets that must be transferred to LNW. The readiness and possible impacts of these assets (movable and immovable) and operation functions on LNW.

3.1.1 Description of the site and access

The assets that need to be assessed are flowing from one of Magalies Water's Water Treatment Works to Thabazimbi, Bela-Bela and Modimolle Local Municipalities in Limpopo province.

3.1.2 Details of the Works

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the service provider under this contract. Approximate type of work to be carried out in accordance with the contract documents as outlined below.

3.2 Scope of Works

3.2.1 Project Description

The project consists of two separate distribution systems, i.e., Vaalkop bulk water distribution that supply water to Thabazimbi Local municipality and the Klipdrift bulk distribution that supplies water to Modimolle and Bela-bela Local municipalities. The bulk distribution includes among others the booster pump stations and reservoirs, meters and other pipeline related assets.

3.2.2 The project is divided into various tasks and multi-disciplinary team as listed below:

a) Technical aspects – this area will require a qualified and experienced professional engineer for evaluation of the infrastructure and operations.

b) Financial aspects including assets and liabilities – this part will require a registered chartered accountant with experience in tariff modelling.

c) Human resources aspects – this area needs the qualified human resources practitioner with experience on human resources management and labour relations.

d) Legal aspects – this area requires a practising attorney or advocate with experience in conducting due diligence.

4 PROJECT SPECIFICATIONS

4.1 Development of an inception report

Develop an inception report containing project detail and timelines, also outlining the conceptual processes.

4.2 Primary due diligence

A primary due diligence report must be developed addressing the following topics. This primary report will contain desktop information readily available on each topic.

4.2.1 Business overview

a) History of the business

4.2.2 Business environment

a) The macro and micro economic climate of Limpopo Province
b) The regulatory and technological environments.
c) The State-Owned Entity's (SOE) resources

4.2.3 Business Operations

a) What are the SOE services?
b) Available bulk water and sanitation infrastructure (both owned and leased by Magalies Water within the Limpopo Province or earmarked for transfer to LNW, including applicable bulk water tariffs).
c) Revenue streams, current and potential within the supply area by the concerned assets.
d) The procurement, production, operations, projects management, distribution and support functions.
e) The corporate governance policies and procedures governing the assets concerned.
f) Safety precautions
g) Summary of insurance coverage/any material exposures.
h) Corporate risks (current and emerging risks) and challenges that might be faced by Lepelle Northern Water as a result of takeover of portion of operations of Magalies Water.
i) The staff component and possible transfer to LNW
j) The debt owed to Magalies Water associated with the assets and operations which must possibly transferred to LNW.

4.2.4 Historical revenue and earnings (confined to the assets being transferred to LNW)

a) The quality and sustainability of the historical revenue and earnings.
b) The operating margin profile.
c) The cost structures.

d) Review the income statements, balance sheet, cash flow and notes to the financial statement.
e) Assess the key financial performance ratios.
f) Assess the staff cost to revenue ratio (based on existing and potential revenue streams)

4.2.5 Human resources and labour relations (confined to the assets being transferred to LNW)

a) Analysis of key staff and their contracts linked to the portion of the assets in Limpopo province.
b) Total of the affected staff compliment, cost and skills set.
c) The salary structure, pension plans and all other benefit program, including the names of the pension fund.
d) Current HR policies and procedures and any outstanding collective bargaining agreements.
e) Any funding obligations
f) Any significant differences between recorded expenses and cash contributions by SOE.
g) Organisational culture
h) Employees who are on prolonged sick leave

4.2.6 Key Customers (confined to the assets being transferred to LNW)

a) Major customers and the payment trends
b) Analyse the payment terms and arrangement.
c) Any significant relationships severed with the past 24 hours.

4.2.7 Key Suppliers (confined to the assets being transferred to LNW)

a) Analysis of the status and relationships with major suppliers and vendors.
b) Contractual arrangement, payment terms and penalty clauses with the key suppliers.
c) Availability of services including the strengths and weakness of suppliers.

4.2.8 Forecasts/projections (confined to the assets being transferred to LNW)

a) New business for short, medium and long term.
b) Major growth drivers and prospects
c) Forecasted underlying profit for the next three fiscal years.
d) Economic assumptions underlying projections.
e) Key financial ratios.

4.2.9 Historical cash flow (confined to the assets being transferred to LNW)

a) Generation of Cashflow and utilisation
b) Management of working capital
c) Expected annual CAPEX and R&D
d) Existing offtake agreements, battery limits and bulk meter points of sale
e) Existing projects and contracts with service provider

4.2.10 Historical assets/liabilities (confined to the assets being transferred to LNW)

a) The quality of assets and liabilities
b) Detailed assessment of relevant water treatment plant, operations, and maintenance supplying water to Limpopo.
c) Confirm the existence of all assets, including inventory, furniture, fixtures, pipelines, pumpstations, reservoirs, equipment, and work in progress.
d) All outstanding leases which the company is either a lesson or lessee.
e) Summary of all liabilities with key terms and conditions
f) Off balance sheet liabilities
g) Any potential exposures

4.2.11 Taxation (confined to the assets being transferred to LNW)

a) The SOE’s tax “footprint”
b) The SOE have any direct or indirect exposures.
c) Any planning opportunities to increase value.
d) The mitigation strategies
e) The tax attributes that can be monetised

4.2.12 Litigation, contingent liabilities and assets (confined to the assets being transferred to LNW)

a) Any pending lawsuits against the company
b) Any pending lawsuits initiated by company.

4.2.13 Review and verify all new material contracts and commitments (confined to the assets being transferred to LNW)

a) Security agreements, mortgages, collateral pledges
b) New agreements, letters of intent and contracts
c) Servitudes (deeds dump) on all the areas where the infrastructure is located.

4.2.14 Organisational strategy, corporate plan and shareholder compact performance

a) Performance trend for the 5-year period on the predetermined objectives of the entity.
b) Significant areas of non-performance with implemented and planned corrective measures.

4.3 DETAILED DUE DILIGENCE

A detailed due diligence report needs to be developed based on the same topics addressed under 4.2, containing more investigative materials.

4.4 FINAL DUE DILIGENCE

Develop a final due diligence report that need to be presented and approved by the Department of Water and Sanitation after completion.

5 MONITORING AND REPORTING

The proposal monitoring and reporting frequency is indicated and will need to form part of the implementation plan and is detailed in the table below:

TASK(S)	PROGRESS REPORTING FREQUENCY
Task 1: Project Inception Report	1 week after inception
Task 2: Primary Due Diligence	Every 2 weeks after inception
Task 3: Detailed Due Diligence	Every 2 weeks after inception
Task 4: Final Due Diligence	Monthly basis

6 DELIVERABLE(S) OUTPUTS

Details	Duration
Task 1: Project Inception Report Task 2: Primary Due Diligence Task 3: Detailed Due Diligence Task 4: Final Due Diligence The appointed service provider will be expected to present the Due Diligence Reports per phase of the contract. The report should also indicate the risks and any unintended consequences that may arise with the transfer of asset and liabilities to LNW.	1 week 3 weeks 7 weeks 1 week

7 DURATION

Start: Date of Order Number issued

End: 12 weeks after the start date

8 PRICING SCHEDULE:

ITEM	DESCRIPTION	UNIT	RATE	AMOUNT
1.1	Final Due-diligence Report on the Water Infrastructure in line with the Terms of Reference requirements/ specifications above.	Sum	R	R
1.2	Final Due-diligence Report on the Financials in line with the Terms of Reference requirements// specifications above.	Sum	R	R
1.3	Final Due-diligence Report on the Legal Aspects in line with the Terms of Reference requirements// specifications above.	Sum	R	R
1.4	Final Due-diligence Report on the Human Resource aspects in line with the Terms of Reference requirement/ specifications above.	Sum	R	R

1.5	Consolidation of the Final Report – Institutional Due-Diligence, and presentation to LNW, DWS and Magalies Water / specifications above.	Sum	R	R
1.6	Additional Items required for the project which the bidder deems necessary. Full description of the items.	Sum	R	R
1.7	Additional Items required for the project which the bidder deems necessary. Full description of the items shall be required	Sum	R	R
1.8	Travelling and Disbursements Costs	Prov. Sum	R 180 000,00	**R 180 000,00** *(To be included in the total below)*
	Notes: Payment terms shall be subject to approval and acceptance of the final reports by LNW in terms of the Service Level Agreement.			
2	TOTAL CARRIED FORWARD			**R**
3	CONTINGENCIES AT 25% OF ITEM 2 ABOVE			**R**
4	SUBTOTAL BEFORE VAT			**R**
6	VAT AT 15%			**R**
7	GRAND TOTAL			**R**

9 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.

Validity of Tender : 30 Days
Contract Period : 12 Weeks
Date advert published : 24 February 2023
Tender document available : 27 February 2023
Closing date of Advert : 10 March 2023 @ 11h00
Compulsory briefing : 03 March 2023 @ 10h00 virtual briefing

10 EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework 2022. Bidders will be evaluated on mandatory, then functionality and only those qualifying by achieving the minimum cut off point of 85 points will be evaluated for administrative requirements then price and Preferential points.

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

10.1 MANDATORY REQUIREMENTS (PRE-QUALIFICATION)

a) Professional indemnity of R10 million or higher (letters of intent will not be considered).
b) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid.
c) The BOQ must be completed in FULL to render the bid responsive. If any section of the BOQ is left incomplete or omitted in printing and submission; the bid document will be disqualified **as pricing instruction in tender document.** Non-numerical *(Nil or dash (-) or included or incomplete space)* completion of BOQ items will be considered non-responsive.
d) Project schedule limited to 08 weeks as per the project milestones.
e) Compulsory briefing (virtual).

NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.

10.2 BID EVALUATION METHOD

Bids will further be evaluated in terms of Method 4:

- Stage 1: Evaluation on Functionality minimum of 85 points to be scored to be considered responsive)

- Stage 2: Evaluation on 80/20 or 90/10 preferential points system (Price and Preferential Procurement regulations 2022)

10.3 STAGE 1: EVALUATION ON FUNCTIONALITY

Under functionality, Bidders must achieve a minimum of 85 points of functionality to be considered for further evaluation. Any bidder that does not meet the minimum threshold will not be evaluated further.

FUNCTIONALITY

<table>
<tr><th>No.</th><th colspan="2">Technical / Functional Requirements</th><th>Weight</th></tr>
<tr><td>1.</td><td colspan="2">Company Experience</td><td></td></tr>
<tr><td rowspan="5"></td><td colspan="2">Evaluation shall be based on the total number of related assignments or projects in conducting due diligence for acquisition of Company or merger.

Schedule of Company experience to be attached together with completion letters, or reference letters of previous projects as evidence from clients (on official letterheads, duly signed), failure to submit such will result in zero (0) points allocated.</td><td rowspan="5">20 Points</td></tr>
<tr><td>◦ 6 or more similar assignments / projects</td><td>20 points</td></tr>
<tr><td>◦ 3 - 5 similar assignments / projects</td><td>15 points</td></tr>
<tr><td>◦ 1 - 2 similar assignments / projects</td><td>10 points</td></tr>
<tr><td>◦ 0 projects</td><td>0 points</td></tr>
<tr><td>2.</td><td colspan="2">Qualifications and experience of Key Personnel</td><td></td></tr>
<tr><td rowspan="4"></td><td colspan="2">Professional qualification of Project Leader
✓ A Project Leader with a minimum of Bachelor in Commence Business Administration and a Master’s in Business Administration (NQF Level 9)
✓ Please attach Copies of Certificates and Qualification.

Evaluation of Project Leader Qualification</td><td rowspan="3">5 points</td></tr>
<tr><td>Proof of Qualifications</td><td>5 points</td></tr>
<tr><td>No Proof of Qualifications</td><td>0 points</td></tr>
<tr><td colspan="2">Experience of Project Leader</td><td>15 Points</td></tr>
</table>

<table>
<tr><th>No.</th><th colspan="2">Technical / Functional Requirements</th><th>Weight</th></tr>
<tr><td rowspan="5"></td><td colspan="2">Should demonstrate capacity in terms of experience on similar projects/assignments related to conducting due diligence for acquisition of company or merger.

Please attach Comprehensive CV with contactable references.

Evaluation of Project Leader Experience</td><td rowspan="5"></td></tr>
<tr><td>◦ No projects</td><td>0 points</td></tr>
<tr><td>◦ 1 – 2 Projects</td><td>5 points</td></tr>
<tr><td>◦ 2– Projects</td><td>10 points</td></tr>
<tr><td>◦ 6 Projects and above</td><td>15 points</td></tr>
<tr><td rowspan="6"></td><td colspan="2">Professional Accountant

A minimum of a Bachelor of Accounting Science/Commerce Qualification

✓ Professional registration as a Chartered Accountant

✓ Please attach Copies of Certificates and Qualifications</td><td rowspan="3">5 Points</td></tr>
<tr><td>Proof of Qualifications and Professional Registration to be attached</td><td>5 points</td></tr>
<tr><td>No Proof of Qualifications and/or Professional
Registration</td><td>0 points</td></tr>
<tr><td colspan="2">Experience of Professional Accountant

✓ Should demonstrate capacity in terms of experience on similar projects related to conducting due diligence for acquisition of company or merger.

✓ Please attach Comprehensive CV with contactable references.

Evaluation of Professional Accountant Experience</td><td rowspan="3">10 Points</td></tr>
<tr><td>◦ No projects</td><td>0 points</td></tr>
<tr><td>◦ 1 – 2 Projects</td><td>5 points</td></tr>
</table>

<table>
<tr><th>No.</th><th colspan="2">Technical / Functional Requirements</th><th>Weight</th></tr>
<tr><td rowspan="5"></td><td>◦ 3 – 6 Projects</td><td>8 points</td><td rowspan="2"></td></tr>
<tr><td>◦ 5 Projects and above</td><td>10 points</td></tr>
<tr><td colspan="2">Professional qualification of Legal Practitioner
• Legal Practitioner with a with a minimum of a Bachelor of Laws Qualification
• Registered as an attorney or advocate.

Evaluation of Legal Practitioner Qualification</td><td rowspan="3">5 Points</td></tr>
<tr><td>Proof of Qualifications</td><td>5 points</td></tr>
<tr><td>No Proof of Qualifications</td><td>0 points</td></tr>
<tr><td rowspan="5"></td><td colspan="2">Legal Practitioner Experience
✓ Should demonstrate capacity in terms of experience on similar projects related to conducting due diligence for acquisition of company or merger.
✓ Comprehensive CV to be attached with contactable references.

Evaluation of Legal Practitioner Experience</td><td rowspan="5">10 Points</td></tr>
<tr><td>◦ No projects</td><td>0 points</td></tr>
<tr><td>◦ 1 – 3 Projects</td><td>3 points</td></tr>
<tr><td>◦ 4 – 6 Projects</td><td>8 points</td></tr>
<tr><td>◦ more than 7 and above Projects</td><td>10 points</td></tr>
<tr><td rowspan="2"></td><td colspan="2">Professional qualification of an Engineer.
✓ An Engineer with a Bachelor of Science Degree/B. Tech in Engineering to conducting due diligence for acquisition of company or merger or experience in water treatment processes or operational experience in water treatment processes.
✓ An Active Professional registration with Engineering Council of South Africa (ECSA) as Pr. Eng. or Pr. Technologist Eng.
✓ Please attach Copies of Certificates and Qualification.
Evaluation of Engineer.</td><td rowspan="2">5 Points</td></tr>
<tr><td>Proof of Qualifications and Professional Registration for Engineer to be attached</td><td>5 points</td></tr>
</table>

<table>
<tr><th>No.</th><th colspan="2">Technical / Functional Requirements</th><th>Weight</th></tr>
<tr><td rowspan="16"></td><td>No Proof of Qualifications and/or Professional Registration</td><td>0 points</td><td rowspan="6">10 Points</td></tr>
<tr><td colspan="2">Engineer Experience
✓ Should demonstrate capacity in terms of experience on similar projects related to due diligence for acquisition of company or merger or experience in water treatment processes or operational experience in water treatment processes.
✓ Comprehensive CV to be attached with contactable references.
Evaluation of Engineer Experience</td></tr>
<tr><td>◦ No projects</td><td>0 points</td></tr>
<tr><td>◦ 1 – 3 Projects</td><td>3 points</td></tr>
<tr><td>◦ 4 – 6 Projects</td><td>8 points</td></tr>
<tr><td>◦ more than 7 and above Projects</td><td>10 points</td></tr>
<tr><td colspan="2">Human Resources Expert Experience
• Human Resources Expert with a with a minimum of a Bachelor of Arts Industrial Psychology or Bachelor of Arts Human Resources
Evaluation of Human Resources Experience</td><td rowspan="3">5 Points</td></tr>
<tr><td>Proof of Qualifications</td><td>5</td></tr>
<tr><td>No Proof of Qualifications</td><td>0</td></tr>
<tr><td colspan="2">Human Resources Expert Experience
✓ Should demonstrate capacity in terms of experience on similar projects related to due diligence for acquisition of company or merger and/or integration of companies.
✓ Comprehensive CV to be attached with contactable references.</td><td rowspan="5">10 Points</td></tr>
<tr><td>◦ No projects</td><td>0 points</td></tr>
<tr><td>◦ 1 – 3 Projects</td><td>3 points</td></tr>
<tr><td>◦ 4 – 6 Projects</td><td>8 points</td></tr>
<tr><td>◦ more than 7 and above Projects</td><td>10 points</td></tr>
<tr><td colspan="2">Total points</td><td>100</td></tr>
</table>

- Minimum points to be scored is 85 points out of 100 points. Point's allocation under functionality will be split as per JV agreement (percentage split on company experience).
- Note that, the LNW reserves the right to verify any information provided by the bidder, falsified and fraudulent reference or experience will lead to disqualification and blacklisting in terms of SCM process in conjunction with legal/law enforcement process.

10.4 ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No.	Criteria
1.	Companies must be registered with National Treasury's Central Supplier Database Provide proof of print out from CSD
2.	Tax compliant with SARS (to be verified through CSD and SARS),
3.	Complete, sign, submit SBD 1, SBD 3.2, SBD 4 and SBD 6.1
4.	Company registration documents
5.	Certified ID copies of company shareholders less than 3 months
6.	Bidders must submit a softcopy in a form USB containing all the tender/bid

NOTE:

a) All the above administrative compliance documents will be requested from the preferred bidder if not submitted with the tender document and failure to submit within 48hrs upon request will lead to disqualification. The next preferred bidder shall be considered.

b) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro rata(proportional) JV percentage split). This is only applicable on company experience under functionality.

c) The JV partners must submit both mandatory documents for each Company.

d) Preferred JV bidder will be required to submit a JV bank account and VAT number.

e) The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.

f) LNW is not compelled to accept the lowest or any bid.

g) *LNW reserves the right to reduce the scope of works due to budget constraint or reduction of scope by client.*
h) *Bidders will be subjected to risk assessment, verification, and arithmetic check.*
i) *LNW reserves the right to verify any information provided by the bidder, falsified and fraudulent reference or experience will lead to disqualification and blacklisting in terms of SCM process in conjunction with legal/law enforcement process.*

11 SCORING BASED ON PRICE AND PREFERENTIAL POINTS SYSTEM

Stage 3: Evaluation on Price and Preference Points Allocation (As per the Preferential Procurement regulations 2022) 80/20 or 90/10

Financial offer and Preference Points Allocation

1) Score tender evaluation points for financial offer.
2) Confirm that tenderers are eligible for the Preference Points Allocation (As per the Preferential Procurement regulations 2022) claimed, and if so, score tender evaluation points.
3) Calculate total quotation evaluation points.
4) Rank quotations offers from the highest number of tender evaluation points to the lowest.
5) Recommend the quotation with the highest number of quotation evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

NB: NO QUOTATION 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.

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	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	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.

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	3
Black women (100% Black women ownership in the company)	CSD Report	5	2
Black ownership (100% black ownership in the company)	CSD Report	5	2
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	3
Total points		**20**	**10**

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

12 CONTRACT CONDITIONS

a) LNW reserves the right to verify any information provided by the bidder, falsified and fraudulent reference or experience will lead to disqualification and blacklisting in terms of SCM process in conjunction with legal/law enforcement process.

b) Sign non-disclosure.

c) Recoverable Cost as per the provisional sum shall be paid as follows:

    i. Any additional costs implemented without a prior written approval shall be to the PSP – Professional Service Provider account.

    ii. The Department of Public Service and Administration hourly rates shall apply on items not fully covered subject to approval by LNW.

    iii. No specialist services, sub-specialist or investigation shall be procured without a prior approval by LNW. A minimum of 3 quotations shall be required with legislative requirements for SCM.

    iv. Accommodation and subsistence will be at the maximum of R 1 500.00 p.p.p.d and proof to be attached.

    v. Latest Public works rates Travel Rate (Claims to be from Lepelle Northern Water head office No 1. Landdros Mare Street POLOKWANE 0699) vehicle according to Public Works rates. Tendered time rates shall apply on travel time, CPI for Limpopo shall only apply after 24 months from tendering.

    vi. Disbursement claims with three (3) quotations to be submitted for approval to the client before implementation.

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ………………………………………………………………………………………………BID NO.: **LNW 18/22/23**

CLOSING TIME 11:00 CLOSING DATE: **10 March 2023**

OFFER TO BE VALID FOR 30 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO :LNW 18/22/23 DESCRIPTION
CONDUCTING OF DUE DILIGENCE ASSESSMENT OF THE PORTION OF MAGALIES WATER BULK INFRASTRUCTURE THAT IS SUPPLYING WATER IN LIMPOPO

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

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

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

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

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R-----------------------------	--------------------------------
--	R-----------------------------	--------------------------------
--	R-----------------------------	--------------------------------
--	R-----------------------------	--------------------------------
--	R-----------------------------	--------------------------------

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

--	R-----------------------------	------------------------- days
--	R-----------------------------	------------------------- days
--	R-----------------------------	------------------------- days
--	R-----------------------------	------------------------- days

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

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

TOTAL: R………………………………………………….

Bid No.: ……………………………………

Name of Bidder: ………

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

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

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

TOTAL: R……………………………………………….

6. Period required for commencement with project after acceptance of bid ……………………………………………………………

7. Estimated man-days for completion of project ……………………………………………………………

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……………………………………………………………

……………………………………………………………
……………………………………………………………
……………………………………………………………

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Molatela Letsoalo
Lepelle Northern Water,
No, 01 Landros Mare Street
Polokwane 0699
Tel. 015 295 1866

Or for technical information –

Norman Nokeri
Lepelle Northern Water,
No, 01 Landros Mare Street
Polokwane 0699
Tel. 015 295 1877

SBD4

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

Multi-Company Declaration Forms

The purpose of this declaration form is to provide detail to the state entity (LNW) the multi companies a director or an individual may own, the ownership maybe in the many forms (shareholding in a registered company-CIPC, director of a Trust, Company-CIPC, Partnership member or Sole Proprietor).

The information requested must be completed in full and signed by the concerned party:

Name of Company	Co. Registration No.	Registration Date	Shareholder Initial & Surname	% owned	Identity Number	Physical Address

I, the undersigned (full name)………
Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

I also confirm that i will immediately inform Lepelle Northern Water if any declared information above changes in the next six (06) months.
NB. NOTE THAT IF SHAREHOLDERS OR DIRECTORS BELONG TO MORE THAN ONE COMPANY, BOTH COMPANIES WILL BE AUTOMATICALLY DISQUALIFIED.

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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 in the company	3	5		
2. Black women (100% Black women ownership in the company)	2	5		
3. Black ownership (100% black ownership in the company)	2	5		
4. Black Youth (100% Black youth ownership in the company)	3	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: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

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.