



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

SBD1
PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	COGHSTAB11/2020/21FY	CLOSING DATE:	26 MARCH 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE CONSTRUCTION PROJECT MANAGEMENT SERVICES TO HUMAN SETTLEMENTS PROGRAMMES AND PROJECTS IN THE FIVE DISTRICT MUNICIPALITIES WITHIN THE PROVINCE FOR 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NO. 20 RABE STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MASEMOLA SS		CONTACT PERSON	MOGOTSI KP	
TELEPHONE NUMBER	015 294 2024		TELEPHONE NUMBER	015 284 5471	
E-MAIL ADDRESS	masemolass@coghsta.limpopo.gov.za		E-MAIL ADDRESS	mogotsikp@coghsta.limpopo.gov.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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. 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-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: COGHSTA B11/2020 – 21FY

CLOSING TIME 11:00

CLOSING DATE: 26 MARCH 2021

OFFER TO BE VALID FOR **240** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	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	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.....	

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

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Name of Bidder:

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)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

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2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....#.....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

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- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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**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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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.

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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:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"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;
- (j) **"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:

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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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 least 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		

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Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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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:	
ADDRESS	
	
	

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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CERTIFICATION

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

TERMS OF REFERENCE

FOR

**THE APPOINTMENT OF PROFESSIONAL
RESOURCE TEAM (PRT) TO PROVIDE
CONSTRUCTION PROJECT MANAGEMENT
SERVICES TO HUMAN SETTLEMENTS
PROGRAMMES AND PROJECTS IN THE
FIVE (05) DISTRICT MUNICIPALITIES
WITHIN LIMPOPO PROVINCE FOR A
PERIOD OF 36 MONTHS**

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP ND RN

Initials of HOD NR

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TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE CONSTRUCTION PROJECT MANAGEMENT SERVICES TO HUMAN SETTLEMENTS PROGRAMMES AND PROJECTS IN THE FIVE (05) DISTRICT MUNICIPALITIES WITHIN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS

1. PURPOSE

The Limpopo Dept. of Cooperative Governance, Human Settlements and Traditional Affairs requests proposals for establishment of a Professional Resource Team (PRT) to provide support for all ISHS programmes and construction project management services.

The PRT will be required to establish offices in Polokwane and also at the five (5) district offices.

2. INTRODUCTION

The Limpopo Dept. of COGHSTA has technical capacity challenges in providing effective service delivery. It seeks to engage the services of a fully capacitated and multi skilled Service Provider to establish a Professional Resource Team (PRT) in Polokwane (Head Office) and all five (5) districts. The purpose of district offices is to bring the project management team closer to the project areas.

3. BACKGROUND

The South African Constitution of 1996 enshrines the right of everyone to have access to adequate housing and makes it incumbent upon the State to take reasonable legislative and other measures within its available resources to achieve the progressive realisation of this right. In response to this Constitutional imperative, Government has in terms of the Housing Act, 1997 (Act No 107 of 1997) introduced a variety of Programmes, which provides the poor households access to adequate housing. The policy principles set out in the White Paper on Housing aims to provide poor households with houses as well as basic services such as portable water and sanitation on an equitable basis. The limited resources available from this fiscus, however, necessitate the provision of housing, security and comfort to all, over time.

The Limpopo Dept. of Cooperative Governance, Human Settlements and Traditional Affairs has undergone a structural re-engineering and is in the process of finalising the organisational structure to meet the mandate bestowed upon it. This has highlighted the need for and proposed the establishment of a fully resourced and funded Organisational structure.

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D RM

Initials of HOD AB

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The absence of this necessitates the Department to seek the establishment of a fully resourced technical team to augment the existing human and skill capacity in the Department.

The Department is responsible for Human Settlement development with a capital budget of R877, 072, 000 comprising of 4098 sites and 4848 units (active and inactive projects). The implementation of the development process and the administration of the budget requires specific built environment knowledge and competencies. Coupled with this is the complex nature of the Human Settlements environment. This poses a serious challenge to the senior management in terms of tracking, managing risks and non-performance of implementing agents.

The Department proposes to establish a PRT by appointing a service provider to fulfil this capacity constraint. Adequate funding is required for the Department to secure and retain scarce built environment skills, therefore the appointed service provider will be required to transfer skills to build the necessary capacity.

The Department of Cooperative Governance, Human Settlements and Traditional Affairs, has over the years come increasingly under pressure to implement housing development programs within communities that have become volatile. It has become difficult to consolidate project data to ensure proper packaging and planning as well as information and overall management of the programme.

It is evident to the Limpopo Dept. of Cooperative Governance, Human Settlements and Traditional Affairs that a lack of a central project information repository, standardised project information and an implementation of a projects portfolio management system will prevent the effective and successful management of the Housing Delivery Programme and achievement of the key targets of the relevant Outcomes.

The PRT will create a professionalised approach to projects within the Department and will help to build skilled capacity internally.

4. SCOPE OF WORK / TASK

The work to be undertaken shall be as follows:

4.1 KEY PERFORMANCE AREAS

4.1.1 Human Settlements Projects Planning and Pipelining

Provision of technical support and strategic interventions in:

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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- a. Project identification and needs analysis processes through making use of a District Wide Planning Model (DWPM) and Prioritized Human Settlements Development Areas (PHDAs)
- b. Provision of support on conducting of prefeasibility and feasibility studies including up to SPLUMA submission and approvals
- c. Project packaging and pipelining
- d. Development of annual business plans and Review and Reporting as and when required
- e. Facilitate the appointment of a suitable team to conduct and ensure the provision of subsidy administration for all approved projects, particularly at pre-allocation stage

4.1.2 Bulk and internal Engineering Services

Provision of technical support on:

- a. Assessment of prefeasibility and feasibility studies engineering designs
- b. Technical advice on design development standards and compliance to minimum standards as outlined in the Red Book

4.1.3 Legal Support

Provision of technical legal support through:

- a. Compilation and analysis of current title deeds backlog and scoping of processes towards issuing of Title Deeds on completed units
- b. Contracts drafting and monitoring
- c. Preparation of the business plan for the Title Deeds Restoration Programme Grant

4.1.4 Special Programmes: Mining Towns, Catalytic Projects, PHDAs, EPWP, etc.

Provision of technical support through:

- a. Project identification and needs analysis processes
- b. Conducting prefeasibility and feasibility studies
- c. Business case and facilitation of Private Public Partnerships on Mega & Inclusionary human settlements projects
- d. Transactional advisory services

4.1.5 Informal Settlements Upgrading Programme

Provision of technical support in:

- a. Project identification and needs analysis

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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- b. Development of UISP grant business plan
- c. Rapid Assessment and categorization of informal settlements
- d. Provision Support in the Assessment of UISP upgrading and implementation plans
- e. Provision of Support in the Assessment of sustainable livelihoods programmes
- f. Provision of technical support in the development of a Provincial Informal Settlement Upgrading Strategy as well as upgrading plans

4.1.6 Urban and Rural Housing Delivery

Provision of technical support to Department on:

- a. Ensuring contractors compliance to OHS and Labour Requirements
- b. Contracts monitoring and adherence to program implementation plans (PIP)
- c. Facilitating projects inspections and fast track claims processing within a 30-day period
- d. Preparation of progress reports
- e. Facilitating projects close out reports

4.1.7 HSDG TDRG and UISPG Performance Monitoring and Evaluation

Provision of technical support on:

- a. Preparation of reporting templates for all the programmes
- b. Collation of performance information on all projects, programmes and grants on daily basis
- c. Analysis of data and preparation of weekly, monthly, quarterly and annual reports and as when required prepare recovery plans where performance on certain programmes is not satisfactory
- d. Regular and appropriate reporting and communications to COGHSTA at required intervals during the execution of projects
- e. Utilize a user-friendly reporting system for different levels of programme & project management

4.1.8 Development of Restructuring Zones and Social Housing

Provision of technical support to:

- a. Undertake assessment of areas identified by Municipalities for demarcation as Restructuring Zones for Social Housing development
- b. Once Restructuring Zones have been declared and gazetted, assist accredited Social Housing Institutes (SHIs) to package projects for submission to Social Housing Regulatory Authority (SHRA)

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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- c. Assess the feasibility of the packaged projects by reviewing financial, technical and legal aspects. Prepare financial models to determine viability in terms of Capex invested against long-term returns and affordability of potential debt/equity to be raised by SHIs
- d. Assist the department to assess new application from prospective SHIs to be accredited by SHRA
- e. Carry out regular inspections of SHIs to ensure that they are complying with the relevant prescripts and ensuring that they have effective, efficient and transparent systems of financial and risk management.
- f. Monitor and evaluate the implementation of new social housing projects within the province
- g. Evaluate the performance of existing social housing projects in the province

4.1.9 Skills Appraisal and Development

- a. Consider the Skill Gap Analysis undertaken by the department.
- b. Identify areas of training and capacity building for implementation.
- c. Facilitate the training of departmental staff in accordance with the skills gap analysis.
- d. Advise the Department on skills priority areas.

5. LOCATION OF THE PROJECTS

The bidder will be expected to operate/function across the Limpopo Province in five districts municipalities namely; Capricorn, Waterberg, Sekhukhune, Vhembe and Mopani District Municipalities.

Approximate distances between Polokwane and some of the furthest villages in the municipalities per district:

- 5.1 Polokwane – Ga-Kibi in Blouberg LM, Capricorn DM is 130km
- 5.2 Polokwane – Leboeng in Tubatse LM, Sekhukhune is 210km
- 5.3 Polokwane – Marapong in Lephalale LM, Waterberg DM is 245km
- 5.4 Polokwane – Botshabelo in Maruleng LM, Mopani DM is 140km
- 5.5 Polokwane – Hankutswi/ Masisi in Musina LM, Vhembe DM is 280km
- 5.6 Polokwane – Regorogile in Thabazimbi LM, Waterberg DM is 300km

6. DELIVERABLES

- 6.1 Pipeline list of projects ready for implementation
- 6.2 Human settlements development grants business plan
- 6.3 Engineering services progress reports
- 6.4 TDRP strategic implementation plan and progress report

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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- 6.5 TDRP projects' progress reports
- 6.6 Progress Report on Strategic intervention on special programmes
- 6.7 Special programmes and project reports
- 6.8 Progress report on UISP upgrading strategy and upgrading plans
- 6.9 HSDG Projects Implementation Plans (PIP) implementation plan
- 6.10 UISP business plan
- 6.11 Daily, weekly, monthly, quarterly, annual and ad hoc reports
- 6.12 Monthly reports on all infrastructure projects
- 6.13 Monthly contractor's performance report
- 6.14 Submitted reports on project packaging and pipelining and business plan preparation
- 6.15 Submitted OHS Audits, Safety Files and projects Baseline Risk Management Plans and compliance in line with COVID-19 requirements by Contractors
- 6.16 Progress report on support provided to Department Project Managers towards registration to professional body
- 6.17 Quarterly HSDG performance and intervention plans as and when necessary
- 6.18 Employment Statistics for each contractor appointed by the Department
- 6.19 Any other Strategic Support required on integrated human settlements related programmes and projects

7. DURATION

The anticipated timeframe for the services of the PRT is **36 months** from date of appointment

8. REQUIRED COMPETENCY

The standard skill required to assist the Department will be for 8 Hours per day, 5 days a week for a period of 36 months. Additional hours and days per week will be determined by the need and will be at the discretion of both parties.

The Service Provider should demonstrate the following skills, experience and qualifications:

- 8.1 Provision of project/programme management function in all five Districts Municipalities.
- 8.2 Provision of technical support for project pre-packaging and pipelining on compiling of the Human Settlement Development Grant (HSDG), Upgrading of Informal Settlements Programme Component (UISP), Title deeds business plan (TRG), Title deeds transfer process and coordinating activities, including identification, establishment and management of Restructuring Zones for Social Housing development as well as development of Social Housing Institutions (SHIs) in Limpopo.

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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- 8.3 Provision of inputs during the development of contracts and to assist with contract management
- 8.4 Regular and appropriate reporting and communication to COGHSTA at required intervals during the execution of project
- 8.5 Acting as Employer's Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003
- 8.6 Provision of inputs on the development of a web-based project management system and a sound claims management
- 8.7 Coordination and collation of Expanded Public Works Programme (EPWP) jobs created statistics
- 8.8 Provision of other specialized technical services (Professionals) as and when required i.e. Civil/Structural Engineer, EIA Specialists, Geotechnical Specialist, Town Planner, Legal Specialist etc.
- 8.9 Ensuring proper handover of the constructed housing units to the department of COGHSTA in Limpopo.
- 8.10 Coaching and Mentoring of Project Management staff and ensure registration with professional bodies (i.e SACPCMP and ECSA)

9. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

9.1 The Programme Manager X 1

The programme manager should have Honours Degree in Project Management and registered with SACPCMP with a minimum of 10 years' experience within the built environment. The Programme Manager shall provide strategic direction to the Service Providers' team for purposes of the team fully implementing its mandate as required.

9.2 Principal Engineer X 1

- 9.2.1 The Professional Team **MUST** be led by an ECSA registered Principal Engineer with a minimum of 10 years' experience within the built environment, whose role would be to provide support to the Department on engineering designs. Should have a Bachelor's Degree/B Tech in Civil Engineering

9.3 Structural Engineer X 1

The Structural Engineer should have a BSc/BTech/BEEng in civil engineering (specialising in structural engineering) and must be registered with ECSA. He/she is to have a minimum of 5 years' experience in design and implementation of structural building projects

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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9.4 Civil Engineer X 1

The Civil Engineer should have BTech/BEng/BSc in civil engineering and must be registered with ECSA. He/she is to have a minimum of 5 years' experience in design and implementation of bulk and internal engineering services.

9.5 Legal & Contracts Services Specialist X 1

The Legal & Contracts Services Specialist to have BCom Law/B Juris/B Proc and/or LLB degree as an admitted Attorney and Conveyancer. He/she should have a minimum of 5 years in conveyancing

9.6 Project Manager X 5

The Project Manager should have N.Dip/BTech/BSc in Civil Engineering, Building Science, Architecture and Quantity Surveying and registered with SACPCMP as a Professional Construction Project Manager. He /she is to have a minimum of 5 years' experience in built Industry.

9.7 Town and Regional Planner X 3

The Professional is to have N.Dip/BTech/BSc in Town Planning, Development Planning or equivalent and must be registered with SACPLAN. He/she should have at least 5 years' experience in town and regional planning.

9.8 District Project Coordinators X 5

The Project Coordinators to have N.Dip/BTech/BSc in built environment with a minimum of one (1) year experience in construction project management. The coordinators shall be responsible for quality assurance through monitoring and evaluation of the actual progress against the building and services construction norms and standards, planned programme and project targets.

9.9 Financial Specialist

The specialist to have an Honours Degree specialising in Finance. He/she should have a minimum of 6 years' experience in financial analysis, planning and

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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budgeting, ideally with some experience in public sector finance. Financial specialist must be registered with relevant professional body (s).

9.10 Market Analyst/Economist

The specialist to have an Honours Degree in Economics with minimum 5 years' experience in Economic Advisory services

All key personnel should submit a CV and original certified copies of qualifications, which highlights any particular field of specialization and experience that is relevant to this particular project as well as registration with relevant professional bodies. It is the bidder's responsibility to have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and submit proof of SAQA accreditation certificate.

All the attachments should be original certified copies not more than 6 months old.

10. PROFESIONAL INDEMNITY (PI) INSURANCE

Bidders are to provide details of their Professional Indemnity (PI) insurance cover and the underwriters. The minimum allowable limit to PI should be R10 000 000.00 or above.

11. EVALUATION

This Bid will be evaluated in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000) and related regulations.

The bid will be evaluated in four phases namely:

Phase 1: Administrative Compliance and Bid Conditions

Phase 2: Subcontracting as condition of tender

Phase 3: Technical Evaluation (Functionality)

Phase 4: Price and B-BBEE Status of Level of Contributor.

The Department reserves the right to accept all, some, or none of the bids submitted – either wholly or in part.

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

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11.1 PHASE 1: ADMINISTRATIVE COMPLIANCE AND BID CONDITIONS

The following returnable documents and requirements should be adhered to and be provided in the proposals; failure to comply will result in an offer being disregarded and not considered for further evaluation.

- 11.1.1 Original certified copies of Identity documents of members/directors.
- 11.1.2 Price Proposals /Cost breakdown to be submitted in the company letterhead and should be VAT inclusive.
- 11.1.3 CV(s) and certified copies of original qualification of technical team required:
- 11.1.4 Proof of registration with SACPCMP ((Professional Construction Project Manager) requires for **Programme Manager**. Submit original certified copies of Honours Degree in Project Management within the Built Environment.
- 11.1.5 Proof of registration with ECSA (Professional Engineer) required for **Principal Engineer**. Submit original certified copies of BTech/BEng/BSc in Civil Engineering.
- 11.1.6 Proof of registration with ECSA (Professional Engineer) required for **Structural Engineer**. Submit original certified copies of BTech/BEng/BSc in Civil Engineering.
- 11.1.7 Proof of registration with ECSA (Professional Engineer/Technologist) required for **Civil Engineer**. Submit original certified copies of BTech/BEng/BSc in Civil Engineering.
- 11.1.8 Submit original certified copy of BCom Law/B Juris/B Proc and/or LLB degree as an admitted Attorney and Conveyancer for **Legal & Contracts Services Specialist**.
- 11.1.9 Proof of registration with SACPMP (Professional Construction Project Manager) as a **Project Manager**. Submit original certified copies of BSc/BTech degree in either Construction Project Management or relevant qualification within the Built Environment.
- 11.1.10 Proof of registration with SACPLAN (Professional Town Planner/Tech) required for **Professional Town and Regional Planner**. Submit original certified copies of N.Dip/BTech/BSc in Town Planning, Development Planning or equivalent.
- 11.1.11 Submit original certified copy of N.Dip/BTech/BSc in either Construction Project Management or relevant qualification within the Built Environment for **District Project Coordinator**.
- 11.1.12 Submit original certified copy of National Diploma in Health and Safety or Safety Management for **Health and Safety Officer**.
- 11.1.13 Submit original certified copy of Honours Degree specialising in Finance for **Financial Specialist**.
- 11.1.14 Submit original certified copy of Honours Degree in Economics for **Economist or Market Analyst**.

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D RM

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- 11.1.15 It is the bidder's responsibility to have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and submit proof of SAQA accreditation certificate.
- 11.1.16 Bidders must submit proof of subcontracting arrangement / agreement between main bidder and subcontractor.
- 11.1.17 Completed and signed Compulsory Standard Bid Documents (SBD1, SBD4, SBD5, SBD8 and SBD9) which form part of the tender document. Where the answer is NO on a principal question bidders are encouraged to indicate "not applicable" on a subsequent question.
- 11.1.18 Submission of the SBD 3.3 form is not mandatory, failure to complete will result in the Department relying on the Price Proposals/Cost Breakdown submitted on 11.1.2 above.
- 11.1.19 SBD 6.1 is not mandatory, but failure by the bidder to fully complete will result in zero BBBEE points.
- 11.1.20 Closing time for all bids is 11h00 a.m. on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted.
- 11.1.21 Bids submitted through e-mail or fax will not be considered.
- 11.1.22 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number and closing date.
- 11.1.23 Bidders should make use of the prescribed bid documents. Do not retype or copy.
- 11.1.24 Use of tippex is prohibited.
- 11.1.25 No amendments without initializing will be accepted.
- 11.1.26 The department will not enter into a contract with bidders who are not registered on the Centralized Supplier Database (CSD).
- 11.1.27 Deviation from Specifications/Terms of Reference is not permitted.

Financial Statements and Bank References Code Declaration

1. We / I agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director and the Auditor's report for scrutiny by the Supply Chain Director.
2. I / We furnish following information:
 - a) Bankers Name:
 - b) Bankers Address:
 - c) Telephone Number: Code..... : Number:.....
 - d) Account Number:
 - e) Bank Rating: (provide bank – rating code)

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KPND RM

Initials of HOD AB

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The following Bank codes apply

CODE	DESCRIPTION	RATING
A	Undoubtedly good for the amount	20
B	Good for the amount	15
C	Normally good for the amount	10
D	Reasonable high risk	0
E	Amount too high	0
F	Financial position unknown	0
G	Dishonoured documents occasionally	0
H	Dishonoured documents often	0

Mark the appropriate rating with an X
Signed (Bank Official)

Bank Stamp

NOTE:

- Technical team shall comprise of individual professional representative as per table below under 12.2.
- Submit original certified copies not older than six months.

11.2 PHASE 2: SUBCONTRACTING AS CONDITION OF TENDER

The Department applies subcontracting as contemplated in subregulation 9 of Preferential Procurement Regulations 2017, the appointed service provider must subcontract a minimum of 30% of the value of the contract to:

2.1.1 An EME or QSE.

NB: Bidders must submit proof of subcontracting arrangement / agreement between main bidder and subcontractor.

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D RM

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12.3 PHASE 3: TECHNICAL EVALUATION (FUNCTIONALITY)

100% (100 points) will be allocated for technical requirements in accordance with the following rating scale:

1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

With regard to functionality the following criteria will be applicable, and the maximum weight of each criterion is indicated hereunder:

Table 1 – Evaluation Criteria

Criteria A: Tenderer's experience		Points
Approach and Methodology: • Technical approach in management of Human Settlements programmes and understanding of the scope of work as indicated (4 points) • Project deliverables and reporting (2 points) • Project management process, work breakdown (2 points) • Project implementation Risks and Risk Management proposal (2 points) • Manning schedule with organogram for the proposed project team (together with allocation of responsibilities) (4 points) • Communication plan (2 points) • Stakeholder identification and management and reporting (2 points) • Skills Appraisal and Skills Development Plan (4 points)		15
Project completed and/or current (attach appointment letters with verifiable references and reference letters or completion certificates that indicate the start and completion dates for work done)	Number of projects completed and/or current of similar nature (appointment of Professional Resource Team or Project Management Unit) to provide construction project management services to Human Settlements Programmes and Projects) with verifiable references, appointment letters and reference letters: Rating scale 5 (Excellent), 5 projects and above completed = 15 points Rating scale 4 (very good), up to 4 projects completed = 12 points Rating scale 3 (good), up to 3 projects completed = 09 points Rating scale 2 (average), up to 2 projects completed = 06 points Rating scale 1 (poor), 1 project completed = 03 points	15

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D RM

Initials of HOD: RA

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Criteria B: Experience of key technical project team			
Criteria	Qualifications	Relevant Work Experience	points
Programme Manager x 1	Minimum 10 years' experience with Honours Degree in Project Management (Proof of registration with SACPCMP) CVs and certified copies of original qualification(s) must be submitted	<u>Experience in Programme Management</u> Rating scale 5 (18 years and above = 5 points) Rating scale 4 (16 but less than 18 year = 4 points) Rating scale 3 (14 but less than 16 years = 3 points) Rating scale 2 (12 but less than 14 years = 2 points) Rating scale 1 (10 less but than 12 years = 1 point)	5
Principal Engineer	Minimum 10 years' experience with BTech/BEng/BSc in Civil Engineering. ECSA Registration as a Professional Engineer CVs and certified copies of original qualification(s) must be submitted	<u>Experience as Principal Engineer</u> Rating scale 5 (18 years and above = 5 points) Rating scale 4 (16 but less than 18 year = 4 points) Rating scale 3 (14 but less than 16 years = 3 points) Rating scale 2 (12 but less than 14 years = 2 points) Rating scale 1 (10 less but than 12 years = 1 point)	5

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D. RM Initials of HOD: 

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Structural Engineer x 1	Minimum 5 years' experience with BSc/BTech/BEng in Civil Engineering (specialising in structural engineering) (Proof of registration with ECSA as Professional Engineer is required) CVs and certified copies of original qualification(s) must be submitted	<u>Experience as Structural Engineer</u> Rating scale 5 (9 years and above = 5 points) Rating scale 4 (8 but less than 9 year = 04 points) Rating scale 3 (7 but less than 8 years = 03 points) Rating scale 2 (6 but less than 7 years = 02 points) Rating scale 1 (5 but less than 6 years = 01 point)	5
Civil Engineer x 1	Minimum 5 years' experience with BSc/BTech/BEng in Civil Engineering (Proof of registration with ECSA as Professional Engineer/Technologist) CVs and certified copies of original qualification(s) must be submitted	<u>Experience as Civil Engineer</u> Rating scale 5 (9 years and above = 5 points) Rating scale 4 (8 but less than 9 year = 04 points) Rating scale 3 (7 but less than 8 years = 03 points) Rating scale 2 (6 but less than 7 years = 02 points) Rating scale 1 (5 but less than 6 years = 01 point)	5
Project Managers x 5	Minimum 5 years' experience with N.Dip/BTech/BSc in Civil Engineering, Building Science, Architecture and Quantity Surveying (Proof of registration with SACPCMP as a professional Project Manager) CVs and original certified copies of qualifications must be submitted	<u>Experience as Project Manager</u> Rating scale 5 (9 years and above = 5 points) Rating scale 4 (8 but less than 9 year = 04 points) Rating scale 3 (7 but less than 8 years = 03 points) Rating scale 2 (6 but less than 7 years = 02 points) Rating scale 1 (5 but less than 6 years = 01 point)	5

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members:

KP N.D RM

Initials of HOD

ME

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District Project Coordinators x 5	Minimum 1 years' experience with N.Dip/BTech/BSc in built environment CVs and original certified copies of qualifications must be submitted	<u>Experience as Project Manager or Co-Ordinator or Resident Engineers</u> Rating scale 5 (5 years and above = 5 points) Rating scale 4 (4 but less than 5 year = 04 points) Rating scale 3 (3 but less than 4 years = 03 points) Rating scale 2 (2 but less than 3 years = 02 points) Rating scale 1 (1 year = 01 point)	5
OHS Officer x 2	Minimum 3 years' experience with National Diploma (or higher) in Health and Safety or Safety Management CVs and original certified copies of qualifications must be submitted	<u>Experience as an OHS Officer</u> Rating scale 5 (7 years and above = 5 points) Rating scale 4 (6 but less than 7 year = 04 points) Rating scale 3 (5 but less than 6 years = 03 points) Rating scale 2 (4 but less than 5 years = 02 points) Rating scale 1 (3 year but less than 4 = 01 point)	5
Professional Town and Regional Planner x 2	Minimum 5 years' experience with N.Dip/BTech/BSc in Town Planning, Development Planning or equivalent (Proof of registration with SACPLAN as Professional Town and Regional Planner is required)	<u>Experience as a Town and Regional Planner</u> Rating scale 5 (9 years and above = 5 points) Rating scale 4 (8 but less than 9 year = 04 points) Rating scale 3 (7 but less than 8 years = 03 points) Rating scale 2 (6 but less than 7 years = 02 points) Rating scale 1 (5 but less than 6 years = 01 point)	5

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D. AM

Initials of HOD: NA

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	CVs and original certified copies of qualifications must be submitted		
Legal & Contracts Services Specialist x 1	Minimum 5 years' experience with BCom Law/B Juris/B Proc and/or LLB degree as an admitted Attorney and Conveyancer	<u>Experience in Conveyancing</u> Rating scale 5 (9 years and above = 5 points) Rating scale 4 (8 but less than 9 year = 04 points) Rating scale 3 (7 but less than 8 years = 03 points) Rating scale 2 (6 but less than 7 years = 02 points) Rating scale 1 (5 but less than 6 years = 01 point)	5
Financial Specialist x 1	Minimum 6 years' experience in financial analysis, planning and budgeting, ideally with some experience in public sector finance [Financial specialist must be registered with relevant professional body (s)]	<u>Experience in Financial Analysis, Planning & Budgeting</u> Rating scale 5 (10 years and above = 5 points) Rating scale 4 (9 but less than 10 year = 04 points) Rating scale 3 (8 but less than 9 years = 03 points) Rating scale 2 (7 but less than 8 years = 02 points) Rating scale 1 (6 but less than 7 years = 01 point)	5
Economist / Market Analyst	Minimum 5 years' experience with Honours Degree in Economics	<u>Experience in Economic Advisory Services</u> Rating scale 5 (9 years and above = 5 points) Rating scale 4 (8 but less than 9 year = 04 points) Rating scale 3 (7 but less than 8 years = 03 points) Rating scale 2 (6 but less than 7 years = 02 points) Rating scale 1 (5 but less than 6 years = 01 point)	5

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D RM

Initials of HOD: NR
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Criteria D: Implementation plan	
Implementation plan specifying: • Clear work breakdown structure(5 points), • Specific activities resource allocation (6 points) • Timelines (4 points)	15
GRAND TOTAL	100

IMPORTANT NOTE:

A bid which scores less than seventy percent (70%) in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.

12.4 PHASE 4: PRICE AND B-BBEE STATUS OF LEVEL OF CONTRIBUTOR

Submission of a B-BBEE certificate verified by an agency accredited by the South African National Accreditation system (SANAS) or Sworn affidavit certified by commissioner of oath.

The adjudication of this bid will be based on the 90/10 point scoring system.

12.4.1 Price

Price will be allocated 90 points.

12.4.2 B-BBEE Status of Level of Contributor

BBBEE Status Level will be allocated 10 points.

In terms of the Preferential Procurement Regulations of 2017, **the 90/10 preference points system is applicable for the acquisition of goods or service for rand value of above R50 million.**

The 10 points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below:

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: EPND RM

Initials of HOD: AB

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

The points scored by a tenderer in respect of the B-BBEE status level of contribution will be added to the points scored by the said tenderer for price.

13 SUBMISSION PROCEDURE

Proposal submitted through e-mail or fax will not be considered.

All bids must be submitted in the Bid Box @ 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane addressed to:

The Chief Director

Supply Chain Management

Department of Co-operative Governance, Human Settlements & Traditional Affairs

Private Bag X9485

Polokwane

0700

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP N.D RM

Initials of HOD: MA

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14 ADDITIONAL INFORMATION

Should additional information or clarification be required regarding the terms of reference before the closing date of bid, contact may be made through telephone or email with the following officials:

NAME	TELEPHONE	EMAIL ADDRESS
Technical Enquiries		
Mogotsi K	015 284 5471	MogotsiKP@coghsta.limpopo.gov.za
Maisela ND	015 284 1841	MaiselaND@coghsta.limpopo.gov.za
Lamola RM	015 284 5111	LamolaMR@coghsta.limpopo.gov.za
Administrative Enquiries		
Mokalapa MJ	015 294 2278	MokalapaMJ@coghsta.limpopo.gov.za
Masenya JT	015 294 2310	MasenyaJT@coghsta.limpopo.gov.za
Masemola SS	015 294 2024	MasemolaSS@coghsta.limpopo.gov.za

DBSC SIGNATURES

Secretariat : 
Chairperson : 
Deputy Chairperson : 
Member : 
HOD : 

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months

Initials of DBSC members: KP ND RM

Initials of HOD: NR

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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

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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

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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.

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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

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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;

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

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

14. Spare parts

14.1 As specified 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

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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

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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

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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

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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

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- (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.

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| 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. |

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- 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.

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