Nkomazi Local Municipality

9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990
www.nkomazi.gov.za

APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DEVELOP CONSERVATION AND WILDLIFE MANAGEMENT PLANS FOR MARLOTH PARK AND LIONSPRUIT WITHIN NKOMAZI LOCAL MUNICIPALITY

BID NO: NKO 58/2026

NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG X 101
MALELANE
1320

Municipal Manager
Mr ON Nkosi

TEL.: 013 – 790 0245
FAX.: 013 – 790 0886

VAT Registration No: 4300102938

PLEASE NOT THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE: 03/12/2026

BID NO:	**NKO/58/2026**	**INITIALS**	

Nkomazi Local Municipality

9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990
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ADVERT FOR TENDER: NKO 58/2026: APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DEVELOP CONSERVATION AND WILDLIFE MANAGEMENT PLANS FOR MARLOTH PARK AND LIONSPRUIT WITHIN NKOMAZI LOCAL MUNICIPALITY

Nkomazi Local Municipality hereby invites suitably qualified and experienced service providers to submit bids to develop conservation and wildlife management plans for Malorth Park and Lionspruit within Nkomazi Local Municipality

The tender document, containing the full specifications, terms and conditions, and applicable requirements, is available for1` free download from the Nkomazi Local Municipality website and/or the National Treasury e-Tender Publication Portal, accessible through the same link as this advertisement. Alternatively, a hard copy of the tender document may be obtained from the Nkomazi Local Municipality's Budget and Treasury Department, Old Malalane Taxi Rank, Impala Street, between 07h45 and 15h30, Monday to Friday, upon payment of a non-refundable fee of R1 851.38 at the Cashier's Desk.

A non-compulsory tenderer briefing session will be held on 11/11/2026 at 10H00 at the Municipal Town Hall Malelane (Kobwa Hall) at Fish Eagle. All bidders are advised not to commit fraudulent activities or forgery of documentation. Bidders engaging in fraudulent or irregular supply chain management practices, including faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years, in line with sections 28 and 29 of the Prevention and Combating of Corrupt Activities Act (PCCA) 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to the bidder in accordance with the Preferential Procurement Policy Framework Act (PFMA) no. 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulations (PPR) 2022, where either 80/90 points will be allocated in respect of price and 20/10 points in respect of targeted goals. Completed bid documentation must be deposited on/before 12h00 on 03/12/2026 in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tenders submitted in the wrong tender box will not be considered.

For Supply Chain enquiries, contact Mr. H Ngomane at 013 790 0245 and for technical enquiries, contact Mr. EH Mahori at (013) 790 0286 between 07H15 – 16H00 on working weekdays.

.....
Mr. ON NKOSI
MUNICIPAL MANAGER

30/10/2026
.....
Date

BID NO:	NKO/58/2026	INITIALS	

PART A

The following conditions must be complied with; failure to adhere to any of these conditions will lead to immediate disqualification:

a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
b. Completion of the bid document using pencil and an erasable pen is not allowed; only black ink must be used to complete the tender document.
c. Scratching, painting over, or using correcting fluid is not allowed.
d. Submit all documents required by this tender documentation.
e. Form of offer not filled in words and numbers.
f. The bid must be submitted before the closing date and time.
g. Initial all pages
h. Sign all applicable pages.
i. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of the original documents.
j. All declarations and authorisation forms must be duly signed.
k. Original certified copy of the company registration certificate (CK) and all pages certified.
l. Original certified copies of IDs of all Directors/members/board members.
m. Copy of the SARS Tax PIN or tax clearance certificate.
n. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) of the business. If the business address is not owned by the business, please submit the following documents:
    i. Certified Municipal Account statement from the property owner.
    ii. Copy of a valid lease agreement for the business.
    iii. An original affidavit from the property owner whose name appears on the municipal account statement to confirm the company operates from their property.

    If the business is situated in an area in which the respective municipality does not bill, attach an original or certified the proof of residence issued by the municipality stating that the area in question is not billed.

o. Original certified copies of current municipal accounts for all addresses of directors and/or board members of the company (not older than 3 months and not in arrears for more than three months). if the residential address is not owned by the directors and/or board members, please submit the following documents:
    i. Certified Municipal Account statement from the property owner.
    ii. Copy of a valid Lease Agreement of the director and/or board members.
    iii. An original affidavit from the property owner whose name appears on the municipal account statement to confirm the director and/or board members reside at the property.

    If the business is situated in an area in which the respective municipality does not bill, attach an original or certified the proof of residence issued by the municipality stating that the area in question is not billed.
p. Signed Letter of Authority on the company letterhead
q. CSD detailed report (printed after the tender advert and on or before tender closing date)
r. Joint Venture Agreement (In case of a Joint Venture) must be submitted
s. Joint Ventures must be registered on CSD as Joint Venture.
t. Complete the bill of quantity in full.
u. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
v. The tenderer will be deemed non-responsive and will not be considered further should any of the following apply:

(a) Failure to provide proof of registration of the Lead Specialist with SACNASP.

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(b) SACNASP registration has expired, been suspended, or is not in a discipline relevant to conservation, ecology, biodiversity, zoology, wildlife management, or environmental science.
(c) Failure to nominate a suitably qualified professional responsible for the preparation and sign-off of the Conservation and Wildlife Management Plans.

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PART B
checklist of returnable and required documents

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	An Original/certified Tax Clearance or SARS PIN?	No		Yes
2.	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
3.	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified	No		Yes
4.	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
5.	Authority of Signatory; Original if a copy must be certified (must be on the company letterhead)	No		Yes
6.	Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) of the business. If the business address is not owned by the business, please submit the following documents: 6.1. Certified Municipal Account statement from the property owner. 6.2. Copy of a valid lease agreement for the business. 6.3. An original affidavit from the property owner whose name appears on the municipal account statement to confirm the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach an original or certified proof of residence issued by the municipality stating that the area in question is not billed.	No		Yes
7.	Original certified copies of current municipal accounts for all addresses of directors and/or board members of the company (not older than 3 months and not in arrears for more than three months). If the residential address is not owned by the directors and/or board members, please submit the following documents: 7.1. Certified Municipal Account statement from the property owner. 7.2. Copy of a valid Lease Agreement of the director and/or board members. 7.3. An original affidavit from the property owner whose name appears on the municipal account statement to confirm the director and/or board members reside at the property. If the business is situated in an area in which the respective municipality does not bill, attach an original or certified proof of residence issued by the municipality stating that the area in question is not billed.	No		Yes

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8.	Schedule of Rates (T10) (should be completed in full)	Yes	Yes	
9.	Appointment letters, reference letters and or purchase orders, Refer to the Technical Evaluation Criteria	No		Yes
10.	Stamped Bank Rating letter not older than 3 months	No		Yes

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (*NKOMAZI LOCAL MUNICIPALITY*)					
BID NUMBER:	NKO: 58/2026	CLOSING DATE:	03/12/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DEVELOP CONSERVATION AND WILDLIFE MANAGEMENT PLANS FOR MARLOTH PARK AND LIONSPRUIT WITHIN NKOMAZI LOCAL MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(9 Park Street - Malalane Private Bag X101*

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						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**		
SIGNATURE OF BIDDER	……		**DATE**			
CAPACITY UNDERWHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Mr. EH Mahori
CONTACT PERSON	Hendry Ngomane	TELEPHONE NUMBER	(013) 790 0286
TELEPHONE NUMBER	(013) 790 0386	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	elfas.mahari@nkomazi.gov.za
E-MAIL ADDRESS	Hendry.ngomane@nkomazi.gov.za		

BID NO:	**NKO/58/2026**	**INITIALS**	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

1. BID INSTRUCTIONS

1.1 The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.

1.2 Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.

1.3 Tender document(s) may be completed by mechanical devices such as typewriters; alternatively, black ink must be used to fill in the document(s). No electronic signatures allowed.

1.4 Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.

1.5 Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.

1.6 Tenderers must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.

1.7 Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.

1.8 All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.

1.9 Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.

1.10 Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.

1.11 Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.

1.12 Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late and will not be admitted for consideration.

1.13 The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.

1.14 It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

1. INTRODUCTION AND BACKGROUND

Marloth Park is a distinctive residential township with wildlife characteristics in Mpumalanga, South Africa, situated adjacent to Kruger National Park. Its environmental, conservation, and residential dynamics require a comprehensive and adaptive management plan that supports sustainable development, conserves biodiversity, and protects residents' well-being. This document combines the Terms of Reference for consulting services with the proposal to revise and develop Conservation and Wildlife Management Plans for Marloth Park and Lionspruit. It sets out the purpose, scope, expected outcomes, implementation approach, timeline, qualifications, submission requirements, and costing framework for the proposed work.

The Nkomazi Local Municipality is the legal regulatory authority responsible for managing the land parcel in all its facets. Marloth Park contains privately owned properties with free-standing title deeds and is supported by several stakeholder bodies, including the Marloth Park Property Owners Association, the Marloth Park Ratepayers Association, the Marloth Park Honorary Rangers, and Marlothii Conservancy. These bodies provide representation and support but do not hold executive powers. Lionspruit is a fenced-off with wildlife that includes impala, kudu, zebra, giraffe, wildebeest, buffalo, leopard, vife lions, and two male rhinos. Three game-viewing hides overlook waterholes. Both the residential area and wildlife areas lack formally declared protected-area status, making a clear management framework essential.

2. PURPOSE AND OBJECTIVES

The primary purpose of this assignment is to appoint a suitably qualified consultant or consulting firm to prepare adaptive management plans for Marloth Park and Lionspruit. The plans must integrate conservation, wildlife management, municipal governance, land-use planning, ecological sustainability, infrastructure needs, stakeholder engagement, and long-term monitoring.

- Develop a comprehensive management plan for the residential area that balances environmental sustainability, conservation, and residential needs.
- Develop a wildlife management plan for the game reserve area, addressing ecological integrity, carrying capacity, viable wildlife populations, disease risk, firebreaks, fencing, roads, maintenance, and water provisioning.
- Ensure alignment with South African environmental legislation, municipal regulations, and the Nkomazi Local Municipal Land Use Management System.
- Propose practical solutions for infrastructure, waste management, water supply, ecological conservation, and human-wildlife conflict mitigation.
- If needed engage key stakeholders, including municipal authorities, conservation organisations, applicable National and Provincial Government Departments and NSPCA.

3. SCOPE OF WORK

The consultant must review all relevant documents, reports, policies, regulations, and environmental management material to understand the history, legal context, management challenges, and ecological condition of Marloth Park and Lionspruit. This review must include a gap analysis of current land-management arrangements and identify risks, constraints, and opportunities for improvement.

The scope must include assessment of biodiversity, habitat condition, wildlife populations, carrying capacity, invasive alien plants, fire-management needs, fencing, roads, water points, waste management, infrastructure, human-wildlife conflict, law enforcement, governance roles, and stakeholder coordination. The consultant must also identify practical measures to improve ecological resilience, operational efficiency, and long-term sustainability.

4. STAKEHOLDER ENGAGEMEN

If needed the consultant must facilitate workshops, meetings, and interviews where appropriate with relevant stakeholders, including Nkomazi Local Municipality, conservation groups, honorary rangers, applicable National and Provincial Government Departments. Stakeholder input must be documented and reflected in the final management plans.

5. MANAGEMENT FRAMEWORK

The management framework must provide structured guidance for municipal oversight, conservation management, wildlife management, land-use planning, infrastructure maintenance, environmental compliance, biodiversity protection, fire management, disease-risk management, public safety, and coordinated stakeholder participation. It must clearly define roles, responsibilities, decision-making processes, accountability measures, and reporting requirements.

The framework should include implementation priorities, monitoring indicators, audit requirements, and corrective-action procedures. A suitably qualified person, such as an Environmental Control Officer, should be appointed to conduct regular audits and address non-conformances.

6. DELIVERABLES AND EXPECTED OUTCOMES

- Comprehensive Adaptive Conservation Management Plans for Marloth Park and Lionspruit, prepared as separate but aligned documents. Each plan must incorporate stakeholder feedback, implementation priorities, monitoring indicators, and practical recommendations.
- Proposal on way the forward for implementation of these plans.
- A presentation of key findings and recommendations to the relevant municipal and stakeholder structures.

7. Methodology and Approach

The consultant must apply a practical, evidence-based, and participatory approach. The methodology should include document review, stakeholder engagement, field verification where required, ecological and operational assessment, gap analysis, risk assessment, and preparation of draft and final management plans. Recommendations must be realistic, implementable, and aligned with municipal responsibilities and available institutional capacity.

8. TIMEFRAME

The assignment should be completed within an agreed timeframe following appointment. The consultant must submit a detailed work plan with milestones for inception, information gathering, stakeholder engagement, draft reporting, review, finalisation, and presentation of findings. Any proposed changes to the approved schedule must be communicated promptly and justified in writing.

9. SERVICE PROVIDER QUALIFICATIONS AND EXPERIENCE

- Demonstrated experience in conservation planning, wildlife management, environmental management, land-use planning, or protected-area management.
- Knowledge of relevant South African environmental legislation, municipal governance, biodiversity conservation, and human-wildlife conflict management.
- Experience in stakeholder engagement, facilitation, report writing, and preparation of practical implementation plans.
- Capacity to assess ecological, governance, infrastructure, and operational management requirements in a residential wildlife setting.

10. COSTING FRAMEWORK

The consultant must provide a detailed cost proposal that clearly separates professional fees, travel and accommodation, stakeholder-engagement costs, fieldwork expenses, reporting costs, and any additional disbursements. The proposal should specify assumptions, exclusions, payment milestones, and the validity period of the quotation.

11. SUBMISSION REQUIREMENTS

- A technical proposal describing the proposed methodology, work plan, team composition, and understanding of the assignment.
- A financial proposal setting out all costs and payment milestones.
- Curricula vitae of key personnel and evidence of relevant experience.
- Examples of similar assignments completed, where available.
- Any assumptions, exclusions, dependencies, or information requirements that may affect delivery.

- A Project Leader who is registered as a Professional Natural Scientist with SACNASP in a field relevant to ecology, biodiversity conservation, wildlife management, zoology, environmental science, or natural resource management. Proof of registration must be submitted with the bid.

12. EVALUATION CRITERIA

- Understanding of the assignment and local management context.
- Relevant qualifications, expertise, and experience of the consultant or project team.
- Quality and practicality of the proposed methodology and work plan.
- Demonstrated ability to engage stakeholders and produce implementable recommendations.
- Cost effectiveness and overall value for money

13. INFERENCE

The development of integrated Conservation and Wildlife Management Plans for Marloth Park and Lionspruit is essential to guide responsible governance, ecological stewardship, sustainable land use, and effective wildlife management. The final plans must be practical, adaptive, and capable of supporting coordinated implementation by the municipality and relevant stakeholders.

14. THE NATURE OF THE CONTRACT

The contract shall be for a period of eighteen (18) months from the commencement date agreed upon by the Municipality and the appointed service provider. Nkomazi Local Municipality hereby invites suitably qualified and experienced service providers to undertake the development of comprehensive Conservation and Wildlife Management Plans for Marloth Park and Lionspruit within the jurisdiction of Nkomazi Local Municipality.

The appointed service provider shall be responsible for conducting the necessary assessments, research, stakeholder consultations and technical analyses required to develop site-specific plans that promote biodiversity conservation, sustainable wildlife management, habitat protection, ecological sustainability and compliance with applicable environmental and wildlife legislation. The contract shall be output-based, with the appointed service provider required to deliver the agreed reports, draft plans, final Conservation and Wildlife Management Plans and any other specified deliverables within the approved project timelines. The appointment shall be subject to the terms and conditions of the contract, the approved scope of work, the agreed project milestones and the Municipality's acceptance of the required deliverables. The Municipality intends to apply a three (3)-stage evaluation process in the adjudication of this tender, as follows:

Stage One (1): Administrative Compliance and Pre-Qualification

Evaluation of tenderers' compliance with the mandatory administrative requirements and pre-qualification criteria stipulated in the tender document.

Stage Two (2): Technical Evaluation

Evaluation of functionality, relevant experience, professional qualifications, technical expertise, proposed methodology, project implementation approach and capacity to undertake and complete the assignment in accordance with the specified requirements.

Stage Three (3): Price and Preference Points Evaluation

Evaluation of qualifying tenderers in accordance with the applicable preference point system and procurement legislation. The Municipality reserves the right to verify the information submitted by tenderers and to undertake any necessary due diligence in accordance with the tender conditions and applicable legislation.

The contract shall be awarded to the successful tenderer in accordance with the prescribed evaluation and adjudication procedures. Any negotiations, where permitted, shall be conducted in accordance with the tender conditions and applicable procurement legislation and shall not compromise the fairness, transparency or competitiveness and value for money of the procurement process.

CERTIFICATE OF AUTHORITY FOR SIGNATURE	T 3

3.1. SUPPLIERS / CONTRACTORS

3.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on
……..…….....

Mr. /Ms.…..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no…….…….
.
and any contract which may arise there from on behalf of (block capitals)
……..…...……..

SIGNED ON BEHALF OF THE COMPANY…....

IN HIS/HER CAPACITY AS: .....……..……..…….

DATE: ……..……...……..……

SIGNATURE OF SIGNATORY: .....…….....

WITNESS: 1: ……..…….....

2. ……..…….....

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DECLARATION OF INTEREST MBD 4	T 4

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1. Full Name of the bidder or his representative: ……

3.2. Identify Number: ……

3.3. Position occupied in the Company (director, trustee shareholder):

……

3.4. Company Reference Number: ……

3.5. Tax Reference Number: ……

3.6. VAT Registration Number: ……

3.7. The names of all directors'/trustees'/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? YES/NO

3.8.1 If yes, furnish particulars: …….....

……....

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

(i) Any municipal council
(ii) Any provincial legislature, or
(iii) The national Assembly or the national council of provinces
(b) A member of the board of directors of any municipal entity;
(c) An official of any municipality or municipal entity;
(d) An employee of 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);
(e) A member of the accounting authority of any national or provincial public entity; or
(f) An employee of parliament or a provincial legislature

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

3.9. Have you been in the service of the state for the past twelve months? YES/NO

If yes, furnish particulars: …….

……

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3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

3.10.1 If yes, furnish particulars: *YES / NO

……

……

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

3.11.1 If yes, furnish particulars: *YES / NO

……
……

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

……

……

3.13. Are any spouses, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

……

……

13.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.
13.14.1 If yes, furnish particulars.

YES/NO

……

……

4. Full details of directors. Trustees/ members/ shareholders.

Full Name	Position filled in the "State"	ID number	State employee number

…… …… ……
Signature Bid Number Date

…… ……..
Capacity Name of the Company

BID NO:	NKO/58/2026	INITIALS	

PREFERENCE CERTIFICATE (MBD 6.1)	T 5

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To**

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

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

(a) Price; and

(b) Specific Goals.

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

- Table 1: Specific goals for the tender and points claimed are indicated per the table below.
- Note to organs of state: where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
- Note to tenderers: the tenderer must indicate how they claim points for each preference point system.)

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 12.5 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% black person or people owned enterprise	**5**	A copy of a ***Full CSD report*** not older than 3 months
More than 30% woman or women shareholding or owned enterprise	**2,5**	
more than 30% youth shareholding or owned enterprise	**2,5**	
More than 30% people living with disability shareholding or owned enterprise	**2,5**	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 7.5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as ***EMEs located within** the Ehlanzeni District Municipality area of jurisdiction	**2,5**	➢ A copy of a Full CSD report not older than 3 months **NB:** Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	**5**	➢ Certified Valid BBBEE certificate ➢ or Certified Valid EME and SME a sworn affidavit ➢ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	**20**	

***All certified copies must not be older than three months**.

❖ **TECHNICAL EVALUATION CRITERIA**

- All bidders are required to respond to the evaluation criteria measurements. Only Bidders that have met the Pre-Qualification Criteria will be evaluated for pricing.
- Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 70 points in order to proceed to price evaluations. A bidder who scores less than 70 points on the technical evaluation will be disqualified.

TECHNICAL EVALUATION CRITERIA

1	Evaluation Criteria	Evidence Required	Points Allocation	Scoring Criteria	Points
1.	**1.1 Relevant Experience**: Assessment the bidder's proven experience in developing conservation management plans, wildlife management plans, biodiversity management plans or similar environmental management plans.	▪ Detailed experience of the bidder on related or similar projects. ▪ Appointment letters (with project value amount where applicable) ▪ Signed Project Reference letters (stating, among others, the duration of the contract) ▪ Completion certificate (where applicable) ▪ Each project should identify the client, project scope and completion status ▪ All the appointment letters and reference letters must be on the letterhead of the previous client.	**30**	5 or more relevant projects completed	**30**
				4 relevant projects completed	30
				3 relevant projects completed	25
				2 relevant projects completed	15
				1 relevant project completed	10
2.	**2.1 Project Leader / Conservation Specialist: The Project Leader/Lead Specialist must be registered as a Professional Natural Scientist (Pr.Sci.Nat.) with SACNASP**	▪ Certified copies of relevant qualifications/qualifications verifiable through the relevant institution. ▪ A detailed CV indicating qualifications, employment history and relevant project experience. ▪ Project references or completion letters demonstrating experience in conservation planning, wildlife management, biodiversity assessments, environmental management plans or GIS mapping, as applicable. ▪ A signed availability and commitment declaration confirming the person's participation in the project. ▪ Where applicable, proof of professional registration or membership with a relevant cognised professional body, if justified by the scope of work.	**25**	Honours degree (NQF Level 8) in Conservation Ecology, Environmental Science, Nature Conservation, Wildlife Management or a closely related field with **7 to 10 years of experience**	**25**
				Bachelor's degree (NQF Level 7) in Wildlife Management, Nature Conservation, Zoology or a closely related field **with 5 to 6 years of experience**	**20**
				Bachelor's degree (NQF Level 7) in Ecology, Biological Sciences, Biodiversity, Zoology or a closely related field **with 3 to 4 years of experience**	**15**
				Bachelor's degree or recognised relevant diploma in GIS, Geomatics, Environmental Science with GIS specialisation, or a closely related field	**10**

2	**Supporting Staff Members**				
	2.1 Ecologist / Biodiversity Specialist:	▪ Certified copies of relevant qualifications/qualifications verifiable through the relevant institution. ▪ A detailed CV indicating qualifications, employment history and relevant project experience.	**10**	BSc Honours or equivalent in Ecology, Conservation Biology, Biodiversity, Zoology or a related natural science field and Registration with the South African Council for Natural Scientific Professions (SACNASP), where applicable to the work perform	**4**
	2.2 Wildlife Management Specialist	▪ Certified copies of relevant qualifications/qualifications verifiable through the relevant institution. ▪ A detailed CV indicating qualifications, employment history and relevant project experience		BSc Honours or equivalent in Wildlife Management, Wildlife Ecology, Zoology or Nature Conservation: (SACNASP registration, where applicable; relevant membership of the South African Wildlife Management Association (SAWMA) may be considered)	**2**
	2.3 Environmental Management Specialist			BSc Honours or equivalent in Environmental Management, Environmental Science or Environmental Planning: (Environmental Assessment Practitioners Association of South Africa (EAPASA) registration, where applicable to the duties performed)	**2**
	2.4 GIS / Spatial Planning Specialist			BSc or equivalent qualification in Geographic Information Systems (GIS), Geoinformatics, Geography, Geomatics or Spatial Planning (Relevant GIS professional membership or registration, where applicable; demonstrated GIS competence may also be accepted)	**2**

3	**3.1 Technical methodology and approach**	▪ A detailed technical methodology explaining how the bidder will conduct the assignment and deliver the required plans. ▪ The methodology should address the distinct requirements of Marloth Park and Lionspruit and explain how the plans will be evidence-based, practical and suitable for implementation by the municipality and other relevant stakeholders ▪ A project implementation schedule, preferably in a Gantt chart or equivalent format, identifying activities, responsibilities, milestones and deliverable dates.	**15**	▪ Review of existing conservation information, policies and management practices	**3**
				▪ Proposed field assessments, biodiversity surveys and wildlife assessments	**3**
				▪ dentification of conservation threats, risks and management interventions	**3**
				▪ Development of practical conservation and wildlife management strategies	**3**
				▪ Monitoring, evaluation and implementation recommendations	**3**
4	**4.1 Project implementation plan and timeframes**	▪ Assessment in terms of whether the bidder has proposed a realistic and adequately resourced programme for completing the assignment within the prescribed contract period.	**10**	▪ Project phases, activities and milestones ▪ Deliverable dates and reporting arrangements ▪ Allocation of personnel, resources and quality-control measures	**10**
5	**5.1 Local Office / Accessibility and Capacity**	▪ Proof of physical business address; Company Organogram; Description of project support capacity.	**5**	Physical office within Mpumalanga Province with dedicated project support personnel.	**5**
				Physical office elsewhere within South Africa with dedicated project support personnel.	**3**
				No physical office or support capacity demonstrated.	**0**
6	**6.1 Financial Rating**	▪ Original or certified Bank Rating Letter issued within the last twelve (12) months.	**5**	Bank Rating C and above.	**5**
	TOTAL FUNCTIONALITY POINTS		**100**		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm……..

……..……..

5.2. Company registration number: ……

……..……..

5.3. **TYPE OF COMPANY/ FIRM**

□ Partnership/Joint Venture / Consortium

□ One-person business/sole propriety

□ Close corporation

□ Public Company

□ Personal Liability Company

□ (Pty) Limited

□ Non-Profit Company

□ State Owned Company

[TICK APPLICABLE BOX]

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

i. The information furnished is true and correct;

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

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

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

a. disqualify the person from the tendering process;

b. recover costs, losses or damages it has incurred or suffered because of that person's conduct;

c. cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation;

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: … ……

DATE: ……

ADDRESS: ……

……

……

BID NO:	NKO/58/2026	INITIALS	

STANDARD TERMS AND CONDITIONS OF BID	T 6

The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;

3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).

5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).

5.3. Tenders/bids must be submitted in English**.**

5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).

5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.

5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.

6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

8.1. Firm tender/bid prices and delivery periods are preferred.

8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.

8.3. "Non-firm" prices are deemed to be all prices which are not "firm."

8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.

8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

3.1. All bids validly submitted will be taken into consideration. Each tender/bid will
be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.

3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:

- General Information supplied by the bidder
- Compliance with bid requirements
- Pricing
- Technical Evaluation
- Preferential Procurement points

3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.

3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.

3.6. Any decision by Nkomazi Local Municipality shall be final, and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.

3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.

3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of a BBBEE status level certificate [T5].

3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,

3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,

3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots

1.1. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.

4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.

4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.

4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

5.4.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

4.81. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and

4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –

4.9.1.1. Confidential financial statements of the bidder; and

4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.

4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.

4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

- The following documents shall be deemed to form and be read and construed as part of this agreement:
  - Bidding documents, *viz*
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - General Conditions of Contract; and
  - Other(specify)

- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

WITNESSES

…….

…….

DATE:……..

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

BID NO:	NKO/58/2026	INITIALS	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

I……. in my capacity as……..……
accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE
……

WITNESSES

…….

…….

DATE:……..

OFFICIAL STAMP

BID NO:	NKO/58/2026	INITIALS	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors, have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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 *audi alteram partem* 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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM 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**

MBD 9

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 Municipality / Municipal Entity)

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

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 consortium[3] 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;

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(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.
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

AUTHORISATION CERTIFICATE	T 8

1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.

2. I/We agree that –
   the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;

3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;

4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;

6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:

   ……

7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.

8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.

9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature …… Tender/Bid no……..

Capacity ……..

Duly authorised to sign on behalf of

……...

LETTER OF TENDER (FORM OF OFFER)	T9

The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

CONTRACT NO: NKO:58/2026 APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DEVELOP CONSERVATION AND WILDLIFE MANAGEMENT PLANS FOR MARLOTH PARK AND LIONSPRUIT WITHIN NKOMAZI LOCAL MUNICIPALITY

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TENDER NO	DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
NKO: 58/2026	**02/112026**	**03/12/2026**	**90 days**

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DEVELOP CONSERVATION AND WILDLIFE MANAGEMENT PLANS FOR MARLOTH PARK AND LIONSPRUIT WITHIN NKOMAZI LOCAL MUNICIPALITY

conformity with the above-said documents and addenda, for the sum of -

……..

……

(R……..…… *) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.

3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 36 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.

1. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.

5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written

acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.

7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.

8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.

9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.

10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.

11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.

12. I/We choose *domicilium citandi et executandi* at -

…….

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER ……

NAME OF SIGNATORY (IN CAPITALS): …….....

SIGNED ON THIS THE ……..…DAY OF ……..…IN THE YEAR OF……...

ON BEHALF OF: …….....

ADDRESS.....

TELEPHONE NUMBER ……..…….

FAX NUMBER: …….....

WITNESS 1: …….....…….....

NAME IN CAPITALS: …….....

WITNESS 2: …….....…….....

NAME IN CAPITALS: …….....…….....

LETTER OF TENDER (PRICING SCHEDULE)	T10

1. Schedule of Rate and Deliverables

The below table talks direct to the pricing table for bidders contained in the following page labelled as (Pricing Table for Bidders) in terms of which the description, units and most importantly the quantity in some of the deliverables are combine for pricing

Item	Description of services / deliverables	Unit	Quantity
1	Project inception, review of existing documentation, confirmation of methodology and submission of an inception report	Lum Sum	1
2	Baseline ecological and conservation assessment for Marloth Park, including review of available biodiversity, habitat and wildlife information	Lum Sum	1
3	Baseline ecological and conservation assessment for Lionspruit, including review of available biodiversity, habitat and wildlife information	Lum Sum	1
4	Field surveys, site inspections, habitat assessments and wildlife data collection for Marloth Park	Lum Sum	1
5	Field surveys, site inspections, habitat assessments and wildlife data collection for Lionspruit	Lum Sum	1
6	Stakeholder consultations and identification of conservation priorities, human-wildlife conflict issues and management challenges for Marloth Park	Lum Sum	1
7	Stakeholder consultations and identification of conservation priorities, human-wildlife conflict issues and management challenges for Lionspruit	Lum Sum	1
8	Development of the Conservation Management Plan for Marloth Park, including objectives, conservation priorities, interventions and implementation measures	Lum Sum	1
9	Development of the Wildlife Management Plan for Marloth Park, including wildlife population management, monitoring, animal welfare and human-wildlife conflict mitigation measures	Lum Sum	1
10	Development of the Conservation Management Plan for Lionspruit	Lum Sum	1
11	Development of the Wildlife Management Plan for Lionspruit	Lum Sum	1
12	Preparation of implementation plans, including prioritised activities, indicative budgets, responsible parties, timelines and performance indicators for both areas	Lum Sum	1
13	Preparation of wildlife monitoring, evaluation and reporting framework for both areas	Lum Sum	1
14	Presentation of draft plans to the Municipality and relevant stakeholders, including incorporation of consolidated comments	Lum Sum	1
15	Submission of final Conservation and Wildlife Management Plans for Marloth Park and Lionspruit, including editable electronic copies and final presentations	Lum Sum	1
16	Knowledge transfer and handover to designated municipal officials, including a presentation on implementation and monitoring arrangements	Lum Sum	1

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2. Pricing table for bidders

Item	Description	Unit	Quantity	Rate (Excl Vat)		Rate (Excl Vat)
1	Project inception report	Sum	1	R		R
2	Baseline assessments	Sum	2	R	(Per Site)	R
3	Field surveys and site inspections	Sum	2	R	(Per Site	R
4	Stakeholder consultations	Sum	2	R	(Per Site	R
5	Four management plans	Sum	4	R	(Per Plan)	R
6	Implementation and monitoring frameworks	Sum	2	R	(Per Deliverable)	R
8	Draft-plan presentation and revisions	Sum	1	R		R
9	Final plans and electronic copies	Sum	1	R		R
10	Knowledge transfer and handover	Sum	1	R		R
Subtotal excluding VAT					**R**	
Vat 15%`					**R**	
Grand Total Including Vat					**R**	

3. Payment Milestones

Milestone	Deliverable	Payment Allocation
1	Approved inception report and methodology	10%
2	Completed baseline assessments and fieldwork for both areas	20%
3	Submission of draft conservation and wildlife management plans	30%
4	Final plans incorporating accepted municipal comment	30%
5	Knowledge transfer, presentation and final handover	10%
Total		**100%**

4. Tender pricing conditions

- All prices must be quoted in South African Rand.
- The bidder's price must include all professional fees, personnel costs, fieldwork, transport, accommodation, stakeholder consultations, report preparation, presentations, revisions and other costs necessary to complete the specified deliverables.

- VAT must be shown separately and included in the grand total at the applicable rate.
- Prices must be fixed for the contract period, unless the tender expressly provides for a lawful adjustment mechanism.
- No additional payment will be made for activities already included in the priced deliverables.
- Payment will be made only for deliverables satisfactorily completed and accepted in writing by the Municipality.
- The contract will provide for appropriate performance monitoring and retention or penalties for poor performance, as applicable under the Municipal Cost Containment Regulation

BID NO:	**NKO/58/2026**	**INITIALS**	

THE NATIONAL TREASURY

Republic of South Africa



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GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

BID NO:	**NKO/58/2026**	**INNITIALS**	

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

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

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

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

3. **General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and

submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

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

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

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

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

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

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

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss

resulting from the supplier's failure to complete his obligations under the contract.

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

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

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

8. **Inspections, tests and analyses**

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

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

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

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

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with

these inspections, tests or analyses shall be defrayed by the supplier.

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

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

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

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

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

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

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

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

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

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

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

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

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

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

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

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

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

16. **Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** 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 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

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

23. **Termination** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may

terminate this contract in whole or in part:

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and (iv) the reasons for the restriction.

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

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

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

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable

alternative means for performance not prevented by the force majeure event.

26. **Termination** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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** 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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**

28.1 Except in cases of criminal negligence or willful misconduct, and in

liability

the case of infringement pursuant to Clause 6;

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

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

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

shall also be written in English.

30. **Applicable** 30.1 The contract shall be interpreted in accordance with South African **law** 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** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** duties, license fees, and other such levies imposed outside the

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

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

33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

purchaser's country.

Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

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.

BID NO:	NKO 58/2026	INITIALS	

SPECIAL CONDITIONS OF CONTRACT (SCC) **ANNEXURE A**

1. Application and precedence

1.1 These SCCs supplement the National Treasury General Conditions of Contract (GCC), July 2010, and apply specifically to the IWMP review appointment.

1.2 In accordance with clause 2.3 of the GCC, where these SCC conflict with the GCC, these SCC shall prevail, subject to applicable legislation.

1.3 The signed contract, accepted bid, Terms of Reference (TOR), pricing schedule, GCC and these SCC shall be read together. The SCC govern the specific contractual matters addressed herein; technical services and outputs are governed by the TOR.

2. Contract period and progress milestones

2.1 The contractual completion period shall be as stated in the accepted bid and the formal appointment. The service provider shall submit an implementation programme for the Municipality's written approval.

2.2 Milestones and progress reports are solely for monitoring performance and timely completion. Achievement of a milestone does not constitute acceptance of the entire assignment or create an entitlement to interim payment.

2.3 Extensions of time require a written, substantiated request and prior written approval from the municipality. No extension shall automatically entitle the service provider to additional payment.

3. Single final payment

3.1 The contract price shall be paid in a single payment only after the entire assignment has been satisfactorily completed, the complete handover required under clause 5 has been received, and written acceptance by the Municipality has been given.

3.2 No advance, progress or milestone-based payments shall be made. Submission of a draft or a progress report is not a payment event.

3.3 Following written acceptance, the service provider may submit a valid invoice, which shall be processed in accordance with section 65(2)(e) of the Municipal Finance Management Act and applicable law.

3.4 The accepted price covers all obligations under the TOR and these SCC. Rectification of non-compliant work attributable to the service provider shall be at no additional cost.

4. Acceptance and rectification

4.1 The Municipality may assess submitted work against the TOR, applicable statutory requirements and the accepted bid, and shall provide either written acceptance or written reasons for rejection.

4.2 Defective, incomplete or inconsistent work shall be corrected and resubmitted within the period reasonably specified by the Municipality, at no additional cost if attributable to the service provider.

4.3 Final acceptance for payment is a contractual determination of the Municipality. External statutory endorsement or approval shall not be deemed obtained by acceptance and shall be an express prerequisite for payment only where the TOR clearly includes its completion within the agreed contract period.

5. Intellectual property, digital records and handover

5.1 All original project-specific material created under this contract, including the revised IWMP, maps, GIS layers, spatial and non-spatial databases, research outputs, models, analyses, tables, graphics, working papers, and supporting documentation, shall be delivered to and retained by Nkomazi Local Municipality.

5.2 The service provider hereby assigns to the Municipality, to the extent legally assignable, all copyright and other transferable intellectual-property rights in project-specific works created under the contract, including future copyright as the works come into existence. The service provider shall ensure that its personnel and subcontractors execute any further written assignments required to give effect to this clause.

5.3 The complete handover shall include editable source files and underlying datasets, not merely printed reports or PDFs. Spatial data shall be supplied in interoperable formats, including ESRI shapefiles (with all associated component files) or GeoPackage, together with native GIS project files where used, attribute tables, coordinate reference system details, and geospatial metadata.

5.4 Metadata shall, where relevant, identify data provenance, collection and update dates, scale or resolution, coordinate systems, processing methods, assumptions, quality limitations, field definitions and version history. Associated spreadsheets, formulas, source tables, map layouts and data dictionaries shall also be provided.

5.5 The Municipality may reproduce, modify, maintain, and share the project-specific outputs for lawful municipal purposes, and may appoint third parties to update or use them without additional licence fees or approval from the service provider.

5.6 Pre-existing or third-party intellectual property shall be identified in writing before incorporation. The service provider shall secure for the Municipality a perpetual, irrevocable, royalty-free licence sufficient for the uses in clause 5.5 and for future IWMP updates, or obtain prior written approval for any limitation. No third-party licence restriction may prevent the Municipality from using the completed IWMP for its statutory functions.

5.7 The service provider shall not withhold source data, metadata or editable files as security for payment. Completion of this handover is a condition of final acceptance.

6. Confidentiality and municipal information

6.1 Information furnished by the Municipality may be used only for the execution of the contract and shall not be disclosed except with the Municipality's written authorisation or as required by law.

6.2 The service provider shall protect municipal and personal information in accordance with applicable legislation and, on written instruction, return or securely dispose of copies, subject to lawful retention obligations.

7. Key personnel, subcontracting and variations

7.1 Key personnel offered in the accepted bid shall not be replaced without prior written approval; substitutes shall have equivalent or higher relevant competence.

7.2 Subcontracting shall not relieve the appointed service provider of contractual accountability and shall be subject to the GCC and to applicable approval requirements.

7.3 No additional work, price adjustment or scope variation shall be implemented without prior written approval and in accordance with the Municipality’s applicable statutory and SCM processes.

8. Default and remedies

8.1 Failure to perform, to meet the approved programme, or to remedy deficiencies may result in contractual remedies under the GCC, including those relating to delays, penalties and termination, subject to applicable notice and procedural requirements.

8.2 Upon expiry or lawful termination, the service provider shall deliver all completed and partially completed project records and digital material produced up to that date, subject to the parties' contractual rights and payment obligations.

8.3 Matters not expressly modified by these SCC remain subject to the GCC and to applicable South African law.

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 RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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