



DEPARTMENT: COMMUNITY SERVICES

**PROJECT DESCRIPTION:
APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND
AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.**

BID NO: CS001/2026

BID SUBMITTED BY:

NAME OF BIDDING ENTITY :

ADDRESS :

CONTACT NUMBER :

CONTACT PERSON :

BID AMOUNT :

ISSUED BY:

Dihlabeng Local Municipality
9 Muller Street East
BETHLEHEM
9700
Tel : (058) 303 5732
Fax : (058) 303 4703

CLOSING DATE : 28 APRIL 2026

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING GAME**

BIDDER:
Initial: Authorized Signatory 1)
2)

DLM:
Initial: DLM

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BIDDER'S QUESTIONNAIRE

NO.	QUESTION	BIDDER'S RESPONS
1	Have you initialled all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules (as and when required)	* YES / NO
4	Have you submitted Tax Clearance reference number and tax compliance status pin?	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (as and when required)	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an original and valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: <ul style="list-style-type: none"> - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? (as and when required)	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's Past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

***Delete whichever is not applicable**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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**DIHLABENG LOCAL MUNICIPALITY
CONTRACT NUMBER: CS001/2026**

BID DOCUMENT

**APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND
BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:.....

FAX NUMBER:.....

E-mail ADDRESS:.....

*BID PRICE:.....

*(Amount brought forward from the Form of Offer and Acceptance) Signed by authorised representative of Bidding Entity:

SIGNATURE:

DATE:

Note: should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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**DIHLABENG LOCAL MUNICIPALITY
BID NO. CS001/2026**

APPOINTMENT OF SERVICE PROVIDER: FOR CULLING SERVICE IN WOLHUTERSKOP NATURE RESERVE, BETHLEHEM (CS001/2026)

Dihlabeng Municipality hereby invite bids for Appointment of a Service Provider who will assist the Dihlabeng Local Municipality to reduce game carrying capacity of animals in Wolhutterskop Nature Reserve, Bethlehem.

Bid Name	Bid no.	CIDB Grading	Compulsory briefing session	Evaluation and Adjudication Criteria and Preference Points	Closing date	Enquiries
Appointment of a service provider: For culling of Eland and Blesbuck in Wolhutterskop Nature Reserve	CS001/2026	None	None	Bids will be evaluated on: • Stage 1: Pre-evaluation • Stage 2: Functionality • Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points) • Stage 4: Risk Analysis	28 April 2026 at 12:00pm	Mr Sesele Vincent Email: vincent@dihlabeng.co.za Tel: 058 023 0671

Bid documents will be available from 12:00 on 7 April 2026, upon payment of a non-refundable document fee of R1000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700. Please note that tender document can also be accessed/download for free on E-Tender Portal. Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in tender box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than 12:00 on or before the date stipulated above.

Requirements:

- Certificate of authority for signatory; (where applicable).
- Certified Copy of ID Document/Passport for Directors.
- Proof of payment (municipal account/statement) of municipal services, which is not more than ninety (90) days in arrears. If the services are paid by the lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating a municipal account payer and the validity period of the contract) must be attached.
- Proof of CSD Registration Report which is valid/compliant from the date of the availability of tender document.
- The document must be completely filled in Blank ink & corrections are countersigned.
- A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
- Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule. Sealed Bids should clearly indicate: **APPOINTMENT OF SERVICE PROVIDER: FOR CULLING SERVICE IN WOLHUTERSKOP NATURE RESERVE, BETHLEHEM (CS001/2026)**

M NTHELI
MUNICIPAL MANAGER

CONTRACT NO: CS 00../2026
WOLHUTERSKOP NATURE RESERVE: CULLING GAME

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APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

TENDER DATA

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WOLHUTERSKOP NATURE RESERVE: CULLING GAME**

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APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

B1.2 Tender Data

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender makes several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data provided below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional Conditions of Tender are:

Clause number	Tender Data
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1.	The Employer is the Dikhalabeng Local Municipality.
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B1.2	The Tender document (Volume 1) issued by the Employer comprises:
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B1.1	Tender Notice and Invitation to Tender
------	--

B1.2	Tender Data
------	-------------

B2.1	List of returnable documents
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B2.2	Returnable schedules
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Part C : Agreements and contract data

C1.1	Form of offer and acceptance
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C1.2	Form of Guarantee
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Part D : Pricing data

D1.1	Pricing instructions
------	----------------------

D1.2	Activity schedules / Bill of Quantities
------	---

Part E : Scope of work

E1.1	Scope of work
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Part F : Site information

F.1	Site information
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Stage 1 – Pre-Evaluation

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following results in immediate disqualification:

1. Certificate of Authority for Signatory.
2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached. Furthermore the municipality reserves the right to verify the validity of lease agreements.
4. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
5. The bidder must provide a Valid Letter of Good Standing (COIDA).
6. The document must be completely filled in **Black Ink** & corrections are countersigned.
7. Bill of Quantities **must** be completely filled with **black ink** not pencil.
8. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
9. The bidder must complete and sign all the prescribed and **compulsory** bid forms
10. Copy/Copies of Identity document(s) (ID) of all the Directors.
11. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

Stage 2 – Functionality

The functionality points will only be used to pre-qualify the bids before scoring for preferences and price points. **Please note that bids that score less than 60% of the maximum points allocated for functionality will automatically be disqualified.** The minimum obtainable are 60 points and maximum is 100%, however, a Bid will be disqualified should it fail to meet the minimum threshold for functionality per category/criteria and in total as prescribed in the following table.

Evaluation criteria	Points	Scoring
Experience in culling	40	Companies' experience 6 culling jobs and more = 40 points 5 culling jobs = 30 points 4 culling jobs = 20 points 3 and Less culling jobs = 0 points
Submission of previous work done. Appointment letters and completion certificates / Reference letter of similar work done on company letterhead not older than 5 years.	40	Proof of appointment letters and completion letters 6 appointment letters and completion certificates = 40 points 5 appointment letters and completion certificates = 30 points 3 appointment letters and completion certificates = 20 points Less than 3 appointment letters and completion certificates = 0 points

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The service provider must provide company profile and must be an existing game meat distributor/trader/ supplier	5	Company profile Company profile attached and is an existing game meat distributor/trader/ supplier = 5 points No Company profile attached = 0 points
The service provider must provide proof of membership for Game SA or relevant association	5	Membership for Game SA or relevant association Member = 5 points Not a member = 0 points
The service provider to provide valid service level agreement/ownership certificate or lease agreement with abattoir to ensure safe disposal of the meat according to relevant legislation. The agreement or address should indicate the physical address of the abattoir.	5	Service level agreement/ownership certificate or lease agreement with abattoir Service level agreement/ownership certificate or lease agreement with abattoir attached = 5 points No service level agreement/ownership certificate or lease agreement with abattoir attached = 0 points
The service provider shall provide proof of a registered/qualified game meat examiner, with certificates and qualifications to be attached to the bid document.	5	Registered/qualified game meat examiner Proof of a registered/qualified game meat examiner, with certificates and qualifications attached = 5 points No proof of a registered/qualified game meat examiner, with certificates and qualifications attached = 0 points
TOTAL	100	

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022.

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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POINTS AWARDED FOR SPECIFIC GOALS

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:

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—

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 any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state).	Number of points allocated (80/20 system) (To be completed by the organ of state).	Number of points claimed (90/10 system) (To be completed by the tenderer).	Number of points claimed (80/20 system) (To be completed by the tenderer).
Within the boundaries of the Free State.		4		
Within the boundaries of Dihlabeng Local Municipality.		6		
Historically Disadvantaged Individuals		10		
Total		20		

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Stage 4 – Risk Analysis

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
 - (a) Abused the institution’s supply chain management system;
 - (b) Committed fraud or any other improper conduct in relation to such system;
 - (c) Failed to perform on any previous contract.

2. 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 is available 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.

3. 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.

- (a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
- (b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

F3.13.1 Tender offers will only be accepted if:

- 5.1 the tenderer has in his or her possession a certified copy of a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;

- 5.2 the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

- 5.3 the tenderer has not:
 - 5.4.1.1 abused the Employer’s Supply Chain management system; or
 - 5.4.1.2 failed to perform on any previous contract and has been given a written notice to this effect; and
 - 5.4.1.3 the tenderer has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

- (d) the tenderer does not have arrears on municipal rates and levies exceeding 3 months.

- (e) the tenderer has completed all forms.

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ANNEXURE F: STANDARD CONDITIONS OF TENDER

(As published in Annex F of the CIDB Standards for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015)

F.1 General

F.1.1 Actions

F.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if –

- (a) due to changed circumstances, there is no longer a need for the service, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender document charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

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F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

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F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the bid data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

F.3 The Employer's undertakings**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- d) Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

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- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Transparency in the procurement process

- F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the i.Tender system.
- F3.19.2 The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

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- F3.19.4 The client must publish the information on a quarterly basis which contains the following information:
- (a) Procurement planning process
 - (b) Procurement method and evaluation process
 - (c) Contract type
 - (d) Contract status
 - (e) Number of firms tendering
 - (f) Cost estimate
 - (g) Contract title
 - (h) Contract firm (s)
 - (i) Contract price
 - (j) Contract scope of work
 - (k) Contract start date and duration
 - (l) Contract evaluation report
- F3.19.5 The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of transparency requirements in the procurement process.
- F3.19.6 Consultative Forum must be an independent structure from the bid committees.
- F3.19.7 The information must be published on the Employer's website

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SCHEDULE A: INVITATION TO BID

MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY					
BID NUMBER:	CS001/2026	CLOSING DATE:	28/04/2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.				
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 (STREET ADDRESS

9 Muller Street East					
Bethlehem					
9700					
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES INCLUDE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	

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SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Vincent Sesele
CONTACT PERSON	Supply Chain	TELEPHONE NUMBER	058 023 0671
TELEPHONE NUMBER	058 023 0671	FACSIMILE NUMBER	058 303 4703
FACSIMILE NUMBER	058 303 4703	E-MAIL ADDRESS	vincents@dihlabeng.co.za
E-MAIL ADDRESS			

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 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

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3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	YES
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? NO	YES

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:

DATE:

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SCHEDULE B: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD 2

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

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

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

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

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

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

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

Signature Date

Name Position

Tenderer

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BIDDER:
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DLM:
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SCHEDULE C: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[□].
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- a. Full Name of bidder or his or her representative:.....
- b. Identity Number:
- c. Position occupied in the Company (director, trustee, shareholder²):.....
- d. Company Registration Number:
- e. Tax Reference Number:.....
- f. VAT Registration Number:
- g. The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- h. Are you presently in the service of the state? **YES / NO**
 - i. If yes, furnish particulars.
.....
 - ii. Have you been in the service of the state for the past twelve months? **YES / NO**
 - iii. If yes, furnish particulars.....
.....
- i. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - i. If yes, furnish particulars.....
.....

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

- 9 a member of –
- 9.4 any municipal council;
- 9.5 any provincial legislature; or
- 9.6 the national Assembly or the national Council of provinces;

- 10 a member of the board of directors of any municipal entity;
- 11 an official of any municipality or municipal entity;
- 12 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); 13 a member of the accounting authority of any national or provincial public entity; or 14 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.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 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. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

Signature Date

Name Position

Tenderer

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WOLHUTERSKOP NATURE RESERVE: CULLING GAME**

BIDDER:
Initial: Authorized Signatory 1)

DLM:
Initial: DLM

2)

MBD 6.1**SCHEDULE D: 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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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BIDDER:

Initial: Authorized Signatory 1)

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Initial: DLM

MDB 8

SCHEDULE E: 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). M

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied). <i>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.</i>	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:		

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BIDDER:

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2)

DLM:

Initial: DLM

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 / municipality entity, or to any other municipality / municipal entity, that is in arrears for more than three month?	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
4.5.1	If so, furnish particulars		

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

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

Name Position.....

Tenderer

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING GAME**

BIDDER:
Initial: Authorized Signatory 1)

DLM:
Initial: DLM

2)

MBD 9

SCHEDULE F: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

CONTRACT NO: CS 001/2026

WOLHUTERSKOP NATURE RESERVE: CULLING GAME

BIDDER:

Initial: Authorized Signatory 1)

2)

DLM:

Initial: DLM

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or (f) Bidding with the intention not to win the bid.

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM:
Initial: DLM

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.

³Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Signature Date

Name Position.....

Tenderer

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING GAME**

BIDDER:
Initial: Authorized Signatory 1)
2)

DLM:
Initial: DLM

SCHEDULE G: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

Signature Date

Name Position.....

Tenderer

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WOLHUTERSKOP NATURE RESERVE: CULLING GAME

BIDDER:

Initial: Authorized Signatory 1)

2)

DLM:

Initial: DLM

SCHEDULE H: DECLARATION OF FINANCIAL CAPACITY

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and within the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:
 1. A letter from the bank with bank stamp confirming that the tenderer has an active bank account.
 2. Proof of bank account and letter of good standing with a credit rating.

If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

CERTIFICATION

I, THE UNDERSIGNED (NAME):

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.

Signature Date

Name Position.....

Tenderer

**CONTRACT NO: CS 001/2026
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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

SCHEDULE I: DECLARATION OF SOLVENCY/ LIQUIDITY

The bid of any bidder may be rejected if that bidder, or any of its directors are:

- a. Under liquidation
- b. Sequestration
- c. Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

No	Name of Director	Identity Number	Signature

DECLARATION OF SOLVENCY/ LIQUIDITY

- All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
- All tenderers are therefore required to complete it.
- Failure to complete the form or attempt to falsify or hide this information may render the tender nonresponsive.

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

**APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF
ELAND, BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.**

PART C

FORM OF OFFER AND ACCEPTANCE

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING OF GAME**

BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

C1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CS001/2026: APPOINTMENT OF A SERVICE PROVIDER FOR CULLING SERVICES AT WOLHUTERSKOP NATURE RESERVE.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R (In figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature (s) _____

Name (s) _____

Capacity _____

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

Name and address of organization

Signature and Name of Witness

Date: _____

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this agreement)
- Part D1: Pricing Data
- Part E1: Scope of Work.
- Part F4: Site Information

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Signature (s) _____

Name (s) _____

Capacity _____

Name and address of organization

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

DIHLABENG LOCAL MUNICIPALITY

Signature and Name of Witness _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid,
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,
- 4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject

Details

.....

.....

.....

2. Subject

Details

.....

.....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:

For the Employer:

.....	Signature
.....	Name
.....	Capacity

Name and address of organisation:

Name and address of organisation:

.....	
.....	
.....	
.....	Witness Signature
.....	Witness Name
.....	Date

CONFIRMATION OF RECEIPT

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

the(day) of(month) 20(year)

at(place)

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

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BIDDER:

Initial: Authorized Signatory 1)

2)

DLM

Initial: DLM

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between
 (hereinafter called the Employer) of the one part, herein represented by:

 in his capacity as: ;
 AND:
 (hereinafter called the Contractor) of the other part, herein represented by
 in
 his capacity as:
 duly
 authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT NO CS001/2026: APPOINTMENT OF A SERVICE PROVIDERS FOR CULLING SERVICES AT WOLHUTERSKOP NATURE RESERVE. For balancing carrying capacity of biological assets at the game reserve;

AND WHEREAS the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the Act);

NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1

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BIDDER:
 Initial: Authorized Signatory 1)
 2)

DLM
 Initial: DLM

and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.

5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **SERVICE PROVIDER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **DIHLABENG LOCAL**

MUNICIPALITY on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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BIDDER:
Initial: Authorized Signatory 1)
2)

DLM
Initial: DLM

APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

C1.2 FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contracts as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate of R

Amount in words:

“Expiry Date” means “date of Practical Completion”

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first.

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Initial: Authorized Signatory 1)
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The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

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BIDDER:

Initial: Authorized Signatory 1)

2)

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9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING OF GAME**

BIDDER:
Initial: Authorized Signatory 1)
2)

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**APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF
ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.**

PRICING INSTRUCTIONS

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING OF GAME**

BIDDER:
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APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE. PART D

D1.1 Pricing Instructions

The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the supply and delivery of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The works as finally completed in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The Tenderer shall enter a rate or lump sum for each item in BLACK INK

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.

A rate/amount is to be entered against all items in the schedule/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

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APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

Bill of Quantities

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING OF GAME**

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D 1.2 BILL OF QUANTITIES (BOQ)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATE OF EXCHANGE VARIATION) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICE, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder		Bid Number: CS001/2026	
Closing Time: <u>12:00 am</u>		Closing Date: 28 April 2026	
APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK. 1240 ANIMALS AT WOLHUTERSKOP NATURE RESERVE, BETHLEHEM, FREE STATE.			
DESCRIPTION OF SERVICES NEEDED	QUANTITY	UNIT PRICE/PER KG	TOTAL
Culling of:			
i. Blesbuck	1200	R/kg	R
ii. Eland	40	R/kg	R
Within Wolhuterskop Nature Reserve, Bethlehem within a maximum of 5 days during July/Aug 2026.			
NOTE:			
<ol style="list-style-type: none"> 1. Skinner/butchers must be supplied by the Culling Company. 2. The weighing of each carcass will be done under the supervision of representatives from Dihlabeng Local Municipality and the buyer. The buyer will provide a calibrated scale and supply a certified copy of the valid calibration certificate. A copy of the document where all the individual weights of the carcass records must be handed to the representatives before the departure of the culling team. 3. Payment of all loaded and weighed carcasses must be made, before departure from Wolhuterskop Nature Reserve. 4. Carcasses will be weighed as follows: head and feet off, internal organs removed and with the skin on. 			

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<p>5. Wounded animals will be paid for by the buyer using an average weight of 55kg – 80kg per Blesbuck, and 400kg – 940kg for a Eland found wounded or left behind after the culling action. Wounded animals will be identified and the buyer will be made aware within 7 days after culling.</p> <p>6. Culling must be conducted according to the required health and safety standards.</p> <p>7. Culling team members must be in possession of valid hunting licences for hunting in the Free State Province as well as written permission from the Municipality to proceed with the culling operation.</p> <p>8. Culling team/company must supply proof of previous actions/experience in culling and also list relevant references from most recent customers.</p> <p>9. Culling of Blesbuck must be bachelor rams and thereafter culling must be unselective and must include an acceptable ratio of young and adult animals.</p> <p>10. The price must include all material, labour and travelling (no hidden cost for the municipality).</p> <p>11. The tender are to be submitted in the following format: R.../kg – irrespective of the condition of the meat.</p> <p>12. Should the culling team shoot an animal not listed by mistake /more than the stipulated quantity, the municipality will charge the culling team double the amount of that specific animal on the market related value per kg</p>			
			R
			15% Vat R
			R

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-Does the offer comply with the specification(s)? *YES/NO

-If not to specification, indicate deviation(s)

.....

SIGNED ON BEHALF OF TENDERER:

.....

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**APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF
ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.**

PART E

SCOPE OF WORK

**CONTRACT NO: CS 001/2026
WOLHUTERSKOP NATURE RESERVE: CULLING OF GAME**

BIDDER:
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APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

E 1.1 SCOPE OF WORK

Contents

Background

Purpose of the work

Description of the Work

Deliverables

Conditions for culling services

Background

Wolhuterskop Nature Reserve is a municipal conservation area under the management of Dihlabeng Local Municipality. The reserve covers approximately 1,400 hectares and hosts a range of wildlife species. Recent ecological assessments have indicated that certain species have exceeded the carrying capacity of the reserve, resulting in overgrazing, habitat degradation, and competition for limited resources.

To restore ecological balance and promote sustainable habitat management, the municipality intends to implement a controlled and humane culling programme of selected animal species.

Purpose of the work

The purpose of this project is to conduct an environmentally sound and ethical culling of identified animal species in line with approved wildlife management principles, ensuring the long-term ecological stability of Wolhuterskop Nature Reserve.

Description of the Work

The appointed service provider shall be responsible for the following tasks:

Conduct a pre-culling assessment with municipal officials and conservation authorities to confirm the target species, age categories, and population numbers to be culled.

Undertake the culling operation using professional, humane, and ethical hunting practices that comply with the National Environmental Management: Biodiversity Act (Act 10 of 2004) and applicable provincial conservation regulations.

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Ensure all activities are conducted under strict safety conditions, preventing any harm to non-target species, reserve staff, or the public.

Manage the handling, processing, and removal of carcasses in accordance with veterinary, environmental, and health standards.

Maintain detailed records and data on all animals culled, including species, sex, age class, and condition.

Submit a comprehensive post-culling report to the municipality summarising the work conducted, total numbers removed, and recommendations for future wildlife management actions.

DELIVERABLES

Dihlabeng Local Municipality is offering the following species for culling from Wolhouterskop Nature Reserve.

Species	Minimum Number on offer for Culling	Maximum Number on offer Culling
1. Blesbuck (<i>Damaliscus pygargus phillipsi</i>)	1100	1200
2. Eland (<i>Taurotragus oryx</i>)	30	40
Wolhuterskop Nature Reserve		
Vincent Sesele Tel: 058 023 0671 Cell: 083 750 4104 Email: vincents@dihlabeng.co.za	Vincent Mabitla Tel: 058 023 0671 Cell: 069 181 2968 Email: mahlovincent1@gmail.com	

Conditions for Culling Services:

- ❖ No specific animals may be selected - the cull MUST be non-selective (randomly and aim to achieve a naturally occurring sex ratio removal of listed species).
- ❖ Specific animals may be pointed out by the Director Community Services, or any other staff member may not be culled.
- ❖ The successful service provider(s) SHALL be accountable for any and all animals wounded or injured during the cull.
- ❖ The successful service provider SHALLL be responsible for the animals as soon as the capture process begins, and mortalities during the ensuing chase are thus to be paid for as for culled animals.

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- ❖ Dihlabeng Local Municipality reserves the right to euthanize any wounded animal. Should Dihlabeng Local Municipality determine that an injured animal is suffering, it retains the right to euthanize such an animal on the tenderer's account. The carcass remains the property of the service provider and the price for the animal remains unchanged.
- ❖ Should any irregularities be witnessed by Dihlabeng Local Municipality during the cull, Dihlabeng Local Municipality retains the right to act against the service provider and to terminate the culling by the service provider.
- ❖ The red offal (Heart, Lungs, Spleen, Liver and Kidneys) form part of the carcass, but is not weighed.
- ❖ The bidder should have a dedicated Game Meat Examiner (**not busy with Culling Operations**) at all times during the operations, at the slaughtering site doing inspections on the carcasses.
- ❖ Both the carcass and the red offal should be tagged with the same identifying number in order for the State Veterinarian at the registered abattoir to do the final post-mortem meat inspection and to declare the specific carcass suitable for human consumption.
- ❖ All reasonable precautions **MUST** be taken by the successful service provider to avoid the disturbance of non-target animals and veld fires.
- ❖ The successful service provider may not sub-contract the cull without prior written agreement with Dihlabeng Local Municipality.
- ❖ The service provider will be subjected to Dihlabeng Local Municipality legal audit prior and during the commencement of operations and will be subjected to approval by the Environmental Crime Investigation (ECI) services after security audit.
- ❖ The service provider must ensure that the harvested meat is exposed through a registered abattoir.
- ❖ Being in possession or the consumption of alcohol during culling operations or the bringing of any alcohol to any part of the culling operations is strictly prohibited.
- ❖ All refuse generated by culling operations must be removed from the park by the operator – this includes ammunition shells, domestic waste, etc...Under no circumstances should any of the above items be disposed of with the entrails (should the latter be disposed of in the veld).
- ❖ An attendance register must be kept on a daily basis of all participants in the culling operations – hunters, skimmers, Dihlabeng Local Municipality staff. The names

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thereon must be correlated by the manager/operator (culling operations) and the designated Dihlabeng Local Municipality official.

❖ No 'disguised trophy hunting' is permitted – All culling activities must conform strictly to standard culling operations. No trophy hunting related activities will be permitted – capping, the taking of specific photographs, posing with carcasses, etc...

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**APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF
ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.**

PART F

1.1 SITE INFORMATION

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APPOINTMENT OF A CULLING COMPANY FOR THE CULLING OF ELAND AND BLESBUCK IN WOLHUTERSKOP NATURE RESERVE.

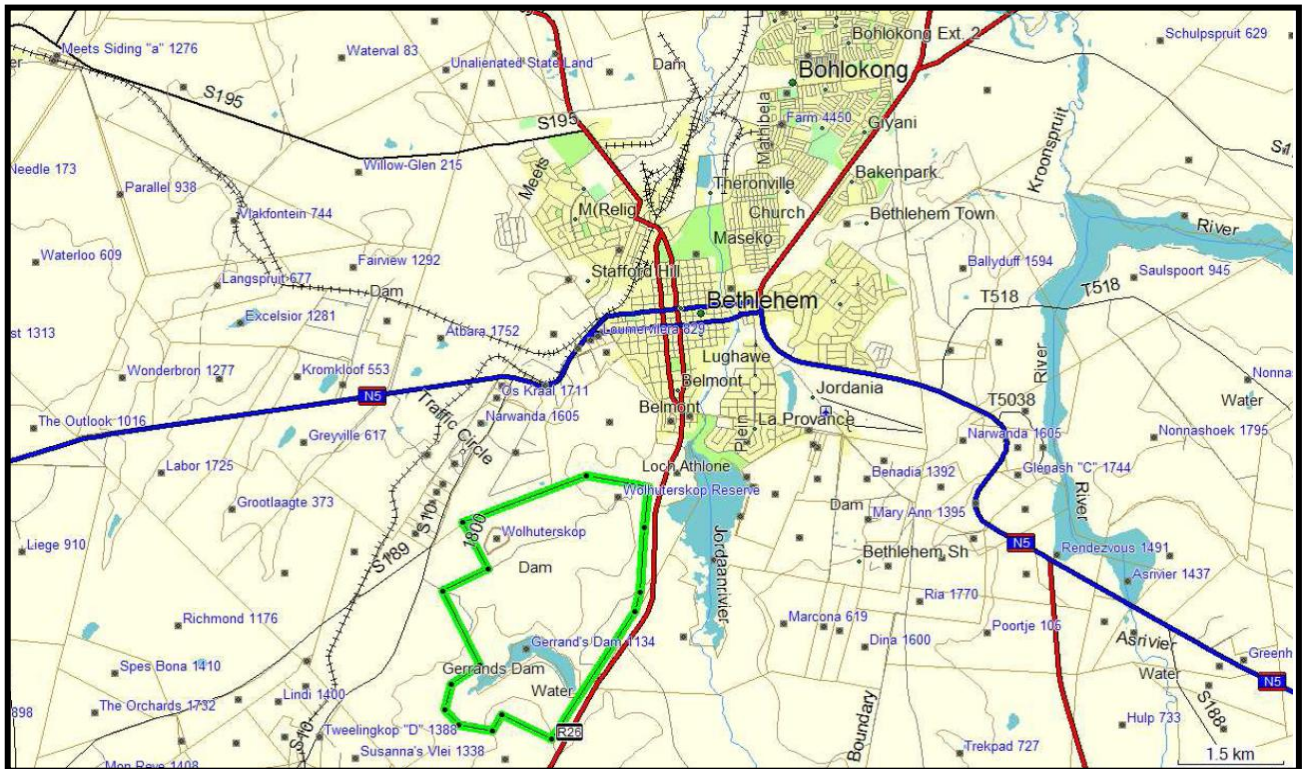
SITE INFORMATION

Location of the Site

The Dihlabeng Local Municipality is situated within the boundaries of the Thabo Mofutsanyana District Municipality in the Eastern Free State. The geographical area is 7550.4910 km². The Municipality consists of the towns Bethlehem (incl. Bohlokong & Bakenpark), Clarens (incl. Kgubetswana), Fouriesburg (incl. Mashaeng), Paul Roux (incl. Fateng-Tse-Ntsho) and Rosendal (incl. Mautse).

Bethlehem is situated approximately 240 km north-east of Bloemfontein, 140 km east of Kroonstad and 90 km west of Harrismith. The town is strategically situated in the heart of the picturesque north-eastern Free State and originally developed as a service Centre. Growth is stimulated by the strategic location of the area that serves as a central regional Centre, situated adjacent to the N5 between Bloemfontein and Durban.

Wolhuterskop Nature Reserve is situated on -28.258208, 28.29836. Wolhuterskop Game and Nature Reserve is a gem that lies approximately 6 km south of Bethlehem on the road to Fouriesburg in the Free State.



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