



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

TENDER NUMBER: EDET 326 / 2026

**SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES
OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT
MAKUYA NATURE RESERVE – VHEMBE DISTRICT
(Contract Period 36 Months)**

8 SQ or Higher

Issued by:

Limpopo Department of Economic Development, Environment and Tourism
Evridiki Towers
19 Biccard Street
Polokwane
0699

Contact Person: General Queries

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DEPARTMENT OF ECONOMIC DEVELOPMENT ENVIRONMENT AND TOURISM
SECURITY AND INVESTIGATION SERVICES
01 SEP 2026
PRIVATE BAG X9484 POLOKWANE 0700
LIMPOPO PROVINCE

Name of the Tenderer:

.....



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PART T1: TENDERING PROCEDURE



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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Limpopo Economic Development, Environment and Tourism invites tenderers for **SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT**. Tenderers are required to have a CIDB contractor grading designation of **8 SQ or higher**. The contract period is 36 months.

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423 & SANS 10845. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.

Project Name	SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT	
Tender Number	EDET 326 / 2026	
Tender documents availability	Limpopo Economic Development, Environment and Tourism – website E-Tender Portal	
Address for submission of tenders	LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM.	
	Physical address: 19 Biccard Street, 0699.	
Closing date of the tender	As per Tender Document	
Closing time of the tender	As per Tender Document	
Compulsory briefing meeting (<i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i>)	Yes ☒ No ☐	
	Meeting venue	Makuya Nature Reserve
	Date	As per bid document
	Time:	11h00
Evaluation criteria	Stage 1: Compliance with mandatory or compulsory requirements Stage 2: Functionality Stage 3: Price and Specific Goals	
Mandatory or Compulsory Requirements (<i>failure to submit or comply with these requirements will lead to automatic disqualification</i>)	Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 8 SQ or higher contractor grading determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated.	
	Pricing Schedule	
	SBD 1 SBD 3.1 SBD 4.	
	Completed and signed Form of Offer	



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T1.2 TENDER DATA

Clause number	Tender Data
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (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 make 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 given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises in order to give effect and affirm the departmental mandate for economic empowerment in line with the departmental legislative mandate of transforming historically disadvantaged groups as enshrined in the Limpopo Procurement Strategy (LPS). In this case, since the project is 8 QS, contractor shall provide a Contract Participation Goal (CPG) of 30% of the total project value and develop targeted enterprises stated under C3 of this document.
C.1.1	The Employer is the Limpopo Department of Economic Development, Environment and Tourism
C.1.2	The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules The Contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing instructions C2.2 Pricing Schedule Part C3: Scope of work C3.1 Scope of Works C3.2 The Expanded Public Works Programme – Scope of Works Part C4: Location and Scope of Works



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C.1.4	All communications related to this tender should be directed to the persons indicated under Enquires on this tender document. Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.
C.1.5	The employer reserve to cancel the tender prior to the award of the tender.
C1.6.3	A two-stage system will not be followed.
C.2.1	Eligibility Criteria (Mandatory Requirements) Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: - The tenderer: - is registered in terms of the Companies Act, 2008 (Act 72 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners; - is not an unincorporated joint venture (i.e. the JV must be registered with CSD, CIPC and SARS as a JV, and all supporting documents must be submitted); and - The tenderer is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za). - Eligibility in respect to CIDB Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 8 SQ or higher contractor grading determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated.
C2.2	Cost of tendering The tenderer accepts 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 comply with requirements

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C.2.7	Compulsory two-day site briefing meeting and site visit A compulsory site briefing meeting and site visit will be held as per Tender invite. Failure to attend the site briefing will result in the bidders not being considered for the project. Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list. Tenderer representatives shall remain the same throughout the duration of the site briefing and site visit, alternating tenderer representatives will be a disqualification. Thus, all representatives must ensure that they sign the attendance registers for both days.
C.2.11	Alterations to the documents Tenderers are required to 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
C.2.12	Alternative tender offer No alternative tender offer is permitted in this tender.
C.2.13.2	Replace sub-clause C.2.13.2 with the following; Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.4	The tender shall be signed by a person duly authorized to do so.
C.2.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM. Physical address: 19 Biccard Street, Polokwane, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender (tender must be deposited in the silver box).
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16.1	The tender offer validity period is 90 days .
C.2.16.2	The tender accepts 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. If the validity period stated in C.2.16 lapses before the employer-evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).



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C.3.1	The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following: - Enterprises owned by People with Disabilities (Submit: Original or Certified copy of Disability Certificate / Confirmation of disability status issued by health professionals) - Enterprises owned by Women (Submit: Central Supplier Database (CSD) report or certified copy of CIPC registration certificate). - Small, Medium and Micro Enterprises (SMMEs) (Submit: Sworn Affidavit confirming bidders annual turnover, supported by Central Supplier Database (CSD) report). - Enterprises owned by Youth (Submit: Central Supplier Database (CSD) report or certified copy of CIPC registration certificate, or certified ID copy). - Cooperatives (Submit: Central Supplier Database (CSD) report or certified copy of CIPC registration certificate) - Military Veterans (Submit: Certified copy of Military Veteran certificate, issued by the Department of Military Veterans) - Enterprises located in Limpopo Province (Submit: Recent Municipal Account/ letter in the name of the business and not older than three months, or Local Authority letter in the name of the business and not older than three months, or Active lease agreement). In case where a director of a company operates a business from the same residential where he or she resides, an affidavit by Commissioner of Oath must be submitted and be accompanied by the Municipal Account. NOTE: The means of verification as indicated above MUST BE SUBMITTED in order for the claimed points to be awarded.
	CIDB Grading Certificate Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer (8SQ or higher). Letter of Good Standing Tender are required to submit, bound with the tender submission, a letter of good from the Compensation Commissioner (COIDA) indicating that the tenderer is in good standing.
C3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.2.1	Tenders will be opened immediately after the closing time for tenders.
C.3.2.2	The tenderers will be evaluated in three stages: Stage 1: Administrative / Pre-Check Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification Stage 2: Functionality: Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. Bidders are required to score a minimum number of evaluation points of 70 for functionality in order to proceed to the next phase of evaluation.





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CRITERIA	DESCRIPTION	POINTS
Bidder's qualifications and experience	Bidder's qualification in civil engineering with experience in project management related to SQ (electrified fencing) projects	35
Key Personnel	Qualification and experience of all key personnel proposed to undertake the services (electrical engineer, quantity surveyor, site agent, safety officer and any other relevant key personnel)	30
Plant	List of plant owned / leased	20
Financial capacity	Letter from Financial Institution showing the financial capability.	15
Maximum Possible Points		100

c) **Stage 3: Price and Specific Goals**

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and specific goals). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = N_{FO} + N_P$$

N_{FO} is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P = A * \left(1 - \frac{(P_o - P_m)}{P_m} \right)$$

Where:

A is 90 since the estimated financial value of works inclusive of VAT is above R 50,000,000.00.

P is the points awarded to the tender under consideration

P_m is the lowest Comparative tender price

P_o is the comparative price under consideration

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18

The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.



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PART T2: RETURNABLE DOCUMENTS



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T2.1: LIST OF RETURNABLE DOCUMENTS

1. The following documents **must** be submitted by the bidder as part of the tender document:

A - MANDATORY REQUIREMENTS

1. Fully completed Form of Offer (Submitted, Fully Completed and Signed Form of Offer)
2. The below administrative bidding requirements shall be complied with, and mandatory documents must be attached before consideration for further evaluation:

CRITERIA	REQUIREMENT	
Tax status	Must be tax registered	
Identity number (s) of directors	Must all be active	
Business registration	Entity must be in business	
Company registration with central supplier database (CSD)	Companies must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.	
In the service of the state status.	Bid will not be considered if company shareholders or directors are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as director of a company listed in schedule 2 and 3 of the Public Finance Management Act	
Tender defaulting and restriction status	Entity and directors must not be restricted.	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time.
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. Total price inclusive of taxes should be clearly indicated on the SBD3.1



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		form. The Bidder must also include an Annexure detailing the costs associated with procurement of fencing materials, labour and any other relevant goods and services including professional services that may be required. This must also include the cost related to implementation of labour-intensive programmes such as Expanded Public Works Programme (EPWP).
Bidder's Disclosure – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare if they have interests in other Companies either bidding or not. Refer to Paragraph 2.3 of SBD 4)
Preference Point Claim Form – SBD 6.1	NO	Should be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)
CIDB Grading 8 SQ or higher	Yes	CIDB Grading Certificate Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer (8 SQ or higher) .

NOTE:

Failure by the bidder to submit fully completed and signed documents as listed above will render their bid not responsive and will not be considered.

The bidder should also not appear on the National Treasury's list of blacklisted entities.

B – NON- MANDATORY REQUIREMENTS

1. Bidders Tax matters should comply prior the award



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2. SBD 6.1 (Failure on the part of a tenderer to claim and submit proof or documentation required in terms of this tender to claim points for specific goals with tender, will be interpreted to mean that preference points for specific goals are not claimed);
3. Record of Addenda to tender documents (Records of addendum must be captured in full, Whether applicable or not)

C – MANDATORY REQUIREMENTS

The following returnable documents are ***required for tender evaluation purposes. Tenderers will be disqualified for failure to submit or complete these returnable documents:***

- a. Practical and Final completion certificates on the completed projects.
- b. List of plant owned and /or leased and proof of ownership.
- c. Curriculum Vitae of all key staff allocated to this project, indicating their experience and qualifications and professional registration with relevant council or body.
- d. Certified copies (not older than 6 months) of all qualifications, professional registrations.
- e. Certified copy of the company's directors' identity documents not older than six (6) months. No copy of a certified copy will be accepted.
- f. Proof of company address
- g. In case of the bidder being a joint venture, all applicable and necessary agreements must be signed and submitted with the BID

T 2.2: RETURNABLE SCHEDULE

No.	Document Name	Disqualifying Criteria?
1.	Fully Completed Pricing Schedule	☒ Yes ☐ No
2.	Fully Completed and signed Form of Offer	☒ Yes ☐ No
3.	SBD 1: Invitation to bid	☒ Yes ☐ No
4.	SBD 3.1: Pricing Schedule – Firm Prices and associated Annexure	☒ Yes ☐ No
5.	SBD 4: Bidder's Disclosure	☒ Yes ☐ No
6.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended	☐ Yes ☒ No



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7.	Record of Addenda to tender documents	☐ Yes ☒ No
8.	Proposed Amendments and Qualifications	☒ Yes ☐ No
9.	Compulsory Declaration	☒ Yes ☐ No
10.	Certificate of Authority	☒ Yes ☐ No
11.	CSD Full Report	☐ Yes ☒ No
12.	Valid CIDB grading certificate	☒ Yes ☐ No
13.	COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing	☐ Yes ☒ No
14.	Practical and Final completion certificates on the completed projects.	☒ Yes ☐ No
15.	List of plant owned and /or leased and proof of ownership.	☒ Yes ☐ No
16.	Proof of company address	☒ Yes ☐ No
17.	Curriculum Vitae & Qualifications of all key staff	☒ Yes ☐ No
18.	Signed joint venture agreements where applicable	☒ Yes ☐ No



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Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.



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Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	(State if not registered for VAT)

Section 4: CIDB registration number:

Section 5: National Treasury Central Supplier Database

Supplier registration reference number	Number/ Unique
---	-----------------------

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary


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Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of family member	Status of service (tick appropriate column)



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	Name of institution, public office, board or organ of state and position held	Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box, do not write N/A)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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Signed

Date

Name

Position

Enterprise

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Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

NB: Complete relevant section. Do not write "See Attached"

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,, chairperson of the board of directors of
....., hereby confirm that by resolution of the board (copy attached)
taken on20...., Mr/Mrs..... acting in the capacity
of....., was authorised to sign all documents in connection with this
tender and any contract resulting from it on behalf of the company.

As witness

1.....

.....
Chairman

2.....

.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity
of.....to sign all documents in connection with the tender for
Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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C. CERTIFICATE JOINT VENTURE

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms..... acting
in the capacity of to sign all
documents in connection with the Tender for and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading
as.....

As Witness:

1.....

Signature: Sole owner

2.....

Date

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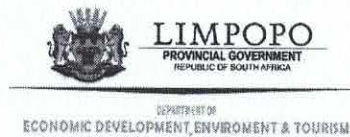
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E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole



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SBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM

TENDER NUMBER:	EDET 326 / 2026	CLOSING DATE	01 OCTOBER 2026	CLOSING TIME:	11:00am
DESCRIPTION	SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026				

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS):

DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM.

Physical address: 19 Biccard Street, Polokwane, 0699.

TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Ms. MV Makhubele		
TELEPHONE NUMBER	015 293 8852 / 083 649 0624	E-MAIL ADDRESS	MakhubeleMV@ledet.gov.za
CONTACT PERSON (TECHNICAL)	Mr. Seani LR		
TELEPHONE NUMBER	015 293 8610 / 071 689 2290	E-MAIL ADDRESS	Seanilr@ledet.gov.za

SUPPLIER INFORMATION

NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES / WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	--	--

QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS

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

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PART B: TERMS AND CONDITIONS FOR TENDERING

1. TENDER SUBMISSION:

- 1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE TENDER DOCUMENT.
- 1.3. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - TENDERS WITH A RAND VALUE ABOVE R50 000 000.00 WILL BE EVALUATED ON A 90/10 PREFERENTIAL SYSTEM
- 1.4. TENDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/MEMBERSHIP / IDENTITY NUMBER; TAX COMPLIANT STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.5. A COPY OF THE CSD REPORT SHOULD BE SUBMITTED WITH RESPONSE TO THE INVITATION.
- 1.6. THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) OR THE SERVICE LEVEL AGREEMENT (SLA)

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
- 2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO TENDERS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS TENDER IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SBD 3.1: PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number **EDET 326 / 2026**

Closing Time 11:00

Closing date 01 October 2026

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) R.....
-		Required by: LEDET	
-		At: MAKUYA NATURE RESERVE	
-		Brand and model:..... N/A.....	
-		Country of origin: N/A.....	
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s):	
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s):	
-		Period required for delivery:	
-		Delivery: *Firm/not firm	
-		Delivery basis	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

Signature..... Date.....

Name of Bidder..... Position.....

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SBD 6.1: 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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	

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.



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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“Historically Disadvantaged Individuals”** means a South African citizen –
 - (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the Interim Constitution”); and/or
 - (2) Who is a female; and/or
 - (3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.
- (g) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.
- (h) **“Black People”** is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.
- (i) **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).



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- (j) **"Persons with Disability"** - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).
- (k) **"Lowest acceptable tender"** means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
- (l) **"Highest acceptable tender"** means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
- (m) **"Functionality"** means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity.
- (n) **"Valid document"** means that attached document must stipulate issuance and expiry date.
- (o) **"Small enterprise"** as per the National Small Enterprise Act and Amended Schedule 1 amended in 2019, means a separate and distinct business entity, together with its branches or subsidiaries, if any, including cooperative enterprises, managed by one owner or more predominantly carried on in any sector or subsector of the economy mentioned in column 1 of the Schedule and classified as a micro, a small or a medium enterprise by satisfying the criteria mentioned in columns 3 and 4 of the Schedule.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

or

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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



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3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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



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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 claimed (90/10 system) (To be completed by the tenderer)
Black People CSD report or certified copy of company CIPC registration certificate	1.5	
Enterprises owned by People with Disabilities Original or Certified Copy of certificate/confirmation of Disability Status	1	
Enterprises owned by Women CSD report or certified copy of company CIPC registration certificate or certified ID copy	1.5	
Micro Small, Medium Enterprises (MSMEs) Submission of sworn affidavit confirming bidder's annual turnover supported by the CSD report.	1	
Enterprises owned by Youth. CSD report or certified copy of company CIPC registration certificate or certified ID copy	1	
Military Veteran. Certified copy of Military Veteran Certificate issued by Department of Military Veterans (DMV)	1	
Cooperatives CSD report or certified copy of company CIPC registration certificate	1	
Enterprises located in Limpopo Province Recent Municipal account / letter (it must be in the name of the business and not older than 3 months) or Local Authority Letter for confirmation of Local Address (it must be in the name of the business and not older than 3 months) or Active Lease Agreement	2	



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In case where a director of the company operates a business from the same residential where he/she resides, the affidavit by commissioner of oath must be submitted and accompanied by proof of rates and taxes.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ☐ Partnership
☐ One-person business / sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not



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exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



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EVALUATION SCHEDULE (Stage 2 Evaluation):

FUNCTIONALITY CRITERIA

Technical Criteria	Sub-criteria	Points																												
Bidder's previous project management experience in civil and electrified fencing projects	Completed Projects	35																												
	Certified and signed copies of Appointment letter and Completion certificates on client company letter head with contact details for previous work must be submitted for each project for points to be awarded. Only projects completed in the last 10 years will be considered. Below table shows points that will be allocated.																													
	<table><tr><th>Description</th><th>Points allocated for completion letters</th><th>Additional Points for Total Value of Largest Project</th><th>Points allocated for Value of Projects</th></tr><tr><td>5 x Projects</td><td>25</td><td>> R25 000 000</td><td>10</td></tr><tr><td>4 x Projects</td><td>20</td><td>> R20 000 000</td><td>8</td></tr><tr><td>3 x Projects</td><td>15</td><td>> R15 000 000</td><td>6</td></tr><tr><td>2 x Projects</td><td>10</td><td>> R10 000 000</td><td>4</td></tr><tr><td>1 x Project</td><td>5</td><td>> R5 000 000</td><td>2</td></tr><tr><td>No Appointment letter and Completion certificate submitted</td><td>0</td><td>< R5 000 000</td><td>0</td></tr></table>		Description	Points allocated for completion letters	Additional Points for Total Value of Largest Project	Points allocated for Value of Projects	5 x Projects	25	> R25 000 000	10	4 x Projects	20	> R20 000 000	8	3 x Projects	15	> R15 000 000	6	2 x Projects	10	> R10 000 000	4	1 x Project	5	> R5 000 000	2	No Appointment letter and Completion certificate submitted	0	< R5 000 000	0
	Description		Points allocated for completion letters	Additional Points for Total Value of Largest Project	Points allocated for Value of Projects																									
5 x Projects	25	> R25 000 000	10																											
4 x Projects	20	> R20 000 000	8																											
3 x Projects	15	> R15 000 000	6																											
2 x Projects	10	> R10 000 000	4																											
1 x Project	5	> R5 000 000	2																											
No Appointment letter and Completion certificate submitted	0	< R5 000 000	0																											
List the details of completed projects in Schedule 2. Completion of this table is mandatory for points to be allocated.																														
Key Personnel Capacity (background and experience of all key personnel	Profile of key staff NB: List the details of key staff in Schedule 3. Completion of this table is mandatory for points to be allocated.	30																												



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Technical Criteria	Sub-criteria	Points																														
proposed to undertake the services)	Attach Curriculum Vitae (CVs) for all key staff who will be engaged in the delivery of electrified fencing project (indicating technical qualifications, copies of qualifications, professional registrations from the relevant council, and relevant previous project experience. Certified copies shall be less than 6 months. a) Allocation of points for Project Manager (Max Points = 10 points). <table border="1"> <thead> <tr> <th>Category</th><th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td rowspan="2">Qualifications</td><td>NQF6 qualifications in Civil Engineering and SACPCMP registration as Pr. CM / Pr. CPM</td><td>5</td></tr> <tr> <td>No professional registration</td><td>0</td></tr> <tr> <td rowspan="3">Relevant Experience in Civil Engineering projects (electrified fencing)</td><td>Exceeding 3 years or more relevant experience post qualification</td><td>5</td></tr> <tr> <td>Exceeding 1 year not exceeding 3-year relevant experience post qualification</td><td>2</td></tr> <tr> <td>Not exceeding 1-year relevant experience post qualification</td><td>0</td></tr> </tbody> </table> b) Allocation of points for Electrical Engineering (Max Points = 10 points). <table border="1"> <thead> <tr> <th>Category</th><th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td rowspan="2">Qualifications</td><td>NQF6 qualifications in Electrical Engineering and registration with the Engineering Council of South Africa (ECSA)</td><td>5</td></tr> <tr> <td>No professional registration</td><td>0</td></tr> <tr> <td rowspan="3">Relevant Experience in Electrical Engineering projects (electrified fencing)</td><td>Exceeding 3 years or more relevant experience post qualification</td><td>5</td></tr> <tr> <td>Exceeding 1 year not exceeding 3-year relevant experience post qualification</td><td>2</td></tr> <tr> <td>Not exceeding 1-year relevant experience post qualification</td><td>0</td></tr> </tbody> </table>	Category	Description	Points	Qualifications	NQF6 qualifications in Civil Engineering and SACPCMP registration as Pr. CM / Pr. CPM	5	No professional registration	0	Relevant Experience in Civil Engineering projects (electrified fencing)	Exceeding 3 years or more relevant experience post qualification	5	Exceeding 1 year not exceeding 3-year relevant experience post qualification	2	Not exceeding 1-year relevant experience post qualification	0	Category	Description	Points	Qualifications	NQF6 qualifications in Electrical Engineering and registration with the Engineering Council of South Africa (ECSA)	5	No professional registration	0	Relevant Experience in Electrical Engineering projects (electrified fencing)	Exceeding 3 years or more relevant experience post qualification	5	Exceeding 1 year not exceeding 3-year relevant experience post qualification	2	Not exceeding 1-year relevant experience post qualification	0	
Category	Description	Points																														
Qualifications	NQF6 qualifications in Civil Engineering and SACPCMP registration as Pr. CM / Pr. CPM	5																														
	No professional registration	0																														
Relevant Experience in Civil Engineering projects (electrified fencing)	Exceeding 3 years or more relevant experience post qualification	5																														
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Qualifications	NQF6 qualifications in Electrical Engineering and registration with the Engineering Council of South Africa (ECSA)	5																														
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Technical Criteria	Sub-criteria	Points																														
	c) Allocation of Points for Site Agent (Max = 5 points) <table> <tr> <th>Category</th><th>Description</th><th>Points</th></tr> <tr> <td rowspan="2">Qualifications</td><td>Any Qualification in Built Environment</td><td>3</td></tr> <tr> <td>No qualification in Built Environment</td><td>0</td></tr> <tr> <td rowspan="3">Relevant Experience in Built Environment projects</td><td>Exceeding 5 years or more relevant experience post professional registration</td><td>2</td></tr> <tr> <td>Exceeding 2 year not exceeding 5-year relevant experience post professional registration</td><td>1</td></tr> <tr> <td>Not exceeding 2-year relevant experience post professional registration</td><td>0</td></tr> </table> d) Allocation of points for Safety Officer (Max Points = 5 points) <table> <tr> <th>Category</th><th>Description</th><th>Points</th></tr> <tr> <td rowspan="2">Qualifications</td><td>Safety Management Certificate or training in Construction Health and Safety Officer and SACPCMP registration as CHSO.</td><td>3</td></tr> <tr> <td>No professional registration</td><td>0</td></tr> <tr> <td rowspan="3">Relevant Experience in Construction Health and Safety Officer</td><td>Exceeding 3 years or more relevant experience post qualification</td><td>2</td></tr> <tr> <td>Exceeding 1 year not exceeding 3 years relevant experience post qualification</td><td>1</td></tr> <tr> <td>Not exceeding 1-year relevant experience post qualification</td><td>0</td></tr> </table>	Category	Description	Points	Qualifications	Any Qualification in Built Environment	3	No qualification in Built Environment	0	Relevant Experience in Built Environment projects	Exceeding 5 years or more relevant experience post professional registration	2	Exceeding 2 year not exceeding 5-year relevant experience post professional registration	1	Not exceeding 2-year relevant experience post professional registration	0	Category	Description	Points	Qualifications	Safety Management Certificate or training in Construction Health and Safety Officer and SACPCMP registration as CHSO.	3	No professional registration	0	Relevant Experience in Construction Health and Safety Officer	Exceeding 3 years or more relevant experience post qualification	2	Exceeding 1 year not exceeding 3 years relevant experience post qualification	1	Not exceeding 1-year relevant experience post qualification	0	
Category	Description	Points																														
Qualifications	Any Qualification in Built Environment	3																														
	No qualification in Built Environment	0																														
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	Exceeding 1 year not exceeding 3 years relevant experience post qualification	1																														
	Not exceeding 1-year relevant experience post qualification	0																														
Financial Capacity	The responding bidder must show capacity to deliver a sustainable service. Bidders should submit letter from NCR accredited financial institutions to provide funding (letter must be signed on an official letterhead, stamped by the financial institution and must not be older than three months) OR Proof of an overdraft facility in the name of the business (stamped bank letter on an official letterhead, signed and must not be older than three months) OR	20																														



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Technical Criteria	Sub-criteria	Points												
	Proof of company capability to self-fund (stamped bank statement on official financial institution letterhead and must not be older than three months) Points to be awarded as follows: <table><tr><th>Description</th><th>Points</th></tr><tr><td>R20 000 001 and more</td><td>20</td></tr><tr><td>R16 000 001 to R20 000 000</td><td>15</td></tr><tr><td>R12 000 001 to R16 000 000</td><td>10</td></tr><tr><td>R8 000 000 to R12 000 000</td><td>5</td></tr><tr><td>No submission of information or letter with no amounts</td><td>0</td></tr></table>	Description	Points	R20 000 001 and more	20	R16 000 001 to R20 000 000	15	R12 000 001 to R16 000 000	10	R8 000 000 to R12 000 000	5	No submission of information or letter with no amounts	0	
Description	Points													
R20 000 001 and more	20													
R16 000 001 to R20 000 000	15													
R12 000 001 to R16 000 000	10													
R8 000 000 to R12 000 000	5													
No submission of information or letter with no amounts	0													
Resource Capability	Availability of Physical Resources (big machinery): Tractor – Loader - Back Actor (TLB) Tractor with a Trailer Truck Closed passenger transportation Concrete Mixer (> 200L) Hydraulic Crimper Water truck / tanker / Water bowser / Water cart (> 1000L) Bidder must attach: - Valid proof of ownership OR - Lease agreement and owner's proof of ownership OR - Rental agreement and owner's proof of ownership Points will be allocated as follows:	15												

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Technical Criteria	Sub-criteria		Points
	Description	Points	
	7 or more resources	15	
	5-6 resources	10	
	3-4 resources	5	
	0-2 resources	0	
TOTAL			100

A bidder must score a minimum of 70 points during stage 2 of the evaluation. Failure to obtain the required score will eliminate the bidder from further evaluation.



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EVALUATION SCHEDULE 2: BIDDER'S PAST EXPERIENCE

Relevant experience in civil projects (new and renovations) completed in the last 10 years. **Compulsory:** Complete the table below and attach proof of completion letters for each project for points to be awarded.

Client	Project Description	Project Value	Completion Letter Attached? (YES/ NO)	Contact Person & Contact Number

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Client	Project Description	Project Value	Completion Letter Attached? (YES/ NO)	Contact Person & Contact Number
TOTAL VALUE				

EVALUATION SCHEDULE 3: BIDDER'S KEY STAFF

Key staff with relevant experience in civil projects (new and renovations) who will be engaged in the delivery of service to LEDET
Compulsory: Complete the table below and attach proof of CVs & Qualifications for points to be awarded.

Role	Name and Surname	Qualifications	Professional Registration	Years of Experience Post Qualification
Project Manager				
Site Agent				

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Role	Name and Surname	Qualifications	Professional Registration	Years of Experience Post Qualification
Construction Health and Safety Officer				

NB: The Contractor will also be required to appoint / subcontract a relevant personnel member in the field of Electrical Engineering and Quantity Surveyor.

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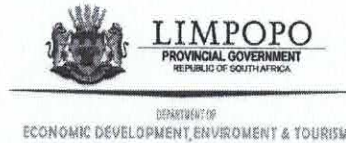
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PART C1: AGREEMENT AND CONTRACT DATA



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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:

APPOINTMENT OF A CONTRACTOR:

SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

Rand (in words); R.....

(in figures) R.....

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the tenderer:



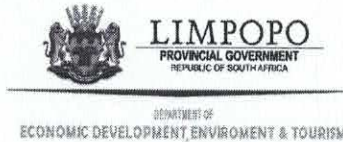
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Name &
signature of
witness

Date



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Acceptance (To be completed by the employer – not the tenderer)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer 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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, 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 tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working 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

Name

Capacity

Name and address of organization

Signature and Name of Witness

Signature

Name

Capacity

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SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

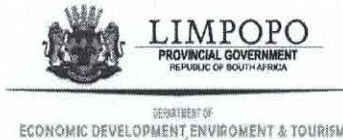
4 Subject

Details

By the duly authorised representatives signing this agreement, the *Employer* and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the *Employer* during this process of offer and acceptance.

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

.....



SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026

C1.2 ECC3 CONTRACT DATA

The Conditions of Contract are the **NEC3 Engineering and Construction Contract (ECC) April 2013 revision Option F – Management Contract with Secondary Option Clauses and Z- clauses** as selected and detailed below

Copies of these conditions of contract may be obtained from the South African Association of Consulting Engineers (011 463 2022) or Engineering Contract Strategies (Tel 011 803 3008, fax 011 803 3009). The Employer will not provide copies.

The NEC3 ECC makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the NEC3 ECC.

Each item of data given below is cross-referenced to the clause in the NEC3 ECC to which it mainly applies.

The Contract Specific Data, General and Special Conditions (Z-clauses) of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

SPECIAL CONDITIONS OF CONTRACT – Z-CLAUSES

1. GENERAL

The Special Conditions of Contract (Z-clauses) form an integral part of the Contract. The Z-clauses shall amplify, modify or supersede, as the case may be, the NEC3 ECC Core and Secondary Option Clauses to the extent specified below, and shall take precedence and shall govern.

The clauses of the Z-Clauses hereafter are numbered “Z” followed in each case by a number and an appropriate heading.

The Data Forms included in the NEC3 ECC are replaced with the Data Forms included in this Contract Project Document.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in to give effect and affirm the departmental mandate for economic empowerment in line with the departmental legislative mandate of transforming historically disadvantaged groups as enshrined in the Limpopo Procurement Strategy (LPS). In this case, since the project is 8 QS, contractor shall provide a **Contract Participation Goal (CPG) of 30%** of the total project value and develop targeted enterprises stated under C3 of this document.

Payment for labour Intensive Component of Works

Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.



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Linkage of Payment to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

Applicable Labour Laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

The additions, deletions and alterations to the NEC 3 Engineering & Construction Contract - Option F are:

Clause Additions, deletions and alterations:

Testing and Defects

- 42 Extended **defects** liability period will apply to the following elements: all completed work: **12 months**

Payments:

- 51.2 Each payment invoice is made within 30 days, once received by LEDET as required by Public Financial Management Act (Act no.1 of 1999)

Part one - Data provided by the Employer

1 General

The *conditions of contract* are the core clauses and the clauses for main Option: **F: Management Contract**
Dispute resolution Option W1: Dispute resolution procedure and secondary Options of the NEC3
Engineering and Construction Contract, April 2013 revision (ECC)

- X1: Price adjustment factor**
X2: Changes in the law
X5: Sectional Completion
X7: Delay Damages
X13: Performance bond



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X16: Retention

X17: Low performance damages

X18: Limitation of liability

Z: Additional conditions of contract

11.2(11) The *Employer* is Limpopo Economic Development, Environment and Tourism

Address: 19 Biccard Street Polokwane, 0699

Telephone: (015) 293 8300

Email: MalunganiTP@ledet.gov.za

or

the LEDET as represented by the person or unit that is notified by such LEDET

11.2(13) *The services relate to the Supply, install, test and commission 72 kilometres of electrified elephant-proof perimeter fence at Makuya Nature Reserve – Mopani District*

11.2(2) The Scope is in the document called Part 3: Scope of Work

12.2 The *law of the contract* is the law of the Republic of South Africa

13.1 The *language of this contract* is English

13.3 The *period for reply* is 2 weeks

13.6 The *period for retention* is 1 years following Completion or earlier termination

2 The Parties' main responsibilities

25.2 The *Employer* provides access to the following persons, places and things as stated in the appointment.

3 Time

30.1 The *starting date* is jointly agreed between the contractor and the client after site hand over meeting has taken place.

30.2 The construction duration is 21 months. The *completion date* will be determined at the site hand over meeting and will be adjusted pending the approval of compensation events.

30.3 The Key Dates and the *conditions* to be met are as stated in the appointment

31.1 The *Contractor* is to submit a first programme for acceptance within 2 weeks after acceptance of the appointment



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32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than the period stated in the appointment		
4	Quality		
40.2	The quality policy statement and quality plan are provided within the time stated in the appointment		
41.1	The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i> .		
5	Payment		
50.1	The <i>assessment interval</i> is defined by the implementation progress as per the Bill of Quantities.		
51.2	The period within which payments are made is 30 days from submission of approved deliverable and invoice to LEDET.		
51.1	The <i>currency of this contract</i> is the South African Rand.		
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's Bank</i>		
6	Compensation events		
60	The response period to notification of compensation events is 30 days. The compensation event must be submitted and approved by the Accounting Officer or delegated official in terms of the SCM policy.		
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the Contractor maintains insurance		
	Event	Minimum Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Contractor</i> to use the skill and care normally used by contractors providing services similar to the <i>services</i>	R 7.0 million in respect of each claim, without limit to the number of claims	For as long as the Contractor remains in business
	death of or bodily injury to a person (not an employee of the <i>Contractor</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Contractor</i>	R 7.0 million in respect of each claim, without limit to the number of claims	12 months
	death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months



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80.1	The <i>Employer</i> provides the following insurances:
	None
9	Termination
	No data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause
B	Priced Contract with Bills of Quantities
11.2	The <i>Contractor</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than 4 weeks.
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), in accordance with the procedure set out in Clause Z2
W1.4(2)	The <i>tribunal</i> is reference to a South African Court of Law
12	Data for secondary Option clauses
X1	Price adjustment for inflation
X1.1	The index is the <i>index</i> published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa.
X2	Changes in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay Damages
X7.1	A penalty amount of R 6 000 per day will be applicable for delay damages for late completion of the works.
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are



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Z1 Tax invoices

The *Contractor's* invoice.

Amend clause 51.1 and replace by:

Each payment is made by the *Employer* within 30 days of receiving the *Contractor's* invoice showing the details which this contract requires

Z2 Selection and appointment of the *Adjudicator*

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3 Acts or omissions by mandatories

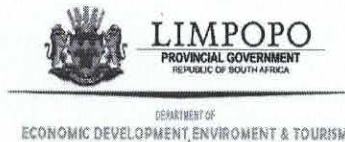
In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z4 Expenses

If the Parties agree, estimates of *expenses* may be included in the lump sum prices in the Pricing Schedule which are assessed as compensation events.

Z5 Contract Date

In these *conditions of contract* each reference to the Contract Date is the date when the appointment came into existence.



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Z6 Key persons in the appointment

- 1) *Key persons* to manage the construction works for the *Contractor* in respect of this project should comply with the following:
- 2) The *key person* named in Part 2 of the Contract Data whose responsibilities include the provision or the service or provision of active and personal direction, control and supervision of the *service* that is provided is the point of contact between the *Contractor* and the *Employer*. Such a person attends at least 80 percent of the regular progress meetings which may be convened during the execution of the works.
- 3) The *Contractor*, in the event that the *key person* identified in 2) above is replaced, effects the replacement in a manner which minimizes the adverse effect of such replacement on the Employer and Others and provides continuity of the *services*.
- 4) The Management Contractor bidding for this assignment should consist of a multi-disciplinary team of professionals for the execution and supervision of the works:
 - Professionally Registered Key Team Members with relevant years of built environment experience relevant to the assignment in the following disciplines (refer to the functionality table):
 - Architect
 - Quantity Surveyor
 - Civil/Structural Engineer
 - Electrical Engineer
 - Safety Consultants

The Construction team should consist of built environment personnel such as;

- Project Manager
- Site Agent
- Safety Officer



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PART C2: PRICING DATA



SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026

C2.1 PRICING INSTRUCTION

- The rates provided will be used as contract rates during the execution of the contract with the successful bidder. The rates and the financial offer provided are by no means a contract amount.
- The agreement is under the NEC 3; Sub-contractor Agreements will form back-to-back agreements with the main contract. Thus, will all subcontracts by the main contractor and sub-contractors be based on the NEC 3 Engineering and Construction Subcontract contract.
- They shall set 30% of the project value for sub-contractor determine the amount to be paid for the Contract Participation Goal (CPG).
- Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.
- The Contractor must consult with the relevant and applicable South African National Standards (SANS) that regulate the agricultural and game wildlife electrified fencing.



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C2.2 PRICING SCHEDULE

Tenderers must provide a detailed pricing breakdown aligning with SBD3.1



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PART C3 SCOPE OF WORKS



SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026

C3.1: SCOPE OF WORKS

1. Contract requirements:

- CIDB Grading: Minimum 8 SQ or Higher
- Project Duration: 36 months

2. Scope of the Works:

The scope of this project entails the Supply, Install, Test and Commission 72 kilometres of Electrified Elephant-proof perimeter fence at Makuya Nature Reserve – Mopani District.

3. Abstract

Makuya Nature Reserve is a provincial protected area managed for biodiversity conservation. The reserve forms part of an important wildlife landscape supporting elephant populations and other large mammals. The existing perimeter fence has deteriorated over time, resulting in:

- Elephant escapes;
- Human-wildlife conflict;
- Damage to neighbouring properties;
- Increased security risks;
- Illegal access into the reserve; and
- Increased maintenance costs.

The Department therefore intends appointing an experienced contractor to supply, install, test and commission approximately 72 kilometres of electrified elephant-proof perimeter fence. The fence shall comply with applicable South African legislation, recognised by South African National Standards on wildlife fencing standards and the National Norms and Standards for the Management of Elephants, which require properly maintained electrified perimeter fencing for enclosed elephant populations.

This document describes the selected material, configuration of the fence, the specifications for the removal of the existing fence and construction of the new electrified fence as described above. This 2.4m high electrified elephant-proof fence must be constructed to constrict the movement of elephants from the Makuya Nature Reserve in high pressure areas.



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4. Purpose

This project seeks to ensure construction of a durable electrified elephant-proof perimeter fence that will prevent elephant escapes; protect neighbouring communities and agricultural land; improve reserve security; reduce wildlife crime; support effective biodiversity conservation; and improve operational management of the reserve.

5. Specifications

5.1 Introduction

The 2.4m electrified elephant-proof fence configuration will be used in the construction of the boundary fence between the Makuya Nature Reserve in the Limpopo Province of South Africa. The fence is usually used in the high-risk areas where animals or humans constantly damage the fence. This configuration consists of heavy structural steel sections and stay wire and will be referred to further in this document as the Electrified Elephant-Proof fence configuration.

5.2 Electrified Elephant-Proof Fence configuration

The fence height must be 2.4m, with I-beam Straining posts (305mm x 102mm x 25 kg/m) spaced a maximum of 500m in line with the fence. Line posts (219mm ø x 3mm wall thickness x 3.6m in Length Round tube) that will be placed every 50m apart or as topography dictates, with 17 x 2.0mm double twisted fully galvanized barbed wire strands and four or five 12 mm hot dipped galvanized stay wire cables. Intermediates will consist of 3.05m Y-standards every 10m and 2.45m. Extra line posts, slip posts and corner posts will be positioned between straining posts as changes in topography and fence line dictates. All posts will be planted in a 1m x 1m x 1m 30Mpa concrete foundation.

5.3 Conceptual description

- 5.3.1 The contractor is required to Supply, Install, Test and Commission Electrified Elephant-proof fence 2,4m high, with a minimum 21 and maximum 24 horizontal wire strands and energizers with minimum of 6000 voltage. This fence must be impenetrable by small and large game, visible to the game and must be aesthetically acceptable.
- 5.3.2 The contractor is required to supply, install, test and commission electrified Elephant-proof fence 2,4m high, with a minimum 21 and maximum 24 horizontal wire strands and energizers with minimum of 6000 voltage. This fence must be impenetrable by small and large game, visible to the game and must be aesthetically acceptable.
- 5.3.3 The contractor is required to clear vegetation and grade 7m wide area along the existing fence line, with 4m inside and 3m outside or otherwise depending on the terrain at a particular area. Where the grader cannot reach, manual clearance of vegetation must be implemented and herbicides therein. Herbicides must be applied within the 7m width of the fence line for the entire 72km per section completed to avoid immediate regrowth of vegetation.
- 5.3.4 Y-standards must be knocked into the ground. The function of the intermediates and line posts are to support the cladding and keep it upright.
- 5.3.5 The droppers must also be placed upright and then tied to the straining wires with binding wire. The function of the droppers or hangers is to space the wires at an even distance apart and to minimize the distance between the intermediate posts.

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- 5.3.6 Cladding must consist of a variety of material depending on the species of animals to be kept in or out. Its main function is to provide a division. Cladding must follow the contour of the ground to prevent gaps under the fence. Cladding for this border fence will be 17 strands of 2.0mm double twisted fully galvanized barbed wire and 4-5 strands of 12mm Stay wire fully galvanized 7strands X 4mm each, right hand layer.
- 5.3.7 As far as possible, the gates must be the same height as the fence, supported with straining posts both sides of the gate. No straining wires must run overhead across the gate, as it will restrict the thoroughfare.

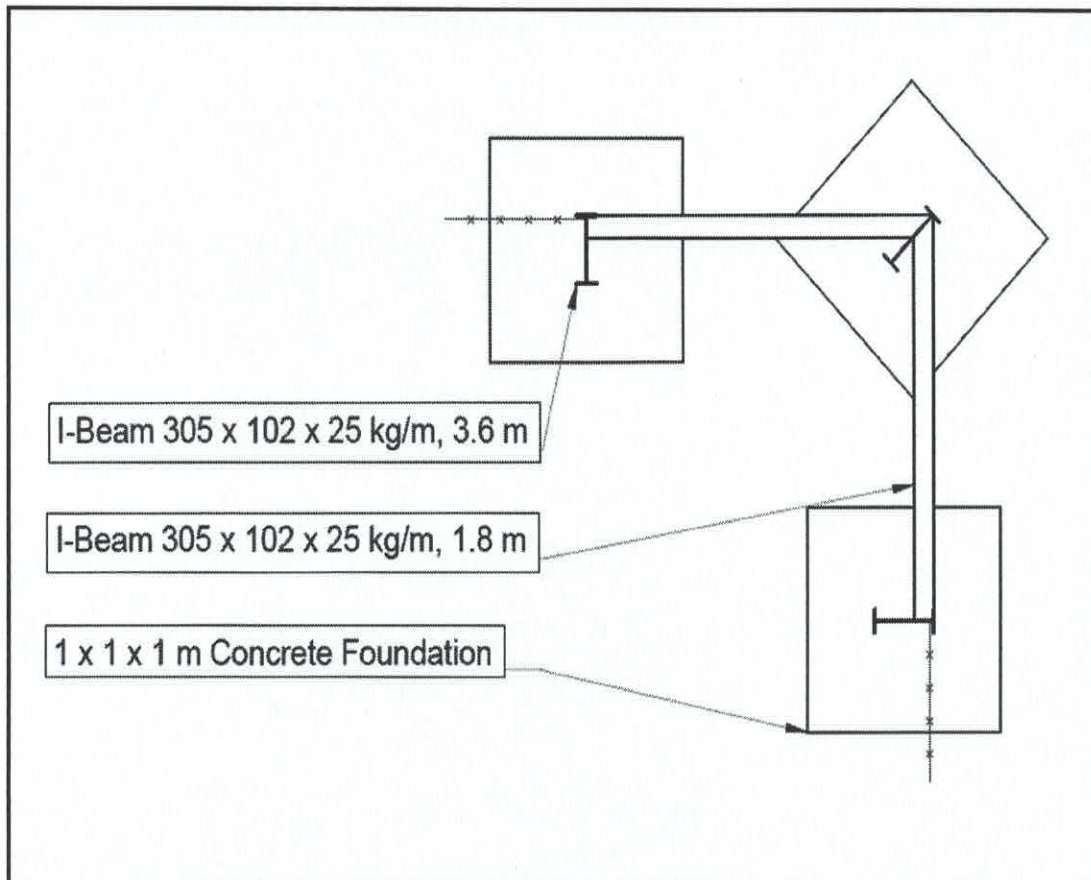
6. Components of the 2.4m Electrified Elephant-Proof Fence

6.1 Posts

6.1.1 Corner posts

Corner posts will consist of 305 x 102 x 25kg/m I-beam sections and are used where the fence line changes direction with an angle less than 140 degrees. The posts will be concreted (30Mpa) into the ground in holes with dimensions and positions according to Figure 1 below.

Figure 1: Corner posts





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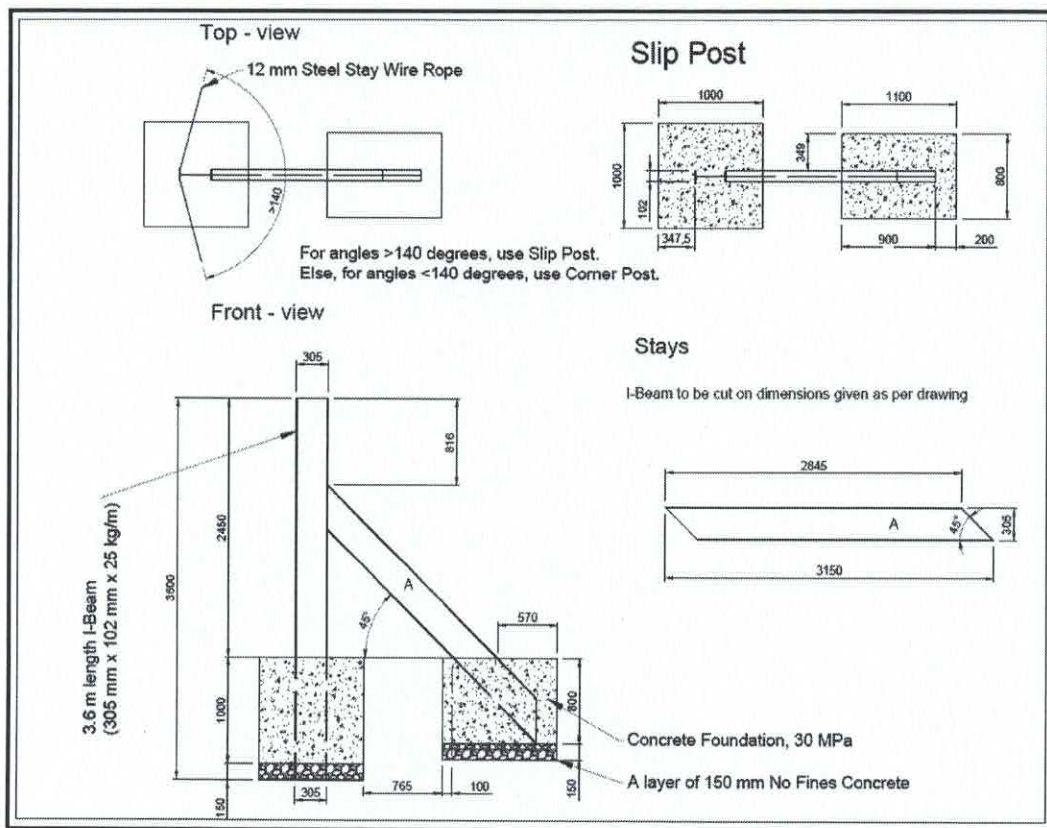
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6.1.2 Slip posts

Slip posts will consist of a 219mm $\varnothing$ x 3mm wall thickness x 3.6m in Length Round tube sections and are used where the fence line changes direction and the corner angle is greater than 140 degrees. These posts do not have any tension on them; however, the wire slips around the posts to the following straining posts. The posts will be concreted (30Mpa) into the ground in holes with dimensions and positions according to Figure 2 below. The posts will have 2 x 16mm $\varnothing$ x 3m in length Y steel reinforcing rods spaced inside the round tube 50mm from each side and the round tube must be filled to the top with 30Mpa concrete.

Figure 2: Slip posts



6.1.3 Stays

These poles help the slip post to take the weight and tension from the strained cladding, therefore a 140mm $\varnothing$ x 4 – 4.5mm wall thickness x 3.6m in Length Round tube sections will be used. The stay is normally the same length as the slip post and should be planted at a 45-degree angle, welded 800mm from the top of the slip post and also concreted into the ground. It is sometimes necessary to knock a short Y-standard in front of the round tube into the ground before concreting for more support. This is especially necessary in sandy soils. It is essential that the concrete has set (usually 7 days) and is dry before any load is administered to these posts (refer to Figure 2 above).



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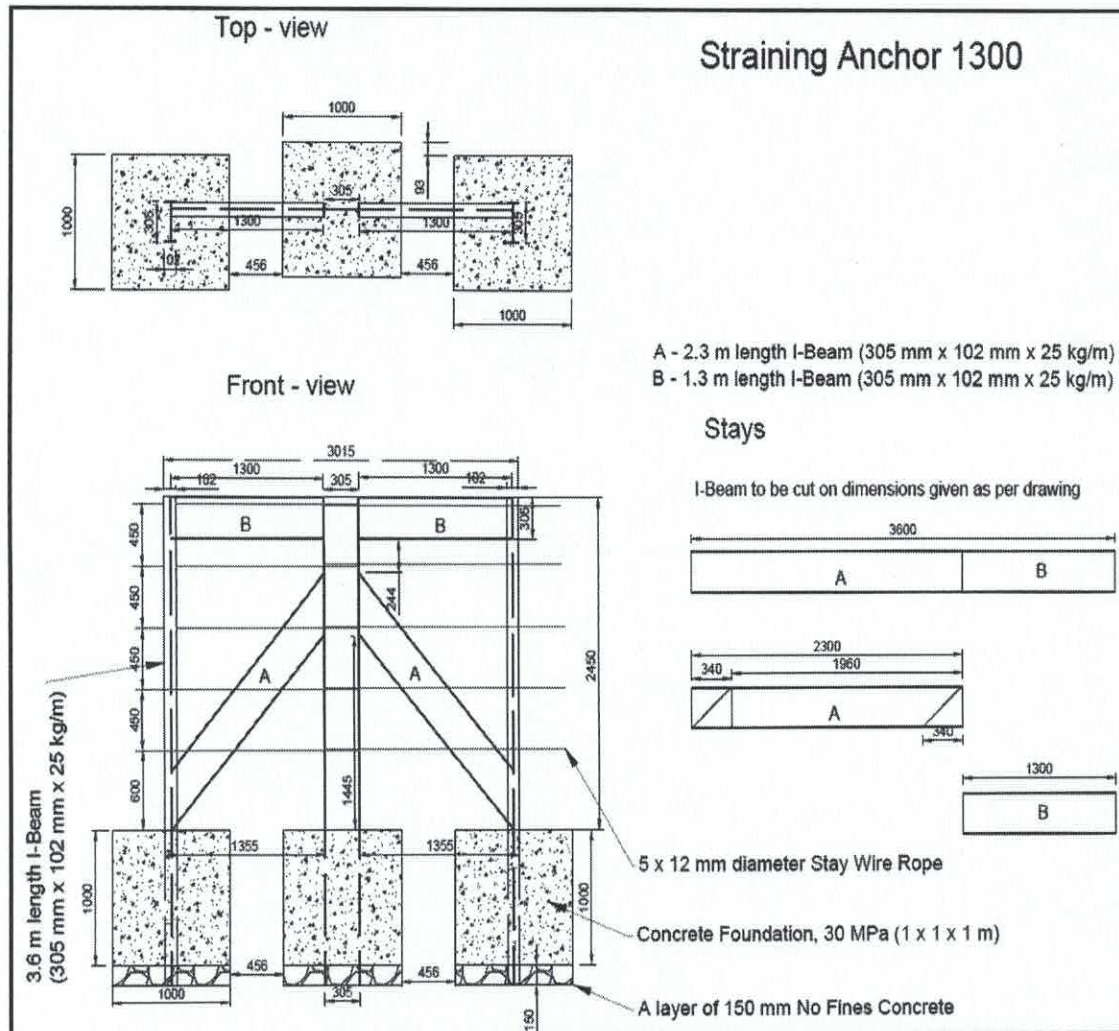
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6.1.4 Straining posts

These posts will be constructed of 305 x 102 x 25kg/m I-beam sections and are planted in line of the fence direction at an acceptable distance apart. The distance between these posts will depend on the type of soil and topography but must not exceed 500m. The posts will be concreted with 30Mpa concrete into the ground in holes with dimensions and positions according to Figure 3 below.

Figure 3: Straining posts

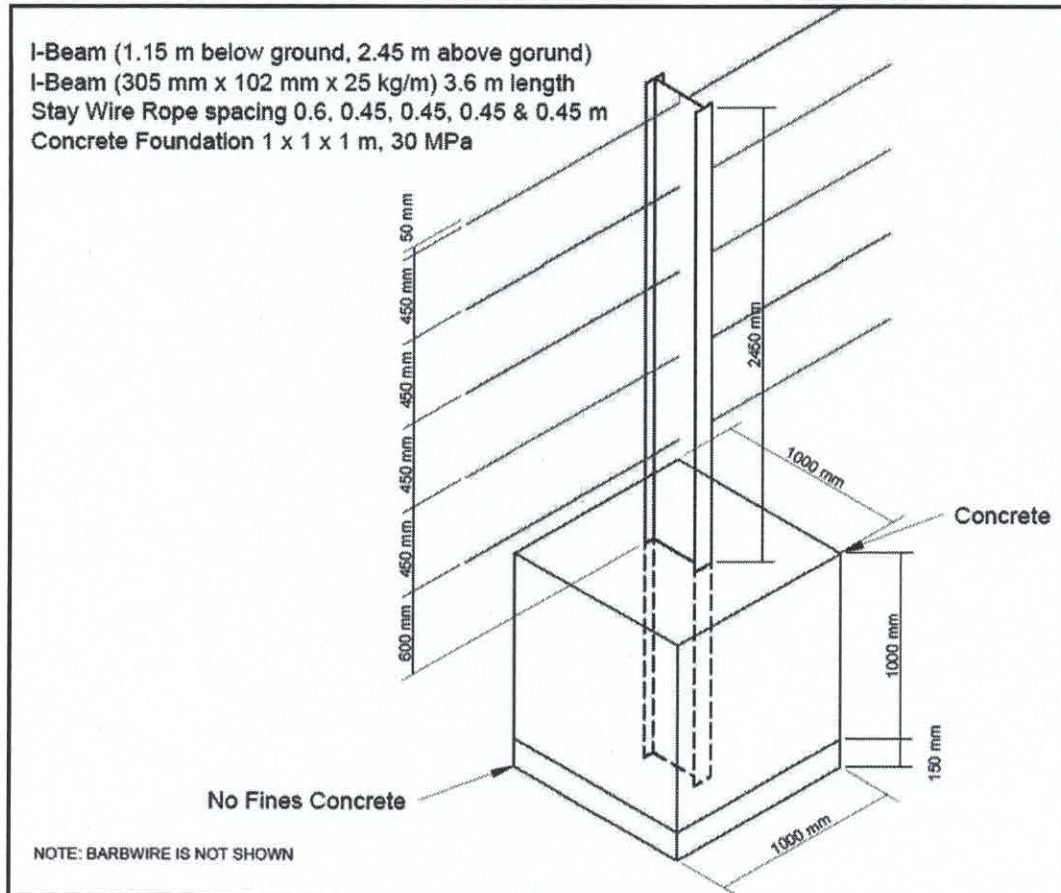


6.1.5 Line posts

The Line posts will consist of a 219mm $\varnothing$ x 3mm wall thickness x 3.6m in Length Round tube sections and will be planted not further than 50m apart in line with the fence direction. The posts will be concreted (30Mpa) into the ground with hole dimensions and positions according to Figure 4. The posts will have 2 x 16mm $\varnothing$ x 3m in length Y steel reinforcing rods spaced inside the round tube 50mm from each side and the round tube must be filled to the top with 30Mpa concrete.

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Figure 4: Line posts

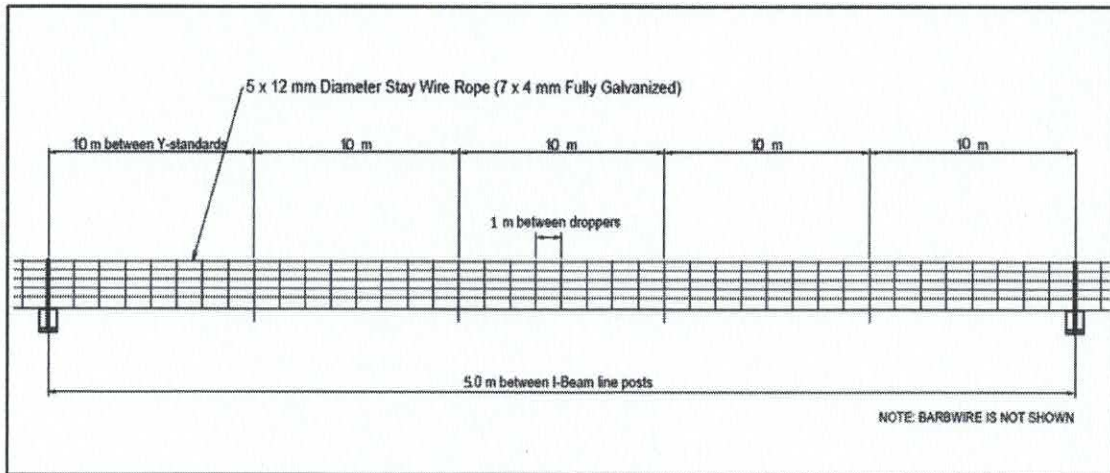


6.1.6 Intermediate posts (Y-Standards)

The Y or I standard must be secured to the 4 stay wires by means of wrapping a 6mm rod around the Y standard and stay wire simultaneously and weld it fast to the same rod and Y standard. These posts are knocked 600mm into the ground and placed in-line between the straining posts, at a distance 10m apart in line with the fence direction. Intermediate posts are available in steel 3.05m Y-standards are much faster to erect and must be used in this configuration according to Figure 5 below.

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Figure 5: Intermediate posts (Y-Standards)



6.1.7 Droppers

Droppers must be steel and used to keep the straining wires evenly spaced and reduce the spacing between intermediates. Spacing between droppers must be 1m apart (refer to Figure 5 above).

6.1.8 Cladding

For this configuration the cladding will consist of 17 strands of 2.0mm double twisted fully galvanized barbed wire and 4 Stay wires fully galvanized 7 strands x 4mm x 12mm.

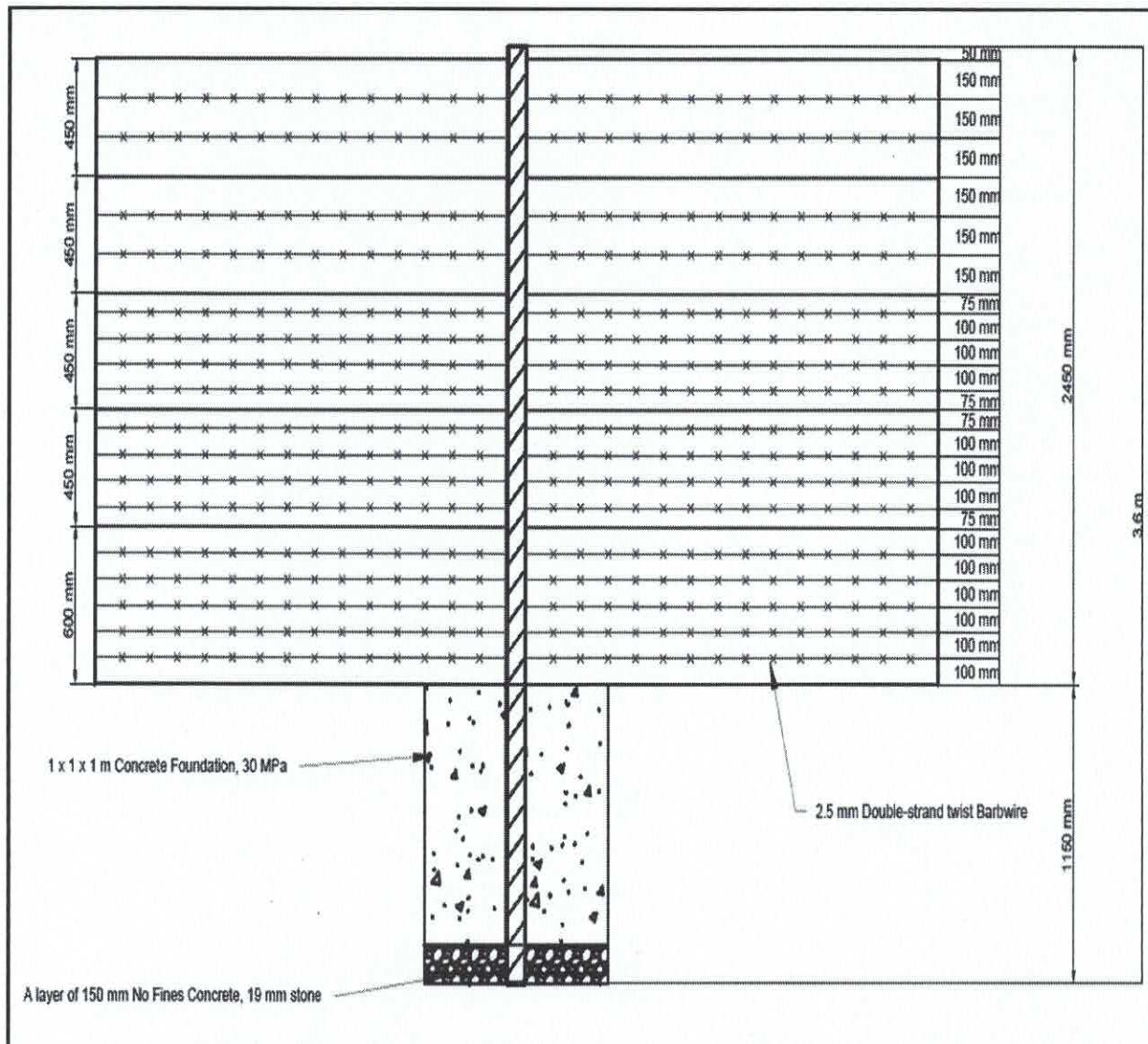
6.1.9 12mm Stay Wire Configuration

Figure 6 shows a typical cable fence configuration. A fence like this is much stronger than a normal fence and can withstand substantial damage by animals. The configuration for the cables not adjacent to a River, from ground level, is as follows: 0.8m, 1.5m, 1.95m, and 2.4m. This configuration will still be used where the fence is not adjacent to a River or water body where game is prone to damaging the fence.

Wherever the fence is adjacent to a River and there is a possibility of game damaging the fence at a low height, an extra 12mm stay wire cable will be incorporated into the fence configuration in Figure 6 below. This additional cable will perform the task to secure the fence line from game damaging the fence at a low height.

Then the configuration for the stay wire, from ground level, will be as follows: 0.6m, 1.05m, 1.5m, 1.95m and 2.4m.

Figure 6: Strand configuration for River front fence



The electric fencing must consist of five double BMB live /earth offset brackets and one single short offset bracket on the inside. A steel tripwire, similar to the electric fence to be erected on 600mm long Y-standards, 200mm above ground level and 600mm from the mesh fence on the inside of the reserve



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Lightly galvanised high strain steel wire conductors with a dia. of not less than 2,24mm, as specified by department (LEDET).

Spacing of the offset brackets is to be in accordance with figure 7 as follows:

- The bottom BMB double 250mm offset live/earth to be installed at 100mm above ground level on the inside.
- A double BMB live/earth 250mm offset bracket attached at 500mm above ground level (inside).
- A double BMB live/earth 250mm offset bracket attached at 900mm above ground level (inside)
- A single 250mm offset bracket (live) to be attached at 1300mm above ground level (inside).
- A double BMB live/earth 250mm offset bracket attached at 1500mm above ground level (inside)
- A double BMB live/earth 450mm offset bracket attached at 2000mm above ground level (inside).
- Earthed trip wire: 200mm above ground level with a dedicated earth 100mm above ground level attached to Y-standard pegs 600mm long at 2,5m intervals.

All insulators must be fire and UV resistant carry a 10-year guarantee. Large GFT type bobbins to be used.

Straining points of the electrical wires at least every 250 meters with the offset brackets spaced every 10 meters starting one meter from the straining point.

The electric fence to be wired in parallel.

Heavy duty knife edge type cut out switches to be fitted every 500m, and at gates.

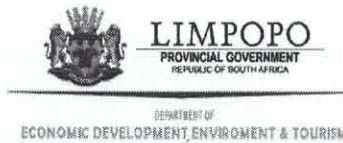
Solid hot dipped galvanised line clamps to be used.

Only energisers that produce a cyclic wave pulse to department approval to be supplied. The energisers must carry a three-year warranty.

In the event that battery/solar units are required, only 96 Amp hr or higher deep cycle batteries and regulators as well 75W solar panels on corrosion proof stands must be supplied.

The energiser is to power not more than 10 kilometres. The positioning of the energiser will be indicated to the Contractor. Energiser to be installed in the centre of the 10 kilometre section of fence to reduce resistance if possible.

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The electrified fence to have a minimum output voltage of not less than 6000 volts measured at the end of the fence.

Lightening protection on the fence and at solar point to be fitted.

Particular attention to be given to the correct earthing of the unit and fence.

Contractor to supply two digital voltmeters to the Reserve Manager on the project. Three-year warranty.

Contractor to supply one "Electric Fence Power Probe" faultfinder to the Reserve Manager on the project.

Sufficient warning signs to safeguard Makuya against prosecution have to be erected by the Contractor.

On completion the contract the Contractor will train the Nature Reserve staff on the basic principles of power fencing and fault finding.

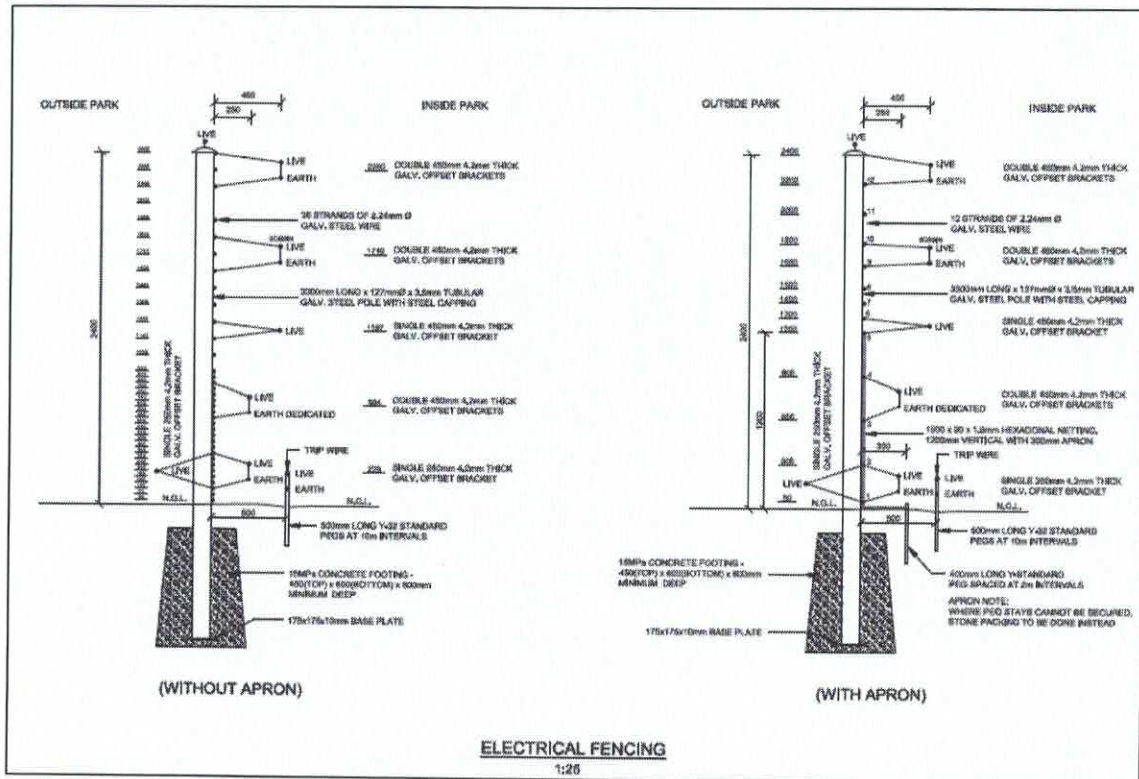


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Figure 7: Electrical Fencing



7. Material properties

7.1 Posts

Straining posts, and Corner posts, will be constructed with I- beams (305 x 102 x 25kg/m) to specifications as shown in figure 4,5,6, and 7

7.1.1	To fit the specific needs is essential that the material must comply with SANS 1062 (S.A.B.S.-0162) Structural use of Steel and SANS 1431 For Weld able Structural Steel.
7.1.2	All I-sections must have a minimum length of 3.6 m with a tolerance of +0.02 m and -0.0 m.
7.1.3	No units will be accepted with flame cut edges
7.1.4	I-sections must be hot rolled with a minimum tensile strength of 450 MPa.
7.1.5	I-section with dimensions 305mm X 102mm X 25kg/m X 3600mm must comply to the specifications set by "The South African Institute of Steel Construction".
7.1.6	All I-sections must be of Grade 300W weld able structural steel with minimum yield strength of 450 MPa.
7.1.7	The I-sections (Structural Steel) must comply with SANS 1062 and SANS 1431.

7.2 Concrete

Concrete will consist of River sand, 19mm crushed stone, water and 42.5Mpa SABS approved Portland cement mixed proportionally to specification. Concrete mix must have a strength of 30Mpa after 21days curing. All posts will be concreted into the ground to specifications as shown in figure 4,5,6 and 7.



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7.3 Cement

7.3.1	Portland Cement must be of type CEM I 42,5N or R or CEM II 42,5N or R.
7.3.2	Portland Cement must comply to SANS 50197-1.
7.3.3	Portland Cement in 50kg bags must bear the SABS mark.
7.3.4	The single unit for measurement is a 50 kg bag.
7.3.5	Portland Cement bags should be on pallettes and plastic wrapped, on delivery.
7.3.6	Portland Cement bags must be marked with the date of production.
7.3.7	On delivery of the product the production date indicated on the bag must not exceed 30 calendar days.
7.3.8	Items must be delivered in a good condition. Damaged items will not be accepted and must be replaced at the bidder's own cost.

7.4 Barbed wire

7.4.1	To fit the specific needs, it is essential that the material must comply with S.A.N.S 675 published by THE SOUTH AFRICAN NATIONAL STANDARDS.
7.4.2	All Barbed wire must be double-strand unidirectional twist pattern. 3.05mm - 3.5mm in diameter
7.4.3	The Barbed wire must be made from fully galvanized, mild steel line wires with tensile strength between 350 and 575 MPa according to S.A.N.S 675.
7.4.4	The nominal diameter of the fully galvanized line wire must be 2.0 mm $\pm$ 0.08 mm.
7.4.5	The minimum mass of zinc coating per unit area of the line wire must be 260 g/m ² with approximate equivalent average thickness 36 mm.
7.4.6	The nominal diameter of the fully galvanized wire used for the barbs must be at least 1.7 mm
7.4.7	The wire used for barbs must be of the mild steel with a tensile strength 350 – 575 MPa according to S.A.B.S. 675.
7.4.8	The minimum mass of zinc coating per unit area of the wire used for barbs must be 230 g/m ² with approximate equivalent average thickness 32 mm.
7.4.9	Each barb unit must be formed by so wrapping the barbs round the line wires that the four barbs are approximately 90° apart in a plane at right angles to the axis of the line wires, and that the barbs are attached to the line wires in such a manner that, during normal usage, the unit will not move out of its original position by more than 2 mm, as specified in S.A.B.S 675.
7.4.10	The barbs must project a distance of 12.5 mm $\pm$ 2.5 mm from the axis of the line wires and the barbs ends must be cut at an angle not exceeding 35° to the barb axis.
7.4.11	The spacing between the barbs units must be 150 mm. The average distance between the barb units must not exceed the above-specified value by more than 10% and the distance between any adjacent units must not exceed the above-specified value by more than 20mm.
7.4.12	Barbed wire must be wound smoothly and uniformly either onto reels or into coils, each reel or coil containing 50kg of wire. Each reel or coil must be labelled according to S.A.B.S. 675. The barbed wire on a reel or in a coil must consist of one piece. Each coil must be securely bound in at least three places
7.4.13	Item must bear the manufacturer's mark (tag) indicating that it is a fully galvanized product.

7.5 Stay wire

7.5.1	To fit the specific needs it is essential that the material must comply with ISO 2408 published by THE SOUTH AFRICAN NATIONAL STANDARDS
7.5.2	The stay wire cable must have a minimum diameter of 12 mm with - 0 % and + 5 % tolerance.
7.5.3	The Stay wire must have a configuration of 7strands X 4mm in accordance with bsl 183:1972
7.5.4	The type of lay must be RH (Right Hand)
7.5.5	The stay wire tensile grade must be 1100 MPa
7.5.6	The Stay wire must have a wire finish : HDGAL (Hot Dipped Galvanized)
7.5.7	The Stay wire must have a minimum weight of 0.7095 kg/m.
7.5.8	The breaking force of the Stay wire shall not be less than 96.76 Kn

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7.5.9 A Certification of compliance with ISO 2408 must accompany each roll (610m) of Stay wire.

7.6 Binding wire

7.6.1	To fit the specific needs it is essential that the material must comply with S.A.B.S 675 published by THE SOUTH AFRICAN NATIONAL STANDARDS.
7.6.2	The binding wire must be made from fully galvanized, mild steel line wires with tensile strength between 350 and 575 MPa according to S.A.B.S 675.
7.6.3	The nominal diameter of the fully galvanized binding wire must be 2.0 mm $\pm$ 0.08 mm.
7.6.4	The minimum mass of zinc coating per unit area of the line wire must be 260 g/m ² with approximate equivalent average thickness 36 mm.
7.6.5	Joints may be made if the joints are at least as strong as the un-jointed wire and there are not more than One joint per 50 kg reel or coil of wire, provided that the shorter piece has a mass of at least 10 kg.
7.6.6	Each reel or coil must be labelled according to S.A.B.S. 675.
7.6.7	Each reel or coil must be securely bound in at least three places
7.6.8	Item must bear the certification mark (tag) and information about the implementation of quality control or testing during manufacture.
7.6.9	Item must bear the manufacturer's mark (tag) indicating that it is a fully galvanized.

7.7 Y-Standards

7.7.1	To fit the specific needs it is essential that the material must comply with CKS 82 "Steel posts, stays, standards, and droppers for strained wire fences" as published by THE SOUTH AFRICAN NATIONAL STANDARDS.
7.7.2	The minimum length of the Y-Standard must be 3.05 m.
7.7.3	Y-Standard must have a mass between 2.0 and 2.5 kg/m.
7.7.4	All Y- Standards must be mild steel of a good commercial quality in compliance to CKS 82.
7.7.5	The strength of all Y-Standards must comply with CKS 82: e.g. a Y-standard subjected to a bending moment of 1150 Nm should show no signs of cracks and buckling, and the permanent deformation shall not exceed 5 mm.
7.7.6	Y-standards must have a bitumen coating.

7.8 Steel Droppers

7.8.1	To fit the specific needs it is essential that the material must comply with SABS 457-3 published by THE SOUTH AFRICAN NATIONAL STANDARDS.
7.8.2	The minimum length of the unit shall be 2.45 m with a + 5 % tolerance.
7.8.3	The bottom diameter of the unit shall be a minimum of 50 mm
7.8.4	The top diameter of the unit shall be a minimum of 32 mm.
7.8.5	The moisture content of units before treatment shall be in accordance with SABS 457-3.
7.8.6	Treatment of the unit shall be done with creosote in accordance with SABS 05 and SABS 835 and have a minimum average net retention of 130 kg/m ³ .
7.8.7	Shaping, cutting to size, removal of bark and branches shall be carried out before treatment.
7.8.8	The minimum penetration of the treatment on any section of the unit shall be 10 mm.
7.8.9	Defects on the unit shall comply with SABS 457-3 page 11, table 2 for electrified fencing poles and shall not exceed a combination of the appropriate maximums as stipulated in table 2.
7.8.10	All units shall be free from bark.
7.8.11	Both ends of units shall be cut square (to within 15 %) to their longitudinal axis.
7.8.12	All units must be marked according to SABS 457-3.
7.8.13	All units must have a hazard class H3 or higher according to SABS 457-3, Table 4.



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7.9 Line posts

7.9.1	Bidders must be able to supply, deliver and offload 219mm Ø X 3.6m plain steel Tubular steel with a wall thickness of 3.5mm
7.9.2	All tubular steel must have a minimum length of 3.6m with a tolerance of +0.02m.
7.9.3	The Tubular steel shall be supplied in 3.6 meters lengths of straight solid Tubular steel. Oval or bent tubes will not be acceptable.
7.9.4	The line post can be fabricated from 6m Tubular steel and may have continues welded joints.
7.9.5	Plain tubular steel must adhere to the following: a) 18.6kg (per meter) with a 0.1 kg tolerance b) 219mm (outside diameter) c) 3.5mm (wall thickness)

7.10 Stays

7.10.1	Bidders must be able to deliver, supply and offload 140mm outside(Ø) X3.6m plain tubular steel with a wall thickness of 4 - 4.5mm (also known as 5" borehole casing).
7.10.2	All 140mm outside diameter (known as 5" borehole casing) plain tubular steel must have a minimum length of 3.6m with a tolerance of +0.02m.
7.10.3	The plain tubular steel shall be supplied in 6-metre lengths of straight sections. Oval or bent sections will not be acceptable.
7.10.4	The stays can be fabricated from 6m plain tubular steel and may have continues welded joints.
7.10.5	Plain tubular steel must adhere to the following: a) 13.39 - 15kg (per metre) with a 0.1kg tolerance b) 140mm (outside diameter) c) 4 – 4.5mm (wall thickness)

8. River crossings

A river crossing refers to the specialized engineering required to maintain a secure boundary where the fence line must intersect a river, stream, or flood-prone gully. Maintaining an electric fence across a moving body of water is notoriously challenging because water and electricity do not mix, and seasonal floods can destroy standard fencing materials.

To solve this, game reserves use three primary crossing methods:

8.1 Electrified Flood Gates

A cable is suspended across the river, and hanging, electrified chains or wires are dangled down to just above the normal water level. Animals are deterred by the electrified chains. During a flood, the chains swing or part to let branches and debris pass without breaking the fence circuit.

8.2 Floating Fences

Ideal for rivers with slowly rising and falling water levels. These utilize buoys or floats to ensure the electrified section of the fence rises and lowers along with the water surface, maintaining a continuous barrier.



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8.3 Sacrificial Fences

Often used in areas prone to flash floods. They feature controllers that cut the power to the submerged sections of the fence to prevent the whole system from short-circuiting. If a major flood occurs, the sacrificial section is designed to wash away easily, allowing debris through while preserving the integrity of the main, non-flooded perimeter fencing.

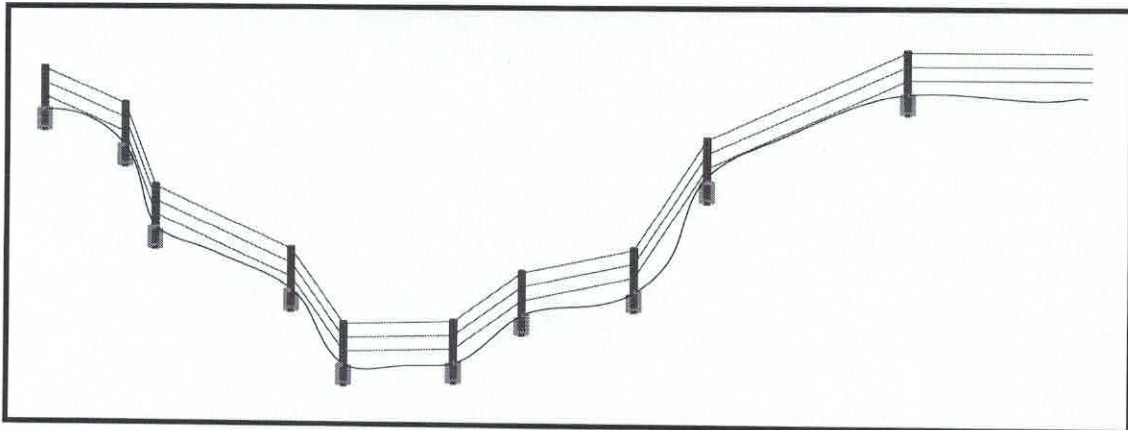
9. Drainage lines

A drainage line is usually where runoff water accumulates and over a period of time forms a natural depression in the soil structure or where the soil is more erodible forms a donga. Drainage lines are usually much smaller than river crossings and can be easily secured with sacrificial cladding between posts such as mesh, wires, or netting.

10. Uneven terrain

If the terrain is very uneven the straining posts spacing should decrease to ensure that the fence follow the terrain. Figure 8 below shows how a drainage line, valley or ravine could be secured with a fence.

Figure 8: Electrified fencing uneven terrain





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11. Construction of the fence

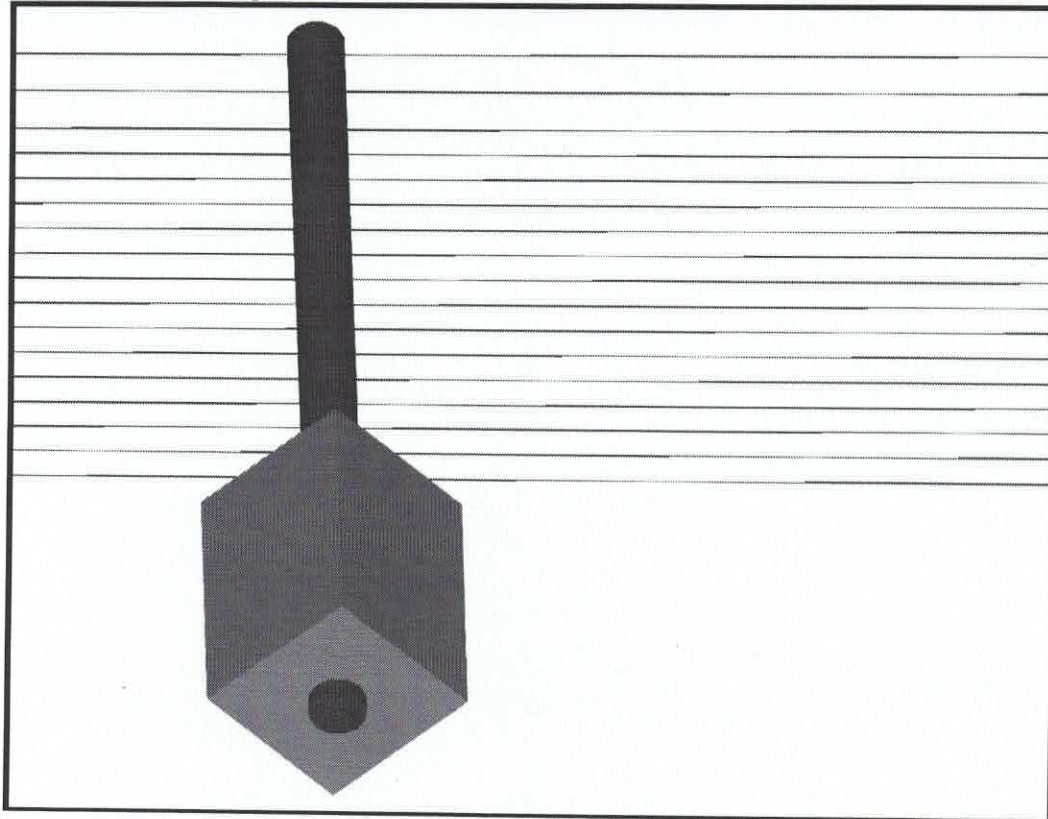
11.1 Pegging out of fence

Fences must follow a straight line between straining posts and/or corner or gate posts. It is essential that the fence alignment be pegged out before construction workers start erecting the fence.

11.2 Planting of poles

When the poles are planted it is important to allow the pole to go through the concrete thus leaving adequate space to ensure sufficient drainage for the pole. Figure 9 illustrates the concept.

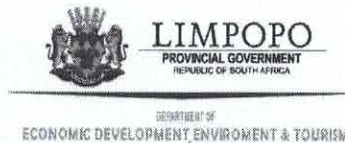
Figure 9: Pole drainage



The concrete has to set and cure for at least 7 days before the poles can be strained. If the poles are strained before the concrete has set properly the concrete block will crack thus reducing the bondage between the pole and its foundation.

11.3 Unrolling of wires

Two men can unroll a reel of barbed wire by placing a rod through the centre of the reel and letting it unroll as they walk down the fence line. Two or more reels can be unrolled simultaneously by placing them on a rod mounted on the back of a truck or trailer or on the three-point hitch of a tractor and driving along the fence line. Plain wire is usually uncoiled from the coil, which can be carried in the back of a vehicle. There are also horizontal reels in which the coil plain wire is placed and which will allow the wire to unroll instead of uncoiling, thus making the wire easier to handle.



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11.4 Straining of wires

The bottom wire of the fence is stretched first between straining posts and serves as a guideline for the standards (intermediate poles) to be positioned.

The standards are now set at the required distances using the bottom wire as a guideline. To ensure that the bottom wire is exactly on line, it is recommended that a temporary post be placed in line halfway between the straining posts as a check.

The top wire is stretched next, followed by the second from the bottom, the second from top etc. It is also possible to stretch two wires simultaneously, in which case two wires at the top and two at the bottom are stretched successively.

The wires are stretched by fastening one end to one straining post by means of two to three turns round the post.

11.5 Fitting of wires

11.5.1 Wire tension

The tension in the individual wire strands of a fence determines to a large extent whether a fence will be stock-proof or not. Also, a fence will not be more stock-proof than the tension allowed in its slackest wires. Even if the wires in a fence originally has the "correct" tension, a lot of the tension may be lost within a short time after the straining posts have settled or due to the wire joints that are pulling tight etc. If the initial tension in a wire strand is too high, the wire may snap during cold weather.

A tension of 1,5 Kn (kilo Newton) per wire is considered to be a good working stress after the initial adaptation of the fence has taken place. In order to ensure this, the wires should be strained a bit more initially but the tension should not exceed 2,0 kN. It is also recommended that the tension in the individual wire strands be tested a few days after erection and re-strained if necessary.

11.5.2 Stretching and fastening of wires

There are several types of wire strainers. The types with parrot type jaws are not suitable for aluminium wire as they will cut into the wire. Strainers which have knurled wheel grippers must be used for aluminium wire.

The procedure that is applicable to any strainer is as follows: The wire, which has already been fastened to the preceding straining post, is pulled as tightly as possible manually. The sling of the strainer is put round the straining post at a position that is slightly lower than the height of the wire. The wire is then held by the grippers of the strainer and stretched to the required tension. The wire is then cut, leaving sufficient length to go twice round the straining post with an additional length for twisting onto itself. The wire is then tied to the straining post and the strainer is uncoupled.

11.6 Joining, splicing and tying of wires

Different methods of joining and tying wires are shown in Figure 10. Usually, no difficulty is encountered when joining mild steel wire; however, it is difficult to join high strain steel wire because of its elasticity. It may also obtain weak places that snap during cold weather if bent sharply. The twist joint or the eye joint is recommended for high strain wire. Woven wire can be easily spliced by means of twist joints.



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Figure 10: Wire knots

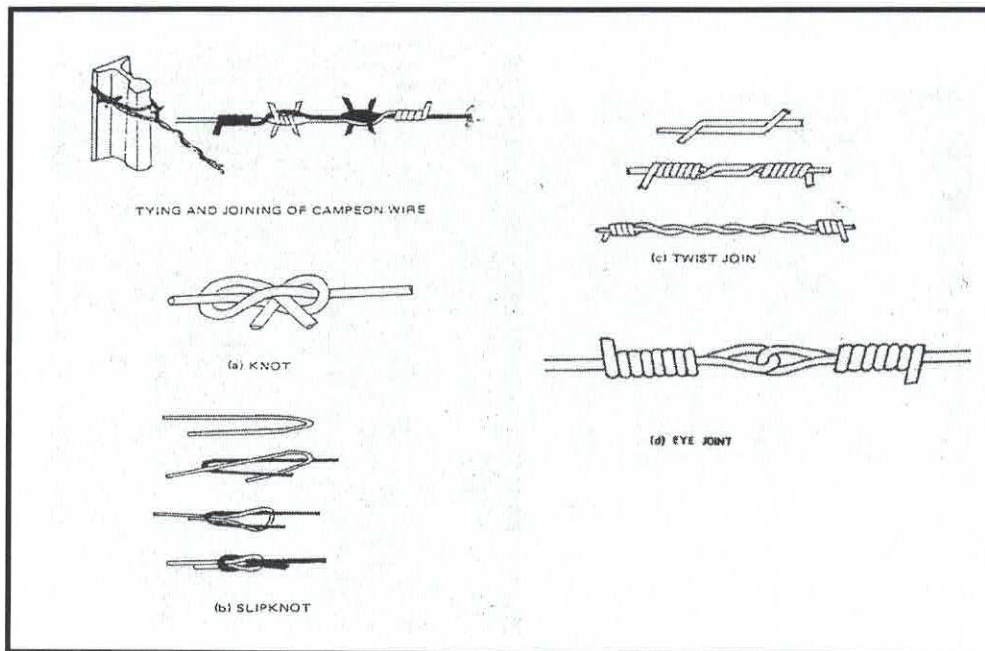
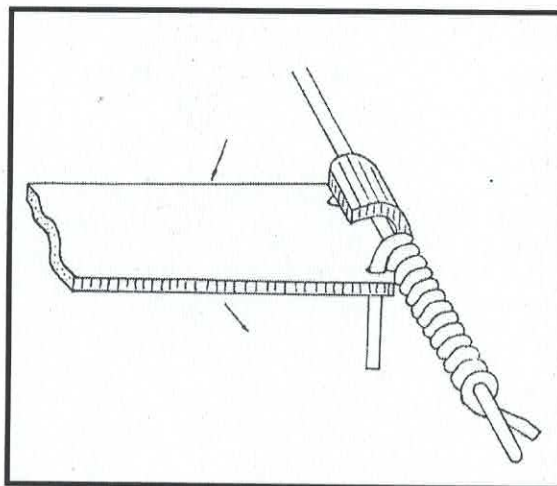


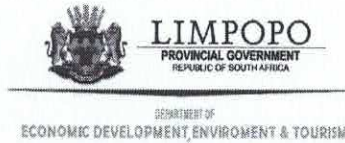
Figure 11: show a wire twisting device that can be used to make some of the twisted joints.



12. Removal of fences / Clearance of fence site

Sometimes the fences have to be removed for various reasons. When removing the fence one should try to salvage as much of the used materials as possible. Usable wire can be rolled on to drums. A small bolt cutter is more suitable to cut the wire ties than pliers.

Removing standards and posts may be a problem. Devices which ram the standards out of the soil can be used or manufactured. The three-point hitch of a tractor can be used to pull out standards. Standards



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can also be pulled out by levers mounted on pedestals. Often there is no alternative other than to dig out the posts, especially timber posts.

13. Safety precautions for site workers

The following safety precautions must be adhered to when breaking up fences:

- 11.6.1 It is the responsibility of the supervisor that the construction teams are aware of all health and safety procedures and policies. All construction sites must have an updated set of policies and procedures regarding safety and health. Contractors and personnel without the required Personnel Protective Equipment (PPE) must not be allowed on site. Specifications mentioned in the SABS 1200 series must be complied with. The following regulations must be strictly adhered to in order to ensure worker safety:
- 11.6.2 Minimum wearing apparel – All site workers involved in the construction and removal of fences will wear as a minimum protection the following: full length pants and short sleeve shirt or t-shirt. Cutoffs, tank tops, or modified shirts, etc., are not acceptable wearing apparel.
- 11.6.3 Foot protection – All site workers must wear safety boots to protect their feet and ankles.
- 11.6.4 Eye protection – Workers must wear protective goggles or protective spectacles.
- 11.6.5 Skin protection – Workers must wear protective gloves.
- 11.6.6 Barbed wire must be unroll and not pulled off the end of the reel.
- 11.6.7 When straining barbed wire, plain wire or woven-wire, the site worker must stand on the opposite side (from the wire) of the post.
- 11.6.8 When handling treated posts, site workers should not rub hands or gloves on their face or skin, as some people are allergic to preservatives.
- 11.6.9 A basic medical kit must be available on site.



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PART C3.2: EPWP SCOPE / SPECIFICATION



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THE EXPANDED PUBLIC WORKS PROGRAMME – PARTICULAR SPECIFICATION

1. EPWP Special Project Specification

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

2. Requirement for Sourcing and engagement of Labour

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The applicable standard rate for the LEDET of pay set for the EPWP is R 150 per task per day for general labourers. The rate for skilled will be determined by the contractor, however, in line with the ministerial determination.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- c) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby, and is expected to appoint a minimum of 100 EPWP Beneficiaries inclusive of applicable skills over the contract period. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

3. Employment demographics

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.



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PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER
FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026**

14. SANS 1914-5

https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.gov.za/sites/default/files/gcis_document/201409/25656a0.pdf&ved=2ahUKEwjA29Lj_PyMAxWDZ0EAHfgSBdUQFnoECAkQAQ&usg=AOvVaw3RoDVbrwtN7Tffo0fngTbQ



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15. Sample Project Nameboard



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FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026

30	985	30
30		
570		
30		
125	CONTRACT NO:	
75	PROJECT NAME	
200		
30	CONSULTING ENGINEER	NTSAKO TIYANI AND ASSOCIATES
	CONTRACTOR A	CONTRACTOR A
	CONTRACTOR B	CONTRACTOR B
	CONTRACTOR C	CONTRACTOR C
1380	CONTRACTOR D	CONTRACTOR D
	CONTRACTOR E	CONTRACTOR E
	CONTRACTOR F	CONTRACTOR F
	CONTRACT DURATION	
400	FINANCIERS: EXPANDED PUBLIC WORKS PROGRAMME INTEGRATED GRANT URBAN SETTLEMENTS DEVELOPMENT	
30		
420	  	



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SUPPLY, INSTALL, TEST AND COMMISSION 72 KILOMETRES OF ELECTRIFIED ELEPHANT-PROOF PERIMETER FENCE AT MAKUYA NATURE RESERVE – VHEMBE DISTRICT. TENDER NO.: EDET 326 / 2026

PART C4 SITE INFORMATION

1. Site Location and Access

Resort Name: Makuya Nature Reserve

District: Vhembe

Local Municipality: Thulamela

Main Entrance Coordinates: 30° 58' 10.58"E and 22° 29' 18.77"S

Reserve Core Coordinates: 31° 01' 37.4"E and 22° 29' 56.6"S

1.1. Map



The new electrified Elephant-Proof fence will cover the red marked boundaries.

2. Site visit (briefing session)

- Bidders are required to attend compulsory two-day site visit, wherein game drive vehicles will be arranged and also the time allocations as detailed below:
 - On the 14 -15 September 2026
 - First day registration starts at 10h30 and departure at 11h00, travelling to the northern part of Makuya Nature Reserve
 - Second day will start at 09h00 going to the areas not covered in day 1
 - Alternate representative per prospective bidder will not be allowed, it will be a disqualification should that happen.

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

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

Js General Conditions of Contract (revised July 2010)