

## PART A INVITATION TO BID

|                                                                                                                                                                                                                     |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                    |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| BID NUMBER:                                                                                                                                                                                                         | EDET 302/2024                                                                                                                                  | CLOSING DATE: | 26 AUGUST 2024                                                                                                                                                            | CLOSING TIME:                 | 11h00                                                    |
| DESCRIPTION                                                                                                                                                                                                         | APPOINTMENT OF SERVICE PROVIDER TO DO ANNUAL VELD CONDITION ASSESSMENTS ON STATE OWNED- AND MANAGED RESERVES FOR THE PERIOD OF THREE (3) YEARS |               |                                                                                                                                                                           |                               |                                                          |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)                                                                                                                                 |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| LIMPOPO ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM                                                                                                                                                               |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| 19 BICCARD STREET                                                                                                                                                                                                   |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| POLOKWANE                                                                                                                                                                                                           |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| 0699                                                                                                                                                                                                                |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO                                                                                                                                                                      |                                                                                                                                                |               | TECHNICAL ENQUIRIES MAY BE DIRECTED TO:                                                                                                                                   |                               |                                                          |
| CONTACT PERSON                                                                                                                                                                                                      | MS MAKHUBELE VM                                                                                                                                |               | CONTACT PERSON                                                                                                                                                            | MR BLIGNAUT CJ                |                                                          |
| TELEPHONE NUMBER                                                                                                                                                                                                    | 015 293 8852 / 083 649 0624                                                                                                                    |               | TELEPHONE NUMBER                                                                                                                                                          | 015 290 7165 / 082 442 8877   |                                                          |
| FACSIMILE NUMBER                                                                                                                                                                                                    |                                                                                                                                                |               | FACSIMILE NUMBER                                                                                                                                                          |                               |                                                          |
| E-MAIL ADDRESS                                                                                                                                                                                                      | MakhubeleVM@ledet.gov.za                                                                                                                       |               | E-MAIL ADDRESS                                                                                                                                                            | BlignautCJ@ledet.gov.za       |                                                          |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                         |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| NAME OF BIDDER                                                                                                                                                                                                      |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| POSTAL ADDRESS                                                                                                                                                                                                      |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| STREET ADDRESS                                                                                                                                                                                                      |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| TELEPHONE NUMBER                                                                                                                                                                                                    | CODE                                                                                                                                           |               | NUMBER                                                                                                                                                                    |                               |                                                          |
| CELLPHONE NUMBER                                                                                                                                                                                                    |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| FACSIMILE NUMBER                                                                                                                                                                                                    | CODE                                                                                                                                           |               | NUMBER                                                                                                                                                                    |                               |                                                          |
| E-MAIL ADDRESS                                                                                                                                                                                                      |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| VAT REGISTRATION NUMBER                                                                                                                                                                                             |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                          | TAX COMPLIANCE SYSTEM PIN:                                                                                                                     |               | OR                                                                                                                                                                        | CENTRAL SUPPLIER DATABASE No: | MAAA                                                     |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                             |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |                               |                                                          |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                   |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                     |                                                                                                                                                |               |                                                                                                                                                                           |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                           |                                                                                                                                                |               |                                                                                                                                                                           |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                          |                                                                                                                                                |               |                                                                                                                                                                           |                               | <input type="checkbox"/> YES                             |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                               |                                                                                                                                                |               |                                                                                                                                                                           |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                           |                                                                                                                                                |               |                                                                                                                                                                           |                               | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |                                                                                                                                                |               |                                                                                                                                                                           |                               |                                                          |

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.                                                                                                     |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).                                                                                                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                    |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                           |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                        |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                                                                                   |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                             |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                       |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                    |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                  |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

|                       |                              |
|-----------------------|------------------------------|
| NAME OF BIDDER: ..... | BID NO.: EDET 302/2024       |
| CLOSING TIME 11:00    | CLOSING DATE: 26 AUGUST 2024 |

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

| ITEM<br>NO | DESCRIPTION                                                                                                                                          | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
|            | APPOINTMENT OF SERVICE PROVIDER TO DO ANNUAL<br>VELD CONDITION ASSESSMENTS ON STATE OWNED- AND<br>MANAGED RESERVES FOR THE PERIOD OF THREE (3) YEARS | R.....                                                         |

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

|       |        |       |
|-------|--------|-------|
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |

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

|       |        |            |
|-------|--------|------------|
| ..... | R..... | ..... days |
| ..... | R..... | ..... days |
| ..... | R..... | ..... days |
| ..... | R..... | ..... days |

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

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

TOTAL: R.....

Name of Bidder: .....

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

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

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| TOTAL: R.....                         |       |          | .....  |

6. Period required for commencement with project after acceptance of bid .....  
.....
7. Estimated man-days for completion of project .....  
.....
8. Are the rates quoted firm for the full period of contract? \*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

Any enquiries regarding bidding procedures may be directed to the –

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

Or for technical information –

Mr. Blignaut CJ  
Biodiversity Management  
Tel: (015) 290 7165  
Cell: 082 442 8877  
Email: [BlignautCJ@ledet.gov.za](mailto:BlignautCJ@ledet.gov.za)

## 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 interest<sup>1</sup> 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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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## 2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

| 80/20                                                     | or | 90/10                                                     |
|-----------------------------------------------------------|----|-----------------------------------------------------------|
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | 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

#### 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

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

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.)***

***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<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>PREFERENTIAL GOALS</b>                                   |                                        |                                                                                         |                                                                                 |
| <b>HDI'S</b>                                                |                                        |                                                                                         |                                                                                 |
| 1                                                           | Black People                           | 7                                                                                       |                                                                                 |
| 2                                                           | Women                                  | 4                                                                                       |                                                                                 |
| 3                                                           | Persons with disability                | 2                                                                                       |                                                                                 |
| <b>SPECIFIC GOALS</b>                                       |                                        |                                                                                         |                                                                                 |
| 1                                                           | Youth                                  | 4                                                                                       |                                                                                 |
| 2                                                           | Enterprise Located in Limpopo Province | 3                                                                                       |                                                                                 |
| <b>TOTAL</b>                                                |                                        | <b>20</b>                                                                               |                                                                                 |

Tenderers are required to furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct:-

- (a) CSD report and/or CIPC certificate
- (b) Original or Certified Copy of certificate/confirmation of Disability Status.
- (c) Recent Municipal account or Local Authority Letter for confirmation of Local Address (*not older than 3 months*)

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....



**LIMPOPO**

**PROVINCIAL GOVERNMENT**  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

## **TERMS OF REFERENCE**

**APPOINTMENT OF SERVICE PROVIDER TO DO ANNUAL  
VELD CONDITION ASSESSMENTS ON STATE OWNED-  
AND MANAGED RESERVES FOR THE PERIOD OF THREE  
(3) YEARS**

## 1. BACKGROUND

The Department of Economic Development, Environment and Tourism manage and administer 43 nature reserves. A number of State Owned Nature Reserves, hereafter referred to as nature reserves host game populations that require ecological management. Ecological management of game populations not only include the management activities directly linked to the individuals and populations of game but also include the habitat that sustain these animals. Vegetation is a key component of the habitat and it changes continuously as a result of rainfall, climatic variation as well as pressure caused by herbivory and management actions such as planned and accidental fires. Vegetation monitoring on reserves is critical in understanding the habitat, to plan management activities and to measure the impact of such activities.

Tainton (1999) provides an overview of the importance of Veld Condition Assessments:

An assessment of the condition of plant communities constitutes a convenient means of comparing them, as well as of providing a way to quantify and observe spatial and temporal changes within a particular plant community or vegetation type. Whilst man has little control over the influence that climate and soils have on the structure and composition of vegetation, defoliation by fire and grazing or browsing will influence the dynamics of any plant community. Management of any plant community should be governed by a knowledge of its condition relative to its ideal condition. This ideal condition depends on the management objectives of the manager.

The term veld condition is used to describe vegetation in relation to its long-term potential for livestock production. It has been defined as the state of health of the veld in terms of its ecological status, resistance to soil erosion and its potential for producing forage for sustained optimum livestock production (Trollope *et al.*, 1990). Soil loss may be regarded as an absolute measure of the health of grazing lands (Wilson *et al.*, 1984), since it is irreversible except over extremely long periods of time, and results in a reduction in productivity and affect future land use options. Vegetation is usually used to quantify veld condition since it is a more sensitive indicator of ecosystem change and because it is easier to measure than is the soil (Teague & Danckwerts, 1989).

Describing the condition of a sample of veld is meaningful only if it is related to some known standard, however, is complicated by the fact that vegetation varies greatly according to environmental conditions. In practice, any standard should represent veld in its best possible condition for the specific management objectives in an ecological zone, similar to that of the sample being analyzed. This makes it possible to rate all veld within a defined ecological zone against the same standard, such as a benchmark and provides an indication of the state of health of a particular site relative to its potential.

Appendix A explains the concept of Veld Condition Assessment and provides a more detailed explanation of what it entails to do herbaceous- and woody layer assessments.

## **2. OBJECTIVES OF THE PROJECT**

2.1. Tainton (1999), provides three main objectives for assessing veld condition:

2.1.1. To evaluate veld condition relative to its potential in that ecological zone.

2.1.2. To evaluate the effects of current management on veld condition and to monitor changes over time.

2.2. The main objective of a Veld Condition Assessments is to establish an ecological carrying capacity for both the herbaceous- and woody layer, that in turn, can then be used to manage game for both biodiversity- and ecological purposes.

2.3. More specifically, the objectives of the project are:

2.3.1. To conduct an herbaceous layer assessment, at least twice for each relevant Nature Reserve for the duration of this project.

2.3.2. To conduct a woody layer assessment, at least once for each relevant Nature Reserve for the duration of this project.

## **3. DATA AND INFORMATION REQUIREMENTS**

### **3.1. UNDERLYING ASSUMPTIONS AND REQUIREMENTS**

3.1.1. The ecologist, responsible for Veld Condition Assessments must be registered as a Professional Natural Scientist, in the field of Ecological Science as stipulated in Paragraph 20 of the Natural Scientific Professions Act (SA, 2003).

3.1.2. All methods of data collection, analysis and interpretation must be done according to an acceptable scientific methodology.

3.1.3. Scientific methodology must be referenced and described.

3.1.4. Each portion of a Nature Reserve (for example: Percy Fyfe: Roan Camp) must be assessed as a stand-alone unit. In this document, unless specified otherwise, Nature Reserves are referred to by their name, without making mention to the specific portion.

3.1.5. A "Unit" referred to in this document could mean any of the following, depending on how the Nature Reserve is portioned and/or described:

a. Plant communities

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- b. Management units
- c. Veld types as described by Mucina and Rutherford (2006).
- d. Portion or section of a Nature Reserve.
- e. The whole Nature Reserve.

### 3.2. VELD CONDITION ASSESSMENT

A Veld Condition Assessment is required for each Nature Reserve that must include:

- 3.2.1. Herbaceous layer assessment: Subsection 3.3
- 3.2.2. Woody layer assessment: Subsection 3.4

### 3.3. HERBACEOUS LAYER ASSESSMENT

#### 3.3.1. DATA COLLECTION REQUIREMENTS FOR EACH SURVEY PLOT

3.3.1.1. Data collection of the herbaceous layer must be conducted from within survey plots. The requirements of survey plots are detailed under Subsection 3.5.

3.3.1.2. The point sample (step-point) method must be used to collect data of the herbaceous-layer. The point sample technique is described under Appendix A (Subsection 2.1).

3.3.1.3. The following data, of the herbaceous layer, must be collected:

- a. Herbaceous species-composition (Point 3.3.1.4).
- b. Bare-ground recordings (Point 3.3.1.5).
- c. The percentage basal- and canopy strikes of herbaceous plants (Point 3.3.1.6).
- d. Disk Pasture Meter recordings of the herbaceous-biomass (Point 3.3.1.7).

3.3.1.4. Herbaceous species composition: Must be provided for each recording that includes:

- a. Grass species recorded, including the scientific names of the species.
- b. The total number of forbs and sedges recorded, as a proportion to the total number of recordings. Species identification is not required for forbs or sedges.

3.3.1.5. Bare ground: If the nearest herbaceous plant is further than 300 millimeters (mm) from the point sample recording, then the recording must be recorded as "Bare Ground". The number of "Bare Ground" recordings must be provided as a proportion of the total number of recordings.

3.3.1.6. Basal- and canopy strikes: The basal- and canopy strikes on herbaceous-plants must be recorded at each point- sample. The number of basal- and canopy strikes on herbaceous plants must be provided as a proportion of the total number of recordings. Basal- and canopy strikes are described under Appendix A (Subsection 2.1).

3.3.1.7. Disk Pasture Meter recordings:

- a. Must be recorded in centimeters for each point sample recording.
- b. The minimum number of Disk Pasture Meter recordings must be 20 % of the number of point sample recordings within each survey plot: (Example: If there are five hundred (500) point sample recordings, then there must be one hundred (100) Disk Pasture Meter Recordings ( $500 \times 0.20 = 100$ )).

3.3.1.8. The minimum number of point sample recordings for each survey plot, must be:

- a. Five hundred (500) point sample recordings, if the herbaceous-crown cover is estimated to be less than 10 %.
- b. Two hundred (200) point sample recordings, if the herbaceous-crown cover is estimated to be more than 10 % and less than 30 %.
- c. One hundred (100) point sample recordings, if the herbaceous crown cover is estimated to be more than 30 %.

### 3.3.2. DATA AND INFORMATION REQUIREMENTS FOR EACH UNIT

3.3.2.1. For each Nature Reserve, survey plots must be grouped into the Units, identified for that Nature Reserve. The sizes of each respective Unit are provided under Subsection 4.1 (Point 4.1.3; Table 2). The location of each respective Unit will be provided in a map to the appointed service provider.

3.3.2.2. The data from the survey plots must be combined, analyzed and presented for each Unit, as detailed under point 3.3.2.5.

3.3.2.3. For each Unit, the following are required:

- a. The representation of the ecological groups of herbaceous species, as a proportion of the total, according to the Ecological Index Method. The Ecological Index Method is described under Appendix A (Subsection 2.2).
- b. A Veld Condition Index Score for the herbaceous layer, according to the Ecological Index Method.



- c. The proportion of strikes that are basal- and crown cover strikes.
- d. Herbaceous biomass expressed in kilograms per hectare (kg/ha).
- e. Herbaceous Carrying Capacity, that complies with the requirements as stipulated under Subsection 3.3.3 for each Unit.
- f. Topography Index: An index of accessibility or the degree of accessibility of a particular plant community (in this case Unit) to plains wildlife on a scale of 0.1 – 1.0, with 0.1 being totally inaccessible terrain and 1.0 being fully accessible terrain (van Rooyen & Bothma, 2016).
- g. Fire Index: An index on a scale of 0.8 – 1.0, with 0.8 being the occurrence of recent fire and 1.0 being the absence of it (van Rooyen & Bothma, 2016).

### 3.3.3. HERBACEOUS CARRYING CAPACITY

3.3.3.1. The Herbaceous Carrying Capacity must be calculated by using all the following methods:

- a. The Combined Veld Condition and Rainfall Method (Danckwerts, 1989).
- b. The Herbaceous Phytomass Method (Moore & Odendaal, 1987).
- b. The Rainfall and Large Herbivore Biomass Method (Coe et al. 1976).
- c. The Grazer Unit Method (van Rooyen & Bothma, 2016).

3.3.3.2. The Herbaceous Carrying Capacity must be provided in:

- a. Hectares per Large Stock Unit (LSU) (ha/LSU) and;
- b. Hectares per Grazer Unit (GU) (ha/GU).

## 3.4. WOODY LAYER ASSESSMENT

### 3.4.1. DATA COLLECTION REQUIREMENTS FOR EACH SURVEY PLOT

3.4.1.1. For each Nature Reserve, survey plots must be grouped into the Units identified for that Nature Reserve. The sizes of each respective Unit are provided under Subsection 4.1 (Point 4.1.3; Table 2). The location of each respective Unit will be provided in a map to the appointed service provider.

3.4.1.2. The Belt Transect Method must be used to sample data of the woody layer. The Belt Transect Method is described under Appendix A (Subsection 3.2).

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3.4.1.3. The following data, of the woody layer, must be collected within a Belt Transect:

- a. Woody species composition as detailed under point 3.4.1.4.
- b. The density of the woody plants in plants per hectare as detailed under point 3.4.1.5.
- c. The dimensions of each woody plant recorded as detailed under point 3.4.1.6.

3.4.1.4. The woody species composition must be provided, for each recording in the belt transect. This must include the:

- a. Scientific- and English name of the tree species.
- b. The frequency for each species recorded.

3.4.1.5. The density of the woody plants, in plants per hectare (ha) (p/ha), must be provided for the following height classes:

- a. Below two (2) meters (m) ( $< 2$  m).
- b. Two (2) meters (m) to five (5) meters (m) (2 – 5 m).
- c. Taller than five (5) meters (m) ( $> 5$  m).

3.4.1.6. The following dimensions of each woody plant must be recorded in meters:

- a. Plant height (A)
- b. Height of maximum canopy diameter (B)
- c. Height of minimum canopy diameter (C)
- d. Maximum canopy diameter (D 1)
- e. Canopy diameter perpendicular to the maximum canopy diameter (D1) (D 2).
- f. Minimum canopy diameter (E 1).
- g. Canopy diameter perpendicular to the minimum canopy diameter (E 1) (E 2).

#### 3.4.2. DATA AND INFORMATION REQUIREMENTS FOR EACH UNIT

3.4.2.1 For each Nature Reserve, survey plots must be grouped into the Unit it resorts within. Units are described under Subsection 3.1, point 3.1.5.

3.4.2.4 The data from the survey plots must be combined, analyzed and presented for each Unit, as detailed under point 3.4.2.5.

3.4.2.5 For each Unit, the following are required:

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- a. Woody species composition that includes:
  - i. Scientific- and English names for each species.
  - ii. The proportion of representation for each species.
- b. The density of woody plants, in plants per hectare (p/ha) for the following height classes:
  - i. Below two (2) meters (m) ( $< 2$  m).
  - ii. Two (2) meters (m) to five (5) meters (m) (2 – 5 m).
  - iii. Taller than five (5) meters (m) ( $> 5$  m).
- e. The Browsing Carrying Capacity, that complies with the requirements as stipulated under Subsection 3.4.3. must be calculated for each Unit.

### 3.4.3. BROWSING CARRYING CAPACITY

- 3.4.3.1. The Biomass Estimates from the Canopy Volume (BECVOL) Method must be used to calculate the Browsing Carrying Capacity for each Unit.
- 3.4.3.2. A Potential Browsing Carrying Capacity must be calculated for the following height classes:
  - a. Below two (2) meters (m) ( $< 2$  m) (or 0 – 2 m).
  - b. Two (2) meters (m) to five (5) meters (m) (2 – 5 m).
  - c. From zero (0) to five meters (m) (0 – 5 m).
- 3.4.3.3. From the Potential Browsing Carrying Capacity, an Available Browsing Carrying Capacity must be calculated for each of the height classes listed under point 3.4.3.2.
- 3.4.3.4. In calculating the Available Browsing Carrying Capacity, the following exclusions must be done:
  - a. Browse not available to browsers because most browsers are not able to reach further than 20 centimeters (cm) into a woody plant: 50 %.
  - b. Browse taken by non-mammalian wildlife: 25 %
  - c. To allow for maintenance of productivity and annual re-growth of woody plants: 25 %

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d. Therefore: Available Browse (AB) = Potential Browse (PB)  $\times$  0.5  $\times$  0.75  $\times$  0.75 = 0.285.

e. In other words: AB = PB  $\times$  0.285.

3.4.3.5. Woody species, considered to be unpalatable, should not be included in the Browsing Carrying Capacity calculations.

3.4.3.6. The Potential- and Available Browsing Carrying Capacity must be provided in:

- a. Hectares (ha) per Browser Unit (BU) (ha/BU) and;
- b. Browser Units (BU's) per 100 hectares (BU/100 ha).

### 3.5. SURVEY PLOTS

3.5.1. Existing survey plots must be used to conduct Veld Condition Assessments:

- a. Where there are fewer plots required, per Unit (see Subsection 3.1, point 3.1.5), some of the survey plots in the specific Unit must be excluded, after consultation with Scientific Services.
- b. Where there are more plots required, per Unit, new survey plots must be established within the Unit.

3.5.2. The placement of survey plots for the woody layer assessment may be at the same survey plots for the herbaceous layer assessment, or at any location within the Unit considered to be representative of said Unit by the Ecologist.

3.5.3. Each survey plot, must include the following:

- a. The Unit it resorts under.
- b. A high-resolution fixed-point color photo, from a north to south direction, that shows the survey plot.
- c. The GPS coordinates in decimal degree format of the location of the survey plot.

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#### 4. SCOPE OF THE PROJECT

##### 4.1. RESERVES

4.1.1. Nature Reserves where Veld Condition Assessments are required are shown in Table 1

Table 1 Nature Reserves, where Veld Condition Assessments are required, including the size of the Nature Reserve and its GPS location.

| NO. | RESERVE        | SIZE OF RESERVE (HA) | GPS LOCATION       |
|-----|----------------|----------------------|--------------------|
| 1   | Atherstone     | 22957                | S 24°48'; E 26°75' |
| 2   | Blouberg       | 9346                 | S 23°00'; E 29°08' |
| 3   | Bothasvley     | 1638                 | S 25°02'; E 28°32' |
| 4   | D'nyala        | 8281                 | S 23°74'; E 27°79' |
| 5   | Doorndraai     | 6827                 | S 24°31'; E 28°75' |
| 6   | Hans Merensky  | 4946                 | S 23°69'; E 30°67' |
| 7   | Langjan        | 4746                 | S 22°84'; E 29°24' |
| 8   | Lekgalameetse  | 18718                | S 24°17'; E 30°24' |
| 9   | Letaba Ranch   | 42000                | S 23°68'; E 31°08' |
| 9   | Leswena        | 1610                 | S 24°81'; E 29°50' |
| 10  | Makuya         | 16500                | S 22°52'; E 30°96' |
| 11  | Malebocho      | 4628                 | S 23°06'; E 28°89' |
| 12  | Man'ombe       | 1380                 | S 23°29'; E 30°75' |
| 13  | Mantrombi      | 612                  | S 25°02'; E 29°71' |
| 14  | Masebe         | 4411                 | S 23°63'; E 28°56' |
| 15  | Messina        | 5011                 | S 22°40'; E 30°06' |
| 16  | Nwanedi        | 8196                 | S 22°60'; E 30°38' |
| 17  | Nylsvley       | 3899                 | S 24°64'; E 28°70' |
| 18  | Nzhelele       | 2131                 | S 22°45'; E 30°03' |
| 18  | Percy Fyfe     | 2773                 | S 24°03'; E 29°17' |
| 19  | Potlake        | 2785                 | S 24°25'; E 29°92' |
| 20  | Rust de Winter | 1704                 | S 25°24'; E 28°50' |
| 21  | Schuinsdraai   | 9117                 | S 24°81'; E 29°38' |
| 22  | Turfloop       | 543                  | S 23°89'; E 29°76' |
| 23  | Witvinger      | 4501                 | S 24°01'; E 29°03' |

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|    |           |       |                    |
|----|-----------|-------|--------------------|
| 24 | Wonderkop | 16500 | S 23°28'; E 28°67' |
|----|-----------|-------|--------------------|

4.1.2. The Department may reduce the number of Nature Reserves to be assessed based on the budget availability for the specific financial year.

4.1.3. The number of survey plots for a Veld Condition- and Woody Layer Assessment for each Nature Reserve are provided under Table 2, for each identified Unit.

Table 2: The number of survey plots for Herbaceous- and Woody Layer Assessments for each Nature Reserve within each identified Unit.

| NATURE RESERVE    | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|-------------------|----------------|--------------------------------|------------------------|
|                   |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
| Atherstone        | 598,77         | 3                              | 2                      |
|                   | 9480,59        | 12                             | 11                     |
|                   | 2794,28        | 5                              | 4                      |
|                   | 3193,46        | 4                              | 5                      |
|                   | 6486,72        | 8                              | 7                      |
|                   | 399,18         | 2                              | 1                      |
| <b>TOTAL</b>      | <b>22953</b>   | <b>34</b>                      | <b>30</b>              |
| Blouberg          | 602,97         | 3                              | 2                      |
|                   | 4019,78        | 5                              | 4                      |
|                   | 301,48         | 2                              | 1                      |
|                   | 301,48         | 2                              | 1                      |
|                   | 602,97         | 3                              | 2                      |
|                   | 401,98         | 2                              | 1                      |
|                   | 1004,95        | 5                              | 3                      |
|                   | 2110,39        | 4                              | 3                      |
| <b>TOTAL</b>      | <b>9346,00</b> | <b>26</b>                      | <b>17</b>              |
| <b>BOTHASVLEY</b> | <b>1639</b>    | <b>4</b>                       | <b>3</b>               |
| D'nyala East      | 1443,30        | 4                              | 3                      |

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| NATURE RESERVE | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|----------------|----------------|--------------------------------|------------------------|
|                |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
|                | 62,10          | 0                              | 0                      |
|                | 302,50         | 2                              | 1                      |
|                | 196,93         | 1                              | 1                      |
|                | 36,37          | 0                              | 0                      |
|                | 27,50          | 0                              | 0                      |
|                | 337,09         | 2                              | 1                      |
|                | 63,87          | 0                              | 0                      |
|                | 16,85          | 0                              | 0                      |
|                | 9,76           | 0                              | 0                      |
|                | 41,69          | 0                              | 0                      |
|                | 97,58          | 0                              | 0                      |
|                | 7,10           | 0                              | 0                      |
|                | 99,35          | 0                              | 0                      |
|                | 573,95         | 3                              | 2                      |
|                | 1777,73        | 4                              | 4                      |
|                | 47,90          | 0                              | 0                      |
|                | 31,05          | 0                              | 0                      |
|                | 3,55           | 0                              | 0                      |
|                | 62,98          | 0                              | 0                      |
| <b>TOTAL</b>   | <b>5239</b>    | <b>16</b>                      | <b>12</b>              |
| D'nyala West   | 136,61         | 1                              | 0                      |
|                | 20,40          | 0                              | 0                      |
|                | 106,45         | 1                              | 0                      |
|                | 114,43         | 1                              | 0                      |
|                | 216,45         | 1                              | 1                      |
|                | 35,48          | 0                              | 0                      |
|                | 61,21          | 0                              | 0                      |
|                | 464,84         | 2                              | 2                      |
|                | 62,98          | 0                              | 0                      |
|                | 232,42         | 1                              | 1                      |

| NATURE RESERVE               | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|------------------------------|----------------|--------------------------------|------------------------|
|                              |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
|                              | 15,08          | 0                              | 0                      |
|                              | 94,03          | 0                              | 0                      |
|                              | 7,10           | 0                              | 0                      |
|                              | 1406,04        | 4                              | 3                      |
|                              | 68,31          | 0                              | 0                      |
|                              | 3042           | 11                             | 7                      |
| <b>TOTAL</b>                 | <b>8281</b>    | <b>27</b>                      | <b>19</b>              |
| Doorndraai South             | 38,68          | 0                              | 0                      |
|                              | 226,70         | 1                              | 1                      |
|                              | 3103,59        | 4                              | 3                      |
|                              | 1244,14        | 3                              | 2                      |
|                              | 1408,76        | 4                              | 3                      |
| <b>TOTAL</b>                 | <b>6021,87</b> | <b>12</b>                      | <b>9</b>               |
| Doorndraai North             | 44,98          | 0                              | 0                      |
|                              | 281,57         | 1                              | 1                      |
|                              | 257,28         | 1                              | 1                      |
|                              | 221,30         | 1                              | 1                      |
| Total                        | 805,13         | 3                              | 3                      |
| <b>TOTAL</b>                 | <b>6827</b>    | <b>15</b>                      | <b>12</b>              |
| Hans Merensky (Main Section) | 2460,12        | 4                              | 4                      |
|                              | 1548,96        | 4                              | 3                      |
|                              | 728,92         | 4                              | 2                      |
| <b>TOTAL</b>                 | <b>4738</b>    | <b>12</b>                      | <b>9</b>               |
| Langjan (Main Section)       | 1304,00        | 3                              | 3                      |
|                              | 2390,67        | 4                              | 3                      |
|                              | 869,33         | 4                              | 3                      |
| <b>TOTAL</b>                 | <b>4564</b>    | <b>11</b>                      | <b>9</b>               |
| Lekgalameetsi                | 9,06           | 0                              | 0                      |
|                              | 5890,20        | 7                              | 0                      |

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| NATURE RESERVE | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|----------------|----------------|--------------------------------|------------------------|
|                |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
|                | 2101,12        | 4                              | 0                      |
|                | 2280,52        | 4                              | 0                      |
|                | 3578,88        | 4                              | 0                      |
|                | 3367,77        | 4                              | 0                      |
|                | 1490,45        | 4                              | 0                      |
| <b>TOTAL</b>   | <b>18718</b>   | <b>27</b>                      | <b>0</b>               |
| <b>LESWENA</b> | <b>1610</b>    | <b>4</b>                       | <b>3</b>               |
| Letaba Ranch   | 5250.00        | 3                              | 3                      |
|                | 5250.00        | 3                              | 3                      |
|                | 21000.00       | 12                             | 11                     |
|                | 10500.00       | 6                              | 5                      |
| <b>TOTAL</b>   | <b>42000</b>   | <b>28</b>                      | <b>25</b>              |
| Makuya         | 4753,49        | 2                              | 2                      |
|                | 1672,57        | 2                              | 1                      |
|                | 2763,42        | 2                              | 1                      |
|                | 1567,11        | 1                              | 1                      |
|                | 1230,33        | 1                              | 1                      |
|                | 1069,31        | 2                              | 1                      |
|                | 1778,02        | 2                              | 1                      |
|                | 573,77         | 1                              | 1                      |
|                | 1091,99        | 2                              | 1                      |
| <b>TOTAL</b>   | <b>16500</b>   | <b>15</b>                      | <b>10</b>              |
| Maleboch       | 4314.48        | 5                              | 5                      |
|                | 313.52         | 2                              | 1                      |
| <b>TOTAL</b>   | <b>4628</b>    | <b>7</b>                       | <b>6</b>               |
| Manombe        | 178.4          | 1                              | 1                      |
|                | 187.85         | 1                              | 1                      |
|                | 845.84         | 4                              | 3                      |
|                | 167.91         | 1                              | 1                      |

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| NATURE RESERVE         | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|------------------------|----------------|--------------------------------|------------------------|
|                        |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
| <b>TOTAL</b>           | <b>1380</b>    | <b>7</b>                       | <b>6</b>               |
| <b>MANTHROMBI</b>      | <b>612</b>     | <b>3</b>                       | <b>2</b>               |
| Masebe Eastern section | 1754.02        | 4                              | 4                      |
| Masebe Western section | 2657.70        | 4                              | 4                      |
| <b>TOTAL</b>           | <b>4411</b>    | <b>8</b>                       | <b>8</b>               |
| Messina                | 2214,93        | 4                              | 3                      |
|                        | 1208,14        | 3                              | 2                      |
|                        | 816,50         | 4                              | 3                      |
|                        | 805,43         | 4                              | 3                      |
| <b>TOTAL</b>           | <b>5011</b>    | <b>15</b>                      | <b>11</b>              |
| Nwanedi                | 836.59         | 4                              | 3                      |
|                        | 3905.09        | 5                              | 4                      |
|                        | 3454.31        | 4                              | 4                      |
| <b>TOTAL</b>           | <b>8196</b>    | <b>13</b>                      | <b>11</b>              |
| Nylsvley Eastern Sec.  | 345.87         | 2                              | 1                      |
| Nylsvley Main Section  | 3268.66        | 4                              | 4                      |
| Nylsvley Western Sec.  | 284.94         | 1                              | 1                      |
| <b>TOTAL</b>           | <b>3899</b>    | <b>7</b>                       | <b>6</b>               |
| <b>NZHELELE</b>        | <b>2131</b>    | <b>4</b>                       | <b>3</b>               |
| Percy Fyfe Sable Camp  | 46,31          | 0                              | 0                      |
|                        | 122,46         | 1                              | 0                      |
|                        | 82,42          | 0                              | 0                      |
|                        | 150,71         | 1                              | 1                      |
|                        | 78,50          | 0                              | 0                      |
|                        | 168,77         | 1                              | 1                      |
|                        | 29,83          | 0                              | 0                      |
| <b>Total</b>           | <b>679</b>     | <b>3</b>                       | <b>2</b>               |

| NATURE RESERVE           | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|--------------------------|----------------|--------------------------------|------------------------|
|                          |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
| Percy Fyfe Tsessebe Camp | 107,83         | 1                              | 0                      |
|                          | 133,20         | 1                              | 0                      |
|                          | 61,84          | 0                              | 0                      |
|                          | 42,02          | 0                              | 0                      |
|                          | 99,11          | 0                              | 0                      |
| Total                    | 444            | 2                              | 0                      |
| Percy Fyfe Roan Camp     | 257,26         | 1                              | 0                      |
|                          | 339,95         | 2                              | 1                      |
|                          | 228,93         | 1                              | 1                      |
|                          | 393,55         | 2                              | 1                      |
|                          | 192,95         | 1                              | 1                      |
|                          | 237,35         | 1                              | 1                      |
| Total                    | 1650           | 10                             | 5                      |
| <b>TOTAL</b>             | <b>2773</b>    | <b>15</b>                      | <b>7</b>               |
| Potlake                  | 1014,90        | 3                              | 2                      |
|                          | 1770,10        | 4                              | 4                      |
| <b>TOTAL</b>             | <b>2785</b>    | <b>7</b>                       | <b>6</b>               |
| Rust de Winter           | 407,20         | 2                              | 1                      |
|                          | 1048,26        | 3                              | 2                      |
|                          | 110,97         | 1                              | 0                      |
|                          | 137,56         | 1                              | 0                      |
| <b>TOTAL</b>             | <b>1704</b>    | <b>7</b>                       | <b>3</b>               |
| Schuinsdraai East        | 709,54         | 4                              | 2                      |
|                          | 205,50         | 1                              | 1                      |
|                          | 481,54         | 2                              | 2                      |
|                          | 18,40          | 0                              | 0                      |
|                          | 1371,02        | 3                              | 3                      |
| Total                    | 2786           | 10                             | 8                      |
| Schuinsdraai West        | 1857,93        | 5                              | 4                      |
|                          | 3162,41        | 4                              | 4                      |

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| NATURE RESERVE             | UNIT SIZE (HA) | MINIMUM NUMBER OF SURVEY PLOTS |                        |
|----------------------------|----------------|--------------------------------|------------------------|
|                            |                | HERBACEOUS LAYER ASSESSMENTS   | WOODY LAYER ASSESSMENT |
|                            | 1310,66        | 3                              | 3                      |
| Total                      | 6331           | 12                             | 11                     |
| <b>TOTAL</b>               | <b>9117</b>    | <b>22</b>                      | <b>19</b>              |
| <b>TURFLOOP</b>            | <b>543</b>     | <b>3</b>                       | <b>2</b>               |
| Witvinger                  | 578,71         | 3                              | 2                      |
|                            | 441,16         | 2                              | 1                      |
|                            | 4035,28        | 5                              | 4                      |
|                            | 345,85         | 2                              | 1                      |
| <b>TOTAL</b>               | <b>5401</b>    | <b>12</b>                      | <b>8</b>               |
| Wonderkop Northern Section | 5501,45        | 7                              | 6                      |
|                            | 2009,91        | 3                              | 3                      |
|                            | 1324,24        | 3                              | 3                      |
|                            | 418,02         | 2                              | 1                      |
|                            | 601,47         | 3                              | 2                      |
|                            | 3644,91        | 5                              | 4                      |
| Total                      | 13500          | 23                             | 19                     |
| Wonderkop Southern Section | 744,22         | 4                              | 2                      |
|                            | 274,90         | 1                              | 1                      |
|                            | 254,98         | 1                              | 1                      |
|                            | 58,96          | 0                              | 0                      |
|                            | 160,16         | 1                              | 1                      |
|                            | 1458,17        | 4                              | 3                      |
|                            | 48,61          | 0                              | 0                      |
| Total                      | 3000           | 11                             | 8                      |
| <b>TOTAL</b>               | <b>16500</b>   | <b>34</b>                      | <b>27</b>              |

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## 4.2. TIME SCHEDULES

4.2.1. It is envisaged that this monitoring program will extend over four financial years (01 April 2024 – 30 March 2028) including three growth seasons between November and April:

- a. Season 1: 01 November 2024 – 30 April 2025.
- b. Season 2: 01 November 2025 – 30 April 2026.
- c. Season 3: 01 November 2026 – 30 April 2027.

4.2.2. Veld Condition Assessments must be conducted during the growth season between November and April for each of the growth- or wet seasons.

4.2.3. Nature Reserves are grouped into three groups, namely A, B and C, as shown in Table 3, for the purpose of scheduling Herbaceous- and/or Woody Layer Assessments.

Table 3 Nature Reserves, grouped into groups A, B and C, for the purpose of scheduling an Herbaceous- and/or Woody Layer Assessment.

| RESERVES PER GROUP |                   |                  |
|--------------------|-------------------|------------------|
| A                  | B                 | C                |
| 1. Bothasvley      | 1. Blouberg       | 1. Atherstone    |
| 2. Makuya          | 2. D'nyala        | 2. Hans Merensky |
| 3. Masebe          | 3. Doorndraai     | 3. Lekgalameetsi |
| 4. Musina          | 4. Langjan        | 4. Letaba Ranch  |
| 5. Nwanedi         | 5. Maleboch       | 5. Mantrombe     |
| 6. Percy Fyfe      | 6. Manombe        | 6. Schuinsdraai  |
| 7. Potlake         | 7. Nylsvley       | 7. Leswena       |
| 8. Witvinger       | 8. Rust de Winter |                  |
| 9. Wonderkop       | 9. Turfloop       |                  |
| 10. Nzhelele       |                   |                  |

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4.2.4. For each of the groups of Nature Reserves as shown in Table 3, an Herbaceous and/or Woody Layer Assessment are required, per growth season. The schedules of such Herbaceous- and/or Woody layer assessments are provided in Table 4.

Table 4 Scheduling of a veld condition- and/or woody layer assessments on nature reserves for the duration of the project.

| SEASON |                                 | ASSESSMENT                         |             |
|--------|---------------------------------|------------------------------------|-------------|
| NO.    | PERIOD                          | HERBACEOUS<br>LAYER<br>ASSESSMENTS | WOODY LAYER |
| 1      | 1 November 2024 – 30 April 2025 | A & B                              | A           |
| 2      | 1 November 2025 – 30 April 2026 | B & C                              | B           |
| 2      | 1 November 2026 – 30 April 2027 | A & C                              | C           |

4.2.5. The time schedules for the deliverables, payments and activities for the four-year project are provided in Table 5.

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Table 5 Time schedules for deliverables, payments and activities for the four-year project

|                                           | APRIL<br>2024 | MAY<br>2024 | JUNE<br>2024 | JULY<br>2024 | AUG.<br>2024 | SEP.<br>2024 | OCT.<br>2024 | NOV.<br>2024 | DEC.<br>2024 | JAN.<br>2025 | FEB.<br>2025 | MART.<br>2025 |
|-------------------------------------------|---------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| <b>FINANCIAL YEAR 1</b>                   |               |             |              |              |              |              |              |              |              |              |              |               |
| Terms of Reference (TOR)                  | TOR           | TOR         | TOR          |              |              |              |              |              |              |              |              |               |
| Appoint Service Provider (ASP)            |               |             |              | ASP          | APS          |              |              |              |              |              |              |               |
| Maps and Coordinates <sup>1</sup> (M & C) |               |             |              |              |              | M & C        | M & C        |              |              |              |              |               |
| Field Surveys 1 (FS 1)                    |               |             |              |              |              |              |              | FS 1         | FS 1         | FS 1         | FS 1         | FS 1          |
| Deliverable 1 (D 1)                       |               |             |              |              |              |              |              |              |              |              |              | D 1           |
| Payment 1 (P 1)                           |               |             |              |              |              |              |              |              |              |              |              | P 1           |
| <b>FINANCIAL YEAR 2</b>                   |               |             |              |              |              |              |              |              |              |              |              |               |
| Field Surveys 1 and 2 (FS 1 & 2)          | APRIL<br>2025 | MAY<br>2025 | JUNE<br>2025 | JULY<br>2025 | AUG.<br>2025 | SEP.<br>2025 | OCT.<br>2025 | NOV.<br>2025 | DEC.<br>2025 | JAN.<br>2026 | FEB.<br>2026 | MART.<br>2026 |
| Data Processing <sup>2</sup> (DP)         |               |             |              |              |              |              |              |              |              |              |              |               |
| Deliverable 2 and 3 (D 2 & 3)             |               |             |              |              |              |              |              |              |              |              |              |               |
| Payment 2 & 3 (P 2 & 3)                   |               |             |              |              |              |              |              |              |              |              |              |               |
| <b>FINANCIAL YEAR 3</b>                   |               |             |              |              |              |              |              |              |              |              |              |               |
| Field Surveys 2 and 3 (FS 2 & 3)          | APRIL<br>2026 | MAY<br>2026 | JUNE<br>2026 | JULY<br>2026 | AUG.<br>2026 | SEP.<br>2026 | OCT.<br>2026 | NOV.<br>2026 | DEC.<br>2026 | JAN.<br>2027 | FEB.<br>2027 | MART.<br>2027 |
| Data Processing <sup>2</sup> (DP)         |               |             |              |              |              |              |              |              |              |              |              |               |
| Deliverable 4 and 5 (D 4 & 5)             |               |             |              |              |              |              |              |              |              |              |              |               |
| Payment 4 and 5 (P 4 & 5)                 |               |             |              |              |              |              |              |              |              |              |              |               |

| FINANCIAL YEAR 4                  |  | APRIL<br>2027                                                                    | MAY<br>2027 | JUNE<br>2027 | JULY<br>2027 | AUG.<br>2027 | SEP.<br>2027 | OCT.<br>2027 | NOV.<br>2027 | DEC.<br>2027 | JAN.<br>2028 | FEB.<br>2028 | MART.<br>2028 |
|-----------------------------------|--|----------------------------------------------------------------------------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Field Survey 3 (FS 3)             |  | FS 3                                                                             |             |              |              |              |              |              |              |              |              |              |               |
| Data Processing <sup>2</sup> (DP) |  |                                                                                  | DP          | DP           | DP           | DP           | DP           |              |              |              |              |              |               |
| Deliverable 6 (D 6)               |  |                                                                                  |             |              |              |              |              | D 6          |              |              |              |              |               |
| Payment 6 (P 6)                   |  |                                                                                  |             |              |              |              |              | P 6          |              |              |              |              |               |
| SEASON 1                          |  | SEASON 1                                                                         |             |              |              | SEASON 2     |              |              |              | SEASON 3     |              |              |               |
| 1 Maps and Coordinates            |  | Provision of Available Maps and Coordinates to the Service Provider              |             |              |              |              |              |              |              |              |              |              |               |
| 2 Data Processing                 |  | Data Processing of Field Survey Data into the required format for the Department |             |              |              |              |              |              |              |              |              |              |               |

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### 4.3. DELIVERABLES

Deliverables are expected immediately, prior to each of the six scheduled payments. The six deliverables are explained below:

#### 4.3.1. DELIVERABLE 1 (31 March 2025):

Progress report in electronic format (PDF file) for the Veld Condition Assessments conducted for the first season, that must include the following information:

- 4.3.1.1. The Nature Reserves where Veld Condition Assessments were conducted.
- 4.3.1.2. The type of Assessment (Herbaceous Layer- and/or Woody layer) conducted on the mentioned Nature Reserves.
- 4.3.1.3. The number of survey plots placed out within each Unit for each Nature Reserve.
- 4.3.1.4. For each Nature Reserve, a map showing the survey plots surveyed for each unit.
- 4.3.1.5. Obstacles and/or challenges encountered during the survey period for each Nature Reserve.

#### 4.3.2. DELIVERABLE 2 (30 OCTOBER 2025):

A report in electronic format (PDF file & Microsoft Excel spreadsheet) with the data and information of the Veld Condition Assessments completed for the Nature Reserves scheduled to be surveyed for the first season, with the following specifications:

- 4.3.2.1. Herbaceous Layer Assessments for the Nature Reserves in Group A and B, as stipulated in Subsection 4.2 (point 4.2.3; Table 3):
  - a. An Herbaceous Layer Assessment that complies with the requirements as stipulated under Subsection 3.3.
  - b. Microsoft Excel Spreadsheet, provided by Biodiversity Management, populated with the data as stipulated under Subsection 3.3.1.
  - c. Data and information as stipulated under Subsection 3.3.2, for each identified Unit in a PDF document.
- 4.3.2.2. Woody Layer Assessment for the Nature Reserves in Group A, as stipulated in Subsection 4.2 (point 4.2.3; Table 3):

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- a. A Woody Layer Assessment that complies with the requirements as stipulated under Subsection 3.4.
- b. Microsoft Excel Spreadsheet, provided by Biodiversity Management, populated with the data as stipulated under Subsection 3.4.1.
- c. Data and information as stipulated under Subsection 3.4.2, for each identified Unit in a PDF document.

#### 4.3.3. DELIVERABLE 3 (31 March 2026):

Progress report in electronic format (PDF file) for the Veld Condition Assessments conducted for the second season, that must include the following information:

- 4.3.3.1. The Nature Reserves where Veld Condition Assessments were conducted.
- 4.3.3.2. The type of Assessment (Herbaceous Layer- and/or Woody layer) conducted on the mentioned Nature Reserves.
- 4.3.3.3. The number of survey plots placed out within each Unit for each Nature Reserve.
- 4.3.3.4. For each Nature Reserve, a map showing the survey plots surveyed for each unit.
- 4.3.3.5. Obstacles and/or challenges encountered during the survey period for each Nature Reserve.

#### 4.3.4. DELIVERABLE 4 (30 OCTOBER 2026):

A report in electronic format (PDF file & Microsoft Excel spreadsheet) with the data and information of the Veld Condition Assessments completed for the Nature Reserves scheduled to be surveyed for the second season, with the following specifications:

- 4.3.4.1. Herbaceous Layer Assessments for the Nature Reserves in Group B and C, as stipulated in Subsection 4.2 (point 4.2.3; Table 3):
  - a. An Herbaceous Layer Assessment that complies with the requirements as stipulated under Subsection 3.3.
  - b. Microsoft Excel Spreadsheet, provided by Biodiversity Management, populated with the data as stipulated under Subsection 3.3.1.

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- c. Data and information as stipulated under Subsection 3.3.2, for each identified Unit in a PDF document.

4.3.4.2. Woody Layer Assessment for the Nature Reserves in Group B, as stipulated in Subsection 4.2 (point 4.2.3; Table 3):

- a. A Woody Layer Assessment that complies with the requirements as stipulated under Subsection 3.4.
- b. Microsoft Excel Spreadsheet, provided by Biodiversity Management, populated with the data as stipulated under Subsection 3.4.1.
- c. Data and information as stipulated under Subsection 3.4.2, for each identified Unit in a PDF document.

4.3.5. DELIVERABLE 5 (31 March 2027):

Progress report in electronic format (PDF file) for the Veld Condition Assessments conducted for the third season, that must include the following information:

- 4.3.5.1. The Nature Reserves where Veld Condition Assessments were conducted.
- 4.3.5.2. The type of Assessment (Herbaceous Layer- and/or Woody layer) conducted on the mentioned Nature Reserves.
- 4.3.5.3. The number of survey plots placed out within each Unit for each Nature Reserve.
- 4.3.5.4. For each Nature Reserve, a map showing the survey plots surveyed for each unit.
- 4.3.5.5. Obstacles and/or challenges encountered during the survey period for each Nature Reserve.

4.3.6. DELIVERABLE 6 (30 OCTOBER 2027):

A report in electronic format (PDF file & Microsoft Excel spreadsheet) with the data and information of the Veld Condition Assessments completed for the Nature Reserves scheduled to be surveyed for the third season, with the following specifications:

- 4.3.6.1. Herbaceous Layer Assessments for the Nature Reserves in Group A and C, as stipulated in Subsection 4.2 (point 4.2.3; Table 3):
  - a. An Herbaceous Layer Assessment that complies with the requirements as stipulated under Subsection 3.3.

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- b. Microsoft Excel Spreadsheet, provided by Biodiversity Management, populated with the data as stipulated under Subsection 3.3.1.
- c. Data and information as stipulated under Subsection 3.3.2, for each identified Unit in a PDF document.

4.3.6.2. Woody Layer Assessment for the Nature Reserves in Group C, as stipulated in Subsection 4.2 (point 4.2.3; Table 3):

- a. A Woody Layer Assessment that complies with the requirements as stipulated under Subsection 3.4.
- b. Microsoft Excel Spreadsheet, provided by Biodiversity Management, populated with the data as stipulated under Subsection 3.4.1.
- c. Data and information as stipulated under Subsection 3.4.2, for each identified Unit in a PDF document.

## 5. SUBMISSION OF PROPOSALS

Submission from the service provider will be in accordance with Two-envelope and the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and Preferential Procurement Regulations, 2022.

### 5.1. Two envelope system

The two-envelope system minimises any form of price bias in the technical selection phase by disclosing the price details to the evaluators after completion of the technical selection stages ensuring both sections are evaluated fairly and unbiased. The two envelope system is based on the submission of the Technical and Financial Proposals sealed in two separate envelopes. No Financial information may be contained in the Technical envelope and vice versa, as this will lead to automatic disqualification. Submission must be done as follows:

#### 5.1.2. Technical Proposal (Envelope 1)

Bidders must submit their Technical Proposal in a sealed envelope with name of bidder, closing date and time and the bid number clearly indicated on the envelope. The envelope should **only** contain the Technical Proposal and compulsory forms (i.e. SBD1, SBD 4, SBD 6.1,) General Conditions of Contract, and all other required documents as per Terms of Reference. No Financial information.

The Technical Envelope must not include the financial proposal.

**Envelope 1** marked with the name of the bidder and titled:

**“TECHNICAL PROPOSAL: TENDER NO: SERVICE PROVIDER TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM TO DO ANNUAL VELD CONDITION ASSESSMENTS (VCA) ON STATE OWNED NATURE RESERVES IN LIMPOPO FOR A PERIOD OF THREE (3).**

Covering letter signed by the service provider, *inter alia*:

- a. Accepting the Rules of Tendering, Evaluation of Tenders, and Tender Evaluation Criteria set out in the Terms of Reference;
- b. Providing full contact details for the service provider;

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- c. Information on and motivation for the service provider, attaching his/her curriculum vitae, and setting out his/her personal, and his/her firm's:
  - Suitability for this assignment;
  - Relevant skills and experience. For each relevant experience cited, outline the precise role of the firm, contract duration, contract outcomes, and contract value;
- d. Names of all proposed team members, setting out:
  - The professional role that each person will play in the assignment.
  - This must be cross-referenced to each deliverable set out in this Terms of Reference;
- e. The suitability of each person for the proposed roles in terms of their relevant skills and experience;
- f. Their availability to perform the work.
- g. Project comprehension and project management plan, setting out:
  - How the service provider proposes to manage the set of deliverables outlined in the Terms of Reference;
  - A proposed outline Work Plan with time-table for delivery;
  - How reporting to the Project Manager will take place;
  - Any innovative ideas for how the whole assignment can best achieve its objectives.

The **Technical Envelope** must not include the financial proposal.

**NB: inclusion of financial information in a technical proposal envelope will lead to automatic disqualification of the specific proposal.**

### 5.1.3. Financial Proposal (Envelope 2)

Bidders must submit their Financial Proposal in a sealed envelope with name of bidder, closing date and time and the bid number clearly indicated on the envelope. The Financial Envelope must contain the project costs and disbursement as well as SBD 3.3. The Financial Proposal must be submitted in **SEPARATE** sealed envelope with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope.

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The **Financial Envelope** must not be include the Technical Proposal.

The **Financial Envelope** must not include the Technical proposal.

**Envelope 2** marked with the name of the service provider and titled:

**FINANCIAL PROPOSAL:** TENDER NO: SERVICE TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM TO DO ANNUAL VELD CONDITION ASSESSMENTS (VCA) ON STATE OWNED NATURE RESERVES IN LIMPOPO FOR THE PERIOD FOR A PERIOD OF THREE (3) YEARS.

This envelope must contain the cost of the project including vat and disbursement.

**NB: *Failure to comply with two-envelope requirement will automatically be disqualified.***

## 6. EVALUATION OF THE BID

Bids will be evaluated in accordance with the supply chain management policies, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2022.

### 6.1. The bids will be evaluated on three phases:

- Phase 1: Administrative or Pre-check Compliance Criteria
- Phase 2: Functionality Criteria
- Phase 3: Price and Preference Goals

### 6.2. Phase 1: Administrative /Pre-check Compliance

#### 6.2.2. During this stage of the evaluation the bidders will be evaluated on whether or not they comply with the following:

- a) Complied with all the conditions of tender; and
- b) Submitted all mandatory documentation required;

#### 6.2.3. The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

#### 6.2.4. Bidders may be disqualified if not meeting the following requirements:

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**Table 6: Administrative/pre-check compliance**

| Criteria                                                  |                                                | Requirement                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax compliance status                                     |                                                | Tax registered                                                                                                                                                                                                                                                                                                           |
| Business registration                                     |                                                | Entity must be in business (i.e. active status)                                                                                                                                                                                                                                                                          |
| Company registration with central supplier database (CSD) |                                                | Bidders 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.                          |
| In the service of the state status                        |                                                | Bid will not be considered if 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 a 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                                                                                                                                                                                                                                  |
| Bidder's Disclosure – SBD 4                               | YES                                            | Must be fully completed, signed and submitted with the bid by the closing date and time. <b>(Bidders must declare if they have interests in other Companies either bidding or not. Refer to Paragraph 2.3 of SBD 4).</b><br><br>NB: Failure to declare any other companies will result in disqualification               |
| Preference Point Claim Form – SBD 6.1                     | NO                                             | Must be fully completed, signed and submitted with the bid by the closing date and time. <b>(Bidders must fully complete the Table 1, paragraph 4.2</b>                                                                                                                                                                  |

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|                                                                                               |     |                                                              |
|-----------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------|
|                                                                                               |     | of SBD6.1 to claim preference points for specific goals)     |
| SACNASP Registration as a Professional Natural Scientist, in the Field of Ecological Science. | YES | Must be submitted with the bid by the closing date and time. |

### 6.3. Phase 2: Functionality Evaluation

Technical Requirements (i.e. Functional Specifications, skills and experience, references and resources). This evaluation will be based on the responses provided in the Bidders bid documents, using the functionality requirements in the TERMS OF REFERENCE section. The threshold values set for qualification of a bid is a score of **60 points** and all bidders who score below this score will be eliminated.

**NB:** Compliance with the minimum of **60 points** is required to be considered for the next evaluation phase.

**Table 7: Functionality Criteria**

| GUIDELINES FOR CATEGORY CRITERIA                                                                                                                                                                                                                                   | MEANS OF VERIFICATION                                                                                                                                                                                                                                                                                                               | FUNCTIONALITY: GUIDELINES FOR CRITERIA APPLICATION               |       | WEIGHT |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------|--------|
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                     | SCORE GUIDE                                                      | SCORE |        |
| 1. METHODOLOGY AND APPROACH                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                     |                                                                  |       | 20     |
| 1.1 METHODS OF DATA COLLECTION AND ANALYSIS                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                     |                                                                  |       | 12     |
| Proposed Methodology of data collection analysis that describes a detailed description of the methods of data collection and analysis that complies with scientific acceptable methods, with comprehensive set of references to peer reviewed scientific articles. | A project proposal that describes the methods that will be used to conduct Veld Condition Assessment that includes the following:<br><br>1. Herbaceous species composition<br>2. Herbaceous cover (basal & crown cover)<br>3. Herbaceous biomass<br>4. Ecological Groups (Ecological Index Method)<br>5. Veld Condition Index Score | Eight (8) - ten (10) requirements meet the specification         | 12    |        |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                     | four (4) - seven(7) requirements meet the specification          | 8     |        |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                     | One (1) - three (3) requirements are met meet the specification. | 4     |        |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                     | No methodology provided.                                         | 0     |        |

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|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |   |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---|---|
|                                                                                                                                                                                   | 6. Herbaceous Carrying Capacity<br>7. Woody Species composition<br>8. Dimensions for each woody species recording<br>9. Density of woody plants per height category<br>10. Browsing Carrying Capacity                                                                                                                                                                                                                                                                                                                                                                                                         |                                                               |   |   |
| 1.2 IMPLEMENTATION PLAN OF FIELD SURVEYS                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |   | 4 |
| Project implementation plan to conduct the herbaceous- and woody layer assessments for each respective Nature Reserve, that complies with the schedules set out in this document. | A project proposal that describes the implementation plan for herbaceous- and woody layer assessments for each Nature Reserve that includes following:<br><br>1. Herbaceous Layer Assessment: Season 1 (Reserves listed in Group A & B)<br>2. Woody Layer Assessment: Season 1 (Reserves listed in Group A)<br>3. Herbaceous Layer Assessment: Season 2 (Reserves listed in Group B & C)<br>4. Woody Layer Assessment: Season 2 (Reserves listed in Group B)<br>5. Herbaceous Layer Assessment: Season 3 (Reserves listed in Group A & C)<br>6. Woody Layer Assessment: Season 3 (Reserves listed in Group C) | Six (6) requirements meet the specification                   | 4 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Only three (3) - five (5) requirements meet the specification | 3 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | One (1) - two (2) requirements meet the specification.        | 1 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No implementation plan provided                               | 0 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |   |   |
| 1.3 METHODOLOGY (DELIVERABLES)                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |   | 4 |
| Methods of presenting and providing data and information<br><br>Proposed methods to provide data and information complies with the specifications stipulated in Subsection 4.3    | A project proposal that describes the methods of how the data and information will be provided and presented. The project proposal should include:<br><br>1. Data for each survey plot, for the Herbaceous Layer as stipulated under subsection 3.3.1<br>2. Information of the Herbaceous Layer for each Unit as stipulated under subsection 3.3.2                                                                                                                                                                                                                                                            | Four (4) requirements meet the specification                  | 4 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Three (3) requirements meet the specification                 | 3 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | One (1) - two (2) requirements meet the specification.        | 1 |   |
|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No methodology provided.                                      | 0 |   |

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|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       |                                                          |    |            |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----|------------|
|                                                                                            | 3. Data for each survey plot, for the Woody Layer as stipulated under subsection 3.4.1                                                                                                                                                                                                                                                                |                                                          |    |            |
|                                                                                            | 4. Information of the Woody Layer for each Unit as stipulated under subsection 3.4.2                                                                                                                                                                                                                                                                  |                                                          |    |            |
| <b>2. QUALIFICATIONS THE PROJECT LEADER</b>                                                |                                                                                                                                                                                                                                                                                                                                                       |                                                          |    | <b>40</b>  |
| Qualification of the project leader to be assigned to the project.                         | Certified copies of:<br>1. Qualifications in the field of Ecological Science or Botanical Science or Conservation Science.<br><br>2. SACNASP Registration as a Professional Natural Scientist, in the Field of Ecological Science.                                                                                                                    | PhD qualification and SACNASP registered                 | 40 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | Masters qualification and SACNASP registered             | 20 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | Degree qualification and SACNASP registered              | 10 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | Below Degree Qualification or No qualification provided. | 0  |            |
| <b>3 EXPERIENCE OF THE PROJECT LEADER TO BE ASSIGNED TO THE PROJECT</b>                    |                                                                                                                                                                                                                                                                                                                                                       |                                                          |    | <b>40</b>  |
| Previous experiences, expertise and track record of Veld Condition Assessment Assessments. | Reference letter(s) on employer's company letterhead<br><br><b>NB:</b><br>➤ The reference letter must indicate the i) contract starting and ending date, ii) project value, iii) reference contact details, and iv) contract description of service.<br><br>➤ Reference letters received without any of the above information will not be considered. | More than Ten (10) reference letters.                    | 40 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | Nine (9) to (10) reference letters.                      | 30 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | Seven (7) to eight (8) reference letters.                | 25 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | Two (2) to six (6) reference letters.                    | 10 |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       | One (1) or no reference letter submitted.                | 0  |            |
|                                                                                            |                                                                                                                                                                                                                                                                                                                                                       |                                                          |    |            |
| <b>TOTAL POINTS</b>                                                                        |                                                                                                                                                                                                                                                                                                                                                       |                                                          |    | <b>100</b> |

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#### 6.4. Phase 3: Price and Preferential Point Scoring System

80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included)]

The following formula must be used to calculate the points for price of tenders/procurement with the rand value up to R50 000 000.00, inclusive of all applicable taxes:

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- (a) A maximum of **20 points** will be awarded in accordance with the table below.
- (b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (c) Only the tender with the highest number of points scored may be selected for an award.

6.4.2. **Table 8: Preferential Points for Specific Goals:**

| NO | PREFERANTIAL GOALS                      | (20 POINTS) | MEANS OF VERIFICATION                                                                                                   |
|----|-----------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------|
|    | <b>HDI's</b>                            |             |                                                                                                                         |
| 1  | Black People                            | 7           | CSD report and/or copy of company CIPC registration certificate                                                         |
| 2  | Women                                   | 4           | CSD report                                                                                                              |
| 3  | Persons with Disability                 | 2           | Original or Certified Copy of certificate/confirmation of Disability Status                                             |
|    | <b>SPECIFIC GOALS</b>                   |             |                                                                                                                         |
| 1  | Youth                                   | 4           | CSD report                                                                                                              |
| 2  | Enterprises located in Limpopo Province | 3           | Recent Municipal account or Local Authority Letter for confirmation of Local Address ( <i>not older than 3 months</i> ) |

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6.4.2.1. Tenderers are required furnish above documentary proof to the satisfaction of the Department that the claims for preferential goals are correct.

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary

#### 6.4.2.3. Definitions – Specific goals

**“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.

**“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.

**“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.

**“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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**“Persons with Disability”** - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998)

**“Price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

**“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

**“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.

**“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.

**“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.

**“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

## 7. BID AWARD AND CONTRACT CONDITIONS

- 7.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture. Consortia and joint venture members should be advised that each member would be held jointly and severally liable for the performance of the consortium or joint venture. They must also submit tax clearance certificate from both companies.
- 7.2. The Ecologist, responsible for Veld Condition Assessments must be registered as a Professional Natural Scientist in the field of Ecological Science with the South African Council for Natural Scientific Professions (SACNASP), as stipulated in the Natural Scientific Professions Act (SA, 2003), section 20 (1) in one or a combination of the following Fields of Practice: a) Botanical Science; b) Ecological Science; and c) Conservation Science

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- 7.3. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 7.4. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 7.5. LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 7.6. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
- a) Due to changed circumstance, there is no longer a need for the services tendered for;
  - b) If funds are no longer available to cover the total envisaged expenditure;
  - c) If no acceptable tenders are received;
  - d) If there is a material irregularity in the tender process
- 7.7. No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 7.8. The department reserves the right to communicate with the shortlisted bidders as and when necessary.
- 7.9. The contract period will be from the commencement date of the contract.
- 7.10. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 7.11. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 7.12. The contract shall be concluded between LEDET and the successful service provider(s).

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- 7.13. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury e-Tender Portal.
- 7.14. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 7.15. The Department will check with National Treasury's database prior to awarding to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- 7.16. The bidder or any of its directors has not:
- a) Listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the state.
  - b) Abused the employers supply chain management system
  - c) Failed to perform on any previous contract and has been given a written notice in this effect.
  - d) All information and details must be legible/ readable.
- 7.17. If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.
- 7.18. Bidders submitting two or more offers under different names without declaring will be disqualified.
- 7.19. An appointed bidder must construct payment structure per phases.
- 7.20. Each communication between the Department and a Bidder shall be to or from the Department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Department shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Department are stated.

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- 7.21. Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
- 7.22. The Department may accept or reject any variation, deviation, bid offer or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- 7.23. The employer and each Bidder submitting a Bid offer shall comply with these terms and conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently.

## 8. **BID PRICING INSTRUCTIONS**

- 8.1. The Service provider is required to submit at their own cost a Project Proposal in which they will show their ability to perform the tasks described in this terms of reference, and provide a quotation per Nature Reserve, as stipulated in Tables 9 – 11
- 8.2. Costs include:
- a. The field work to conduct herbaceous - and/or woody layer assessment per sampling plot for each Nature Reserve.
  - b. The preparation and submission of progress reports as stipulated under Subsection 4.3.
  - c. Data processing as sampled, for each nature reserve.
  - d. Data population of spreadsheets as stipulated under Subsection 4.3.
  - c. Preparation and submission of PDF documents for each nature reserve as stipulated under Subsection 4.3.
  - d. Any other cost incurred for transport, accommodation, equipment or any other unforeseen events to execute deliverables 1 – 6 (Subsection 4.3).
- 8.3. Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have.
- 8.4. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.

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- 8.5. Prices based on currencies other than the South African Rand, the exchange rate utilised, and the date of the exchange rate must be clearly indicated.
- 8.6. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

**NB: BID PRICE MUST BE INCLUDED IN ENVELOPE 2: FINANCIAL ENVELOPE**

**9. NEGOTIATIONS**

- 9.1. The department reserves the right to negotiate price with recommendable bidders.

**10. PENALTIES**

- 10.1. Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department may also consider termination of the contract in terms of the GCC

**11. BRIEFING SESSION**

- 11.1. Bidders are required to attend a non-compulsory virtual briefing session, which will be held on the 06/08/2024 at 11h00.

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## 12. ADDRESS AND DEADLINE FOR SUBMISSION OF BIDS

Proposals by bidder must be submitted in a single sealed envelope, containing the two separately sealed envelopes required, marked:

**BIDDER'S SERVICES TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM TO DO ANNUAL VELD CONDITION ASSESSMENTS (VCA) ON STATE OWNED NATURE RESERVES IN LIMPOPO FOR THE PERIOD OF THREE YEARS.**

and hand deposit into:

**The Silver Tender Box,  
Evridiki Towers,  
Department of Economic Development, Environment and Tourism  
19 Biccard Street  
Polokwane  
0700**

The Department will record all proposals/bids received by the deadline.

## 13. CONFIDENTIALITY

- 13.1. All documents and data provided under this contract shall remain the property of the department, and shall be treated as confidential.

## 14. PAYMENTS

- 14.1. Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

## 15. BID VALIDITY PERIOD

- 15.1. All bids submitted by the bidders must be valid for a period of **150 days** from the closing date.

## 16. LATE BIDS

- 16.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

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## 17. BID ENQUIRIES

All enquiries regarding the bid may be directed to the following:

| Technical Enquiries                                                                                                       | Bidding Process                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Mr. Blignaut CJ<br>Biodiversity Management<br>Tel: (015) 290 7165<br>Cell: 082 442 8877<br>Email: BlignautCJ@ledet.gov.za | Ms. Makhubele VM<br>Supply Chain Management<br>Tel: (015) 293 8852<br>Cell: 083 649 0624<br>Email: MakhubeleVM@ledet.gov.za |

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## APPENDIX A:

# VEGETATION ASSESSMENTS

### 1. VELD CONDITION ASSESSMENTS (TAINTON, 1999)

Veld Condition Assessments should ideally take the ecological approach whereby the long-term stability of the community and its ability to protect the soil from unacceptable rates of soil loss are judged to be of primary importance (Wilson *et al.*, 1984). Communities in good condition are also likely to be the most productive in the long term (Tainton, 1988).

There are three main objectives for assessing Veld Condition:

- a. To evaluate Veld Condition relative to its potential in that Ecological Zone.
- b. To evaluate the effects of current management on Veld Condition and to monitor changes over time.
- c. To classify the different vegetation types on the farm (Nature Reserve) and quantify their condition.

### 2. THE HERBACEOUS LAYER (HARDY ET AL. 1999)

Most of the environmental variables responsible for vegetation patterns cannot be manipulated (Hardy *et al.*, 1999). Defoliation by Grazing and fire can be controlled, however, by the grazer and both variables will influence the dynamics of Plant Communities (Bosch & van Rensburg, 1987; van Rensburg & Bosch, 1990; Morris *et al.*, 1992; Hurt *et al.*, 1993). Certain species respond differently to the same grazing impact because of different environmental variables (Bosch & van Rensburg, 1987; van Rensburg & Bosch, 1990). Hence, the need to assess vegetation within a specific ecological zone where spatial variation in the abiotic environment such as soils, temperature and climate, is kept to a minimum and where the vegetation is therefore relatively homogeneous. In these homogenous vegetation types several studies have shown that grazing and fire are of prime importance in determining the state of health of an area of veld (Hardy & Mentis, 1986; Bosch & van Rensburg, 1987; McKenzie, 1987; Hardy & Hurt, 1989; van Rensburg & Bosch, 1990).

The past two decades have seen several methods for indexing veld condition of the grassland areas of southern Africa (Roberts, 1970; Foran *et al.*, 1978; Tainton *et al.*,

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1980; Voster, 1982; Mentis, 1983; Barnes *et al.*, 1984; Heard *et al.*, 1986; Willis & Trollope, 1987; Hurt & Hardy, 1989.

## 2.1. SAMPLE SITES AND POINT SAMPLES

### Hardy *et al.* (1999):

A common feature across all techniques is an assessment of the relative abundance of plant species in a sample site in using the following procedures:

- a. A relatively homogeneous sample of veld is selected on a site that has uniform slope, aspect, and soil properties.
- b. The area is point sampled systematically (Foran *et al.*, 1978; Everson & Clark, 1987). For homogeneous grassland communities, 200 observations seem adequate (Hardy & Walker, 1991), except for areas with a high alpha diversity. Sampling positions can conveniently be located in a number of ways, such as for example, a wheel point, step-point or spike point (Mentis, 1981). The abundance of each species is then expressed as a proportion of the total number of observations for the sample site and is usually expressed as a percentage.

The survey may be conducted on a small, 30 meter by 30 meter (30 m × 30 m), representative area of the sample site, or along transects which traverse the whole area. The latter is preferred when assessments are to be related to practical farm management, while the former is often advocated for research and monitoring programmes.

### Voster (1999):

Sites are surveyed along parallel transects, normally 5 meters (m) apart and 25 meters (m) long, using a point sample method. Sample sites must represent the veld unit which is to be assessed. If the veld is heterogeneous, a number of sites must be assessed to obtain an average for the veld unit as a whole.

The size of the sample site is normally 25 meters by 25 meters (25 m × 25 m), if there are 100 point samples. Should there be 200 point samples, the sample site should be 25 meters by 40 meters (25 m × 40 m).

The number of point samples should be at least 100 points, if the herbaceous crown cover is 30 % or more. Should the crown cover of the herbaceous layer be less than

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30 %, then the point samples should be 200 points. If the herbaceous crown cover is extremely sparse, the number of point samples should be increased to 500 points. Point samples are recorded at 1-meter intervals.

The point sample technique involves walking in a straight line, and with each one meter (1 m) interval an observation is recorded by lowering a sharpened spike vertically to the ground alongside the sample marker, or at the tip of the shoe. The following must be recorded at each observation:

- a. Herbaceous species.
- b. Basal strike: A basal strike is recorded if the pointer strikes within the rooted perimeter of an herbaceous plant.
- c. Canopy strike: A Canopy strike is recorded when the tip of the pointer descends through the canopy (or imaginary circumference of the canopy) of the herbaceous plant. A canopy strike is also recorded for a basal strike.

#### **THE ECOLOGICAL INDEX METHOD (HARDY ET AL., 1999; VOSTER, 1999)**

Methods based on ecological principles, index veld condition according to the response of vegetation to abiotic and biotic environmental impacts. The methods most used in the grasslands of southern Africa and in many of the savanna regions apply classical succession theory, that is, vegetation moves in sympathy with the environment between a pioneer- and climax community. Vegetation condition is equated with this axis of succession, with condition varying from poor, pioneer state, to excellent (dominated by climax- or subclimax grasses. The frequency and intensity of defoliation by grazing and fire are the major environmental variables affecting progression or retrogression along the successional pathway. It is assumed that the defoliation regime can be designed to change the state of the vegetation to that most suited to the management objectives, and that judicious management can be used to alter or maintain veld condition to ensure a sustained high level of production. It is further assumed that soil and climatic factors, particularly rainfall, also influence vegetation condition, especially in the semi-arid grasslands, but that within areas of homogeneous climate and soils, defoliation by grazing still has the major, or at least an extremely important impact.

The basis of the Ecological Index Method is the estimation of the condition, called the Veld Condition Index of a sample of veld. To do this, it is necessary to:

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- a. Classify the plant species into ecological groups.
- b. Allocate a relative Ecological Index Value to each group.
- c. Determine the relative percentage of each ecological group in the sample site.

The classification of plant species into ecological groups is probably the most important principle on which the ecological index method rests. Faulty classification can lead to incorrect estimates of the productivity and ecological status of the veld. The most realistic and ecologically sound method of species classification is based on their reaction to injudicious veld management practices and other events such as droughts and fire (Dyksterhuis, 1949).

Voster (1982), describes the Ecological Index Method for assessing karroid vegetation. Tainton (1982), made adaptations to the methods to be used in grassland vegetation. According to the Ecological Index Method, Grass species are classified in a manner similar to those previously described (Dyksterhuis, 1949; Tainton *et al.* 1980), in the following ecological groups:

- a. Decreaser grass species: These grass species dominate in veld in excellent condition and are considered most productive and stable if well managed. Grass species in this ecological group are mostly palatable climax grass species, with an Ecological Index Value 10.
- b. Increaser Ia Grass Species: The grass species increase in abundance of moderate under-utilization for an extended period. Grass species are unpalatable climax grass species, with an ecological index value of 7.
- c. Increaser Ib Grass species: These grasses are rare in veld in excellent condition, and they increase in abundance where defoliation is minimal or absent. Grass species in this ecological group are unpalatable climax grass species, with an Ecological Index Value of 7.
- d. Increaser IIa Grass species: These grasses are rare in veld in excellent condition and increase in abundance with moderate over-utilization in the long term. Increaser IIb grass species, increases when the abundance of Decreaser grass species declines. Grass species in this ecological group are moderately palatable sub-climax grasses species, with an Ecological Index Value of 4.
- e. Increaser IIb Grass Species: These grasses are rare in veld in excellent condition, and they increase when the veld is heavily over-grazed for an

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extended period. Increaser IIb grass species increase when the abundance of Increaser IIa grass species declines. Grass species in this ecological group are mostly unpalatable perennial pioneer grass species, with an Ecological Index Value of 4.

- f. Increaser IIc Grass Species: These grasses are rare in veld in excellent condition, and they increase when the veld is heavily over-grazed for an extended period. Increaser IIc grass species increase when the abundance of Increaser IIb grass species declines. Grass species in this ecological group are unpalatable rain dependant annual grass species, with an Ecological Index Value of 1.
- g. Invader Species: Mostly forbs or sedges that is present in poor veld and increase with severe over-utilization, with an Ecological Index Value of 1.

A Veld Condition Score for a particular sample site is the sum of the products of the proportion contributed by the different ecological groups and their Ecological Index Values assigned to each group. The maximum score, therefore, is a 1000 or 100 % if all the grass species, recorded are Decreaser grass species or a 100 (10 %) if all the species recorded are either invader species, or Increaser IIc grass species. A Bare ground recording is zero (0) points, and therefore the Veld Condition Score can potentially be less than a 100 (10%).

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### 3. THE WOODY LAYER (TAINTON, 1999)

#### 3.1. DATA RECORDING

Important characteristics of the woody component of savannas which must be assessed includes:

- a. The density of the woody component. This may be recorded directly or indirectly from survey data.
- b. The species of the woody plants present and the density of the key species among them.
- c. The size distribution of these woody plants.
- d. The dimensions of the canopy of the woody layer to calculate total browsable volume.

#### 3.2. SURVEY TECHNIQUES

Any number of field procedures may be used to sample the woody layer of savanna plant communities. The number of woody species may for example, be recorded within a belt transect whose length and breadth will be determined by the density of the woody species. The greater the density of the woody plants, the smaller the sample area need be.

Sampling usually involves laying down a chain, or similar marker, of appropriate length at various positions within the area to be sampled. The operator then walks along the chain holding a rod (usually 2 meters long) horizontally at right angles to the chain and with its center vertically above the chain. The ends of the rod define the width of the sample. All woody plants which fall within this sample area will then be recorded.

Alternatively, a step-point procedure can be used when the nearest woody plant within previously designated height classes is recorded at point positions spaced at regular intervals along a series of transects covering the area to be sampled. If the distance of each individual from the sample point is measured, an equation such as that developed by Hardy and Tainton (1993), for tufted grasslands can be used to estimate the density of each species separately, provided each is adequately sampled, as well as of the whole community. Stuart-Hill (1989) has used the Point-Centred-Quarter method of Cottam & Curtus (1956) to establish sampling positions. Here a right-angled cross is marked on the ground at predetermined intervals along a transect, one axis

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of which may be laid along the transect axis, or its positioning may be random at each sampling position. The required recordings are then taken in each quarter.

### 3.3. TREE EQUIVALENTS

A Tree Equivalent is defined as a 1.5-meter-tall tree or shrub. To calculate the number of Tree Equivalents in a particular area, one needs only to divide the estimated total length of all the trees in the sample by 1.5. Tree Equivalent values are normally expressed as Tree Equivalents per Hectare (te/ha). Such Tree Equivalents may also be expressed in terms of Canopy Volume rather than tree height (Teague, 1989).

### 3.4. BROWSE UNITS

The Browse Unit was developed to estimate the browsing value in Savannas. It represents the total browsable length of palatable trees and shrubs within 1.5 meters of the soil surface, and it is derived by adding together those portions of all palatable trees and shrubs within 1.5 meters (m) stratum. Browser Units are normally expressed per unit area of land, and volume may be used instead of height (Teague, 1989).

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Table 9: Cost of an Herbaceous Layer Assessment for each Nature Reserve, required for deliverable 1 – 6, stipulated under Subsection 4.3.

| NATURE RESERVE |               | PAYMENTS (IN RAND) |   |   |   |   |   | NUMBER OF SURVEY PLOTS | COST     |       |
|----------------|---------------|--------------------|---|---|---|---|---|------------------------|----------|-------|
| GROUP          | NAME          | 1                  | 2 | 3 | 4 | 5 | 6 |                        | PER PLOT | TOTAL |
| A              | 1. Bothasvley |                    |   |   |   |   |   | 4                      |          |       |
|                | 2. Makuya     |                    |   |   |   |   |   | 15                     |          |       |
|                | 3. Masebe     |                    |   |   |   |   |   | 8                      |          |       |
|                | 4. Messina    |                    |   |   |   |   |   | 15                     |          |       |
|                | 5. Nwanedi    |                    |   |   |   |   |   | 13                     |          |       |
|                | 6. Percy Fyfe |                    |   |   |   |   |   | 15                     |          |       |
|                | 7. Potlake    |                    |   |   |   |   |   | 7                      |          |       |
|                | 8. Witvinger  |                    |   |   |   |   |   | 12                     |          |       |
|                | 9. Wonderkop  |                    |   |   |   |   |   | 34                     |          |       |
|                | 10. Nzhelele  |                    |   |   |   |   |   | 4                      |          |       |
| B              | 1. Blouberg   |                    |   |   |   |   |   | 26                     |          |       |
|                | 2. D'nyala    |                    |   |   |   |   |   | 27                     |          |       |
|                | 3. Doorndraai |                    |   |   |   |   |   | 15                     |          |       |
|                | 4. Langjan    |                    |   |   |   |   |   | 11                     |          |       |

| NATURE RESERVE |                   | PAYMENTS (IN RAND) |   |   |   |   |   | NUMBER OF SURVEY PLOTS | COST     |       |  |
|----------------|-------------------|--------------------|---|---|---|---|---|------------------------|----------|-------|--|
| GROUP          | NAME              | 1                  | 2 | 3 | 4 | 5 | 6 |                        | PER PLOT | TOTAL |  |
|                | 5. Maleboch       |                    |   |   |   |   |   | 7                      |          |       |  |
|                | 6. Manombe        |                    |   |   |   |   |   | 7                      |          |       |  |
|                | 7. Nylsvley       |                    |   |   |   |   |   | 7                      |          |       |  |
|                | 8. Rust de Winter |                    |   |   |   |   |   | 7                      |          |       |  |
|                | 9. Turfloop       |                    |   |   |   |   |   | 3                      |          |       |  |
|                | 1. Atherstone     |                    |   |   |   |   |   | 34                     |          |       |  |
|                | 2. Hans Merensky  |                    |   |   |   |   |   | 12                     |          |       |  |
| C              | 3. Lekgalameetsi  |                    |   |   |   |   |   | 27                     |          |       |  |
|                | 4. Letaba Ranch   |                    |   |   |   |   |   | 28                     |          |       |  |
|                | 5. Mantrombe      |                    |   |   |   |   |   | 3                      |          |       |  |
|                | 6. Schuinsdraai   |                    |   |   |   |   |   | 22                     |          |       |  |
|                | 7. Leswena        |                    |   |   |   |   |   | 4                      |          |       |  |
|                | TOTAL             |                    |   |   |   |   |   |                        | 367      |       |  |

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**Table 10: Cost of a Woody Layer Assessments for each Nature Reserve, required for deliverable 1 – 6, stipulated under Subsection 4.3.**

| NATURE RESERVE |               | PAYMENTS (IN RAND) |   |   |   |   |   | NUMBER OF SURVEY PLOTS | COST     |       |
|----------------|---------------|--------------------|---|---|---|---|---|------------------------|----------|-------|
| GROUP          | NAME          | 1                  | 2 | 3 | 4 | 5 | 6 |                        | PER PLOT | TOTAL |
| A              | 1. Bothasvley |                    |   |   |   |   |   | 3                      |          |       |
|                | 2. Makuya     |                    |   |   |   |   |   | 10                     |          |       |
|                | 3. Masebe     |                    |   |   |   |   |   | 8                      |          |       |
|                | 4. Messina    |                    |   |   |   |   |   | 11                     |          |       |
|                | 5. Nwanedi    |                    |   |   |   |   |   | 11                     |          |       |
|                | 6. Percy Fyfe |                    |   |   |   |   |   | 7                      |          |       |
|                | 7. Potlake    |                    |   |   |   |   |   | 6                      |          |       |
|                | 8. Witvinger  |                    |   |   |   |   |   | 8                      |          |       |
|                | 9. Wonderkop  |                    |   |   |   |   |   | 27                     |          |       |
|                | 10. Nzhelele  |                    |   |   |   |   |   | 3                      |          |       |
| B              | 1. Blouberg   |                    |   |   |   |   |   | 17                     |          |       |
|                | 2. D'nyala    |                    |   |   |   |   |   | 19                     |          |       |
|                | 3. Doorndraai |                    |   |   |   |   |   | 12                     |          |       |
|                | 4. Langjan    |                    |   |   |   |   |   | 9                      |          |       |

| NATURE RESERVE |                   | PAYMENTS (IN RAND) |   |   |   |   |   | NUMBER OF SURVEY PLOTS | COST     |       |
|----------------|-------------------|--------------------|---|---|---|---|---|------------------------|----------|-------|
| GROUP          | NAME              | 1                  | 2 | 3 | 4 | 5 | 6 |                        | PER PLOT | TOTAL |
|                | 5. Maleboch       |                    |   |   |   |   |   | 6                      |          |       |
|                | 6. Manombe        |                    |   |   |   |   |   | 6                      |          |       |
|                | 7. Nylsvley       |                    |   |   |   |   |   | 6                      |          |       |
|                | 8. Rust de Winter |                    |   |   |   |   |   | 3                      |          |       |
|                | 9. Turfloop       |                    |   |   |   |   |   | 2                      |          |       |
|                | 1. Atherstone     |                    |   |   |   |   |   | 30                     |          |       |
|                | 2. Hans Merensky  |                    |   |   |   |   |   | 9                      |          |       |
|                | 3. Lekgalameetsi  |                    |   |   |   |   |   | 0                      |          |       |
|                | 4. Letaba Ranch   |                    |   |   |   |   |   | 25                     |          |       |
|                | 5. Mantrombe      |                    |   |   |   |   |   | 2                      |          |       |
|                | 6. Schuinsdraai   |                    |   |   |   |   |   | 19                     |          |       |
|                | 7. Leswena        |                    |   |   |   |   |   | 3                      |          |       |
| <b>TOTAL</b>   |                   |                    |   |   |   |   |   | <b>262</b>             |          |       |

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**Table 11: Total cost of Veld Condition Assessments for each Nature Reserve, required for deliverable 1 – 6, stipulated under Subsection 4.3.**

| NATURE RESERVE |               | COST                              |                                |       |
|----------------|---------------|-----------------------------------|--------------------------------|-------|
| GROUP          | NAME          | VELD CONDITION ASSESSMENT (TOTAL) | WOODY LAYER ASSESSMENT (TOTAL) | TOTAL |
| A              | 1. Bothasvley |                                   |                                |       |
|                | 2. Makuya     |                                   |                                |       |
|                | 3. Masebe     |                                   |                                |       |
|                | 4. Musina     |                                   |                                |       |
|                | 5. Nwanedi    |                                   |                                |       |
|                | 6. Percy Fyfe |                                   |                                |       |
|                | 7. Potlake    |                                   |                                |       |
|                | 8. Witvinger  |                                   |                                |       |
|                | 9. Wonderkop  |                                   |                                |       |
|                | 10. Nzhelele  |                                   |                                |       |
| B              | 1. Blouberg   |                                   |                                |       |
|                | 2. D'nyala    |                                   |                                |       |
|                | 3. Doondraai  |                                   |                                |       |
|                | 4. Langjan    |                                   |                                |       |

|             |                   |  |  |  |  |
|-------------|-------------------|--|--|--|--|
|             | 5. Maleboch       |  |  |  |  |
|             | 6. Manombe        |  |  |  |  |
|             | 7. Nylsvley       |  |  |  |  |
|             | 8. Rust de Winter |  |  |  |  |
|             | 9. Turfloop       |  |  |  |  |
| C           | 1. Atherstone     |  |  |  |  |
|             | 2. Hans Merensky  |  |  |  |  |
|             | 3. Lekgalameetsi  |  |  |  |  |
|             | 4. Letaba Ranch   |  |  |  |  |
|             | 5. Mantrombe      |  |  |  |  |
|             | 6. Schuinsdraai   |  |  |  |  |
|             | 7. Leswena        |  |  |  |  |
| TOTAL PRICE |                   |  |  |  |  |

**NB:**

- BID PRICE / COST BREAK DOWN SHOULD BE INCLUDED IN ENVELOPE 2 : FINANCIAL PROPOSAL , FAILURE TO ADHERE TO THIS REQUIREMENT WILL LEAD TO DISQUALIFICATION OF YOUR BID.
- BIDDERS MAY PREPARE SEPARATE COST BREAK DOWN IF THE ABOVE TABLES ARE NOT SUFFICIENT TO INCLUDE ALL ITEMS.
- THE TOTAL BID PRICE MUST BE TRANSFERRED SBD 3.3 DOCUMENT.

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| <b>2. Application</b>                                            | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>3. General</b>                                                | <p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>4. Standards</b>                                              | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>6. Patent rights</b>                                          | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>7. Performance security</b>                                   | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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

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