

DEPARTMENT OF ECONOMIC DEVELOPMENT ENVIRONMENT AND TOURISM
SECURITY AND INVESTIGATION SERVICES
2026 -07- 2 3
PRIVATE BAG X9484

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO ECONOMIC DEVELOPMENT ENVIRONMENT AND TOURISM) LIMPOPO PROVINCE

BID NUMBER:	EDET 328/2026	CLOSING DATE:	18 AUGUST 2026	CLOSING TIME:	11H00
DESCRIPTION	INVITATION TO BID LIVE SALE AND CAPTURE OF BUFFALOS, RHINOCEROS, ELEPHANTS AND COMMON GAME IN ATHERSTONE, PERCY FYFE, SCHUINSDRRAI AND BLOUBERG NATURE RESERVES FOR A PERIOD OF ONE (1) YEAR				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					

DEPARTMENT OF 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	MS NDOVELA SS
TELEPHONE NUMBER	015 293 8852 / 083 649 0624	TELEPHONE NUMBER	078 086 5586
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MakhubeleVM@ledet.gov.za	E-MAIL ADDRESS	<u>MoswaneSS@ledet.gov.za</u>

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - BIDS WITH A RAND VALUE ABOVE R2000.00 AND R50 000 000.00 INCLUSIVE OF ALL APPLICABLE TAXES, 80/20 PREFERENTIAL SYSTEM WILL BE APPLICABLE
 - BIDS WITH A RAND VALUE ABOVE R50 000 000.00 WILL BE EVALUATED ON A 90/10 PREFERENCE SYSTEM
- 1.4. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/ INDENTITY NUMBER; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.5. A COPY OF THE CSD REPORT SHOULD BE SUBMITTED WITH RESPONSE TO THE INVITATION
- 1.6. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) OR THE SERVICE LEVEL AGREEMENT (SLA)**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 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

.....
Date

.....
Position

.....
Name of Bidder

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number EDET 32782026
Closing Time 11:00	Closing date 18/08/ 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		INVITATION TO BID LIVE SALE AND CAPTURE OF BUFFALOS, RHINOCEROS, ELEPHANTS AND COMMON GAME IN ATHERSTONE, PERCY FYFE, SCHUINSDRAI AND BLOUBERG NATURE RESERVES FOR A PERIOD OF ONE (1) YEAR	R.....

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery *Delivery: Firm/not firm
- Delivery basis

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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

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

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
Total points for Price and SPECIFIC GOALS	100

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

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

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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS			
SPECIFIC GOALS			
1	Black People (Submit CSD report or certified copy of company CIPC registration certificate)	4	
2	Women (Submit CSD report or certified copy of company CIPC registration certificate or certified ID copy)	3	
3	Persons with disability (Submit Original or Certified Copy of certificate/confirmation of Disability Status)	2	
SPECIFIC GOALS			
1	Youth (Submit CSD report or certified copy of company CIPC registration certificate or certified ID copy)	2	
2	Micro, Small and Medium enterprises (MSMEs) (Submit a sworn affidavit confirming bidder's annual turnover supported by CSD report)	2	
3	Cooperatives (Submit CSD report or certified copy of company CIPC registration certificate)	2	
4	Enterprise Located in Limpopo Province	3	

	(Submit Recent Municipal account <i>(it must be in the name of the business and not older than 3 months)</i>) <u>or</u> Local Authority Letter for confirmation of Local Address <i>(it must be in the name of the business and not older than 3 months)</i> <u>or</u> Active Lease Agreement In case where a director of the company operates a business from the same residential where he/she resides, the affidavit by commissioner of oath must be submitted and accompanied by proof of rates and taxes.)		
5	Military Veterans (Submit Certified copy of Military veteran Certificate issued by Department of Military Veterans (DMV))	2	
	TOTAL	20	

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

.....
Date

.....
Position

.....
Name of Bidder

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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RSA.

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

7. Performance security

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

8. Inspections, tests and analyses

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

- (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

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

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

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



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

TERMS OF REFERENCE

FOR

**INVITATION TO BID LIVE SALE AND CAPTURE OF
BUFFALOS, RHINOCEROS, ELEPHANTS AND COMMON
GAME IN ATHERSTONE, PERCY FYFE, SCHUINSDRRAI
AND BLOUBERG NATURE RESERVES FOR A PERIOD OF
ONE (1) YEAR**

remove of live game in various Nature Reserves. The Following species are available for sale. Buffalos, Elephants. Rhinoceros and Common Game. The affected Nature Reserves are Atherstone, Percy Fyfe, Schuinsdraai and Blouberg Nature Reserves. This initiative forms part of LEDET's game reduction programme. Suitable bidders will be awarded the allocated number for one season of game removal in line with Gazetted Norms and standards.

2. OBJECTIVES

- Manage and reduce Game population of the selected Nature Reserve.
- Facilitate purchase, live capture and removal of game from selected Nature Reserve.
- Enhance revenue generation for the department.

3. SCOPE OF WORK

The appointed Bidder/Purchaser shall:

- Purchase live game of species: Buffalos, Elephants, Rhinoceros and Common Game at Atherstone, Percy Fyfe, Schuinsdraai and Blouberg Nature Reserves under management of LEDET.
- Live Capture & Handling: Capture of designated buffalos individuals/herds using approved veterinary legislative obligation in Atherstone, Percy five and Blouberg Nature Reserves.
- Conduct live capture operations (including upgrading of existing holding boma and erection of additional bomas if needed).
- Conduct live capture operations.
- Provide all resources and equipment required to capture and remove animals live e.g. aircraft, transport, and human resources etc.
- Provide Transportation: Safe transport of captured buffalos to a pre-approved destination.
- Assume ownership and responsibility once animals are tranquilized inside or outside of the Boma.
- Bear all operational costs (capture, veterinary costs, transportation etc).

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- Safety and Welfare: Strict adherence to veterinary standards to ensure the welfare of the animals during capture and transportation.
- Ensure compliance with environmental and veterinary regulations.
- Permitting: Adherence to all local, national, and CITES regulations for the movement of wildlife.
- Acquire all relevant permits prior to operations.

NB: Bidders must supply bomas for quarantine and veterinary test as required by veterinary department were applicable.

4. ALLOCATION OF PACKAGES

4.1. Buffalos Packages

This package is for three Natures Reserve each reserve bid must be submitted separately.

Reserve Name	Species	Allocated Number	Male	Female	Minimum Tariff Per Package
Atherstone Nature Reserve	Buffalo	150	50	100	R 24 213 750,00
Percy Fyfe Nature Reserve	Buffalo	40	10	30	R 6 457 000,00
Blouberg Nature Reserve	Buffalo	40	10	30	R 6 457 000,00
Total per					R 37 127 750,00

4.2. Elephants Packages

This package is for Elephants and is applicable for Atherstone Nature reserve only.

Reserve Name	Species	Allocated Number	Male	Female	Minimum Tariff Per Package
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Atherstone Nature Reserve	Elephant	120	30	90	R 2 400 000,00
Total per					R 2 400 000,00

4.3. Common Game Packages

All bidders must indicate name of the nature reserve and package number bidding for, and each package must be clearly and correctly numbered.

Reserve Name	Package Number	Species	Allocated Number	Male	Female	Minimum Tariff Per Package
ATHERSTONE	1	Impala	177	77	100	R 230 100,00
		Burchell Zebra	157	57	100	R 788 925,00
		Waterbuck	02	1	1	R 10 050,00
		Blue Wildebeest	39	09	30	R 167 973,00
	Total					R 1 188 048,00
	2	Impala	237	76	161	R 308 100,00
		Burchell Zebras	177	77	100	R 889 425,00
		Waterbuck	32	12	20	R 160 800,00
		Blue Wildebeest	89	29	60	R 383 323,00
	Total					R 1 741 648,00
	3	Impala	237	76	161	R 308 100,00
		Burchell Zebras	177	77	100	R 889 425,00
		Waterbuck	32	12	20	R 160 800,00

		Blue Wildebeest	89	29	60	R 383 323,00
	Total					R 1 741 648,00
	4	Impala	237	76	161	R 308 100,00
		Burchell Zebras	177	77	100	R 889 425,00
		Waterbuck	32	12	20	R 160 800,00
		Blue Wildebeest	89	29	60	R 383 323,00
	Total					R 1 741 648,00

Reserve Name	Package Number	Species	Allocated Number	Male	Female	Minimum Tariff Per Package
SCHUINSDRAAI EASTERN SECTION	Package 1	Blue Wildebeest	126	36	90	R 542 682,00
		Impala	500	150	350	R 650 000,00
Total per						R 1 192 682,00

Reserve Name	Package Number	Species	Allocated Number	Male	Female	Minimum Tariff Per Package
	Package 2	Burchell Zebra	370	70	300	R 1 593 590
		IMPALA	510	110	400	R 663 000,00

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SCHUINSDRAAI WESTERN SECTION		BLUE WILDEBEESTS	40	10	30	R 201 000,00
Total per						R 2 457 590,00

Table below illustrates the acceptable minimum tariffs per species as approved by Treasury 2026/2027FY, bid below minimum tariffs listed below will not considered.

SPECIES	PROPOSED (R) (Minimum PT Tariffs)
Gemsbok	R8 615.00
Giraffe	R17 225.00
Impala	R1 300 .00
Kudu	R6 500,00
Tsetsebe	R20 095.00
Waterbuck	R5 025.00
Wildebeest (Blue)	R4 307.00
Elephant	R20 000.00
Buffalo	R161 425.00
White Rhino	R477 085.00
Zebra	R5025.00

Note:

- **Mortalities or injuries to animals during capture will be deemed purchased and included in the total count.**
- **The bidders may bid for one or more packages or/and reserves.**
- **LEDET reserves the right to appoint more than one bidder per reserve**

5. Bid Submission Requirements

Bidders must submit the following as requirements:

- Proof of financial capability.
- Resources: Availability of specialized equipment, vehicles, and capture teams. Provide the proof of equipment ownership required to carry the operation (helicopter, transport, Boma and other equipment).
- Experience: Proven track record in large mammal capture (specifically buffalos capture). References to previous similar operations

NB:

- **If the bidder is outsourcing any of the above, the proof of agreement must be attached.**
- **Failure to provide the above requirements on bullet one and two on item 5 of bid submission requirement, bidder will be disqualified.**

6. BID SPECIAL CONDITIONS

- Bidder/Purchaser must pay full amount, and the payment must reflect into departmental account before capture operations start and provide proof thereof.
- The price will differ per nature reserve.
- Operations will be supervised by the Reserve Manager.
- Mortalities or injuries to animals during capture will be deemed purchased and included in the total count.
- Mortalities, injuries, or releases must be confirmed with the Reserve Manager.
- All captured animals are deemed purchased once inside the boma or tranquilized, whichever comes first.
- All required permits must be presented to the Reserve Manager before capture operation commence.
- The bidders may bid for one or more reserve.
- LEDET reserves the right to appoint more than one bidder per reserve
- The Reserve Management may exclude certain animals from capture.

- Mortalities, injuries, or releases must be confirmed with the Reserve Management.
- All animals are deemed purchased once tranquilized.
- Only bidder's bids above approved by Provincial Treasury tariffs will be considered.
- Bids below Treasury tariffs will be disqualified.
- Appointment will be based on the highest offer above Treasury-approved tariffs.

7. Roles and Responsibilities

7.1. LEDET will:

- Provide access to the reserve and contact details of the Reserve Management
- Oversee capture operations.
- LEDET reserves the right to stop capture operation due to non-compliance.

7.2. The Bidder /Purchaser will:

- Pay in full the total amount of a bid before capture starts
- Present the Reserve Manager with proof of payment before capture commences.
- Provide LEDET with a schedule of operations.
- Apply for capture and transport permits in time.
- Arrange operations with the Reserve Management.
- Handle animals humanely and remove them from the reserve.
- Supply bomas for quarantine and veterinary test as required by veterinary department were applicable.

8. Evaluation Criteria

The submission from the bidder will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and the Preferential Procurement Regulations, 2022.

8.1. Bids will be evaluated in three phases:

Phase 1: Administrative/Pre-check compliance

Phase 2: Functionality

Phase 3: Price and Specific Goals

8.1.1. Phase 1: Administrative/Pre-Check Compliance

In this phase all Bids received will be verified for **compliance** and **completeness** of the submitted Bid per the below set of mandatory requirements. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below requirements will progress to the next phase of functionality evaluation.

The below administrative bidding requirements shall be complied with, and mandatory documents must be attached before consideration for further evaluation:

CRITERIA	REQUIREMENT
Tax status	Must be tax registered
Identity number (s) of directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Companies must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.

In the service of the state status.	Bid will not be considered if company shareholders or directors are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as director of a company listed in schedule 2 and 3 of the Public Finance Management Act	
Tender defaulting and restriction status	Entity and directors must not be restricted.	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time.
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. Total price inclusive of taxes should be clearly indicated on the SBD3.1 form.
Bidder's Disclosure – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare if they have interests in other Companies either bidding or not. Refer to Paragraph 2.3 of SBD 4)

Preference Point Claim Form – SBD 6.1	NO	Should be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)
Bidder to provide the proof of equipment ownership required to carry the operation (helicopter, transport, Boma and other equipment)	No	Proof of equipment ownership/ lease agreement for the leased equipment

8.1.2. Phase 2: Functionality

In this phase all Bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements (Phase 1) progress to Phase 2 for further evaluation per the below set of **functionality evaluation** criteria:

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS	
1. COMPANY EXPERIENCE Bidders must demonstrate an experience and expertise in the field of live game capture/Or have	Certified and signed reference letter(s) on client's company letterhead with years of experience for previously completed and current projects. The reference letter must indicate the following:	Score guide	Points	50
		More than nine (9) years of experience	50	
		More than seven (7) to nine (09) years of experience	40	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS
agreement with company with experience, agreement signed by both parties.	- Contract starting and ending date, - Project value - Contract description of service. - Reference contact details ➤ For current projects, bidders will be allocated points as at closing date of the bid. ➤ Reference letters received without any of the above information will not be considered. ➤ Reference letters indicating irrelevant experience will not be considered and will be allocated <u>0</u> point NB: - The reference letter must indicate the following:	More than five (5) to seven (7) years of experience	30
		Three (3) to five (5) years of experience	20
		One (1) to three (3) years of experience.	20
		No submission of evidence or less than one (1) year of experience	0

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS	
	• <i>i) Delivery period / date / contract starting and ending date,</i> • <i>ii) project value,</i> • <i>iii) reference contact details, and</i> • <i>iv) description of service.</i> • <i>For current projects, bidders will be allocated points on the experience as at closing date of the bid.</i> • <i>Reference letters received without any of the above information will not be considered.</i> • <i>Reference letters indicating irrelevant experience will not be considered and will be allocated 0 point</i>			
2. FINANCIAL CAPACITY Bidders are required to	• Letter of intent from NCR (National Credit Regulator) accredited financial	Score guide	Points	50
		R4 500 001 and more	50	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS	
submit of proof/evidence to demonstrate financial capacity to render live game capture	institutions to provide funding (<i>letter must be signed on official letterhead, be stamped by the Financial Institution and must not be older than three months</i>), <u>or</u> • Proof of overdraft facility in the name of business (<i>Stamped Bank letter on an official letterhead, signed, and must be not older than three months</i>), <u>or</u> • Proof of company capability to self-fund (i.e. <i>stamped bank statement on official financial institution letterhead and be not older than three months</i>).	R3 000 001 – R4 500 000	40	
		R2 000 001 – R3 000 000	30	
		R100 001 – R2 000 000	20	
		No submission of information or letter with no amount/ Amount below R1 000 000.00	0	
		TOTAL		

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CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS

NB: Compliance with a minimum of seventy (70) functionality points is required to be considered for the next evaluation phase. This threshold is applied to ensure that only technically competent bidders progress to price and preference point evaluation.

8.2. Phase 3: Price and Preferential Points Scoring System

8.2.1. 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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of tender consideration

P_{min} = Rand value of lowest acceptable tender

- A maximum of 20 points will be awarded in accordance with the table below.
- 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.
- Only the tender with the highest number of points scored may be selected for an award.

8.2.2. Preferential Points for Specific Goals:

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
	HDI'S GOALS		
1.	Black People	4	CSD report or copy of certified copy of company CIPC registration certificate
2.	Women	3	CSD report or certified copy of company CIPC registration certificate or certified ID copy
3.	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1.	Youth	2	CSD report or certified copy of company CIPC registration certificate or certified ID copy
2	Micro Small, Medium Enterprises (MSMEs)	2	Submission of sworn affidavit confirming bidder's annual turnover supported by the CSD report.
3.	Cooperatives	2	CSD report or certified copy of company CIPC registration certificate
4.	Enterprises located in Limpopo Province	3	Recent Municipal account / letter (<i>it must be in the name of the business and not older than 3 months</i>) <u>or</u> Local Authority Letter for confirmation of Local Address (<i>it must be in the name of the business and not older than 3 months</i>) <u>or</u> Active Lease Agreement In case where a director of the company operates a business from the same residential where he/she resides, the affidavit by commissioner of oath must be

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
			submitted and accompanied by proof of rates and taxes.
5.	Military Veteran	2	Certified copy of Military Veteran Certificate issued by Department of Military Veterans (DMV)
TOTAL		20	

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

8.2.2.2. Non-submission of the documentary proof will lead to zero (0) points on specific/preference goals.

8.2.2.3. Points will be allocated based on the percentage of ownership per goal.

8.2.2.4. 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

8.2.2.5. MSME's size or class are measured in terms of the Total full-time paid employees and as per below table:

Size or Class of enterprise	Total full-time paid employees
Micro	0-10
Small	11-50
Medium	51-250

8.2.3. Definitions

“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)

“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

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“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

“Valid document” means that attached document must stipulate issuance and expiry date.

“Small enterprise” as per the National Small Enterprise Act and Amended Schedule 1 amended in 2019, means a separate and distinct business entity, together with its branches or subsidiaries, if any, including cooperative enterprises, managed by one owner or more predominantly carried on in any sector or sub-sector of the economy mentioned in column 1 of the Schedule and classified as a micro, a small or a medium enterprise by satisfying the criteria mentioned in columns 3 and 4 of the Schedule.

9. COMMISSION

There is no commission payable and the bidder will cover all the costs.

10. BID AWARD AND CONTRACT CONDITIONS

- 10.1. 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.
- 10.2. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 10.3. Bidders 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.
- 10.4. LEDET reserves the right to award the bid as a whole, partially, or not to award at all, subject to compliance with applicable supply chain management legislation, availability of funds, and the achievement of value for money.
- 10.5. The Department will award the bid to the bidder who scores the highest total points in terms of the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, unless objective criteria, as contemplated in section 2(1)(f) of the Act, justify the award to another bidder. Such objective criteria and reasons shall be recorded in writing and approved by the relevant authority.
- 10.6. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
 - a) Due to changed circumstances, 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

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- 10.7. No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 10.8. The department reserves the right to communicate with the shortlisted bidders as and when necessary.
- 10.9. The contract period will be from the commencement date of the contract.
- 10.10. 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.
- 10.11. Bidders shall be notified about the decision of the Department by means of publication on the Department's website and National Treasury e-Tender Portal.
- 10.12. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 10.13. 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.
- 10.14. 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.
- 10.15. 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.

- 10.16. 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.
- 10.17. The Department will not be responsible for any costs incurred by the service provider in the preparation of this bid.
- 10.18. The Department may accept or reject any variation, deviation, 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 Department 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.
- 10.19. Bidder submitting a Bid offer shall comply with these terms and conditions of Bid.
- 10.20. For bidders submitting two or more similar offers, only the highest will be considered.

11. BID PRICING INSTRUCTIONS

- 11.1. **The Bidder/Purchaser must pay full amount before capture operations start and provide proof thereof.**
- 11.2. **Only bids above the package price provided in line with approved National Treasury tariffs will be considered.**
- 11.3. **Bids below prescribed package price provided for in line with minimum Treasury tariffs in this bid document will be disqualified.**
- 11.4. **Appointment will be based on the highest offer above the prescribed package price in line with minimum Treasury-approved tariffs.**
- 11.5. **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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- 11.6. 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.

12. LOCALITY

Documentary proof from a third party – recent municipal account/letter or Local Authority Letter or a signed active lease agreement must be submitted to corroborate the physical address of the business as indicated on **SBD 1**. Physical inspection may be conducted to confirm office location of the bidder.

13. NEGOTIATIONS

The department reserves the right to negotiate prices with recommended bidders.

14. BRIEFING SESSION

There will be no briefing session for this bid.

15. CONFIDENTIALITY

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

16. PAYMENTS

Full payment must reflect in the departmental account before capture commences

NB: Proof of payment must be presented on request.

17. BID VALIDITY PERIOD

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

18. ADDRESS AND DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals/Bids by bidders must be hand deposited into:

Silver Tender Box,

Evridiki Towers,

Department of Economic Development, Environment and Tourism

19 Biccard Street

Polokwane

***NB:** The Department will record all bid proposals received by the deadline.

19. LATE BIDS

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

20. ENQUIRIES

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

Technical/Specification Enquiries	Bidding Process
Ms Ndovela SS Cell: 078 086 5586 Email: MoswaneSS@Ledet.gov.za	Ms. Makhubele V Tel: (015) 293 8852 / 083 649 0624 Email: MakhubeleVM@ledet.gov.za

A1 SCHUINSDRAAI NATURE RESERVE

ANNEXURE A: SCHUINSDRAAI EASTERN SECTION

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER'S OFFER
SCHUINSDRAAI EASTERN SECTION	Package 1	Blue Wildebeest	126	36	90	R 600 000,00	
		Impala	500	150	350	R 650 000,00	
		GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)				R 1 192 682,00	

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ANNEXURE B : SCHUINSDRAAI WESTERN SECTION

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER'S OFFER
SCHUINSDRAAI WESTERN SECTION	Package 2	Burchell Zebra	370	70	300	R 1 859 250,00	
		IMPALA	510	110	400	R 663 000,00	
		BLUE WILDEBEEESTS	40	10	30	R 14 800,00	
SUB TOTAL						R 2 537 050,00	
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 2 537 050,00	

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A2: ATHERSTONE NATURE RESERVE

ANNEXURE C: ATHERSTONE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER OFFER
ATHERSTONE NATURE RESERVE	Package 1	Buffalo	150	50	100	R 24 213 750,00	
SUB TOTAL						R 24 213 750,00	
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 24 213 750,00	

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ANNEXURE D: ATHERSTONE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER OFFER
ATHERSTONE NATURE RESERVE	Package 1	Elephants	120	20	100	R 14 400 000,00	
SUB TOTAL						R 14 400 000,00	
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 14 400 000,00	

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ANNEXURE E: ATHERSTONE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER OFFER
ATHERSTONE NATURE RESERVE	Package 1	Impala	177	77	100	R 230 100,00	
		Burchell Zebra	157	57	100	R 788 925,00	
		Waterbuck	02	1	1	R 10 050,00	
		Blue Wildebeest	39	09	30	R 167 973,00	
SUB TOTAL						R 1 188 048,00	
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 1 188 048,00	

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ANNEXURE F: ATHERSTONE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER OFFER
ATHERSTONE NATURE RESERVE	Package 2	Impala	237	76	161	R 308 100,00	
		Burchell Zebras	177	77	100	R 889 425,00	
		Waterbuck	32	12	20	R 160 800,00	
		Blue Wildebeest	89	29	60	R 383 323,00	
		SUB TOTAL					R 1 741 648,00
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 1 741 648,00	

ANNEXURE G: ATHERSTONE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER OFFER
ATHERSTONE NATURE RESERVE	Package 3	Impala	237	76	161	R 308 100,00	
		Burchell Zebras	177	77	100	R 889 425,00	
		Waterbuck	32	12	20	R 160 800,00	
		Blue Wildebeest	89	29	60	R 383 323,00	
SUB TOTAL		R 1 741 648,00					
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)							R 1 741 648,00

ANNEXURE H: ATHERSTONE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER OFFER
ATHERSTONE NATURE RESERVE	Package 4	Impala	237	76	161	R 308 100,00	
		Burchell Zebras	177	77	100	R 889 425,00	
		Waterbuck	32	12	20	R 160 800,00	
		Blue Wildebeest	89	29	60	R 383 323,00	
SUB TOTAL						R 1 741 648,00	
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 1 741 648,00	

A3: PERCY FYFE NATURE RESERVE

ANNEXURE I: PERCY FYFE NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER'S OFFER
PERCY FYFE	Package 1	Buffalo	40	10	30	R 6 457 000,00	
SUB TOTAL						R 6 457 000,00	
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)						R 6 457 000,00	

A2: BLOUBERG NATURE RESERVE

ANNEXURE J: BLOUBERG NATURE RESERVE

RESERVE NAME	PACKAGE NUMBER	SPECIES	ALLOCATED NUMBER	MALE	FEMALE	MINIMUM TARRIF PER PACKAGE	BIDDER 'OFFER
BLOUBERG	Package 1	Buffalo	40	10	30	R 6 547 000,00	
SUB TOTAL							R 6 547 000,00
GRAND TOTAL (The price must be in line with the Bid Price on the SBD 3.1)							R 6 547 000,00

