



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY

BID NUMBER:	15 /2026	CLOSING DATE:	14 MAY 2026	CLOSING TIME:	12H00PM
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DESCRIPTION	LAND AUDIT AND CADASTRAL DEVELOPMENT AND MAINTENANCE FOR MAKHADO LOCAL MUNICIPALITY
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

POSTAL ADDRESS:	PRIVATE BAG X 2596, MAKHADO, 0920
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STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920
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STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920
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STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920
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SUPPLIER INFORMATION

NAME OF BIDDER	
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POSTAL ADDRESS	
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STREET ADDRESS	
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TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
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FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MR A MABUNDA
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CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
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TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
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FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	aubrey@makhado.gov.za
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E-MAIL ADDRESS	phophimu@makhado.gov.za		
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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BEAUTY QUEEN SHANGE WAS A REVERED ACTOR

● She's first black woman to represent SA at Miss World

By **EMMANUEL TJIYA**

Cynthia Shange, the first black woman to represent SA at the Miss World pageant in 1972, has died at the age of 76.

Shange made history when she entered the Miss SA competition for black contestants. After being crowned Miss Black SA in 1972, she became the first black woman to win a Miss SA title and represent the country globally.

This was before Miss SA became inclusive in 1992. Her trailblazing CV also includes being the lead star of SA's first black feature film, *Udeliwe*, in 1975, opposite the late Joe "Sdumo" Mafela and directed by the late Simon Sabela.

"With profound sadness, the family of Cynthia Shange shares the news of her passing at the age of 76. Shange, a legendary figure in South African arts and culture, left an indelible mark as a beauty queen and a revered actress. She passed away in the early hours of today [Monday] in a hospital in KwaZulu-Natal after facing illness," the family said. "Shange was a trailblazer in the South African

entertainment industry, rising to prominence in the 1970s when she was crowned Miss Africa South. Her achievement was historic, as she excelled during the era of segregated pageantry and went on to represent South Africa at Miss World in 1972 in London."

Shange's acting resume later featured roles in *Shaka Zulu* and *Muvhango*. She was the mother of prominent media personality Nonhle Thema, the family said.

"Her acting prowess shone in the beloved isiZulu TV drama *Udeliwe*, where she captivated audiences with her

compelling performances. She also starred as Mkabi in the five-part mini-series *Shaka Zulu*. Shange featured in several programmes in the 1990s. As a respected elder stateswoman, she starred in *Muvhango*, the SABC2 soapie, earning admiration across generations.

"Her exceptional contributions were honoured with the Lifetime Achievement Award from the South African Film and TV Awards (Saftas) and the prestigious Simon Mabhunu Sabela TV and Film Awards, celebrating her dedication and impact in the industry."

Shange is survived by her daughters, Sihle and Nonhle, and sons Ayanda and Benele Thema, as well as her cherished grandchildren and great-grandchildren, who will continue to honour her legacy.

Memorial and burial details will be communicated later, as family and friends prepare to celebrate her extraordinary life and achievements.

Cynthia Shange had prominent roles in the five-part mini-series *Shaka Zulu*, and TV drama series *Muvhango*. / Tshepo Kekana.

ERRATUM
MAKHADO MUNICIPALITY

Makhado Local Municipality is hereby issuing an erratum for an advert which appeared in Sowetan newspaper dated 20 April 2026

Erratum has been issued to the tender description: Tender no 15 of 2026 Request for proposal : leasing of munnik car park and develop the area for business purpose for period of ten (10) years was incorrectly named, hence the correct tender description is Tender no 15 of 2026 land audit and cadastral development and maintenance for Makhado local municipality.

Civic Centre
83 Krogh Street
MAKHADO

Notice No. 22/2026
File No. 8/3/2151

MR. KM NEMANAME
MUNICIPAL MANAGER

Lesotho Highlands Water Project – Phase II
Construction of Polihali Transfer
Tunnel Contract No. LHDA
C4021

VACANCIES

KKM JV, a joint venture comprising Yellow River Co. Ltd., Sinohydro Bureau 3 Co. Ltd., and Unik Civil Engineering Pty Ltd, is honored to be the appointed contractor for the Construction of the Polihali Transfer Tunnel, a critical component of the Lesotho Highlands Water Project – Phase II. This ambitious project facilitates water transfer via the Katse Reservoir, through the Transfer Tunnel and Delivery Tunnel, to the Ash River Outfall located between Clarens and Bethlehem in South Africa. From there, the water flows into the Liebenbergsvlei River, joins the Wilge River near Frankfort, and ultimately reaches the Vaal Dam in Gauteng, South Africa. We now invite applications from qualified South African nationals for the positions listed in the table below:

NO	POSITION	QUANTITY	QUALIFICATION	EXPERIENCE	DURATION	ADDED ADVANTAGE
1	QUALITY INSPECTOR	2	BACHELORS DEGREE IN CIVIL ENGINEERING	AT LEAST 3 YEARS WORKING EXPERIENCE	1 YEAR	
2	SAFETY OFFICER	4	DIPLOMA IN HEALTH AND SAFETY & VALID DRIVING LICENCE	AT LEAST 3 YEARS WORKING EXPERIENCE IN CONSTRUCTION PROJECTS	1 YEAR	SAMTRAC/NEBOSH CERTIFICATE IN CONSTRUCTION HEALTH AND SAFETY
3	TRUCK DRIVER	5	EC DRIVER LICENSE (CODE 14), PUBLIC DRIVER LICENSE	AT LEAST 5 YEARS WORKING EXPERIENCE	1 YEAR	DEFENSIVE DRIVING CERTIFICATE
4	STEEL FIXER	50	CERTIFICATE IN STEEL FIXING/SHUTTERHAND	AT LEAST 1 YEAR WORKING EXPERIENCE	1 YEAR	TRADE TEST
5	WELDER	10	CERTIFICATE WELDING	AT LEAST 1 YEAR WORKING EXPERIENCE	1 YEAR	TRADE TEST
6	CARPENTER	20	CERTIFICATE IN CARPENTRY	AT LEAST 1 YEAR WORKING EXPERIENCE	1 YEAR	TRADE TEST
7	PHARMACIST	2	BACHELOR OF PHARMACY	AT LEAST 2 YEARS WORKING EXPERIENCE	1 YEAR	
8	TBM EMERGENCY COORDINATOR	2	DIPLOMA IN EMERGENCY CARE	AT LEAST 3 YEARS WORKING EXPERIENCE	1 YEAR	
9	TBM ELECTRICIAN SUPERVISOR	2	COLLEGE DIPLOMA	AT LEAST 10 YEARS OF EXPERIENCE AS A SUPERVISOR	1 YEAR	
10	DOCUMENT CONTROLLER	5	DIPLOMA IN RECORDS MANAGEMENT / BUSINESS MANAGEMENT	AT LEAST 3 YEARS WORKING EXPERIENCE	1 YEAR	
11	LIGHT VEHICLE DRIVERS	5	CODE B LICENCE	AT LEAST 2 YEARS WORKING EXPERIENCE	1 YEAR	
12	CONCRETE HAND	10	HIGH SCHOOL CERTIFICATE AND ABOVE	AT LEAST 1 YEAR WORKING EXPERIENCE	1 YEAR	
13	IT TECHNICIAN	2	BSC ENGINEERING	AT LEAST 2 YEARS WORKING EXPERIENCE	1 YEAR	
14	CHINESE TRANSLATOR	4	CERTIFICATES IN CHINESE TRANSLATION TO / FROM SESOTHO AND ENGLISH	AT LEAST 1 YEAR WORKING EXPERIENCE	1 YEAR	
15	LATHE MACHINE OPERATOR	2	CERTIFICATE IN FITTING AND TURNING	AT LEAST 3 YEARS WORKING EXPERIENCE	1 YEAR	TRADE TEST
16	ASSISTANT SURVEYOR	2	DIPLOMA IN SURVEYING	AT LEAST 2 YEARS WORKING EXPERIENCE	1 YEAR	

How to apply
Applications must be accompanied by application letter detailing which position is being applied for, detailed CV, Certified Copies of educational certificates, three work related referees with contact details (one should be from current/previous supervisor or employer). Applications should be emailed in read only PDF format to: recruitment@kkm-jv.co.ls

Closing date for applications is **Friday, 22nd May 2026 @ 16:30hours**. Applications received after closing date will not be considered.

Disclaimer: The response period is 14 days after the closing date, the applicants should regard the applications as unsuccessful in not been conducted during the response period.

COLLINS CHABANE LOCAL MUNICIPALITY

225 Collins Chabane Dr
Old DCO Building
Malamulele
0982

Private Bag X9271
Malamulele
0982
Tel (015) 851 0110
Fax (015) 851 0097

THE COLLINS CHABANE LOCAL MUNICIPALITY INVITES BIDS FROM THE PROSPECTIVE SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF GOODS AND SERVICES

ADVERT

NO	BID NUMBER	PROJECT NAME & NUMBER	DOCUMENT AVAILABILITY	COMPULSORY DOCUMENTATION	PRICE	CLOSING DATE	SPECIFIC GOAL / EVALUATION CRITERIA	BID ENQUIRIES
1	CCLM/040/2025/2026-TECH	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR PREVENTATIVE MAINTANANCE OF GRAVEL AND SURFACED ROADS WITHIN COLLINS CHABANE LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS	21/04/2026	1CE - 3CE	R1 043.00	20 MAY 2026 @ 12H00	HISTORICAL DISADVANTAGE PEOPLE AS PER WHITE PAPER RDP OF 1994 (80/20)	(Technical procedure) Mr Baloyi P.M @ (015) 851 0111
2	CCLM/041/2025/2026-TECH	APPOINTMENT OF PANEL FOR SERVICE PROVIDERS FOR PREVENTATIVE MAINTANANCE OF BUILDING STRUCTURE WITHIN COLLINS CHABANE LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS		1GB - 3GB				

COMPULSORY RETURNABLE DOCUMENTS & FUNCTIONALITY CRITERIA
(full lists of compusory returnable documents and functionality criteria will be specified in the Tender documents)

All proposals and supporting documents must be placed in a sealed envelop clearly marked the, "Tender number & bid name respectively", and be deposited in the Collins Chabane Municipality Tender box not later than 12h00 on the respective dates where they will be opened in public. Proposals received after the closing date and time will not be considered. The Collins Chabane Municipality does not bind itself to accept the lowest or any bid, or disclose any reasons for their decision. The bid will be evaluated and adjudicated in accordance with the 80/20 Point system as outlined above and in terms of the PPPFA, 2022 (Act No. 5 of 2000), and the Procurement Regulations and the Supply Chain Management Policy of the Collins Chabane Municipality.

(Any queries about bidding procedure) contact Maringa RM, During working hours @ (015) 851 0110

MARINGA R.M
SUPPLY CHAIN MANAGER

MALULEKE N.V
CHIEF FINANCIAL OFFICER

DR SHILENGE R.R
MUNICIPAL MANAGER

NKANGALA DISTRICT MUNICIPALITY

**PUBLIC NOTICE
NOTICE IN TERMS OF SECTION 116(3) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003) FOR THE PROPOSED AMENDMENT OF THE EXISTING CONTRACT**

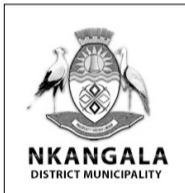
Nkangala District Municipality's Council has at its 6th (2025/2026) Financial Year Council Meeting held on 25 March 2026, Resolved in terms of Resolution Number DM-ND 379/03/2026, that the existing contracts between Nkangala District Municipality and Teammate Waters Kluwer Audit Risk be amended subject to Compliance with Section 116 (3)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) read in conjunction with Section 21 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000):

Therefore, having now satisfied provision(s) of Section 116 (3)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003), Notice is hereby given in terms of Section 116 (3)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) read in conjunction with Section 21 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) that Nkangala District Municipality intends to amend the existing contract for team mate, whose contracts had been extended in terms of Clause 5.12 of the General Conditions of Contract due to various prevailing circumstances:

No.	Service Provider	Project Number and Description	Original Start Date	Original Completion	Revised Completion
1	Teammate Waters Kluwer Audit Risk	Provision of audit software	01 Sept 2014	31 April 2026	31 April 2031

In this regard, any member of the community who needs further details and/or wishes to submit a presentation in respect of any of the above-mentioned proposed contract amendment, may do so within 21 (twenty-one) days from the date of publication hereof by contacting Mr. Siphosile Masilela per email at masilelas@nkangaladm.gov.za or may visit and/or hand deliver them to Supply Chain Management Office of Nkangala District Municipality at 2A Walter Sisulu Street, Middelburg, Mpumalanga Province during business hours between 7h30 and 16h30 from Mondays to Thursdays and between 7h30 and 13h30 on Fridays.

However, persons with limited literacy skills or capacity may come during office hours to the Supply Chain Management Office of Nkangala District Municipality at the above-mentioned address, where the above-mentioned contact person or any other person delegated by the above-mentioned contact person will be able to assist that person to transcribe his/her comments or representations.



ML MAHLANGU - MUNICIPAL MANAGER, NKANGALA DISTRICT MUNICIPALITY



**MAKHADO MUNICIPALITY
TENDER NOTICE**

All suitable service providers are hereby invited to bid for the above-mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable 28 April 2026 at non-refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENTS	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
13 of 2026	Review of the local economic development strategy of the Makhado local Municipality	80/20 preferential points with functionality		Director Development and planning : Mr A Mabunda or Mr RV Phalanda at 0155193000	Ref: 8/3/2/2149 Notice no: 20/2025	14 May 2026 at 12H00pm
14 of 2026	Review of Makhado spatial development framework with Maps and development of precinct plan for Louis Trichardt town	80/20 preferential points.	Certified copy of professional Registration certificate with SACPLAN	Director Development and planning : Mr A Mabunda or Mr T Musandiwa at 0155193000	Ref: 8/3/2/2150 Notice no: 21/2026	14 May 2026 at 12H00pm
15 of 2026	Request for proposal : Leasing of Munnik car park and develop the area for business purpose for period of Ten (10) years	80/20 preferential points.	Certified copy of professional Registration certificate with SACPLAN	Director Development and planning : Mr A Mabunda or Mr T Musandiwa at 0155193000	Ref: 8/3/2/2151 Notice no: 22/2026	14 May 2026 at 12H00pm
16 of 2026	Request for proposal : Leasing of Munnik car park and develop the area for business purpose for period of Ten (10) years	80/20 preferential points.	Attach three year audited financial statement (only for those who are required by law)	Director Development and planning : Mr A Mabunda or Mr TI Lipharama at 0155193000	Ref: 8/3/2/2152 Notice no: 23/2026	25 May 2026 at 12H00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not older and not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

NB: All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).

- A copy of a certified copy will not be accepted.
- Tenders must be properly deposited in the tender box on or before the closing date at Makhado Local Municipality Civic Centre, 83 Krogh Street, Makhado

All procurement enquiries should be directed to Ms. P Mudau or Mr M Ramabulana at Tel no. (015) 519 3044/3024

**MR KM NEMANAME
MUNICIPAL MANAGER**

Civic Centre
83 Krogh Street
MAKHADO



CALL FOR APPLICATIONS:

The National Department of Transport hereby invite suitably qualified prospective employees to apply for the following vacant posts:

DIRECTOR-GENERAL

(5 YEARS FIXED TERM CONTRACT)

SALARY: R2 352 642 per annum (Level 16) all-inclusive package of which 30% may be structured according to the individual needs plus 10% non-pensionable HoD Allowance.

REF NO: DOT/HRM/2026/01 • CENTRE: Pretoria

Requirements: • A qualification at NQF (Level 8) as recognised by SAQA in Civil Engineering/Transport Economics/Transport and Logistics Management/Transport Management/Maritime Studies/Mechanical Engineering/Law/Public Management/Administration/Policy Studies with at least 10 years' relevant experience at a senior management level in the transport sector • Certificate of successful completion of the National School of Government Senior Management Services Pre-Entry Programme.

Skills: • Communication • Financial Management • Strategic Capability & Leadership • People Management & Empowerment (PME) • Project Programme Management • Client Orientation and Customer focus • Change Management.

Duties: • Coordinate and render effective, efficient strategic support and administrative services to the Minister and Department • Oversee the integration of cross model transport planning and facilitate the development and transformation of the transport industry • Oversee the facilitation and coordination of the development and implementation of a safe, reliable and efficient integrated rail network • Provide leadership in the development and implementation of safe, reliable and integrated road infrastructure and passenger transport systems • Provide leadership in coordinating the development and implementation of safe, economically viable integrated and reliable air transport and infrastructure • Provide leadership in coordinating the development and implementation of safe, economically viable integrated and reliable maritime transport and infrastructure • Provide leadership in coordinating safe, reliable effective, efficient integrated and environmentally friendly public transport systems.

Enquiries: Adv Adam Masombuka, tel. (012) 309 3888

DEPUTY DIRECTOR-GENERAL: CIVIL AVIATION

Branch: Civil Aviation

SALARY: R1 813 182 per annum (Level 15) of which 30% may be structured according to the individual needs.

REF NO: DOT/HRM/2026/03 • CENTRE: Pretoria

Requirements: • A qualification at NQF (Level 8) as recognised by SAQA in Transport and Logistics Management/Transport Management/Transport Economics/Civil Engineering/Law/Aeronautical Engineering/Business Management/Public Management/Administration/Policy Studies with 8 years' experience at a senior management level in the aviation sector.

Knowledge: • A knowledge and understanding of the global and regional aviation landscape • A thorough knowledge and understanding of the South African Civil Aviation including its regulations, standards, challenges, opportunities and best practices • Thorough understanding of the role of aviation in the national economy • Thorough understanding of international civil aviation systems and the role of international Civil Aviation Organisation (ICAO) • An understanding of regional initiatives as embodied by African Union (AU) and the new partnership for Africa's Development (NEPAD), African Civil Aviation Commission (AFCAC), SADC, Civil Aviation Committee, SADC Aviation Safety Organisation).

Skills and Competencies: • Negotiation and problem skills • Proven leadership and management skills • Communication • Financial Management • People Management & Empowerment (PME) • Project Programme Management • Client Orientation and Customer focus • Change Management.

Duties: • Manage the development of internationally competitive regulatory framework for civil aviation • Ensure the provision of aviation economic analysis, regulation and strategies for industry development • Ensure effective monitoring and evaluation of the impact of aviation safety, security and environmental regulatory framework • Represent South Africa at the International Civil Aviation Organisation (ICAO) Council • Participate in project teams to achieve a multi-disciplinary approach to meet set objectives of the Department • Manage the resources of the Branch.

Enquiries: Adv Adam Masombuka, tel. (012) 309 3888

DIRECTOR: SECTOR HUMAN RESOURCE DEVELOPMENT

BRANCH: CORPORATE SERVICES

SALARY: All-inclusive salary package of R1 266 714 per annum of which 30% can be structured according to individual's needs.

REF NO: DOT/HRM/2026/19 • CENTRE: Pretoria

Requirements: • A qualification at NQF 7 qualification as recognised by SAQA in Human Resource Development/Human Resource Management/Management of Training/Industrial Psychology with a minimum of 5 year's working experience at a middle/senior management level within the Human Resource Development environment.

Duties: • Manage the implementation of all capacity development matters between the Department and its stakeholders • Manage the planning and implementation of strategies to address skills in high demand within the transport sector • Manage the stakeholder relations between the Department of Transport, Sector Education and Training Authorities (SETAs) and other relevant structures that have impact on the sector skills development • Manage the implementation of technical corporations as they relate to capacity development between DoT and other countries • Manage the resources of the Directorate.

Enquiries: Ms P Gcina, tel. (012) 309 3591

CLOSING DATE FOR THE ABOVE 3 POSITIONS IS: 15 MAY 2026

DIRECTOR: AIR TRANSPORT

BRANCH: CIVIL AVIATION

SALARY: All-inclusive salary package of R1 266 714 per annum of which 30% can be structured according to individual's needs.

REF NO: DOT/HRM/2026/21 • CENTRE: Pretoria

Requirements: • A qualification at NQF 7 qualification as recognised by SAQA in Transport and Logistics Management/Transport Management/Transport Economics/Public Administration with minimum of 5 year's working experience at a middle/senior managerial level in the aviation sector.

Knowledge and skills: • **Communication:** verbal and written, computer literacy and governance related information • Financial Management, Strategic Capability and Leadership • People Management and Empowerment, Project/Programme Management.

Duties: • Maintain and enhance South Africa's position on bilateral air transport • Manage all aspects relating to licensing and permits, safety and security • Participate in project teams to achieve a multi-disciplinary approach to meet set objectives of the Department and South Africa • Manage the resources of the Directorate.

Enquiries: Ms Elizabeth Mpye, tel. (012) 309 3446

DIRECTOR: ROAD ASSET AND QUALITY MANAGEMENT

BRANCH: ROAD TRANSPORT

SALARY: All-inclusive salary package of R1 266 714 per annum of which 30% can be structured according to individual's needs.

REF NO: DOT/HRM/2026/23 • CENTRE: Pretoria

Requirements: • A qualification at NQF 7 qualification as recognised by SAQA in Civil Engineering with a minimum working experience of 5 years at a middle/senior managerial level within the road infrastructure development field.

Knowledge and skills: • **Communication:** verbal and written, computer literacy and governance related information • Financial Management, Strategic Capability and Leadership • People Management and Empowerment, Project/Programme Management.

Duties: • Develop road asset management performance indicators • Manage and coordinate road infrastructure safety audits and quality assurance • Coordinate disaster management programmes • Manage the resources of the Directorate.

Enquiries: Mr L Malapane, tel. (012) 309 3543

CLOSING DATE FOR THE ABOVE 2 POSITIONS IS: 29 MAY 2026



The information related to each post (full details) can be found on the Department website: www.transport.gov.za and www.dpsa.gov.za





TERMS OF REFERENCE

LAND AUDIT AND CADASTRAL DEVELOPMENT AND MAINTENANCE FOR MAKHADO MUNICIPALITY.

INTRODUCTION

Makhado Local Municipality is a Category B Municipality, established in the year 2000 in terms of Local Government Municipal Structures Act No. 117 of 1998. It is a municipality with a Executive System, which allows for the exercise of executive authority through the mayor in whom the executive leadership of the municipality is vested. It consists of three Regional Offices: i.e. Luvuvhu, Dzanani and Waterval.

BACKGROUND

Makhado Local Municipality Institutional Strategic Planning held in March 2026 identified a need to conduct a comprehensive land Investigation and audit in order to:

- Establish different land ownership pattern;
- To determine whether those properties that the municipality disposed of have been properly transferred;
- Vacant land for economic potential;
- The properties that are declared as state land ,Municipal; Public Works, privately owned; and lastly
- To resolve issues of dual or triple property owners on one site;

In any land audit strategy a primary concern and fundamental prerequisite to any physical planning strategy is land availability. This refers to location, its size, its surroundings and its natural and man-made constraints. In order for local municipalities to effectively perform their municipal functions they need to have access to a spatial register of all properties that lie within their municipal area. The need for a spatial register can be met by conducting a land audit for the municipality and the creation of cadastral datasets in a Geographic Information System (GIS) format. This is precisely what the district seeks to achieve with this project.

STUDY AREA

The Municipality is located in the northern parts of Limpopo Province (coordinates 23° 00' 00'' S 29° 45' 00'' E) approximately 100km from the Zimbabwean border along the N1 Route. (See Locality Map below).The municipal area is 7605,06 km² (or 760506 Hectares) in size and strategically located on a macro scale along a major passage between South Africa and the rest of the African continent. Approximately 416

728 people currently reside within the Municipality and based on the vastness of the rural populace the municipality can be classified as predominately rural.

PURPOSE

The purpose of the Land Audit is to determine who owns which piece of land within the above study area of the Makhado Local Municipality. A comprehensive land audit is requested from the service provider for the identified study area/s.

The types of cadastral land parcels that need to be audited to determine land ownership includes the following categories:

- Farm portions
- Agricultural land
- Erven
- Sectional Title Schemes (if any)
- Cluster homes and complexes
- Rural villages

The land ownership categories that are derived from a comprehensive land audit should include, but not limited to, at least the following;

- Privately ownership land
- State owned enterprises (Telkom, ESKOM, DoT, Cell Vodacom and MTN.)
- Municipal Land (Local)
- Provincial Government
- Republic of South Africa (State Land)
- Worship sites (Churches, Mosques, etc)

There may be other categories that exist which are not listed above which needs to be covered also.

Of importance the municipality will be knowledgeable on the extent of these various categories to assist in making informed planning. For instance, the municipality may enter into negotiations with either the state or private owners if the need arouse around a particular parcel of land.

Overall project will therefore assist the Municipality in following areas:

- Add value to municipal valuation rolls;

- Enhance revenue collection;
- Enhance the relationship between the community; and
- Have a clean and credible cadastral dataset.

SCOPE OF WORK

The need for a complete and accurate GIS cadastral database, and in particular a registered cadastral dataset, has never been greater than the present time when municipalities have to compile municipal valuation rolls in terms of Municipal Property Rates Act (MPRA). A registered cadastral dataset contains only properties that are registered at the office of the Registrar of Deeds (Deeds' office) and differs from the Surveyor-General (SG) cadastral dataset which contains all properties approved at the SG's Office irrespective of whether the property is registered or not. A registered cadastral dataset should be compiled by using information from the SG Office, Deeds' office and other land related information data sources.

CRITICAL MILESTONES

The following milestones are necessary phases of the project to ensure effectiveness of the report:

- An inventory of land claims submitted within the Municipality as well as status of each of the Claims.
- An assessment of all land earmarked for economic development in the Municipality in accordance with Spatial Development Framework for the Local Municipalities.
- An assessment of Land Ownership categories within the Municipality.

It is expected that each milestone should cover several deliverables. Following below is a list of deliverables for each of the four milestones.

An inventory of Land Claims submitted within the Municipality as well as their status.

The milestone should provide an inventory of land claims submitted within the Municipality as well as their status, with reference to the following deliverables:

- Highlight number, size and spatial distribution of various registered land claims within the Municipality;
- Indication of current status in terms of processing settlements or implementation of various settlements.

Land earmarked for Economic Development

This milestone should check Development potentials within the Municipality in terms of the Municipal Spatial

Development Framework.

- Focus of CBD's and adjacent industrial areas;
- Spatial Land Use Proposals;
- Business Development: Activity corridors;
- Residential areas;
- Mining areas;
- Agricultural Land
- Rural Residential;

An assessment of Land Ownership categories within the Municipality.

The section should cover and/or map out the land ownership categories within the Municipality in terms of:

- Tribal;
- Private;
- State;
- Parastatals and etc.

KEY DELIVERABLES

The product of this process will be the projection of Land Audit information. All the information will be spatially located. This will assist the municipality to identify and determined the relative location of the land.

The following formats will be made available:

- All land audit spatial information should be in shape format;
- Spatial GIS layers containing servitudes that have been approved by the SG's Office;
- A spatial GIS layer containing leases that have been approved at the SG's Office;
- Database tables containing Deeds' Office attribute information for properties;
- Database tables containing Deeds' Office attribute information for sectional title complex units; and
- The signed declaration by a professional land surveyor.
- Maps: clients size preferences in Hard copy, and also in electronic format.
- Land Capability of the Municipality.
- Hard copy, options are as follows:
 - A0, A1, A3, and A4.
- Electronic report document.
 - The document will be made available in **PDF** format.
- Electronic spatial information of all the data sets which works for the product.
 - Shape-files (**.shp**) which can be used by all the GIS software in the market.
 - SPOT 5 - Aerial photography.

- Attribute information in **.dbf** (Excel) and **MS Access** database format.
- Copyright to the municipality of the ownership, and spatial information
 - Once the service provider is appointed, the product will solely be owned Municipality.

The attribute information on each parcel land will include the following, which can be accessible through the **GIS software** package:

- Name of the owner.
- Date of transfer.
- The amount purchased.
- Coordinates
- Village
- Tribal council
- Ward number

SPECIFICATIONS

Makhado Local Municipality seeks to appoint a service provider that will conduct a brief technical investigation that will;

- Spatially identify land and give ownership information of land within the identified study area of the municipality.
- Conduct a comprehensive land audit of all properties within MLM.
- Create a user-friendly GIS database with ownership categories as specified in section 2 above with useful fields that will assist in the planning and packaging of interventions.
- Lastly, create a land audit report (maps, tables and graphs, not limited to the list above) for Makhado Local Municipality that will be presented to the steering committee.

It is the responsibility of the Service Provider to source relevant Deeds information for the land audit. The cost of such Deeds information must be carried by the Service Provider and included in the project proposal.

This project will entail fieldwork which will assist in identifying communally worked, traditional council areas within the study area, and recording some other important data. The land audit results should be spatially located by linking the Deeds information to the cadastral information for the Municipality and compared with the Deeds information for verification purposes.

Datasets required:

The datasets that must be delivered as part of a municipal property land audit are the following:

- An ArcView shape file containing the most recent SG approved cadastral properties;
- An ArcView shape file containing all currently registered and unregistered cadastral properties;
- Two ArcView shape files, one for a polygon coverage and one for a polyline coverage, containing servitudes that have been approved by the SG's Office;
- An ArcView shape file containing leases that have been approved at the SG's Office;
- An MS access database containing the current Deeds' Office attribute information for properties; and
- An MS access database containing current Deeds' office attribute information for sectional title complex units.

GIS data layers

- Most spatial cadastral property information sets are represented by closed polygons within a GIS. The GIS data layers that must be created as polygon, points & lines coverage are the following:
 - SG approved cadastral;
 - Registered cadastral;
 - Unregistered cadastral;
 - Leases; and
 - Servitudes.
- Polygons must be created for servitudes wherever possible using the information provided on the SG diagrams. If it is not possible to capture servitude as a polygon, only then must the servitude be captured as a line in the servitude polyline layer.
- The SG approved cadastral and the registered cadastral must be contiguous wall-to-wall polygon coverage over the whole municipality with no gaps between the polygons. If there are areas within the municipality that have not been subjected to a land survey and there are no records for these areas in the SG's Office, then these areas must have polygons created for them and flagged in the GIS database as being "unalienated state land". The unregistered cadastral, the leases and the servitude layers will not be contiguous wall-to-wall coverage.
- All datasets can be captured using the source diagram coordinate system but must be converted to and delivered in the WGS84 coordinate system.

Spatial accuracy

- All cadastral property vertices captured off SG diagrams that were framed using absolute coordinates in either metric or imperial units of measure must lie within 0.3-0,5metres of the coordinate position provided on the SG diagram.
- All cadastral property vertices captured off SG diagrams that were framed using old local coordinate systems must lie within 5 metres of the coordinate position provided on the diagram.
- There must be no overlaps between polygons in any of polygon layers other than the servitude polygon layer.
- There must be no empty spaces between polygons in the SG approved cadastral and in the registered cadastral.
- Curvilinear boundaries which include rivers and cliff edges must be digitised off the latest topography, orthophoto and aerial photography available for the specific area only if for the area photography was done subsequent to the framing of the SG diagram. If there is no aerial photography available for the area or if the diagram was framed subsequent to the aerial photography being done then the curvilinear boundary must be digitised off the SG diagram.

- A check on the accuracy of property sizes must be done on the registered cadastral layer by comparing the area of the property polygon calculated in the GIS to the area contained in the Deeds' office database. A margin of difference tolerance is allowed in this comparison. To determine this tolerance for each registered property in the GIS, the property polygon must be buffered both on the inside and outside to create inner and outer polygons. The buffer distance should range from 0.3 metres for coordinated properties or 5 metres for properties on local systems. The area of the resulting inner and outer polygons must be both calculated in the GIS and a check must be done to ensure that the Deeds' office area of the property lies within the areas of the inner and outer polygons created for the property.
- If the Deeds' office area does not lie within the areas of the inner and outer buffered polygons created then these cases must be investigated and commented upon in the GIS cadastral database. Reasons for the anomalies could include the following :
 - The spatial property polygon was not accurately captured and will need to be recaptured
 - The property is subject to a river boundary which changes over time. This needs to be commented on in the cadastral database.
 - There was an error in the Deeds' office database. This needs to be commented on in the cadastral database.

Cadastral and ownership match

- All ownership records for all properties and sectional title complex units that lie with the municipality must be ordered from the Deeds' office. This must be done by listing the names of all the SG township allotment areas, the farm numbers of all the parent farms and the names of all sectional title complexes that lie within the municipality and sending these lists off to the Deeds' office in prescribed Deeds' office request format.
- All properties that are in the registered cadastral layer must have a match to a record in the Person table of the Deeds' office ownership database. If there are cases where there is a valid reason for a property to be contained in the registered cadastral layer with no match to a record in the Person table of the Deeds' office database then these reasons must be added to the comment field of the property in the registered cadastral layer. Some of the cases where this may occur are the following:
 - A sectional title complex lies on the property.
 - The property was never registered and does not have any underlying ownership and is therefore deemed to be Unalienated State Land.
 - The property was never registered and its underlying registered parent property has ceased to exist. These cases are mainly the roads which are formed by the remainder of townships and are deemed to vest in the ownership of the municipality.
 - Required ownership information that was not captured or was captured with an incorrect property description in the Deeds' office database.
- All records in the person table of the Deeds' Office ownership database must have a match to a property in the registered cadastral layer. If there are cases of errors or anomalies in the Person table of the Deeds' office database then these must be investigated and flagged in the Person table of the Deeds' Office database. Cases where this may occur are as follows :
 - Records for properties that have either ceased to exist or which have not been deleted or moved off the Deeds' office ownership table.

- Information that was captured incorrectly into the Deeds' office database.

SPECIFICATIONS – Attributes

The spatial GIS data layers and the database tables must contain the following attribute fields:

ATTRIBUTE FIELDS IN THE SG APPROVED CADASTRAL SHAPE FILE (DIAGRAMS, GENERAL PLANS, COMPILATIONS,LEASES AND SERVITUDES)		
Name	Type	Description
SG code	Text	SG 21 digit code
Farm town name	Text	Farm name or township name
Farm erf no	Text	Farm number or township erf number
Portion no	Text	Portion number
Rem	Text	Remainder indicator
Diag area	Text	Area on the source diagram or GP with the unit of measure.
GIS area	Numeric	Area of property in square metres calculated in the GIS
Diagram no	Text	SG diagram number
Reg div	Text	Registration division
Comments	Text	Comments on the property

ATTRIBUTE FIELDS IN THE LEASES SHAPE FILE		
Name	Type	Description
Lease	Text	Lease number from SG diagram
SG code	Text	SG 21 digit code of property on which Lease lies
Farm town name	Text	Farm name or township name of property on which lease lies
Farm erf no	Text	Farm number or township erf number of property on which lease lies
Portion no	Text	Portion number of property on which lease lies

Diag area	Text	Area on the source diagram or GP with the unit of measure
GIS area	Numeric	Area of lease in square metres calculated in the GIS
Diagram no	Text	SG diagram number
Reg div	Text	Registration division
Comments	Text	Comments on the lease

ATTRIBUTE FIELDS IN THE PROPERTIES TABLE OF THE DEEDS' OFFICE DATABASE FOR CADASTRAL PROPERTIES

Name	Type	Description
Registrar	Text	Code for Provincial Deeds' office Registrar
Township	Text	Name of township / sectional title scheme / Registration division for farms
Erf	Text	Erf / farm number
Portion	Text	Portion number (as text)
Farm name	Text	Farm name
Property type	Text	Property type (eg. E = Erf, F = Farm etc.)
Province	Text	Province name
Registration division	Text	Registration division
Clearance	Text	Name of municipality where clearance obtained
Situated at	Text	Underlying property description for sectional title schemes
Previous description	Text	Parent portion number
Diagram deed number	Text	Diagram deed number
Extent	Text	Extent of property in original units of area

Registration date	Text	Registration date
Portion number	Text	Portion number (as number)
Last updated	Date	Date information was downloaded
Remainder	Text	Indicator if a property is remainder or not
Source	Text	Data source
LPI code	Text	LPI code contains the SG 21 digit code for properties.

QUALITY ASSURANCE CHECKS

The quality assurance (QA) checks that are done on the datasets before delivery must include the following:

- Information on all properties in all SG allotment townships and farm parents and all units in all sectional title complexes that lie within the municipality were ordered and have been received from the Deeds' office and all this information is included in the final deliverables.
- The SG 21 digit codes are correctly constructed
- Every property in the registered cadastral has a match to a record in the person table of the Deeds' office database or a valid reason in the comment field if there is no match
- Every record in the person table of the Deeds' office database has a match to a property in the registered cadastral or a valid reason in the comment field if there is no match
- The area in the Deeds' office database lies within the required tolerance of the registered cadastral property.
- There are no gaps or overlaps between properties in the SG approved and registered cadastral GIS data layers.

A professional land surveyor must sign off on the land audit stating that he/she is satisfied that the land audit and creation of the datasets were done as per the specification outlined in this document and that all the necessary QA checks have been done.

CORE MINIMUM REQUIREMENTS FOR SUITABLE SERVICE PROVIDERS

- Professional training;
- Knowledge of and involvement in the area as identified;
- Capacity to produce product within the given time-frame;
- Extensive knowledge of the municipal environment;
- Expert knowledge of the software products in use by GIS unit at MLM;
- Innovative approach and proven experience in practical development of applications for efficient workflow processes; and

- An established track record in managing large scale complex projects and leading multi-disciplinary teams in successful execution.

QUALITY AND CONTENT OF PROPOSALS

It is expected of the suitable service provider to outline a comprehensive approach to the assignment and the preferred methodology to comply with the full scope of undertaking this tender within the stipulated timeframe.

FINANCIAL

The successful service provider shall compile a detailed breakdown of cost and submit it together with the proposal. Comprehensive pricing and competence of the service provider will be major considerations in the evaluation of proposals.

Payment will be based on the following milestone

1. Inception			
2. Purchase deeds information			
3. Correct spatial information			
4. Land use survey			
5. Zoning information			

TIMELINE FOR DELIVERY

The duration of this project will be 12 (Twelve) months, where final evaluation of the deliverables will be undertaken. The service provider will also be required to submit monthly progress reports to the Land Audit Project Steering Committee of Makhado Local Municipality.

SPECIAL CONDITIONS

- The appointed service provider(s) will be remunerated against completion of key deliverables conforming to the highest quality standards;
- The appointed service provider(s) will be expected to submit the completed strategy, implementation plan and other key deliverables in electronic format and a hard copy in English;
- Copyright of all deliverables will vest with the Municipality.
- The project should be completed within the time frame as stipulated in the contract between the service provider and the Local Municipality or those which will be agreed upon with the service provider.
- The report is to be delivered in both hard copy and electronic formats and comprehensive report at the end of each phase during the running of the project.
- The contractual agreements will not be altered and/or interfered with without the conscious knowledge of both parties (i.e. Makhado Local Municipality and service provider).

- All products delivered by the service provider will be subject to scrutiny by the project steering committee. The service provider may be required to make amendments and/or corrections as determined by the said project steering committee scrutiny. No payment will be made for work that is deemed not suitable.

PROJECT MANAGEMENT WITHIN MAKHADO LOCAL MUNICIPALITY

This project will be facilitated by a team consisting of officials from the Makhado Local Municipality and any other person/s appointed by Makhado Local Municipality.

MBD 3.1

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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.....	
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
-
- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:.....
3.2 Identity Number:
3.3 Position occupied in the Company (director, trustee, hareholder²):.....
3.4 Company Registration Number:
3.5 Tax Reference Number:.....
3.6 VAT Registration Number:
3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
3.8 Are you presently in the service of the state? YES / NO
3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 3.9 Have you been in the service of the state for the past twelve months?YES / NO
3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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:

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified copy of smart ID)	N/A	05	N/A	

Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

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:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **MAKHADO MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated bid no. **15 of 2026**. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **KENT MBAVHALELO NEMANAME** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/3/2/2151** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.


DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Land audit and cadastral development and maintenance for Makhado local Municipality			N/A	

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

SIGNED AT **MAKHADO** ON

NAME (PRINT) **MR KENT MBAVHALELO NEMANAME**

SIGNATURE

OFFICIAL STAMP 

WITNESSES
 1
 2
 DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

³ **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.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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