



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 26/04

**THE FLY OVER SURVEY AND MAPPING OF AGRICULTURAL COMMODITY
PRODUCTION AND INFRASTRUCTURE IN THE LIMPOPO PROVINCE FOR THE
PERIOD OF 12 MONTHS**

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	

PREPARED BY:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

COMPULSORY BRIEFING SESSION INFORMATION

Venue: Agri Village 1 Foyer, 67/69 Baccard Street, Polokwane, 0700
Date: 09 July 2026 @10H00

Closing date: 05/08/2026 @11h00

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACDP 26/04	CLOSING DATE:	05/08/2026	CLOSING TIME:	11H00
DESCRIPTION	THE FLY OVER SURVEY AND MAPPING OF AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE IN THE LIMPOPO PROVINCE FOR THE PERIOD OF 12 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET DEPARTMENT					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ndlozi VS		CONTACT PERSON	Ms. Nematili T	
TELEPHONE NUMBER	015 294 3564		TELEPHONE NUMBER	015 294 3217	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NdloziV@aric.limpopo.gov.za		E-MAIL ADDRESS	nemalilit@agric.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: ... **ACDP 26/04**

CLOSING TIME 11:00

CLOSING DATE: 05/08/2026

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		R

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----

R-----

R-----

R-----

R-----

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

R-----

----- days

R-----

----- days

R-----

----- days

R-----

----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

R.....

R.....

R.....

R.....

TOTAL: R.....

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Signature of a bidder

Date

ANNEXURE A – PRICING SCHEDULE

PRICING SCHEDULE

PART A

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

ITEM	DELIVERABLES	DESCRIPTION	AMOUNT
a)	<i>Deliverable 1</i>	Project initiation, work plan, stakeholder coordination	R
		Bi-monthly progress meetings & reporting	R
		Winter aerial survey (aircraft, pilot, observers), Field verification surveys	R
		Summer aerial survey (aircraft, pilot, observers), Field verification surveys	R
		High-resolution satellite imagery acquisition	R
b)	<i>Deliverable 2</i>	Commodity value chain profiles	R
		Agricultural production & value analysis	R
c)	<i>Deliverable 3</i>	GIS mapping and data management for crop and livestock mapping (winter and summer), agricultural Infrastructure and Irrigation schemes	R
d)	<i>Deliverable 4</i>	Viability assessment & intervention strategies	R
		Comprehensive agricultural sector plan/report	R
		GIS-based maps & management presentations	R
TOTAL FOR PART A			R

PART B**PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT**

No	PERSON AND POSITION	NAME OF PERSONEL INVOLVED	QTY	HOURLY RATE	DAILY RATE	TOTAL
1	Project Manager / Team Leader		1	R	R	R
2	GIS professional (SAGC Registered)		1	R	R	R
3	Remote Sensing Specialist		1	R	R	R
4	Agricultural Scientist (Crop Specialist)		1	R	R	R
5	Animal Scientist / Livestock Specialist		1	R	R	R
6	Agricultural Economist		1	R	R	R
7	Field Survey Coordinator		1	R	R	R
8	GIS Technicians / Data Capturers		2	R	R	X RESOURCES = R 2
9	Aerial Survey Observers		2	R	R	X RESOURCES = R 2
10	Pilot / Aviation Crew (SACAA compliant)		1	R	R	R
11	Data Analyst / Statistician		1	R	R	R
TOTAL FOR SECTION B						R

PART C

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

DESCRIPTION OF EXPENSE TO BE INCURRED	QUANTITY	RATE	AMOUNT
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
TOTAL FOR PART C			R

a)	TOTAL FOR PART A	R
b)	TOTAL FOR PART B	R
c)	TOTAL FOR PART C	R
d)	TOTAL FOR PART A, B & C	R
e)	ADD 5% CONTIGENCY FOR A, B & C	R
f)	SUB TOTAL	R
g)	VAT @ 15%	R
h)	TOTAL AMOUNT INCLUSIVE OF VAT & CONTIGENCY	R

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:
.....
.....
- 2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?
YES/NO
- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE

APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Means of verification	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership > 51%	CSD Report and copy of company registration document	5	
Women Ownership > 51%	ID Document	4	
Persons with Disability Ownership >51%	CSD and Medical Certificate from recognized Medical Practitioner	5	
Youth Ownership >51%	ID Document	6	
Total Points		20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TERMS OF REFERENCE

FOR

**TERMS OF REFERENCE FOR THE FLY OVER SURVEY AND MAPPING OF
AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE IN THE
LIMPOPO PROVINCE FOR THE PERIOD OF 12 MONTHS**

1. PURPOSE

To appoint a Professional Service Provider for the aerial survey and Mapping of Agricultural Commodity Production and Infrastructure in the Limpopo Province for the Limpopo Department of Agriculture and Rural Development (LDARD) for a period of 12 Months.

2. BACKGROUND

As part of its core mandate, LDARD is responsible for delivering timely, reliable, and relevant agricultural information to stakeholders to support informed decision-making and ensure the sustainability and competitiveness of the agricultural sector. The successful execution of this mandate depends on high-quality spatial data, which can only be obtained through a comprehensive, up-to-date aerial survey and mapping process. The aerial survey is one of LDARD's flagship projects, used to provide up-to-date statistical data on agricultural production activities and the infrastructural footprint, and to monitor agricultural land-use changes.

The first survey or mapping exercise (supplemented by interviews with farmers) was conducted in 2011 to establish a baseline for both winter and summer crops. The data collected during that period provided a valuable baseline of agricultural production activities and was instrumental in supporting the planning needs of both the Department and sector stakeholders, including farmers. To ensure planning and resource allocation remain relevant and accurate, an updated aerial survey must be undertaken. This initiative captures both spatial and non-spatial data, offering an updated view of the total surface area under agricultural production, estimated yields (crop and animal production), and evolving production patterns across the province.

3. OBJECTIVES

The objective of these Terms of Reference is to appoint a suitably qualified service provider to design and implement a comprehensive aerial and field-based survey to develop an accurate, current, and georeferenced dataset of agricultural crop and animal production activities and associated infrastructure across Limpopo Province. The service provider will be required to establish an integrated GIS-enabled database that serves as a credible spatial evidence base to support departmental planning, budgeting, and resource allocation processes. The dataset must enable commodity-specific

analysis, monitoring of land-use and productivity trends, and identification of priority investment areas. Furthermore, the outputs shall inform infrastructure and service delivery planning, support climate resilience and risk management initiatives, and strengthen evidence-based decision-making in line with provincial and national agricultural development priorities.

4. SCOPE OF WORK

To achieve this objective, the appointed Service Provider will be required to implement the following integrated scope of work:

4.1 Agricultural Production Mapping and Survey

- Update the baseline data captured during the 2011/12 survey for both winter and summer seasons.
- Identify, locate, and map all cultivated agricultural fields in Limpopo Province, including:
 - Horticultural, agronomic, industrial, and subtropical crops.
 - Crops produced under hydroponics, shade nets, and greenhouses.
 - Temporary and permanent irrigation systems, including centre pivots.
- Compare updated data with the 2011/12 baseline to determine production trends, spatial shifts, and changes in commodity focus.
- Define and map field boundaries for winter and summer crops separately, acknowledging seasonal boundary changes.
- Field boundaries indicating current land uses.
- Capture insights from engagements with farmers, agribusinesses, and sector stakeholders on emerging commodities, production challenges, and opportunities at the district and local municipality levels.
- Distinguish between active, fallow (resting), and abandoned fields.
- Identify, locate, and geo-reference all Animal production systems across the province, including:
 - Dairy, beef, feedlots, poultry, pigs, aquaculture, and game–animal interface systems, etc.
 - Communal grazing areas and related infrastructure.

4.2 Agricultural Infrastructure and Value Chain Mapping

- Update and map all existing agro-processing infrastructure, fully attribute with infrastructure type and business name (where applicable), and integrate into the LDARD GIS system.
- Map and geo-reference on-farm agricultural infrastructure, including:
 - Agricultural marketing and logistic infrastructure (agro-processing and Abattoirs, pack houses, animal handling facilities, grain silos and millers).
 - Input suppliers, service centres and their functional service areas. Input suppliers include Nurseries, Hatcheries, Seed Companies, Input-supplying companies (corporations or well-established companies), and Agro dealers (small input suppliers).

4.3 Irrigation Scheme

- Mapping of all active and inactive irrigation schemes in Limpopo Province.

4.4 Agricultural Strategic Analysis and Business Reporting,

- Produce a comprehensive agricultural sector report and strategic agricultural analysis, including:
 - Area planted, production estimates, quantities marketed, and rand values per commodity;
 - Commodity value chain profiles and local municipal level production analysis;
 - Business development and sustainability considerations. Prepare GIS-based analytical maps and management-ready presentation material.

5. KEY DELIVERABLES OF THE PROJECT

5.1. Deliverable 1: Mapping of crops, animal production and agricultural infrastructure.

It will be expected of the service provider:

- 5.1.1 To develop a “crop calendar” for all (cropping) commodities in the Limpopo Province to ensure that the survey captures crops at the optimum time for identification
- 5.1.2 To conduct an aerial field survey and geo-reference all the field boundaries where there are cultivated crops and animal production. All

- the summer and winter crops should be mapped, time-tagged and classified.
- 5.1.3 To conduct an aerial field survey and georeference all areas where there is livestock production.
 - 5.1.4 To map and classify all agricultural infrastructures for intensive farming systems such as greenhouse tunnels, hydroponics, bee hives, netting and other agro-infrastructure.
 - 5.1.5 To identify and map all agricultural markets and logistic infrastructure, such as grain silos, animal handling facilities, packhouses and agro-processing facilities.
 - 5.1.6 To identify and classify key commodity production hubs as agricultural development zones based on production concentration and output
 - 5.1.7 Provide observation flight plans with dates in GIS formats, including GPS points.
 - 5.1.8 To meet with Organised Agriculture Structures as soon as regional observation flight schedules can be planned, for them to inform their members timeously.

Outputs

- a) A Geo-database of all the cultivated field boundaries (both active and inactive), attributed with the crop or animal production at the time of survey (or noted as e.g. fallow). The database should be structured as per the 2026/2027 survey, with some small improvements as discussed previously in this document.
- b) Ensure compliance with approved spatial data standards and metadata requirements.
- c) All spatial outputs must be certified by a South Africa Geomatics Council (SAGC)-registered Professional GISc within the Service Provider's team.
- d) Harmonise datasets across survey iterations to ensure full comparability despite technological or methodological advancements.
- e) Provide all source imagery and background data sets used during the project to LDARD on a high-speed external SSD.

5.2 Deliverable 2: Value of Agriculture commodity production in Limpopo

The value of agricultural commodity production should be reported in the following spreadsheet format:

- 5.2.1 Area planted per commodity per district and local municipality
- 5.2.2 Weighted average output (tons) for the region
- 5.2.3 Potential Rand Value and Export value (Rand /ton) based on prevailing market prices at the time of the survey.
- 5.2.4 Determination of average farm size for key commodities
- 5.2.5 Determine the potential of unused land based on crop suitability of the specific area
- 5.2.6 Intelligence gathering from agribusinesses and local experts on a regional basis regarding agricultural trends and average yields.

Outputs

- a) A detailed agricultural production report which includes updated area planted per commodity, outputs, rand value and quantity marketed (Local Market, Export Market and Processing).
- b) Intelligence gathered and reported per district and local municipality, or production region spanning district and local municipalities, pertaining to any changing land use trends, new commodities and any production issues influencing agricultural land use and infrastructure, inclusive of crop or livestock production.
- c) This should guide LDARD in responses and strategic planning on a local basis and contribute to an envisaged agricultural sector plan.

5.3 Deliverable 3: Agricultural Infrastructure and Facilities

- 5.3.1 Spatially attribute agricultural marketing and logistics infrastructure, including but not limited to agro-processing facilities, abattoirs, packhouses, animal handling facilities, and milling facilities
- 5.3.2 Map and geo-reference all existing on-farm agricultural infrastructure across the province.
- 5.3.3 Map and geo-reference agricultural input suppliers and service centers, including their respective functional service areas. Capture and classify input supply infrastructure, including nurseries, hatcheries, seed companies, established input suppliers, and agro-dealers/small-scale input suppliers.
- 5.3.4 Provide a fully attributed spatial database of all identified infrastructure, including infrastructure type, location coordinates, operational status, and associated business/facility names where applicable.
- 5.3.5 To map all active and inactive irrigation schemes in Limpopo Province.

Outputs

- a) All agro-processing facilities that were mapped in deliverable 5.3 are to be annotated in terms of their processes/products/outputs.

- b) The location and type of all existing agricultural infrastructure, database and shape files/geodatabase of agricultural land use change (from baseline data to 2026), inclusive of changes from virgin veld to crop or livestock production.
- c) A geo-referenced spatial database and map layer of all active and inactive irrigation schemes in Limpopo Province, indicating cultivated areas, commodity or crop type where applicable.
- d) Confirm that the previous infrastructure still exists and operates as reported.

5.4 Deliverable 4: Agricultural strategic analysis & business reporting:

- 5.4.1 The Service Provider is expected to conduct a detailed strategic information analysis of the products developed, as described in the requirements for deliverables 5.1 and 5.2.
- 5.4.2 The strategic analysis must contribute to a detailed Agricultural Business Development Plan that will describe the current agriculture businesses and processes of the area, compliance issues, as well as economic contributions against the impact on the environment and reference to sustainability. This, in turn, will contribute to the proposed provincial agricultural sector plan.
- 5.4.3 This will provide strategic information on where and what changes are occurring, and on the responses/interventions that need to be facilitated by LDARD management and their respective teams.
- 5.4.4 The Agricultural Business Development Plan must be a GIS based report with strategic presentation of data analysis and reporting.

Outputs

- a) The datasets from the two survey iterations must be standardised and harmonised to enable consistent comparison across time within Limpopo Province's agricultural commodity mapping programme.
- b) This includes aligning variations in methodologies, classifications, and workflows, particularly regarding changes in definitions (e.g. old lands), and the classification of horticultural, agronomic, industrial, subtropical crops and mixed cropping systems. All datasets must be integrated into a single geospatial database to support time-series analysis of commodity distribution and trends at regional level.
- c) Develop and design a strategic interpretation report framework tailored to effectively communicate spatial and commodity-specific insights derived from the Limpopo agricultural mapping outputs.
- d) Undertake detailed data analysis and produce summarised outputs at district and local municipality level, reflecting commodity distribution, extent, and changes over time.
- e) Compile a comprehensive project methodology report, with the option to classify specific technical components as the Service Provider's intellectual property, to be documented separately from the main report.
- f) Conduct an evaluation and comparative analysis to assess alignment between the mapped agricultural commodity data and other authoritative datasets (e.g. Department of Agriculture (DoA), Statistics SA, Commodity-Based & Industry Groups: Citrus Growers, Grain SA etc), within the Limpopo context.
- g) Undertake agricultural business interpretation analysis, linking spatial commodity data to agri-business activities, value chains, and production

- systems within the province
- h) Conduct agricultural economic development analysis, assessing the contribution and potential of mapped commodities to local and provincial economic growth
- i) Summary of data processed into data tables and spatial components (both GIS-based and Excel data tables), formatted for use in the Department's GIS System, and by economists.

6. METHODOLOGY TO BE APPLIED

- 6.1 The mapping should be conducted through aerial surveys complemented by field surveys in the agricultural areas in Limpopo. Professional Service Providers (PSP's) will be expected to submit a detailed project methodology and implementation plan for approval by LDARD.
- 6.2 This update will require an increased reliance on remote sensing (RS) to distinguish annual winter crops (Cabbage, Spinach, Lettuce, Carrots, Beetroot, etc.). Latest Sentinel 2 and LANDSAT 8 satellite imagery is regarded as the *de facto* source of data for this part of the investigation.
- 6.3 Undertake winter and summer aerial surveys using light aircraft and/or helicopters, flown at altitudes sufficient to accurately identify crops, livestock systems, and infrastructure.
- 6.4 Deploy qualified agricultural observers supported by a commercial pilot and specialised onboard GIS-based data capture systems.
- 6.5 Conduct field-based and vehicle-based surveys to verify airborne observations and to cover areas where flying is restricted or impractical.
Where direct access is not possible (e.g., no-fly zones), apply local knowledge and record such data with appropriate confidence scores.

7. SPECIFIC REQUIREMENTS

- 7.1 The Service Provider must submit all reports, including minutes of meetings held, to both the Project Manager and the project steering committee at (LDARD). Progress reports must be submitted on a monthly basis. All reports must be signed and in MS Word format.
- 7.2 Before commencement, a meeting will be held with the project technical management team, consisting of the GIS technical team, to refine the database structure requirements and usage of the Surveyor General's cadastral data. A follow-up technical meeting will be undertaken once the draft products of both the summer and winter missions are available to ensure the final product meets the requirements.
- 7.3 All the spatial data should conform to Limpopo Provincial Government and LDARD GIS data standards; be in a state such that it can be easily imported into the Department's Geodatabase (Environmental Systems Research Institute (ESRI) ArcGIS/ArcGISPro) system.
- 7.4 The data collected by the Service Provider should conform to SASQAF (South African Statistical Quality Assessment Framework) operational standards and guidelines
- 7.5 And any further requirements as specified by the National Spatial Infrastructure Framework (NSIF).
- 7.6 Facilitate bi-monthly progress meetings with the LDARD Steering Committee.
- 7.7 Support departmental capacity building through knowledge transfer and participation of LDARD officials, as requested.
- 7.8 Must ensure full compliance with the Protection of Personal Information Act

(POPIA).

7.9 The Service Provider shall, upon request from the Project Manager, facilitate the involvement and participation of departmental officials for capacity building purposes, including their inclusion in activities such as aerial survey flight missions.

7.10 Provide approved observation flight plans by the South African Civil Aviation Authority (SACAA) prior to flight missions.

8. HUMAN RESOURCE REQUIREMENTS FOR THE PROJECT

No.	Position / Role	Minimum Qualifications	Key Responsibilities	Minimum Quantity
a	Project Manager / Team Leader	Degree in GIS / Geomatics / Agriculture / Project Management	Overall project coordination, stakeholder management, reporting, quality assurance, SLA compliance	1
b	GIS professional (SAGC Registered)	BSc or equivalent in GIS/Geomatics + SAGC registration	Spatial data management, geodatabase development, mapping outputs, certification of spatial data	1
c	Remote Sensing Specialist	Degree in Remote Sensing / GIS / Geospatial Science	Satellite imagery analysis, crop identification, land-use change detection	1
d	Agricultural Scientist (Crop Specialist)	Degree in Agronomy / Crop Science	Crop classification, crop calendar development, validation of crop production data	1
e	Animal Scientist / Livestock Specialist	Degree in Animal Science	Mapping and analysis of livestock systems, grazing patterns, production systems	1
f	Agricultural Economist	Degree in Agricultural Economics	Commodity valuation, market analysis, value chain analysis, economic reporting	1
g	Field Survey Coordinator	Diploma/Degree in surveying / Agriculture / GIS	Coordination of field surveys, ground-truthing, stakeholder engagement	1
h	GIS Technicians / Data Capturers	Diploma in GIS / Geomatics	Data capturing, digitising field boundaries, data validation and cleaning	2
i	Aerial Survey Observers	Technical training in surveying/agriculture/GIS	Onboard observation, crop identification, and geo-referencing during flights	2
j	Pilot / Aviation Crew (SACAA compliant)	Valid Commercial Pilot License (CPL)	Conduct aerial survey missions, ensure compliance with aviation regulations	1
k	Data Analyst / Statistician	Degree in Statistics / Data Science	Data analysis, production estimates, trend analysis and reporting	1

9. DELIVERABLES MILESTONES

ITEM	DELIVERABLES	DESCRIPTION
e)	Deliverable 1	Project initiation, work plan, stakeholder coordination
		Bi-monthly progress meetings & reporting
		Winter aerial survey (aircraft, pilot, observers), Field verification surveys
		Summer aerial survey (aircraft, pilot, observers), Field verification surveys
		High-resolution satellite imagery acquisition
f)	Deliverable 2	Commodity value chain profiles
		Agricultural production & value analysis
g)	Deliverable 3	GIS mapping and data management for crop and livestock mapping (winter and summer), agricultural Infrastructure and Irrigation schemes
h)	Deliverable 4	Viability assessment & intervention strategies
		Comprehensive agricultural sector plan/report
		GIS-based maps & management presentations

10. BID EVALUATION CRITERIA

CRITERIA	REQUIREMENTS
Pre-compliance criteria	Bidders must submit all documents as outlined below.
Functionality	Bidders must obtain a minimum of 65 points to be evaluated further on price and Specific Goals
Price	The lowest bidder will be allocated 80 points. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

10.1 PRE-COMPLIANCE EVALUATION

- i. During this phase bid responses are registered and to ascertain the number of bid responses received before the closing date and time.
- ii. The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:
 - a) Business registration including details of directorship and membership
 - b) In the service of the state status
 - c) Tax compliance status
 - d) Identity number (s)
 - e) Tender defaulting and restriction status, and
 - f) Any additional and supplementary verification information communicated by National Treasury
 - g) Execution plans on how they intend to execute the work

10.1.1 REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.3	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Declaration of Interest – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3)
Preference Point Claim Form – SBD 6.1	YES	Must be fully completed, signed and non-Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
Joint Venture Agreement/ Power of Attorney in case of Joint Ventures	YES	Must submit Joint Venture Agreement or Power of Attorney in case of Joint Ventures
Specification	YES	Must comply with the specification
Aerial Survey Resources Light aircraft/helicopter	YES	proof of ownership registered under the name of company / if they are going to hire- bidders to attach Letter of intent
Registered Personnel with professional body (GIS)	YES	Attach SAGC certificate
Professional Indemnity Insurance	YES	Must attach the professional indemnity insurance

10.2 Bidders must ensure that they meet the following requirements before the bid can be awarded:

CRITERIA	REQUIREMENT
Tax compliance status	Bidder must be tax compliant before the bid is awarded,
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	if Shareholders or directors are employed by state /government departments, municipalities, municipal

CRITERIA	REQUIREMENT
	entities, public entities unless the approval from executive authority to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

10.3 TECHNICAL EVALUATION

Bidders will be evaluated based on functionality. The minimum threshold for functionality is **65 points out of 100 points**. Bidders who fail to meet minimum threshold will be disqualified and will not be evaluated further for price and preference points.

CRITERIA	SCORING INDICATORS	SCORING GUIDE/ VALUE	WEIGHT
a) Company Experience in the field of Mapping Services. Detailed experience of company relating to Mapping and track record (please attach appointment letters with contact details and values of the contracts) (failure to submit will forfeit points). Experience includes: • Flyover mapping of winter and summer crops • Livestock production systems • Agricultural infrastructure and irrigation schemes Reference letters must contain the following: Refer to ANNEXURE B • Signed and on an entity letterhead. • Clearly indicate the type of service provided. • Reference letters to be dated and signed • Contract duration. • Relevant contact person's name, surname and position • Relevant contact number/s LDARD reserves the right to contact these Organisations, without prior notice to the bidder	6 and more projects executed	5	30
	4-5 projects executed	4	
	2-3 projects executed	3	
	1- project executed	1	
	No information provided/ 0 projects executed	0	
b) Cumulative Experience in contracts of similar value in Mapping Services. Proof such as orders or appointment letters and reference letters must be attached. (failure to submit will forfeit points)- Attach reference letter . Projects include: • Agricultural surveys • Commodity value chain studies	Above 150% of this Bid Offer	5	25
	101% to 150% of this Bid Offer	4	
	61% to 100% of this Bid Offer	3	
	31% to 60% of this Bid Offer	2	
	11% to 30% of this	1	

• Spatial datasets with certified geodatabases	Bid Offer		
	Up to 10% of this Bid Offer	0	
c) Experience of key personnel in fly over survey and Mapping Services. Bidders must submit CVs of key personnel with experience in fly over survey and Mapping services (Failure to attach proof will forfeit the points) .	Above 6	5	15
	5-6 Years	3	
	3-4 Years	2	
	1-2 years	1	
	No experience/ non submission of proof	0	
d) CAPACITY AND RESOURCES: Human Resource Capacity Technical Team- Dedicated Multidisciplinary Team (GIS professional - Registered Personnel with professional body), Remote sensing specialist, Natural resource specialist, Crop scientist, Animal scientist, and Agricultural Economist, Attach CV with references with contactable details	A full complement team with relevant qualifications and experience of 8 years and above	5	20
	A full complement team with relevant qualifications and experience 6 - 7 years	4	
	A full complement team with relevant qualifications and experience with 4-5 years.	3	
	A full complement team with relevant qualifications and experience with 2-3 years	2	
	A full complement team with relevant qualifications and experience with 1 year	1	
	None	0	
e) CAPACITY AND RESOURCES: Technical & Equipment Resources Aerial Survey Resources Light aircraft/helicopter access Attach proof of ownership registered under the name of the company / if they are going to hire bidders, to attach a Letter of intent. (Failure to submit will forfeit points)	Own	5	10
	Leased	3	
	None	0	
Total			100

10.4 APPLICATION OF PREFERENCE POINT SYSTEM

10.4.1 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

- a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph 3.2.1 and 7.7 of the Reconstruction and Development Programme White Paper of 1994 and the Broad-Based Economic Empowerment Act, 2003.
- b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- c. A maximum of **20 points** will be awarded in accordance with the table below:

NO	SPECIFIC GOALS	20 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	5	CSD Report and copy of company registration document
2	Women Ownership > 51%	4	ID Document
3	Persons with Disability Ownership >51%	5	CSD and Medical Certificate from recognized Medical Practitioner
4	Youth Ownership >51%	6	ID Document
TOTAL POINTS		20	

- d. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- e. **Only the tender with the highest number of points scored may be selected for an award.**

11. SPECIAL CONDITIONS OF THIS BID

LDARD reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering

- the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
 - d. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
 - e. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
 - f. To cancel the contract should the bidder fail to comply with the stipulated conditions.
 - g. Bidders should note that the department might subject the successful bidder to negotiations for fair market-related prices.**
 - h. All project information must be treated as confidential and comply with the POPIA
 - i. Intellectual Property – all data and outputs will remain the property of LDARD. LDARD reserves the right to terminate the contract in case of non-performance or breach of contract.

12. VALIDITY PERIOD OF BID

- The validity (binding) period for the bid will be **240 days** from close of bid.
- However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

13. CONDITIONS

- a) This bid and all contracts will be subjected to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- b) LDARD will furnish the Service Provider with all relevant and available data and information, which is necessary to perform the services under the agreement.
- c) LDARD will become the owner of all information, documents, programmes, advice and reports generated and compiled by the Service Provider in the execution of the services.
- d) The copyright of all documents and reports compiled by the Service Provider will vest in LDARD and may not be reproduced or distributed or made available in any other way without the written consent of LDARD.
- e) All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of LDARD.

- f) Appointment is subject to both parties agreeing with the Service Level Agreement; both parties must sign the agreement.
- g) The Service Provider is entitled to general knowledge acquired in the execution of this agreement and may use it, if it shall not be to the detriment of the LDARD.
- h) The successful bidder shall provide the service required based on the set timelines agreed with LDARD.
- i) Conditions stipulated in the general conditions of the contract will be applicable should any of the parties fail to deliver (read together with the Service Level Agreement signed by both parties).
- j) On termination of the agreement, for whatever reason (s), all documents, programmes, reports, must be handed to LDARD, The Service Provider relinquishes the right of retention thereof.
- k) The Service Provider will be liable for any loss/damage of assets during the contract period.
- l) Financial penalties will be issued as determined in the Service Level Agreement.
- m) Bidders are expected to attach/submit their plans on how they are going to execute the task.
- n) Joint ventures and or any partnership must be in writing, stating the responsibility of each party and the person responsible for the signing of bid documentation or any related business decision
- o) Payment of service shall be made upon the receipt of the project deliverables as per the approved implementation plan.
- p) The service provider must have professional indemnity insurance when assuming/starting the project and must run until the project has been handed over to LDARD
- q) LDARD reserves the right to verify the qualifications and the registration with the professional bodies that are provided by the bidder, and if there is any invalidity, the bid will be disqualified.

14. PRICING

- a) Bidders are required to indicate their rates (costs) inclusive of all applicable taxes.
- b) The price Bid must include VAT and should be fully inclusive to deliver all outputs indicated in the terms of reference.
- c) **Bidders must ensure that the Total Bid Price (Including VAT) must be the same on SBD 3.3. Failure to comply with this requirement will lead to disqualification.**
- d) LDARD will not make an upfront payment to a successful service provider. Payments will only be made in accordance with the delivery of service that will be agreed upon by both parties and receipt of an original invoice.
- e) Bid prices must be inclusive of all related cost (e.g. Accommodation, Transport, reproduction cost and other related expenses to be incurred, etc.) and must be inclusive of **15% VAT & 5% Contingency**. On basis of these particulars, certified invoices will be checked for correctness. **Proof of the expenses must accompany invoices**

15. INDEMNITY

- 15.1 If a bidder breaches the conditions of this bid and, as a result of that breach, LDARD incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds LDARD harmless from any and all such costs which LDARD may incur and for any damages or losses LDARD may suffer.
- 15.2 If the Service Provider fails to perform the Services as specified in this Agreement, the Department shall, without prejudice to any of its other rights, be entitled to impose penalties on the Service Provider.

16. REPORTING REQUIREMENTS

- a) The service provider shall report to Project manager and the project steering committee at Limpopo Agriculture and Rural Development (LDARD).
- b) The service provider should conduct monthly quality checks and submit monthly written signed reports to the Project Manager.

17. PROJECT DURATION

The duration of the project will be twelve (12) months after signing the SLA.

18. MONITORING AND EVALUATION

- a) The right of the LDARD to Investigate and Seek Clarification; The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- b) The Department shall seek all clarifications in writing and the Bidders responses shall also be in writing. The Department may request progress report, or presentations at any stage of the project.
- c) Without limiting the generality above, the Department may, in its sole discretion, investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- d) Require or seek out confirmation from other parties of information furnished by a Bidder.
- e) Appropriate penalties, including discharge and / or blacklisting shall be instituted in case of infringements of any of the above stipulations or any other transgressions not covered here-in.

19. PROJECT MANAGEMENT

Service Provider must always comply with safety regulations during operations or during the rendering of the above-mentioned services.

20. NEGOTIATIONS

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

21. ARITHMETICAL ERRORS

- a) The SCMU official checks all bids for arithmetical errors. Where errors occur, they are corrected as follows:

- i. where there is a difference between the amounts in figures and in words, the amount in words overrules the amount in figures.
- ii. where the line-item total differs from the unit rate multiplied by the quantity, the value of the unit rate multiplied by the quantity overrules the quoted total, unless there is an obvious misplacement of the decimal point in the unit rate, in which case the line- item total is accepted, and the unit rate is corrected.
- iii. where there is an error in the total of the prices, either as a result of corrections made by the SCMU or of a mistake in addition by the bidder, the buyer corrects the total; and
- iv. the SCMU informs the bidder of the needed corrections and requires that he accept these in writing or withdraws his bid. If the bidder does not accept the corrections, his bid is withdrawn from evaluation. The SCMU does not give the bidder the opportunity to stand by a lower but uncorrected price

22. SITE INSPECTION

- a) As part of the evaluation process of this bid, the Department will conduct site **inspections of the premises of 2 top scoring bidders**, and
- b) The purpose of the site inspections is to confirm the validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

23. JOINT VENTURES

- a) Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- b) Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- c) The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- d) The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.
- e) Both companies to a J/V should complete separate forms or be represented for Compulsory Enterprise Questionnaire.
- f) Both companies to a J/V should submit should complete separate SBD 4 for each company.

ANNEXURE B: CLIENT REFERENCE FORM

PROJECT: FLY-OVER SURVEY AND MAPPING OF AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE

A. CLIENT / REFEREE DETAILS

Name of Organisation	
Physical Address	
Contact Person (Name & Surname)	
Designation / Position	
Telephone Number	
Email Address	

B. SERVICE PROVIDER DETAILS

Name of Service Provider	
Company Registration Number	
Contract / Appointment Reference Number	

C. PROJECT DETAILS

Project / Contract Title	
Brief Description of Services Rendered	
Type of Services Provided	
Project Location (Province / Area)	
Contract Start Date	
Contract End Date	
Contract Duration	
Contract Value (ZAR, VAT incl.)	
Similar nature and complexity to this bid? (Yes/No)	
Client Organisation	

D. PERFORMANCE ASSESSMENT

Criteria	Excellent	Good	Satisfactory	Poor
Technical competence & expertise				
Quality of mapping & GIS outputs				
Adherence to timelines				
Project management & coordination				
Professionalism & communication				
Compliance with scope & specifications				

E. OVERALL ASSESSMENT

Was the project completed successfully? (Yes/No)	
Were deliverables accepted? (Yes/No)	
Would you recommend this Service Provider? (Yes/No)	
Additional Comments	

F. DECLARATION BY CLIENT / REFEREE

Name of Referee	
Signature	
Date	
Official Stamp	

**A GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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33. National Industrial Participation Programme (NIPP)
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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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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:

performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (a) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (b) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (c) 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
- (d) 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 Africa 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 (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)