



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE
PROVIDER TO UNDERTAKE A REVISION OF THE LIMPOPO TOURISM
GROWTH STRATEGY (TGS) TO DEVELOP THE LIMPOPO TOURISM
MASTER PLAN 2025 - 2030**

1. PURPOSE

Limpopo Economic Development, Environment and Tourism (LEDET) hereby calls for proposals from prospective service providers to undertake a review of the Limpopo Tourism Growth Strategy (TGS) 2018 to develop the Limpopo Tourism Master Plan 2025-2030.

2. OBJECTIVE

As part of the tourism mandate of the department to develop, promote and regulate tourism in the Limpopo Province, a tourism growth strategy was developed with six tourism clusters as the main building blocks. To effectively deliver on this mandate, and noting the rapid changes within the tourism sector on a global, national and provincial level, there arose a need for a review of the strategy to:

- (a) Confirm if the current strategic approach and identified clusters are still relevant to the Limpopo Province, and
- (b) Identify those strategic interventions that are required to support the growing demand and supply expectations within the sector that are applicable to the Limpopo Province.
- (c) Identify key strategic projects for the sector.

3. BACKGROUND INFORMATION

3.1 General

Tourism remains one of the sectors that have traditionally been known to address some of the world's most pressing challenges, including socio-economic growth, inclusive development and environmental preservation.

In 2024, an estimated 1.4 billion international tourists were recorded worldwide, an 11% increase over 2023, and only 1% off arrivals in 2019.

International tourist arrivals are expected to grow 3% to 5% in 2025 compared to 2024, according to preliminary estimates.

Globally, the travel and tourism sector directly and indirectly supports a significant number of jobs, with estimates suggesting it contributes to around 10% of all jobs worldwide. Before the COVID-19 pandemic, travel and tourism accounted for 10.5% of all jobs globally, supporting 334 million jobs. The sector contributed 10.4% of global GDP.

In 2023, the travel and tourism sector in South Africa contributed 1.7 million direct & indirect jobs, which constitutes 9.2% of total employment within the country. The sector contributed 8.2% of GDP to the South African economy.

Post the COVID-19 pandemic, the travel and tourism sector is experiencing a recovery, with the World Travel & Tourism Council (WTTC) estimating that the sector contributed 9.1% to the global GDP in 2023.

The WTTC projects that the travel and tourism sector could create nearly 126 million new jobs worldwide within the next decade. Tourism is therefore a valuable source of livelihood for millions of people.

UN Tourism projections for Africa is that the region is forecast to reach 134 million tourists by the year 2030, representing an average annual growth rate of 5%.

The Tourism Sector Master Plan (TSMP), approved by Cabinet in 2023, is a comprehensive strategy designed to revitalize the tourism sector, focusing on inclusive and sustainable growth, and leveraging the sector's potential for economic growth and job creation. The TSMP provides the building blocks of an integrated action plan with specific objectives and indicators all provinces need to align to.

3.2 Competitive Advantage of Limpopo in the Tourism Industry

Growing interest in natural heritage and opportunities to experience high-quality natural environments have been identified as important factors of competitiveness in the Travel and Tourism Industry. Limpopo's competitive advantage as a tourism destination is based on its **natural** (scenic beauty, wilderness landscape and diverse wildlife), **cultural** and **heritage** resource base and the province is therefore intrinsically positioned to cater for this interest. The vast open areas and large conservation areas in Limpopo remain the main attractions offered in the province.

This is supported by the latest statistical report on tourism that identified the top three destinations that attracted international visitors to Limpopo as the Kruger National Park, Mapungubwe UNESCO World Heritage Site and the Bela-Bela hot springs and spa in the Waterberg. These areas form an integral part of the mega conservation cluster. As this cluster mainly presents the province's unique wildlife viewing opportunities, ecotourism activities and vast landscape settings, ecotourism remains a critical tourist offering to consider when reviewing the growth strategy.

Research conducted by the University of Pretoria for the National Department of Tourism pertaining to competitiveness of South Africa as a tourist destination revealed that Wildlife still remains the number one attraction for the UK, USA and German markets visiting South Africa (Lubbe, 2015).

Tourism development in these mega conservation areas also contribute to a number of downstream benefits such as infrastructure development, services and business opportunities that directly contribute to employment opportunities offered in these areas.

This is substantiated by the following:

- 4.1 million (almost 30%) hectares in Limpopo is dedicated to game farming and provincial nature reserves (43) that offer various consumptive and non-consumptive tourism opportunities.

- The Kruger National Park, South Africa's prime eco-tourism destination, adds an additional 1.9 million hectares to this natural experience.
- Three (3) National Parks occur in Limpopo which are the Kruger National Park, Marakele National Park, and Mapungubwe National Park (also part of the Mapungubwe World Heritage Site).
- Limpopo is also home to three registered UNESCO Biosphere Reserves, namely the Kruger to Canyons Biosphere Reserve, the Waterberg Biosphere Reserve and the Vhembe Biosphere Reserve.
- Two sites in Limpopo have received World Heritage status, namely Mapungubwe and Makapan Valley.
- Limpopo is further part of two trans frontier conservation areas, namely, the Greater Limpopo trans frontier conservation area and the Mapungubwe trans frontier conservation area.
- Limpopo also has two Ramsar sites, 28 registered natural heritage sites and still many cultural and natural areas that are not yet proclaimed.
- Limpopo is home to three national centres of endemism, namely, the Soutpansberg Centre, the Wolkberg Centre, and the Sekhukhune Centre.
- Two national orders have their roots in Limpopo Province. These are the Order of Mapungubwe, which is awarded for excellence and exceptional achievement and the Order of the Baobab, which is awarded for distinguished service that goes beyond the call of duty.

These icons, coupled with the diversity of wildlife, cultural attributes and vast wilderness landscapes that stretch beyond South Africa's northern boundary, undoubtedly make Limpopo a rich and highly valued ecotourism destination.

3.3 Tourism Clusters

Historically, working towards a 2020 Tourism vision in support of the National Tourism Framework, Limpopo developed a revised Tourism Growth Strategy as per the outcomes of the 2012 Tourism Lekgotla. Apart from mining, manufacturing and agriculture, tourism was also identified as a key economic driver within the former Limpopo Employment and Growth Plan (LEGDP) to grow the provincial economy.

A tourism vision formulated in the 2006 Tourism Growth Strategy was to "*Position Limpopo as the preferred ecotourism destination in southern Africa*" and the objective was to "*Develop tourism destinations and products through implementing the following six tourism clusters*" namely the:

- (i) Family and Recreation Cluster
- (ii) Special Interest Cluster
- (iii) Golf & Game Cluster
- (iv) Mega-Conservation Cluster
- (v) Safari and Game Industry Cluster
- (vi) "MICE" and Infrastructure Cluster

While in the process of aligning and adapting to the new vision for tourism, the province, although not to the extent of its potential, succeeded in experiencing a growth in tourist numbers visiting the province. The transformation, awareness and development programmes achieved more than the set targets due to the emphasis on tourism capacity building and awareness, as well as the establishment of partnerships created with the private industry in support of the development of these clusters.

Through the revised Limpopo Tourism Growth Strategy of 2018, the new vision was: *"A rapidly and inclusively growing tourism economy that leverages Limpopo's competitive advantages in nature, culture, and heritage, supported by innovative products and service excellence."*

Strategic objectives of the Limpopo Growth Strategy, 2018:

- Create an enabling legislative and regulatory environment for tourism planning, development and growth
- Contribute to sustainable tourism destination development
- Coordinate and support tourism transformation and capacity building in the provincial tourism sector
- Increase international and domestic tourism arrivals through marketing and branding the province as a preferred tourist destination through the Limpopo Tourism Agency (LTA)

The reviewed clusters that form the cornerstone of the TGS, 2018 are:

- (i) Family & Recreation
- (ii) Special Interest
- (iii) Sport & Wildlife
- (iv) Culture & Heritage
- (v) Safari & Hunting
- (vi) Business Events

4. SCOPE OF WORK

The Department will enter into a service level agreement with a service provider to undertake a Review of the Limpopo Tourism Growth Strategy which shall include the following tasks:

- (a) Conduct a situational analysis of the state of tourism in the Limpopo Province which should include, but not be limited to, estimated number of people employed in the sector, number of tourism businesses, number of beds
- (b) Assess and review all national tourism sector policies and strategies applicable to the province, including but not limited to, the Revised National Tourism Sector Strategy (NTSS), the Rural Tourism Strategy, the Cultural and Heritage Strategy, the Tourism

Infrastructure and Investment Plan, the Domestic Tourism Growth Strategy, the Tourism Sector Recovery Plan, the Tourism Sector Master Plan

- (c) Identify gaps and opportunities with emphasis on assessing the six clusters that formed the foundation of the strategy
- (d) Develop a revised strategic framework that will support the growing demand and supply expectations of the tourism sector in the Limpopo Province
- (e) Identify key challenges that hinder tourism growth in the province
- (f) Identify opportunities to guide the province to grow, develop and diversify the provincial tourism sector, and strengthen its economic position and competitiveness as a tourist destination in South Africa
- (g) Identify risks that may hinder implementation of the tourism master plan
- (h) Review the Limpopo Tourism Growth Strategy, 2018 tourism clusters to establish their relevance and applicability
- (i) Develop a Limpopo Tourism Master Plan implementation plan
- (j) Conduct stakeholder consultation sessions (either physical or virtual)
- (k) Involve the client's personnel in all aspects of the project and provide hands-on training, mentorship and ensure effective skills transfer
- (l) Participate in the Project Steering Committee (PSC) to guide and oversee the successful achievement of the project deliverables.

5. METHODOLOGY

This should include the following three (3) phases:

5.1. PHASE 1

- Assess the current status of each cluster in providing the latest trends, demands, attractions, profile of tourists/visitors and projected spending and investment patterns within each cluster, including an analysis of the success of the current strategy.
- Map all the main tourism nodes in the province, as well as the focus areas of each cluster within the provincial context.
- Identify the current attractions and/or growth points within each cluster.
- Identify other potential cluster formations and describe these clusters accordingly.
- Identify potential tourist routes within and across the identified clusters that could enhance tourist flow and geographical spread within the province and across provincial and national borders.
- Identify new potential tourism growth areas in the province with specific emphasis on new areas that will enhance growth in the domestic market. This should be done on the basis of an analysis of domestic tourist trends, demands and expectations.
- Develop and recommend a bench-marking value chain for each cluster and route.
- Identify and make recommendations on inclusive participation to promote transformation in the sector.

5.2 PHASE 2

- Identify issues, sectoral priorities as well as activities that the department, and other relevant agencies, including local government, and private sector should be engaged in and implement to achieve the implementation of the revised tourism master plan.
- Identify the infrastructure needs/gaps within the clusters that require specific interventions to enable tourism growth.
- Organize and conduct consultations, meetings, focus group discussions, and interviews with various stakeholders in the tourism industry, as well as allied sectors, including local government and community structures, women and youth groups and persons with disabilities to elicit inputs, ideas, opinions and recommendations on the revision of the strategy.
- Identify a methodology to deal with the province's low tourism season.

5.3 PHASE 3

- Collate, analyze, consolidate and prepare reports on all the consultations, meetings, interviews and data gathered throughout the revision process.
- Incorporate inputs from consultative meetings into the Phase 1 and Phase 2 findings.
- Prepare an action plan or roadmap on the various components of the revised growth strategy, including but not limited to, local tourism planning and product development, marketing and promotions, standards and accreditation, capacity building, tourism investments, infrastructure, transportation, environment, culture, gender, and poverty reduction.
- Presentation of the draft report to the Project Steering Committee (PSC).
- Develop final report for submission.
- Produce revised Limpopo Tourism Master Plan 2025-2030.

6. DELIVERABLES AND TIMELINES

The project timeline is estimated at 8 months. The following deliverables and timelines for reporting are therefore outlined as follows:

A detailed implementation plan that will address the scope of work as outlined in Section 4	Within 14 days of receiving notice of appointment
Signing of a service level agreement with the department based on an agreed implementation plan	30 th June 2025
Report and PowerPoint presentation on Phase 1 deliverables	12 th September 2025
Report and PowerPoint presentation on Phase 2 deliverables.	12 th December 2025




Report and PowerPoint presentation on Phase 3 deliverables.	30 th January 2026
Final narrative report and PowerPoint presentation with recommendations.	27 th February 2026
Limpopo Tourism Master Plan 2025-2030 and Implementation Plan produced.	31 st March 2026



7. FUNCTIONAL COMPETENCIES

- Excellent knowledge related to the tourism sector.
- Sound understanding of global, regional, national and provincial tourism and economic dynamics and trends.
- Knowledge of wildlife tourism, ecotourism, culture tourism.
- Familiarity with heritage-related aspects will be considered as a strong asset.
- Experience in economic planning, modeling and projection on local and provincial level will be an added advantage.
- Experience in the preparation of tourism strategies, framework or roadmaps.
- Excellent knowledge and experience related to presentation design development and delivering to a diverse variety of stakeholders.
- Excellent communication and analytical skills.
- Competent technical experts within the team that deal with strategy development and implementation.
- Proven record in the following areas: tourism planning, strategy development and implementation, marketing, product development, standards setting, governance, environmental- and/or cultural aspects.

GUIDELINE OF THE CURRENT SIX TOURISM CLUSTERS

LIMPOPO TOURISM CLUSTERS	SHORT DESCRIPTION
Family and Recreation Cluster 	<p>Family resorts (private game reserves, provincial nature reserves, entertainment parks that cater for tourists). This cluster caters for family groups seeking to break away for holidays, travelling to attend social gatherings e.g. weddings and funerals. Recreational offerings should therefore cater for all in the family group. Tourism leisure resorts and camping facilities that cater for large and small groups are utilized mainly by this market.</p>

LIMPOPO TOURISM CLUSTERS	SHORT DESCRIPTION
<p>Special Interest Cluster</p> 	<p>Adventure tourism activities (birding, cultural tours, special interest routes, adventure tours, cultural and heritage sites, etc.)</p> <p>The special interest cluster represents key product offerings that are growing e.g. birding tourism, adventure tourism, angling tourism, medical tourism, religious tourism and geo-tourism. This cluster assists in monitoring trends in certain niche markets and identifying potential gaps in the market that have potential for further development.</p>
<p>Culture & Heritage Cluster</p> 	<p>Focus on the three UNESCO Biosphere reserves namely: the Waterberg Biosphere Reserve, Vhembe Biosphere Reserve and Kruger to Canyon Biosphere Reserve; the two Transfrontier conservation areas (Greater Limpopo TFCA and Mapungubwe TFCA); Two World Heritage Sites (Makapan and Mapungubwe) and three National Parks (Mapungubwe NP; Kruger National Park and Marakele NP). Limpopo's rural landscape presents unique opportunities to showcase its diverse cultural and heritage offerings. Tourist demand for authentic cultural experiences linked with wildlife offerings is growing. This cluster also provides an opportunity for Limpopo to leverage from its World Heritage Sites that were declared mainly due to its unique cultural landscapes, historical origins and linkages into southern Africa.</p>
<p>Safari and Hunting Cluster</p> 	<p>Acknowledge the contribution of hunting as one of the resource utilization methods that also enhances tourism growth. It further has the potential to support the transformation of the game industry, enhancing and re-positioning the hunting industry as a key economic driver.</p> <p>The safari and hunting cluster was identified in acknowledgement that the hunting industry is one of the economic drivers in Limpopo that contributes to tourism growth. It furthermore plays an important role in the conservation and sustainable utilization of wildlife, as well as providing a number of opportunities towards transforming the game industry. The expansion of this market in relation to other forms of tourism are the main focus.</p>

LIMPOPO TOURISM CLUSTERS	SHORT DESCRIPTION
Sport & Wildlife Cluster 	<p>Offering unique tourism experiences where sport and wildlife are combined.</p> <p>The province boasts five high class golf estates.</p> <p>Sport tourism is one of the growing tourism sectors, and to leverage from this trend, the sport and wildlife cluster focuses on unique sporting opportunities closely linked with wildlife and wilderness settings. This will include, for example, warrior races, trail running, mountain biking, cycling, etc.</p>
Business Events Cluster 	<p>Focus on Polokwane as a business hub, infrastructure to host sporting events, airport and shopping. Also includes mass tourism events e.g. the Marula Festival, Mapungubwe, and other smaller district festivals. Religious tourism events like the annual pilgrimage - Moria (church event) contribute to the expansion of this cluster.</p> <p>The business and events cluster has been identified to refocus Limpopo as a business and events destination catering for mainly medium to small conferences, meetings and exhibitions. Incentive travel, in particular, has been identified as a potential market Limpopo can leverage from.</p> <p>This cluster furthermore illustrates the opportunity to expand the domestic market through offering short breakaways to events like local food and wine festivals, flower, fruit, music and cultural festivals unique to Limpopo.</p>

8. BID EVALUATION CRITERIA

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

The bids will be evaluated on three phases:

Phase 1: Administrative or Pre-check Compliance

Phase 2: Functionality Criteria

Phase 3: Price and Specific Goals

8.1. Phase 1 – Administrative / Pre-check Compliance:

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

- a) All the conditions of RFQ; and
- b) Submitted all mandatory required documentations;

8.1.2 The administrative bidding requirements mentioned below must be complied with and required documents must be attached before consideration for further evaluation.

8.1.3 Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax compliance status	Tax registered Successful appointment depends on Tax complaint status.
Business registration	Entity must be in business (i.e. active status)
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

Criteria	Requirement	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Bidder's Disclosure – SBD 4	YES	Must be fully completed and submitted with the RFQ by the closing date and time. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3 of SBD 4)
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the RFQ by the closing date and time. (Bidders must fully complete Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)

8.2 Phase 2: Functionality Evaluation Criteria

8.2.1 Technical Requirements (i.e. Functional Specifications, skills and experience, references and resources):

This evaluation will be based on the responses provided in the Bidders RFQ documents, using the functionality requirements in the TERMS OF REFERENCE section. The bidders must score a minimum of 70 % in order to be evaluated further for price and preference points and all bidders who score below these points will be eliminated.

No.	Technical / Functional Criteria	Weights
1.	<p>Scope, Methodology and Deliverables:</p> <p>Service Providers must demonstrate an understanding of the project scope, methodology to be employed and information provided in the bid document (relevance and accuracy) as per the scope of work. Furthermore, the service provider must develop and submit a detailed project plan in accordance with different phases of the project, with the quotation. Submission must include a table of content and must be indexed.</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 35 points = Bidder submitted detailed project proposal with clear action plan and demonstrates an extensive understanding of project requirements. • 20 points = Bidder's project proposal demonstrates limited understanding project requirements. • 10 points = Bidder's project proposal demonstrates poor understanding project requirements • 0 points = No submission of the project plan; 	35
2.	<p>Company Track record on Tourism Strategy Development:</p> <p>Relevance of the company's core business to the scope of the bid (the portfolio of services of the bidder).</p> <p>Bidders are required to attach to their RFQ response, reference letter/s from previous clients where any tourism-related events, activities and strategy development services were rendered in the last 8 years.</p> <p>Bidders must make sure that each reference letter entails the following but is not limited to:</p> <ul style="list-style-type: none"> • The letter head of the company providing the reference letter/s; • The contact details of the company providing the reference letter/s, • The signature of the recipient/client of the services; 	25

No.	Technical / Functional Criteria	Weights
	<ul style="list-style-type: none"> A brief description of the project/s (fully completed projects) inclusive of the contract duration / period completed by the service provider. <p><u>NB:</u></p> <p>➤ <i>Reference letters received without any of the above will not be considered.</i></p> <p>Points allocation:</p> <ul style="list-style-type: none"> 25 points = 4 or more projects completed 15 points = 2 – 3 projects completed 5 points = 1 project completed 0 points = No submission of reference letter/s <p><i>NB: Reference letters indicating experience that is not relevant to above requirement will not be considered and will be allocated <u>0</u> point.</i></p>	
3.	<p>Key Personnel Competence and Skills:</p> <ul style="list-style-type: none"> Service providers must provide profile i.e. Curriculum Vitae (CV) of key personnel to provide services for the project that are knowledgeable and have experience in the tourism sector. Certified copies of qualifications to be attached. <p><i>NB: Please ensure that profiles of the following key resources form part of the submission:</i></p> <ul style="list-style-type: none"> Project Manager/Team Leader Project Team Members / Experts / Specialist(s) <p>The above key personnel must be supported by other project team members to ensure timely completion of project activities.</p> <p><u>3.1 Team Leader Experience (10 points)</u></p> <p>Number of years of relevant experience:</p> <ul style="list-style-type: none"> 5 years & above = 10 points 3 to 5 years = 6 points 1 to 3 years = 2 points 	30

No.	Technical / Functional Criteria	Weights
	<ul style="list-style-type: none"> Below 1 year experience = 0 points <p>3.2 Academic Qualifications of Team Leader – Points allocation (5 points)</p> <ul style="list-style-type: none"> 5 points = Bachelor's Degree or Honours in Tourism Management/ Eco Tourism Management/ Travel Management 2 points = National Certificate or Diploma in Tourism Management/ Eco Tourism Management/ Travel Management/Business Management/ Marketing and Communications 0 points = No Qualification or No submission <p>3.2 Project Team Members/Experts (10 points)</p> <p>General professional experience and competencies of the team members to be deployed:</p> <ul style="list-style-type: none"> Key team members shall have relevant qualifications and experience in their area of expertise. Experience working with multi-disciplinary teams of experts and coordinating with stakeholders in the public and private sectors. A good working knowledge of international best practices in tourism. <p>Number of years of relevant experience:</p> <ul style="list-style-type: none"> 5 years & above = 10 points 3 to 5 years = 6 points 1 to 3 years = 2 points Below 1 year experience = 0 points <p>Academic Qualifications of Project Team Members/Experts – Points allocation (5 points):</p>	

No.	Technical / Functional Criteria	Weights
	<ul style="list-style-type: none"> ▪ 5 points = Bachelor's Degree or Honours in Tourism Management/ Eco Tourism Management/ Travel Management ▪ 2 points = National Certificate or Diploma in Tourism Management/ Eco Tourism Management/ Travel Management/Business Management/ Marketing and Communications ▪ 0 points = No Qualification or No submission 	
4.	<p>Skills Transfer:</p> <p>Service Providers must provide a skills training & mentoring implementation plan to transfer skills to identified departmental personnel, which must be implemented throughout the project duration.</p> <p>Points allocation:</p> <ul style="list-style-type: none"> • 10 points = Bidder submitted detailed skills transfer plan with clear action plan. • 5 points = Bidder's project proposal demonstrates limited understanding of the skills transfer plan. • 3 points = Bidder's project proposal demonstrates poor understanding of the skills transfer plan. • 0 points = No submission of the skills transfer plan; 	10
	TOTAL	100
	Achievement of a minimum of 70 points is required for bidders to be considered for the next evaluation phase.	

8.3 Phase 3: Price and Preferential Point Scoring System

8.3.1 80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included))]

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

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

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

8.3.2 Preferential Points for Specific Contract Participation Goals:

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
	HDI'S		
1	Black People	7	CSD report and/or copy of company CIPC registration certificate
2	Women	4	CSD report
3	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1	Youth	3	CSD report
2	Micro, Small and Medium Enterprises (MSMEs)	3	Certified copy of valid UIF registration providing number of company's employees.
3	Enterprises located in Limpopo Province	1	Municipal account <u>or</u> Local Authority Letter for confirmation of Local

		Address (<i>not older than 3 months</i>) or Lease Agreement
TOTAL	20	

NB: Award of points for HDI's will be based on the CSD Report uploaded by Service Provider upon submission of RFQ.

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

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

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

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

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

8.4 Definitions

"Historically Disadvantaged Individuals" means a South African citizen –

- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("the Interim Constitution"); and/or
- (2) Who is a female; and/or
- (3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.

“Black People” is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.

“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

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

“Micro, Small, or Medium Enterprises (MSMEs)” bears the same meaning assigned to this expression in the National Small Enterprise Amendment Act 21 of 2024

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

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

“Lowest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

“Highest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.

“Cooperatives” means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005).

“Tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity

9. RFQ AWARD AND CONTRACT CONDITIONS

- 9.1 Any RFQ /proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 9.2 Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 9.3 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 9.4 LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 9.5 LEDET reserves the right to award the bid to a bidder who did not score the highest points.
- 9.6 LEDET may, prior to the awarding of an application, cancel or abandon the process:
- a) Due to changed circumstance, there is no longer a need for the services tendered for;
 - b) If funds are no longer available to cover the total envisaged expenditure;
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process
- 9.7 No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 9.8 LEDET reserves the right to communicate with the shortlisted bidders as and when necessary.
- 9.9 The contract period will be from the commencement date of the contract.
- 9.10 LEDET is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 9.11 LEDET reserves the right to award the bid to one or more service providers, wholly or in part or not to award.

- 9.12 The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 9.13 The contract shall be concluded between LEDET and the successful service provider(s).
- 9.14 The contract period will be in terms of the acceptance letter.
- 9.15 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury e-Tender Portal.
- 9.16 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 9.17 Only those bidders who have the necessary experience and skills are eligible to submit bids.
- 9.18 LEDET will check with National Treasury's database prior to awarding to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- 9.19 The bidder or any of its directors has not:
- a) Listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the state.
 - b) Abused the employers supply chain management system
 - c) Failed to perform on any previous contract and has been given a written notice in this effect.
 - d) All information and details must be legible/ readable.
- 9.20 If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.
- 9.21 Each communication between the Department and a Bidder shall be to or from the Department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Department shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Department are stated.

- 9.22 Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
- 9.23 LEDET may accept or reject any variation, deviation, bid offer or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The Department shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

10. CONTRACT MANAGEMENT

The Project Steering Committee will monitor the implementation of the project and adjudicate over reports and see if they meet the required standards and provide direction at any required time. The successful Bidder will be expected to appoint/nominate a Project Manager. The Project Manager shall take responsibility for service delivery and will be the contact person between LEDET and the company.

11. PRICES

- a) All services pricing should be inclusive of all taxes and payment shall be made in South African Rand;
- b) The total amount should be carried out on **Annexure A**

12. NEGOTIATIONS

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

13. BRIEFING SESSION

A compulsory virtual briefing session for all prospective service providers will be held on 27 May 2025. Time: 10h00

14. ADDRESS AND DEADLINE FOR SUBMISSION OF RFQ REPONSES

Bid response documents may be deposited in the quotation box (Blue Box) situated at 19 Biccard street, polokwane on or before 10 JUNE 2025.

15. PAYMENT TERMS

Payments shall be done in accordance with the Public Finance Management Act, treasury regulations and all other related and applicable acts. LEDET undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

16. COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

LEDET will be entitled to all copyright, patent and other proprietary rights and trademarks with regards to the products, information, documents and other materials which bear a direct relation to or are produced or prepared or collected in the course of the execution of the project.

17. CONFIDENTIALITY

- a) Bids submitted will not be revealed to any other Bidders and will be treated as contractually binding
- b) All information pertaining to LEDET obtained by the Bidder as a result of participation in this Request for Bid is confidential and must not be disclosed without written authorization from LEDET; and
- c) The successful Bidder will be expected to sign a service level agreement with the LEDET.

18. VALIDITY PERIOD

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

19. CONTRACT DURATION

The appointment of the successful bidder will be subject to the signing of a contract / service level agreement. The service provider will commence on the date stipulated in the Award letter that will be issued by Department of Economic Development, Environment & Tourism and the contract will be applicable until 31 March 2026.

20. TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Ms. Seema Harmse

Tel: (015) 293 8554

Cell: 079 341 0018

Email: HarmseS@ledet.gov.za

ANNEXURE: A

Pricing Schedule:

DESCRIPTION	TOTAL PRICE (VAT INCLUSIVE)
Review of the Limpopo Tourism Growth Strategy (TGS) 2018 to develop the Limpopo Tourism Master Plan 2025-2030	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, (name)..... 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 not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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

SBD4

Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **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

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS			
HDI'S			
1	Black People	4	
2	Women	3	
3	Persons with Disability	2	
SPECIFIC GOALS			
1	Youth	2	
2	Small, Medium and Micro Enterprises (SMMEs)	2	
3	Co-operatives	2	
4	Enterprise Located in Limpopo Province	3	
5	Military Veterans	2	
TOTAL		20	

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

	PREFERENTIAL GOALS	MEANS OF VERIFICATION
	HDI'S	
1	Black People	CSD report or certified copy of company CIPC registration certificate

2	Women	CSD report or certified copy of company CIPC registration certificate
3	Persons with Disability	Original or certified copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS	
1	Youth	CSD report or certified copy of company CIPC registration certificate
2	Small, Medium and Micro Enterprises (SMMEs)	Certified copy of valid UIF registration, providing number of company's employees
3	Co-operatives	CSD report or certified copy of company CIPC registration certificate
4	Enterprise Located in Limpopo Province	Recent Municipal account or Local Authority Letter for confirmation of Local Address (not older than 3 months) or Lease Agreement not less than six (6) months
5	Military Veterans	Certified copy of Military Veteran certificate issued by the Department of Military Veterans (DMV)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
Signature Date

.....
Position Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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