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Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300  
Enquiries: Ms PP Nhlapo Telephone (051) 4004200 Fax: (086) 621 2283

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YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT:

**ADVERT DATE: 17 March 2026**

**BID NO : DLRRD-SPLUM-DRONES-07 (2025/2026)**

**COMPULSORY BRIEFING SESSION: N/A**

**CLOSING DATE : 08-APRIL-2026**

**TIME: N/A**

**TIME: 11:00 am**

**APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE-OFF SERVICE.**

**BID PROPOSAL RECEIVED AFTER CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.**

**N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- [www.csd.gov.za](http://www.csd.gov.za)**

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Kindly furnish us with proposal for services shown on the attached documents.

1. Attached please find the SBD1, SBD 3.1, SBD 4, SBD 6.1, Terms of reference (ToR), and GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your quotation price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this quotation invitation must be completed in detail where applicable and returned with your quotation.
4. Please make sure that your quotation reaches this office before the closing time, Please note no separate quotation will be accepted, pricing should on the attached pricing schedule (S.B.D 3.3)
5. When submitting your quotation, the following information must appear on the sealed envelope:-
  - (i) Name and address of bidder.
  - (ii) Bid Number
  - (iii) Closing Date.

hand delivered, place the afore-mentioned envelope in a covering envelope should addressed as follows:-

**Land Reform AND Rural Development, Bloemfontein Office: 136 SA Eagle Building, Charlotte Maxeke Street, Bloemfontein, Tender Box, Ground Floor**

Yours faithfully,

**SIGNED**

-----  
**MR.C MAMPA**  
**DEPUTY DIRECTOR: SCM**  
**FREE STATE PROVINCIAL SHARED SERVICE CENTRE**  
**DATE: 17/03/2026**

**SBD1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>DLRRD-SPLUM-DRONES-07 (2025/2026)</b>	CLOSING DATE:	<b>08/04/2026</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE-OFF SERVICE.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
136 SA EAGLE BUILDING					
CHARLOTTE MAXEKE STREET					
BLOEMFONTEIN					
GROUND FLOOR					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>MS. PALESA NHLAPO</b>	CONTACT PERSON	<b>MR. ANDRE ERASMUS</b>		
TELEPHONE NUMBER	<b>051 400 4200/0734336144</b>	TELEPHONE NUMBER	<b>071 676 9416</b>		
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>		
E-MAIL ADDRESS	<a href="mailto:palesa.nhlapo@dlrrd.gov.za">palesa.nhlapo@dlrrd.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Andre.Erasmus@dlrrd.gov.za">Andre.Erasmus@dlrrd.gov.za</a>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					

**SBD1**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## DLRRD-SPLUM-DRONES-07 (2025/2026)

**APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE-OFF SERVICE**

### PRICING SCHEDULE

(Goods & Services: Supply and delivery) Firm prices

NAME OF BIDDER: .....	BID NO.: DLRRD-SPLUM-DRONES-07 (2025/2026)
CLOSING DATE: 08-April-2026	TIME: 11H00

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

**TOTAL BID PRICE (INCLUSIVE OF VAT)**

R.....

EXPECTED DELIVERABLE IN LINE WITH SPECIFICATION AND TERMS OF REFERENCE.

ITEMS	QUANTITY	UNIT PRICE	TOTAL COST
Two Weather-Resistant UAS / drones according to the specifications listed in sections 9.1 & 9.2			
Mobile Repeater Stations & Hardware according to the specifications listed in sections 9.3	2	R.....	R.....
Software & Licensing according to the specifications listed in sections 9.1 & 9.3			
Training & Handover			
<b>VAT</b>		R.....	R.....
<b>TOTAL PRICE</b>		R.....	R.....

Bid Initials .....  
 Bid's Signature.....  
 Date:.....

Name of Bidder: .....

**APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE-OFF SERVICE**

**NB: All unit cost must be inclusive of hidden costs**

Any enquiries regarding bidding procedures may be directed to the –  
 LAND REFORM AND RURAL DEVELOPMENT  
 PRIVATE BAG X 20803  
 BLOEMFONTEIN  
 9300

Query	Name	Contact Details
Technical	Mr. André Erasmus	(071) 676 9416  <a href="mailto:andre.erasmus@dlrrd.gov.za">andre.erasmus@dlrrd.gov.za</a>
Bid related	Ms PALESA NHLAPO  OR  Mr GLADMAN MATSHE	(051) 400 4200  073 433 6144  <a href="mailto:palesa.nhlapo@dlrrdr.gov.za">palesa.nhlapo@dlrrdr.gov.za</a>  <a href="mailto:galdman.matshe@dlrrd.gov.za">galdman.matshe@dlrrd.gov.za</a>

Bid Initials .....  
 Bid's Signature.....  
 Date:.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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**

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**1. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## 2. GENERAL CONDITIONS

2.1 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

### 2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.

2.3 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.

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.**

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

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 points is allocated for price on the following basis:

## 80/20

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

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 the table in paragraph 2.12 above 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.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: .....%
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. 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]

6.4. 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....



Enquiries: AJ Erasmus

**APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE-OFF SERVICE**

**1. INTRODUCTION**

- 1.1. The Department of Land Reform and Rural Development (DLRRD) requires the services of a firm or a consortium of suitably qualified firms to supply two (2) weather-resistant multi-rotor drones equipped with thermal imaging, RGB (visual) cameras, LiDAR, and 4K video capabilities.
- 1.2. The acquisition is to assist the Department in obtaining Unmanned Aircraft Systems (UAS) capable of operating in regions where temperatures routinely exceed 45°C and sudden rainfall is common.
- 1.3. The project requires a Service Provider to supply hardware, including mobile repeater stations, to extend the operational range and maintain reliable communication.
- 1.4. The company must have a substantial history of selling UAS / drone technology with the capability to service the UAS / drone type and provide support as required.

**2. PROBLEM STATEMENT**

- 2.1. The Department operates in regions where environmental conditions are harsh. Temperatures routinely exceed 45°C, and sudden rainfall is a common occurrence.
- 2.2. Traditional off-the-shelf drone solutions often overheat, malfunction in high humidity, or fail to operate reliably under these inclement weather conditions.
- 2.3. Current limitations in communication systems result in insufficient range, particularly in remote areas or where the line-of-sight is obstructed, hindering critical missions such as infrastructure inspection, security monitoring, and search and rescue.
- 2.4. There is a critical need to substitute manned inspections in dangerous or extreme conditions to reduce risks to human personnel.

# **APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE OFF SERVICE**

## **3. PURPOSE AND OBJECTIVE OF THE PROJECT**

- 3.1. Main Objective: To acquire drones that provide reliable performance in harsh climates, ensuring minimal downtime and consistent data collection.
- 3.2. Specific Objectives:
  - 3.2.1. Enhance Operational Capability: Deploy equipment built to withstand temperatures above 45°C and offer rain resistance (IP-rated enclosures).
  - 3.2.2. Improve Data Quality: Utilise thermal, RGB, and 4K video feeds for thorough inspections and precise surveillance.
  - 3.2.3. Extend Operational Range: Utilise repeater stations to maintain secure, high-bandwidth communication over larger areas and minimise line-of-sight issues.
  - 3.2.4. Safety: Enable faster response times and real-time data sharing while keeping personnel out of dangerous areas.

## **4. PROJECT OUTCOMES AND SCOPE**

- 4.1. The purchase of weather-resistant UAS equipment and repeater stations will enable the Department to support operational requirements for imagery and surveillance in difficult environments.
- 4.2. Project Proposed Solution:
  - 4.2.1. Hardware: Supply of two (2) multi-rotor drones rated for harsh weather and mobile repeater stations.
  - 4.2.2. Software: Provision of flight planning, ground control station software, and data analytics / mapping integration.
  - 4.2.3. Support: On-site installation of repeater stations, user training for pilots / analysts support (SLA).

## **5. PROJECT DELIVERABLES**

- 5.1. Two (2) Weather-Resistant Multi-Rotor UAS / drones according to the specifications listed in section 9.2.
  - Note: These drones must be capable of operating in temperatures >45°C and possess rain resistance.
- 5.2. Payloads for the UAS / drones in 5.1 that include Thermal, RGB, and 4K video capabilities as listed in section 9.1.
- 5.3. Mobile Repeater Stations to extend range and ensure secure transmission as listed in section 9.3.
- 5.4. In accordance with the Civil Aviation Regulations, the UAS / drone must be SACAA compliant.
- 5.5. Training for pilots and data analysts on drone operation, safety protocols, and data management.

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**6. SKILLS REQUIREMENTS**

- 6.1. Companies or companies supported by suppliers with individuals with qualifications and extensive experience will be required in the fields of geomatics, remote sensing and supplying of advanced positioning solutions.
- 6.2. A complete company profile, or in the case where the support service is provided by the supplier, their company profile must be submitted and the following may be part of the profile to be included:
  - 6.2.1. Organisational charts showing technical divisions.
  - 6.2.2. Proof of technician qualifications or certifications.
  - 6.2.3. Evidence of local service facilities.
  - 6.2.4. Reference letters or contract summaries for similar supply projects. Companies with individuals with qualifications and extensive experience in geomatics, remote sensing, and the supply of advanced positioning solutions.
- 6.3. Proven company experience and a thorough understanding of:
  - 6.3.1. Unmanned Aircraft Systems (UAS) operating in harsh weather environments.
  - 6.3.2. Mobile Repeater Station setup and configuration.
  - 6.3.3. Computer hardware associated with thermal and 4K imagery processing.

**7. PROJECT PHASES, DURATION AND COST**

- 7.1. The delivery of all items should be completed within 5 months from the time of appointment.
- 7.2. Payment Schedule and Project Phases:

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**TABLE 1: PAYMENT SCHEDULE AND PROJECT PHASES**

**\*Items must be delivered as available**

ITEMS	EXPECTED DELIVERABLES	SUBMISSION / OUTPUT
<b>ITEM 1:</b> Two (2) Weather-Resistant UAS / drones according to the specifications listed in <b>sections 9.1 &amp; 9.2</b>	Deliver as per specifications listed in <b>sections 9.1 &amp; 9.2</b>	2 UAS / drones (with standard payload)
<b>ITEM 2:</b> Mobile Repeater Stations & Hardware	Deliver repeater stations and hardware accessories (Cases, Cables, batteries, etc.) as per <b>section 9.3</b>	2 HDMI Cables, 2 flash card readers, flash memory cards, 12 Volt chargers, minimum 8 batteries, Compatible chargers, drone spotlight; drone speaker; 4G cellular connectivity, third party tethered system, 2 Repeater stations
<b>ITEM 3:</b> Software & Licensing	Flight planning, data analytics, and cloud storage solutions as indicated in <b>sections 9.1 &amp; 9.3</b>	Perpetual Software Licences, 2 Brand specific to above drones or third-party software
<b>ITEM 4:</b> Training & Handover	Completion of pilot training, on-site installation, and SOP drafting	Training and Handover

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**8. MANDATORY REQUIREMENTS**

**NB: Failure to submit / attach proof / comply with any of the following requirements in the bidder's proposal will render the service provider non-responsive, and the bid will be disqualified as they have failed to meet or comply with the following mandatory requirements.**

- 8.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate / Compliance Tax Status Pin, Central Supplier Database Number, where consortium / joint ventures / sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 8.2. Company resolution on a company letterhead authorising a particular person to sign the bid document (even if the company owner is a sole owner, a resolution should be completed and signed), the signature of the person authorised or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution.
- 8.3. Bidders are required to fill in the Pricing Schedule (SBD 3.1- for Firm Prices) in terms of the required items as stated. All items in the pricing schedule should be priced for, and the total price should be indicated. Failure to price any item in the pricing schedule will render the proposal non-responsive. No separate pricing schedule will be accepted.
- 8.4. The Regulatory and Operational Requirements Checklist below must be completed in full.

Parts A to D must be completed for the UAS category required under this Terms of Reference.

All documentary proof specified in the checklist must be attached and clearly labelled.

- Each supporting document must clearly identify the make and model of the UAS offered.
- Evidence must be issued by a regulatory authority or the original equipment manufacturer (OEM).
- Where documentation is obtained from a manufacturer website, the URL and date of access must appear on the document.

The drone platforms required are:

- UAS No 1 = mapping/surveying/surveillance platform (2 units)

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**Regulatory and operational requirements checklist**

**Part A: Regulatory compliance, ICASA**

The bidder must offer a UAS that complies with all applicable radio frequency and communications legislation in the Republic of South Africa.

Each UAS model offered must be covered by a valid Radio Equipment Type Approval Certificate issued by the Independent Communications Authority of South Africa (ICASA).

The bidder must attach:

- The ICASA Radio Equipment Type Approval Certificate for each UAS model offered.

Each certificate must be clearly labelled:

Part A – UAS No 1

Information per UAS	UAS Make	UAS Model	ICASA Equipment Type Approval Number	Proof attached
UAS No 1				Yes / No

**Part B: Regulatory compliance, aviation approval**

The bidder must offer a UAS recognised, approved, or accepted for operation in the Republic of South Africa, and appearing on the South African Civil Aviation Authority (SACAA) UAS Safety Assessment Register, as applicable at the time of bid submission.

The bidder must attach:

- The relevant page of the SACAA UAS Safety Assessment Register indicating the applicable SSA Acceptance Number.

The SSA Acceptance Number must be clearly identifiable.

Reference register:

<https://www.caa.co.za/industry-information/airworthiness/> under UAS Safety Assessment Register

Each document must be labelled:

Part B – UAS No 1

Information per UAS	UAS Make	UAS Model	SSA Acceptance Number	Proof attached
UAS No 1				Yes / No

**Part C: Authorised supply and post-purchase support**

The bidder must source and supply the offered UAS through an authorised dealer or distributor recognised by the Original Equipment Manufacturer (OEM).

This requirement ensures:

- Valid manufacturer warranty
- Access to firmware updates

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- Maintenance support
- Availability of spare parts
- Post-purchase technical support within South Africa

The bidder must attach documentary proof issued by the OEM or hosted on the OEM website confirming the bidder's authorised supplier or distributor status.

Acceptable evidence may include:

- OEM authorised reseller certificate or
- OEM distributor confirmation letter or
- OEM website listing confirming authorised reseller status

Each document must be labelled:

Part C – UAS No 1

Information per UAS	UAS Make	UAS Model	Proof attached
UAS No 1			Yes / No

**Part D: Operational temperature tolerance for mapping and surveillance missions**

The bidder must offer a UAS (including controller) suitable for mapping and surveillance operations that is designed, rated, and warranted by the OEM to operate at ambient temperatures exceeding 45°C, and which has a Maximum Take-Off Weight (MTOW) of less than 16 kg.

The bidder must attach manufacturer-issued specifications confirming:

- Maximum operating temperature
- Maximum Take-Off Weight (MTOW)

Acceptable documentation includes:

- Official manufacturer specification sheets or
- Manufacturer technical documentation or
- OEM website specifications

Each document must be labelled:

Part D – UAS No 1

Information per UAS	UAS Make	UAS Model	Proof attached
UAS No 1			Yes / No

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**9. SPECIFICATIONS**

The drones supplied must meet the following minimum specifications as listed in sections 9.1, 9.2 and quantities in sections 9.3 and 9.4.

**9.1. Payload Specification and Proprietary Software Minimum Required**

**9.1.1. 2 x Payload with a wide and telephoto lens Enterprise Multirotor Platform**

- **Camera Array:**
  - Wide-angle: 48 MP, 1/1.3" CMOS sensor.
  - Telephoto: 40 MP, 1/1.8" CMOS (Optical zoom).
  - All lenses include optical defogging capability.
- **Laser Rangefinder:** Integrated, effective up to 3,000 m.
- **Thermal Variant (optional):** 640 × 512 resolution, 12 µm pixel pitch, with spot and area measurement plus infrared illumination.
- **Video:** 4K video capabilities for high-clarity infrastructure assessment.

**9.1.2. 2 x Payload with a wide, telephoto and thermal lens Enterprise Multirotor Platform**

- **Thermal Imaging Payload:**
  - 640 × 512 native resolution (1280 x 1024 Super Resolution).
  - At least 12 µm pixel pitch.
  - Supports spot temperature measurement, area measurement, and infrared illumination for enhanced low-light / thermal visibility.
- **Thermal Temp Range**
  - High Gain: -20° to 150° C
  - Low Gain: 0° to 600° C

**9.1.3. 1 x Payload with a LiDAR lens for Enterprise Multirotor Platform**

- **LiDAR Type:**
  - Long-Range (1535 nm).
- **Returns:**
  - Up to 16 returns per pulse.
- **Pulse Rate:**
  - Up to 2,000,000 pulses per second (pps).
- **Detection Range:**
  - Up to 950 meters.
- **Spot Size**
  - Φ 41mm @ 120m.
- **Camera System:**
  - Dual 100 MP RGB Mapping Cameras. Captures high-resolution imagery concurrently for colorising the point cloud and generating photogrammetry models.
- **Accuracy:**
  - Vertical accuracy better than 3 cm at 120m altitude.

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For the processing and analysis software, it should be a perpetual licence for a minimum of 3 years, with 2 licences for each distinct software utilisation as indicated.

## 9.1.4. Warranty, Support, and Lifecycle Requirements

The successful bidder must provide manufacturer-backed warranty and lifecycle support for all equipment supplied.

The following minimum support requirements apply:

### 9.1.4.1. Warranty

All UAS platforms, sensors, controllers, and accessories must carry a minimum manufacturer warranty of 12 months from date of delivery.

### 9.1.4.2. Firmware and Software Support

The bidder must ensure continued access to:

- firmware updates,
- security updates,
- system compatibility updates.

### 9.1.4.3. Spare Parts Availability

The bidder must confirm that spare parts, batteries, and critical consumables will remain available for a minimum period of three (3) years from date of delivery.

### 9.1.4.4. Local Technical Support

The bidder must provide access to technical support within South Africa, either directly or through an authorised OEM partner.

### 9.1.4.5. Repair and Maintenance Capability

The bidder must indicate the location of authorised repair facilities available to support the equipment supplied.

## 9.2. Detailed UAS Information (2 UAS / drones)

### 9.2.1. Unmanned Aircraft System (UAS), also known as a Drone, Specifications

- Must be enterprise class with RTK capabilities.
- Flight Endurance: Above 52 minutes.
- **Ingress Protection: IP55 rating, with anti-ice, low-noise propeller system for operation in adverse environments.**
- Obstacle Detection: Omnidirectional Vision System with Horizontal Rotating LiDAR; Upper LiDAR and Downward 3D IR Sensor with Six-direction mmWave Radar.
- Communications: Range of ~20 km standard, extendable to ~40 km; supports airborne relay between multiple aircraft.
- **Operating temperature: <-10 °C to >+45 °C, with self-heating batteries.**
- Must have mission planning software from the same manufacturer as the UAS / drone

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- An enterprise-type remote controller with a touchscreen that is at least 1400-nit. IP54 protection rating and can operate in temperatures ranging from -20° to 50 ° C. Equipped with O4 Enterprise Enhanced Video Transmission.
- The above remote controller must have a strap and / or bracket to attach to the pilot holding the remote controller during operation / mission.
- The remote controller must have a battery capacity of at least 6500mAh.
- The remote controller batteries, if not included (separate batteries) should have a minimum of three (3) batteries.
- Must have a transport case that does not weigh more than 5 kg empty, but with insulation.
- The transport case must be a hard case (not aluminium), insulated and protect the UAS.
- Transport case dimensions should not exceed 800 x 380 x 540 mm and include all equipment associated with the UAS itself and have wheels.
- Take-off weight should not be more than 16 kg.
- Flight time in no-wind conditions should be more than 56 minutes
- The 2 UAS / Drone must be equipped with laser range finding of up to 3000m under normal conditions.
- Should be able to handle wind speeds up to 12 m/s during take-off / landing.
- The different UAS / drone's payloads (Wide -, Tele -, Thermal Cameras, LiDAR) should all be interchangeable between the UAS / drone.
- Accessories, propellers, and batteries should be interchangeable with each other.
- Must be able to handle 3 gimbal connectors and have screw-lock or quick-release fastening. Gimbal dampers if available and necessary for a payload should be included as extras
- Include extra data cables (included set plus 1 ekstra per drone).
- The drone should also include the necessary screws and tools as an ekstra.
- Each drone should have a cleaning kit.
- Should have external access to recorded data via external card slots
- Must be a multi-rotor with 3x complete sets of extra propellers per drone.
- **UAS / drones must already be on the SACAA UASS System Safety Assessment list.**

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## 9.3. Detailed Hardware & Accessories Specifications with quantities

*\*All software to include proprietary hardware if the requirement is other than Windows desktop or Windows laptop.*

- 2x HDMI Type A Cables. The remote controller must have a video output port, a minimum of a HDMI Type A port with a flexible cable that is HDMI to HDMI, capable of High Speed 4K 60Hz HDMI, at least 1,8 m long with no braid around the cable
- 2x product flash memory card readers (i.e. if it is a microSD Card, it should have a microSD card reader to link to any Computer / Laptop / Tablet through a USB-A / USB-C port. If a **CFexpress Type B card**, then both types should be included to be read).
- 2x UAS / drone must be quipped with a U3 / Class10 / V30 or above from its list of recommended cards with a capacity of 1x 512GB or 2x 256GB, and the remote controller with a 1x 64GB card. If it is a CF Express Type B card then 1x 2TB card. This is per payload.how many
- 2x Car / 12 Volt chargers with PPS (Programmable Power Supply) and PD (Power Delivery) protocols. USB-C output with a minimum rated 100W. Be compatible with the required UASs as described in this document.
- 2x Brand specific to the specified above drones or third-party software to be installed on each remote controller to monitor all flights and record flight data, including a 3-year perpetual licence plan.
- All the UASs must have a minimum of 4 batteries with a power station solution including backup power per UAS / drone (2 UAS / Drones = minimum 8 batteries).
- Compatible chargers for drone batteries, remote controllers and repeater station power solutions (including backup power).
- Accessories: drone spotlight; drone speaker; 4G cellular connectivity for enhanced video transmission and signal stability.
- The drone should be able to handle third party tethered lighting and communication products and should be included per drone with the ability to have a tethered battery pack and all the necessary cables and accessories associated with the tethering, this includes the complete third-party tethered power system (Ground Power Station with winch & Tether Cable) (The Ground Power Station should accept power from AC and a Generator which should form part of this.)
- The drones must be able to act as intermediary to extent signals for each other (airborne relay) and be able to utilise an external signal repeater that is ground based for signal relay.
- Drones should be able to do computing power for flight, gimbal, and camera control.

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**9.4. Final quantity check list**

Description	Units
Enterprise-type Multi-rotor UAS / drones: Operating temperature: < -10 °C to > +45 °C	2
Payload: RGB	2
Payload: Thermal	2
Payload: LiDAR	1
Top specification Enterprise-type remote controllers for each drone	2
Remote Controller external batteries	6
Transport Case: Drone / UAS	2
Transport Case: Batteries for Drone / UAS	2
Gimbal Connectors: Dual & Gimbal Dampers (set)	2
Gimbal Connectors: Triple & Gimbal Dampers (set)	1
Data Cables: Ekstra set	2
Additional Screws & Toolset	2
Cleaning Kit	2
Spare propeller pairs: 3x complete sets for each drone (2 Drones)	6
Spotlight for UAS / drone	2
Speaker for UAS / drone	2
4G cellular connectivity for enhanced video transmission and signal stability	4
HDMI Type A to HDMI Type A cable	2
Product flash memory card readers (Depending on type used, Both SD & CF Express Type B)	2
U3 / Class10 / V30 cards with a capacity of 1x 512GB or 2x 256GB per payload	4
Sequential Write Speed of 1500 MB/s or higher for LiDAR with a capacity of 2TB	1
Remote Controller cards U3 speed with a capacity of 1x 64GB card	2
Car / 12 Volt chargers with PPS and PD, minimum rated 100W	2
Extra batteries with a charging cradle of at least 100W for UAS	8
Tethered System with complete third-party tethered power system	2
External Signal Repeater that is ground based for signal relay.	2
Extra batteries for Signal Repeater	4
<b>Software:</b> Default flight application of supplied UAS	2
<b>Software:</b> All-in-one cloud-based UAS / drone operations management platform	2
<b>Software:</b> Reconstruction software for 3D models	2
<b>Software:</b> Software for the analysis and processing of thermal images	2
<b>Software:</b> Video editing app officially recommended by the manufacturer	2
<b>Brand or third-party software</b> flight data on each remote controller	2

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**10. TERMS AND CONDITIONS OF THE BID**

- 10.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.
- 10.2. The DLRRD and successful Service Provider(s) will sign a Contract Form (SBD 7.2) upon appointment. Such a contract will include the following, as contained in the General Conditions of Contract (GCC):
  - a) Period of agreement;
  - b) Project objectives and scope;
  - c) Staffing;
  - d) Project plan and project plan management;
  - e) Budget;
  - f) Cost and fee payment;
  - g) Method of communication;
  - h) Reporting relationship;
  - i) Deliverables and terms of deliverables;
  - j) Form and formats of working papers;
  - k) Reviews;
  - l) Uncompleted work;
  - m) Confidentiality;
  - n) Disputes; and
  - o) Financial penalties and termination of the contract.
- 10.3. The service provider should submit an acceptance letter and be available to commence with the project within fourteen (14) days after the award and signing of the contract.
- 10.4. During the execution of the project, the service provider is required to give reports on the progress of the project. The service provider is responsible for providing a dedicated Project Manager who will organise the progress report meetings.
- 10.5. Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DLRRD.
- 10.6. Any deviation from the project plan should be put in writing and signed by the project manager of DLRRD.
- 10.7. Once accepted by both parties, any suggestions during the progress meetings shall form part of the contract.
- 10.8. Payments will be made on a delivery basis, i.e., on set milestones as per the project plan.
- 10.9. Financial penalties will be imposed for agreed-upon milestones, targets, and deadlines not met without providing:

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- a) Timely notification of such delays.
  - b) Reasons for the delays.
  - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 10.10. Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of services rendered or for good and quality products delivered. Therefore, invoices submitted for payment must be submitted for payment with relevant supporting documents.
- 10.11. Financial penalties will be imposed if the outputs produced do not meet the agreed-upon deliverable criteria as stipulated in the GCC.
- 10.12. Original invoices to substantiate all costs must be provided. The invoices should include the Department of Rural Development and Land Reform order number that will be provided to the selected service provider upon acceptance of the proposal.
- 10.13. When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data / project, at no charge to DLRRD. This condition will apply for a period of one month from the day the project is completed and submitted to DLRRD.
- 10.14. The Department reserves the right not to appoint anyone.
- 10.15. No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DLRRD, except where duly authorised to do so in writing by the DLRRD.
- 10.16. Copyright in respect of all documents and data prepared or developed for the project by the Service Provider shall be vested in DLRRD.
- 10.17. The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.

**11. REPORTING AND ACCOUNTABILITY**

- 11.1. All team members must be available for the duration of the project, and the service provider is not allowed to change the composition without the Department's prior consent.
- 11.2. During the execution of the project, the service provider will be required to give an update on the delivery of items required and timeframes.
- 11.3. All information captured and or used to generate the outputs of the project remains the property of DLRRD and must be handed over in its totality when the project is closed. DLRRD will retain copyright and all associated intellectual rights thereof. This document

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together with all agreements to be or reached during the project, becomes part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DLRRD. This agreement must be reached and signed off together with the project plan before the project commences.

## 12. EVALUATION CRITERIA

- 12.1. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA), will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price, and a maximum of 20 points will be awarded for attaining the Historically Disadvantaged Individuals Specific Goals (HDIS).
- 12.2. This bid shall be evaluated in two stages. On the first stage, bids will be evaluated on administrative compliance or mandatory requirements, second stage in accordance with 80/20 preference points system as stipulated above.
- 12.3. **Calculation of points for price**  
The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
- 12.4. **Calculating of points for Designated groups.**

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 the table below as may be supported by proof / documentation stated in the conditions of this tender:**

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 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or any other invitation for tender, that either the 80/20 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 80/20 preference point system.

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

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

**APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE OFF SERVICE**

*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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

12.5. DLRRD reserves the right not to award the bid to any service provider(s).

**13. PROJECT MANAGEMENT WITHIN DLRRD**

13.1. This project will be facilitated by a team consisting of officials from the Department of Land Reform and Rural Development (DLRRD) and any other person/s appointed by DLRRD.

**14. PUBLICATION AND CLOSING OF BID.**

14.1. 21 calendar days' advertisement.

14.2. E-portal and the Departmental website.

14.3. **ADVERT DATE: TUESDAY, 10 MARCH 2026**

14.4. **CLOSING DATE: TUESDAY, 08-APRIL- 2026**

14.5. **TIME OF CLOSING: 11H00**

14.6. **VENUE WHERE BIDS / PROPOSALS SHOULD BE DEPOSITED:  
DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT (DLRRD)  
SA EAGLE BUILDING  
136 CHARLOTTE MAXEKE STREET  
BLOEMFONTEIN  
TENDER BOX, SITUATED ON GROUND FLOOR NEXT TO SECURITY**

**15. COMPULSORY BRIEFING SESSION INFORMATION**

**THERE WILL BE NO COMPULSORY BRIEFING SESSION.**

**16. N.B NO LATE SUBMISSIONS WILL BE ACCEPTED, ALL DOCUMENTS / PROPOSALS SHOULD BE IN THE BID BOX BY THE TIME AND DATE OF CLOSING.**

**APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT, SUPPLY AND DELIVERY OF 2 WEATHER-RESISTANT MULTI-ROTOR DRONES WITH THERMAL, RGB, 4K VIDEO CAPABILITIES AND MOBILE REPEATER STATION FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES FREE STATE PROVINCE – ONCE OFF SERVICE**

**17. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

All enquiries related to this bid call must be forwarded to:

**SPLUMS Free State**

Mr. André Erasmus

Telephone: 071 676 9416

E-mail: [andre.erasmus@dlrrd.gov.za](mailto:andre.erasmus@dlrrd.gov.za)

**SUPPLY CHAIN MANAGEMENT ENQUIRIES:**

Mr. Gladman Matshe

Telephone: (051) 400 4200; [gladman.matshe@dlrrd.gov.za](mailto:gladman.matshe@dlrrd.gov.za)

OR:

Mr. Calvin Mampa

Telephone: (051) 400 4200; [calvin.mampa@dlrrd.gov.za](mailto:calvin.mampa@dlrrd.gov.za)

**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](http://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:

- (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.