



SPECIFICATIONS ENQUIRIES	:	Mahdi Hendricks
TEL NO.	:	(021) 483 9487
BID ENQUIRIES	:	Ganeefah Abrahams
TEL NO.	:	(021) 483 8130
BID NO.	:	EDT 005-2025
CLOSING DATE	:	09 March 2026 @ 11:00
BRIEFING SESSION	:	25 February 2026 @ 14:00
VALIDITY PERIOD	:	90-DAYS (CALCULATED FROM CLOSING DATE)

Service: ESTABLISHING A SANDBOX FOR EMERGING TECHNOLOGIES AND INNOVATION: DRONES/UAVS

1. Bidders are invited to submit their applications for the Establishing a sandbox for emerging technologies and innovation: Drones/UAVs according to the attached Terms of Reference (ToR).
2. This bid is subject to the General Conditions of Contract (GCC) and, where applicable, any other special conditions of contract.
3. Kindly note that the Bid applications **MUST** be submitted via e-Tender Portal:

3.1 SEE GUIDE BELOW ON HOW TO SUBMIT A RESPONSE ON THE E-TENDER PORTAL

Submit on E tender portal, following the below:

1. (<https://www.etenders.gov.za/>)
2. Search/Click Browse Opportunities by organ of state (Economic Development and Tourism) / search by Tender reference number.
3. Click the + sign to expand the tender / RFQ information.
4. Start the e-submission process.
5. Supplier login
6. Use your CSD Credentials to Login. Contact CSD on (csd@treasury.gov.za) in case you forgot your login credentials. "My profile should show if you have logged in successfully".
7. Select supplier.
8. Check the submission checklist and attached the compulsory documents.
9. Confirm and proceed.

4. **If the application is not going through on the E-tender portal Contact:**
eTenders Contact Centre
+27(0)12 406 9222 / 012 406-9229 / 012 312-5000
etenders@treasury.gov.za
<https://etenders.treasury.gov.za>

5. Bids forwarded by e-mail or similar process, will not be considered.

6. **Important Note:**
Bidders are strongly advised to complete their electronic submissions at least one day before the closing date. This helps avoid last-minute technical issues that may arise due to slow internet, limited bandwidth, or large file uploads. Please do not wait until the final hour to submit your bid, as late submissions will not be accepted by the system.

7. All bids must be submitted on the original forms – **(BIDDERS MUST NOT RE-TYPE THE BID DOCUMENT OR CONVERT FROM PDF FORMAT)**

For **ACCOUNTING OFFICER: ECONOMIC DEVELOPMENT AND TOURISM**

DATE:

PART A
INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	EDT 005-25	CLOSING DATE:	09 MARCH 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	ESTABLISHING A SANDBOX FOR EMERGING TECHNOLOGIES AND INNOVATION: DRONES/UAVS				
BID RESPONSE DOCUMENTS MUST SUBMITTED VIA THE E-TENDER PORTAL					
To be submitted via e-tender portal for Department: Economic Development and Tourism - https://www.etenders.gov.za/					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Ganeefah Abrahams		CONTACT PERSON	Mr Mahdi Hendricks	
TELEPHONE NUMBER	(021) 483 8130		TELEPHONE NUMBER	(021) 483 9487	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Ganeefah.Abrahams@westerncape.gov.za		E-MAIL ADDRESS	Mahdi.Hendricks@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			AND	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX]			
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSURE PROOF]			[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 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:

TERMS OF REFERENCE (ToR) (SERVICES)

To:	The Bidder
From:	Supply Chain Management Unit

1. BID PARTICULARS

Project Description	Establishing a sandbox for emerging technologies and innovation: Drones/UAVs		
Bid Enquiries	Ganeefah Abrahams		
	021 832 5788	Ganeefah.Abrahams@westerncape.gov.za	
Specifications Enquiries	Mahdi Hendricks		
	021 483 9487	Mahdi.Hendricks@westerncape.gov.za	
Bid Reference	EDT 005-25		
Bid Closing Date	09 March 2026	Bid Closing Time	11:00 am
Bid Briefing Session	<p>A non-compulsory online briefing session for interested bidders will be held on Wednesday, 25 February 2026 @ 14:00.</p> <p>Bidders will need to register their interest to attend by Tuesday, 24 February 2026 @ 16:00 to linah.maqashu@westerncape.gov.za in order to receive the online briefing invitation</p>		

2. PURPOSE

- 2.1. The Western Cape Government, through the Department of Economic Development and Tourism (DEDAT), seeks to establish a regulatory sandbox for drones and Unmanned Aerial Vehicles (UAVs) to position the province as a leader in drone innovation, airspace integration, and emerging technologies.
- 2.2. A regulatory sandbox is a controlled environment where new technologies, business models, or services can be tested under real-world conditions with regulatory oversight. It enables government and regulators to gather evidence on how innovations function in practice, assess potential risks, and refine regulatory frameworks to support safe and scalable adoption.
- 2.3. In 2025, the Department developed a business case to explore the feasibility of establishing a regulatory sandbox for drones in the Western Cape ("the Business Case").
- 2.4. This project represents the first implementation phase, referred to as Stage 1 Pre-Establishment, and will lay the groundwork for a fully operational drone sandbox. It includes two concurrent components:
 - 2.4.1. Phase A: Preliminary Foundations – focused on regulatory alignment, governance, and stakeholder engagement.
 - 2.4.2. Phase B: Infrastructure and Operational Readiness – focused on technical planning, site development, and operational protocols.
- 2.5. The Department seeks to appoint a service provider to implement this Stage 1 Pre-Establishment, which will establish the foundational infrastructure, operational framework, and regulatory alignment necessary to initiate safe, compliant, and scalable drone operations. This work will lay the groundwork for future expansion and position the Western Cape as a leader in drone innovation and integrated airspace management.

3. BACKGROUND

- 3.1. The global drone industry is rapidly expanding, with applications across agriculture, logistics, mining, infrastructure, emergency services, and research. South Africa was the first African country to implement drone regulations in 2015, but regulatory and operational constraints have slowed growth relative to other countries such as Kenya.
- 3.2. The Western Cape, with its strong innovation ecosystem and enabling infrastructure, is well-positioned to lead in this space. A regulatory sandbox will allow for safe experimentation, accelerate innovation, and support the development of a competitive drone economy.
- 3.3. In September 2024, DEDAT commissioned a comprehensive Business Case (Tender ECON 048-24) to assess the feasibility of establishing a drone sandbox. Completed in March 2025, the Business Case: **(See Annexure A for additional information)**
 - 3.3.1. Proposed a phased implementation model aligned with international best practices.
 - 3.3.2. Recommended Saldanha Bay Municipality as the preferred location based on aviation feasibility, infrastructure readiness, and stakeholder support.

- 3.3.3. Identified key regulatory, technical, and operational requirements for a minimum viable sandbox.
- 3.3.4. Emphasised the importance of inclusive access for both small and large operators.
- 3.3.5. Highlighted the need for scalable infrastructure, risk-based compliance, and integration with national aviation systems.
- 3.4. Due to intellectual property (IP) restrictions, the full Business Case cannot be shared with bidders. However, key extracts and supporting technical reports will be made available to the appointed service provider, subject to the appropriate non-disclosure agreements (NDAs) and adherence to confidentiality protocols as determined by the Department

The technical reports that will be made available to appointed service provider include:

- o 2025 Final WC Regulatory UAV-Drone Sandbox Business Case
- o Report Series #1 Stakeholder Engagement Report_Updated_07032025
- o Report Series #2 2025 Online Quantitative Survey Results
- o Report Series #3 2025 Technical Report International Studies Report
- o Report Series #4 Western Cape Location Selection Technical Report
- o Report Series #5 2025 Technical Report 5 Regulatory Framework
- o Report Series #6 2025 Drone Sandbox Operational Site Management and Operational Specifications

- 3.5. The sandbox is expected to deliver significant socio-economic benefits, including job creation, skills development, investment attraction, and the growth of supporting industries such as data analytics, software development, and advanced manufacturing.

4. NATURE AND SCOPE OF SERVICES TO BE RENDERED

- 4.1. The appointed service provider will be responsible for implementing Stage 1 Pre-Establishment, comprising two concurrent components:
 - i) Phase A: Preliminary Foundations, and,
 - ii) Phase B: Infrastructure and Operational Readiness.

The service provider must deliver all the outputs required to enable the formal designation and operational readiness of the sandbox.

4.2. Phase A: Preliminary Foundations

The Preliminary Foundations stage focuses on securing all regulatory approvals and the location, enabling the formal designation of the sandbox. The service provider must:

- 4.2.1. Confirm and secure a suitable site in consultation with Saldanha Bay Municipality and relevant stakeholders. This includes compiling and tracking all compliance and permissions required for it.

- 4.2.2. Identify and initiate and secure all necessary regulatory approvals, including:
 - a) Alignment with South African Civil Aviation Authority (SACAA) regulations.
 - b) Development of a risk-based operational framework in aligned with international best practices and SACAA guidelines
 - c) Applications for exemptions and/or alternative means of compliance under Part 11 of SA Civil Aviation Regulations for sandbox specific operations.
 - d) Support SACAA in evaluating sandbox feasibility and safety and security of sandbox operations.
- 4.2.3. Establish collaborative governance structures and public-private partnership (PPP) models.
- 4.2.4. Identify local municipal by-laws that may impact the establishment and operation of the drone sandbox. Provide clear guidance to the Saldanha Bay Municipality on the nature of the amendments required, including rationale where applicable. The service provider is expected to support the municipality in understanding the regulatory implications and options for enabling sandbox operations through by-law adjustments.
- 4.2.5. Determine whether an Environmental Impact Assessment (EIA) is required for the sandbox site and provide rationale.
- 4.2.6. Initiate early-stage engagement and awareness with landowners, private sector, academia, and civil society regarding the sandbox initiative.
- 4.2.7. Identify potential sources of funding from public and private sectors.

4.3. **Phase B: Infrastructure & Operational Readiness.**

Phase B focuses on meticulously detailing the infrastructure and operational readiness parameters to ensure that all necessary components are in place for the successful implementation and operation of the sandbox. Here, the service provider must:

- 4.3.1. Design operational layouts and define testing zones.
- 4.3.2. Develop Concepts of Operations (CONOPS) and Standard Operating Procedures (SOPs) for operations, compliance, risk mitigation frameworks and safety management.
- 4.3.3. Align sandbox design with international best practices and International Civil Aviation Organisation (ICAO) standards.
- 4.3.4. Identify and specify minimum viable infrastructure requirements.
- 4.3.5. Engage infrastructure service providers to define costs, deployment timelines, and support agreements. This includes Unmanned Traffic Management (UTM) systems and Mobile Detect and Avoid (DAA) Technology
- 4.3.6. Develop a comprehensive liability framework and recommend insurance policies.

- 4.3.7. Plan and execute risk-based compliance trials with SACA, Air Traffic Navigation Services (ATNS), South African Air Force (SAAF) and other relevant stakeholders.
- 4.3.8. Collaborate with research institutions to validate technologies and use cases.
- 4.3.9. Define and conduct internal audit of infrastructure compliance and define personnel/training requirements.
- 4.3.10. Recommend an appropriate operational model for long-term sandbox management.

4.4 Operational resources for Phase A & B:

Provide a dedicated project manager to ensure successful delivery, including monthly progress reporting, governance updates, and participation in Steering Committee meetings to maintain strategic alignment.

5. MINIMUM REQUIREMENTS FOR A VALID BID

- 5.1. Service providers that fail to adhere to any of the following will be rendered non-compliant:
 - a) Bidders must submit proposals inclusive of VAT before the bid closing date and time.
 - b) Bidders must be registered on Central Supplier Database (CSD).
 - c) Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4.

6. SERVICE PROVIDERS PROPOSAL

- 6.1. The bidder is required to submit the documents detailed below in addition to the documents outlined under the heading 5, Minimum Requirements for a Valid Bid above.
 - 6.1.1. Business/Company Profile (maximum 5 pages long) detailing:
 - a) The service provider's expertise and experience in the civil aviation, drones/UAV and RPAS environment.
 - b) The service provider experience in business consulting and multi sector development.
 - c) A high-level overview of previous projects undertaken of a similar scale related to Aviation, Drones/UAVs/RPAS environment over the last 10 years.
 - 6.2. Provide a high-level proposal (max 15 pages) to address all aspects of the requirements as specified in section 4 as well as in the bid evaluation table as detailed in this document. In addition, the service provider's proposal must contain at least the following headings and responses:
 - 6.2.1. Understanding of the requirement
 - 6.2.2. Methodology, rationale and approach
 - 6.2.3. Project plan with suggested subsections covering WBS (Work Breakdown Structure), timelines, deliverables/outputs, milestones, resources and allocation, monitoring reporting/communication, stakeholder management, risk and risk mitigation.

In the proposal submitted, the service provider is expected to provide further insight into the Drone/UAV/RPAS sector and demonstrate knowledge of and insight into the policies, legislation and Civil Aviation regulations including those impacting the drone sector beyond what has been highlighted in the terms of reference.

6.3. Curriculum Vitae of the key employees working on the project stating qualifications and number of years of experience relevant to this project. Applicants to motivate relevance and appropriateness as it relates to this project (appropriate qualifications and expertise include legal training, public sector regulation, civil aviation and aviation regulation, project management, research, engineering (engineering includes data, aerospace, draft and design, electrical, environmental, mechanical, software) /Drone/UAV/RPAS and similar technical skills).

Team members will be scored against, demonstrated experience, team members holding a Bachelor of Law (LLB) degree or equivalent with experience in the civil aviation regulatory environment. (see section 8 functionality table 1.1)

The template of the team qualification and experience to be completed (this table to be copied and included in the proposal response detailed in 6.1 and 6.2 above), the table is also attached as **Annexure B: Team Experience**

	Name & Surname	Academic Qualifications	Motivate relevance of qualification for project delivery	Expertise (expert skill or knowledge in a particular field)	Project Role	Years of experience. in in civil aviation and drones/UAV/RPAS sector	Years of experience in Civil Aviation Regulatory Environment	Years of experience in Business Consulting and Multi Sector Development
1.								
2.								
3.								
4.								

7. COMPULSORY RETURNABLE DOCUMENTS

The following documents are compulsory and must be submitted according to the table below. Failure to submit documents listed under Table 1 below will result in disqualification.

Table 1: List of Compulsory Bid Documents and requirements

Document that must be submitted	Disqualification	Description/ Instructions
Price Quotation	Yes	Bidder's proposal/ quotation and supporting documentation
WCBD 1	Yes	Invitation to Bid 1) Authorised representative to sign bid. 2) Complete and sign.

WCBD 3.3	Yes	Pricing Schedule (Firm Prices) 1) Completed and signed
* WCBD 4	Yes	Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination 1) Complete and sign.
* WCBD 6.1	No	Preference Points Claim Form 1) Non-submission will lead to zero (0) score for B-BBEE points. 2) Only the B-BBEE status stated on the completed WCBD 6.1 will apply to the evaluation of this bid and not the B-BBEE status on the WCSEB or CSD. 3) Complete and sign.
BBBEE Certificate / Affidavit	No	To be submitted with the WCBD 6.1

8. EVALUATION METHODOLOGY

8.1. The Department will evaluate all proposals received in accordance with the following phases: phases:

Phase 1 Pre-qualification Criteria	Phase 2 Functional Evaluation Criteria (if applicable)	Phase 3 Price & B-BBEE Evaluation
Bidders must ensure all registration documentation on WCSEB are valid on or before the closing date and time of the bid. Bidders with expired WCBD 4 will be disqualified.	Bidders are required to achieve a minimum threshold of 80% to proceed to Phase 3 (Price and BEE considerations).	Phase 3 will only apply to bidders who have met and/or exceeded the minimum threshold of 80%.

8.2. Phase 1: Pre-qualification Criteria

Without any limitation in respect of the department's other critical requirements relevant to this Bid, prospective bidding service providers must ensure they comply with paragraph 5.

8.3. Phase 2: Compliant bids will, thereafter, be evaluated against the criteria and weights for functionality depicted in the following table:

	Criteria: Functionality	Weight	Reference																				
1.	Expertise	35																					
1.1	<p>a) Demonstrated experience of the project team in civil aviation and drones/UAV/RPAS sector. (measured in average number of years)</p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than 5 years of experience</td><td>1</td></tr> <tr> <td>5 years and up to 6 years of experience</td><td>3</td></tr> <tr> <td>>6 years and up to 7 years of experience</td><td>4</td></tr> <tr> <td>>7 years of experience</td><td>5</td></tr> </tbody> </table> <p>b) Team members holding a Bachelor of Law LLB or equivalent with experience in the Civil Aviation regulatory environment (Number of years' experienced individual identified on the project allocated to Civil Aviation regulatory environment)</p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than 5 years of experience</td><td>1</td></tr> <tr> <td>5 years and up to 6 years of experience</td><td>3</td></tr> <tr> <td>>6 years and up to 7 years of experience</td><td>4</td></tr> <tr> <td>>7 years of experience</td><td>5</td></tr> </tbody> </table>	Description	Points	Less than 5 years of experience	1	5 years and up to 6 years of experience	3	>6 years and up to 7 years of experience	4	>7 years of experience	5	Description	Points	Less than 5 years of experience	1	5 years and up to 6 years of experience	3	>6 years and up to 7 years of experience	4	>7 years of experience	5	20	6.3
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2.	Professional Service Provider Experience	35																					
2.1	<p>Number of years the service provider has been working in:</p> <p>a) Civil aviation Drones/UAV and RPAS environment</p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than 5 years of experience</td><td>1</td></tr> <tr> <td>5 years and up to 6 years of experience</td><td>3</td></tr> <tr> <td>More than 6 years and up to 7 years of experience</td><td>4</td></tr> <tr> <td>>7 years of experience</td><td>5</td></tr> </tbody> </table> <p>b) Experience in business consulting and multi sector development</p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than 5 years of experience</td><td>1</td></tr> <tr> <td>5 years and up to 6 years of experience</td><td>3</td></tr> <tr> <td>More than 6 years and up to 7 years of experience</td><td>4</td></tr> <tr> <td>>7 years of experience</td><td>5</td></tr> </tbody> </table>	Description	Points	Less than 5 years of experience	1	5 years and up to 6 years of experience	3	More than 6 years and up to 7 years of experience	4	>7 years of experience	5	Description	Points	Less than 5 years of experience	1	5 years and up to 6 years of experience	3	More than 6 years and up to 7 years of experience	4	>7 years of experience	5	15	6.1
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>7 years of experience	5																						

	Criteria: Functionality	Weight	Reference												
2.2	<p>Number of previous projects: A high-level overview of previous projects undertaken of a similar scale related to Aviation, Drones/UAVs/RPAS environment over the last ten (10) years. (Number of projects implemented to be detailed by service provider).</p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than 5 examples of similar/ comparable work submitted</td><td>1</td></tr> <tr> <td>5 examples of similar/ comparable work submitted</td><td>3</td></tr> <tr> <td>6 or more examples of similar/ comparable work submitted</td><td>5</td></tr> </tbody> </table>	Description	Points	Less than 5 examples of similar/ comparable work submitted	1	5 examples of similar/ comparable work submitted	3	6 or more examples of similar/ comparable work submitted	5	10	6.1				
Description	Points														
Less than 5 examples of similar/ comparable work submitted	1														
5 examples of similar/ comparable work submitted	3														
6 or more examples of similar/ comparable work submitted	5														
3.	Project Proposal and Methodology	30													
3.1	<p>Quality of project proposal, which clearly indicates the following:</p> <ul style="list-style-type: none"> a) Work breakdown structure b) Timelines c) Deliverables/outputs d) Milestones e) Resources and allocation thereof f) Monitoring & Reporting g) Communication & h) Stakeholder management i) Risks and Mitigations <p>Evaluators will consider:</p> <ul style="list-style-type: none"> a) Proposal demonstrates a clear understanding of the overall DEDAT request and response is comprehensive. b) Methodology, rationale and approach c) Well-structured plan with sufficient detail related to planning milestones leading up to the deliverables. d) Any additional value-add <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Project plan covers none of the criteria above</td><td>1</td></tr> <tr> <td>Project plan covers only one of the criteria above</td><td>2</td></tr> <tr> <td>Project plan covers two of the criteria above</td><td>3</td></tr> <tr> <td>Project plan covers three of the criteria above</td><td>4</td></tr> <tr> <td>Project plan covers all four of the criteria above</td><td>5</td></tr> </tbody> </table>	Description	Points	Project plan covers none of the criteria above	1	Project plan covers only one of the criteria above	2	Project plan covers two of the criteria above	3	Project plan covers three of the criteria above	4	Project plan covers all four of the criteria above	5	30	6.2
Description	Points														
Project plan covers none of the criteria above	1														
Project plan covers only one of the criteria above	2														
Project plan covers two of the criteria above	3														
Project plan covers three of the criteria above	4														
Project plan covers all four of the criteria above	5														
	Total	100													
	*Minimum Threshold	80%													

***NB:** Bids that score less than 80% of the points for functionality will be disqualified and not evaluated further.

8.4. **Phase 3: Price and BBBEE Evaluation:** Only Bidders that have met the **80**-points threshold in Phase 2 will be evaluated in Phase 3 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

- 8.4.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of the bid price (maximum 80 points) and B-BBEE status level of contributor (maximum 20 points).
- 8.4.2. A maximum of 20-points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 8.4.3. B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:
 - a) A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and
 - b) B-BBEE Certificate / Affidavit

9. DURATION OF CONTRACT

- 9.1. The Department expects to appoint a service provider during April 2026.
- 9.2. The contract will endure from the date of appointment of the successful bidder, for a period of year.

10. REPORTING AND MONITORING

- 10.1. The inception meeting will be used to clarify the scope and methodology of the work, the scheduled payments, outline of relevant stakeholders and project deliverables.
- 10.2. The contracted service provider will submit a signed monthly progress report to the Project Manager. The signed progress reports must be submitted by the agreed upon date for the duration of the contract, which will be effective from the date of appointment for a period of one (1) year. The payments will be released against the deliverables as well as the approved progress reports as set out in the signed agreement.
- 10.3. The service provider will be required to report progress and consult with the Project Steering Committee regularly to ensure alignment with project objectives and address any issues that may arise
- 10.4. The contracted partner to meet with DEDAT's nominated Project Manager at least once per month to discuss the progress of the project including challenges, successes and way forward on the project.
- 10.5. Monitoring to take place on a continuous basis during the implementation of the project.
- 10.6. On conclusion of the project the service provider will be required to present findings in agreed upon format to key internal stakeholders identified by DEDAT.

11. BRIEFING SESSION

- 11.1. A non-compulsory briefing session will be held on the Wednesday, 25 February 2026 at 14:00 on MS Teams. Service providers that intend to attend the briefing session will be required to register their interest to linah.maqashu@westerncape.gov.za by Tuesday, 24 February 2026 @ 16:00.

12. JOINT VENTURE / CONSORTIUM / TRUST

- 12.1. A joint venture, consortium or trust will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.
- 12.2. Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The department will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortium arrangement.
- 12.3. Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortium arrangement.

13. CONTRACTUAL ASPECTS

- 13.1. The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- 13.2. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 13.3. The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 13.4. Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the department.
- 13.5. The successful bidder may not assign its obligations.
- 13.6. The successful bidder must advise the Head of Department of Economic Development and Tourism immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

14. DISCLAIMER

- 14.1. Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.
- 14.2. The department reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the department about a bidder that could put the department at risk.
- 14.3. The department reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.

15. ABSENCE OF OBLIGATION

- 15.1. No legal or other obligation shall arise between bidders and the department unless and until the formal appointment documentation has been signed. The Department is not obliged to proceed with any proposals of any bidder. The Department also reserves the right to request changes to any proposed consortium.

16. INDEMNITY

16.1. The successful bidder will indemnify, protect, defend and hold harmless the department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim of any taxes payable by the bidder.
- b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.
- c) Any claim by a third party including any employees of the department or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants or agents.

17. FRONTING

17.1. The department supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the department strongly condemns any form of fronting.

17.2. The department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries / investigations in determining the accuracy of the representations made in bid documents / proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition ("dtic"), be determined during such enquiry / investigation, the onus will be on the bidder to prove that the allegation of fronting does not exist. Failure to do so within a period of 14-days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10-years, in addition to any other remedies the department may have at its disposal and accordingly wish to institute against such bidder concerned.

18. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

18.1. The department reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the department or any other department organ or entity and whether from the Republic of South Africa or otherwise:

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- b) Seeks any assistance, other than assistance officially provided by a department, from any employee, advisor or other representative of a department in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the department, officers, directors, employees, advisors or other representatives.
- c) Makes or offers any gift, gratuity, anything of any value or other inducement, to any departmental officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a department.
- d) Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a department.
- e) Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the department.
- f) Has in the past engaged in any matter referred to above.
- g) Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidding agency, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

19. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 19.1. The bidding agency should note that the terms of its tender will be incorporated in the proposed contract by reference and that the department relies upon the bidder's tender as a material representation in making an award to a successful bidding agency and in concluding an agreement with said bidding agency.
- 19.2. It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the department against the bidder notwithstanding the conclusion of the SLA between the Department and the bidding agency for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the contents of the SLA will prevail.

20. CONFIDENTIALITY

- 20.1. Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidding agency's bid will be disclosed by any bidder or other person not officially involved with the department's examination and evaluation of a bid.
- 20.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or

in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Department remain proprietary to the department and must be promptly returned to the department upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.

20.3. Throughout this bid process and thereafter, bidding agencies must secure the department's written approval prior to the release of any information that pertains to **(i)** the potential work or activities to which this bid relates; or **(ii)** the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

21. IMPORTANT NOTES TO BIDDER

21.1. The Department of Economic Development and Tourism conducts business in an ethical and fair manner. Any procurement irregularities, bribery or other misconduct must be reported to:

Postal address: PO Box 659, Cape Town, 8000
Email: tip.offs@westerncape.gov.za
Tel: 021 483 0901/0931
Fax: 021 483 0928
Street address: Atterbury House, 9 Riebeek Street, 9th Floor, Cape Town
Provincial Forensic Services 021 483 0931
National Anti-corruption Hotline 0800 701 701

End.

Annexure A: Establishing a sandbox for emerging technologies and innovation: Drones/UAVs

1.1 Global Trends and Growth of the Drone Industry

- 1.1.1. The global drone industry has seen rapid growth in recent years, driven by advancements in technology and diverse applications across multiple sectors. Drones and Unmanned Aerial Vehicles (UAVs) have become indispensable tools for various businesses and governmental organizations. Their capabilities extend from quick deliveries during peak traffic times to conducting surveys in inaccessible or hazardous areas, demonstrating their significant impact where traditional methods fall short.
- 1.1.2. This rapid adoption is akin to the transformative effect mobile phones had on Africa, suggesting that drones could similarly revolutionize various sectors on the continent and globally. The drone economy is projected to expand from US\$15 billion in 2015 to US\$90 billion by 2030, emphasizing the substantial economic opportunities ahead. However, to fully capitalize on these opportunities, governments must establish favourable regulatory environments that facilitate innovation while ensuring safety and compliance.

1.2 South Africa's Drone Market

- 1.2.1. South Africa stands out as one of Africa's most advanced drone markets, having been the first country on the continent to implement drone industry regulations as early as 2015. This regulatory foresight has positioned South Africa as a leader in drone technology, providing a robust framework that supports both innovation and safety.
- 1.2.2. The Western Cape, with its dynamic economic landscape and technological infrastructure, is poised to further drive this growth. The region's strategic initiatives aim to foster an inclusive drone ecosystem that promotes economic development, innovation, and job creation.

1.3 Key Drivers and Opportunities

- 1.3.1. **Agriculture:** Drones enhance precision farming techniques, offering improved crop monitoring, irrigation management, and pest control, thereby boosting productivity and sustainability.
- 1.3.2. **Logistics and Delivery:** Drones offer efficient solutions for last-mile delivery, particularly in remote or underserved areas, reducing delivery times and costs.

1.3.3 Mining: In the mining sector, drones provide advanced surveying, mapping, and monitoring capabilities, improving operational safety and efficiency.

1.3.4. Infrastructure and Construction: Drones streamline site surveys, progress monitoring, and safety inspections, reducing project timelines and costs.

1.3.5. Emergency Services: Drones enhance search and rescue operations, disaster response, and medical deliveries, significantly improving public safety and emergency response.

1.3.6. Research and Development: Establishing a drone innovation centre can attract research institutions and tech companies, fostering a culture of innovation and technological advancement

1.3.7. Globally, countries and businesses are viewing the drones and Unmanned Aerial Vehicles (UAVs) sector as a significant opportunity to bolster economic growth. The rapid advancement and adoption of drone technology has revolutionized various industries. By enabling efficient, cost-effective, and safe operations in areas traditionally challenging for human intervention, drones are driving innovation and productivity. Governments recognize the potential economic benefits and are establishing supportive regulatory frameworks to foster the development and integration of drones. Businesses leverage drones for enhanced data collection, improved delivery systems, and advanced surveillance, positioning themselves competitively in a technology-driven market.

1.3.8. Key issues inhibiting growth of the sector includes:

1.3.8.1 Regulatory Hurdles: Navigating and refining drone regulations to accommodate advanced operations such as BVLOS and autonomous flights.

1.3.8.2 Infrastructure Development: Establishing the necessary infrastructure, including testing sites, airspace management systems, and data transmission networks.

1.3.8.3 Funding: Securing funding for the development and operation of the regulatory sandbox and related initiatives.

1.3.8.4 Skills and Training: Developing local expertise through education and capacity-building programs to ensure a skilled workforce for the drone industry.

1.3.8.5 Public Acceptance: Addressing public concerns around privacy, safety, and security to gain broader acceptance of drone technology.

1.3.9. In South Africa, these challenges have allowed other African countries such as Kenya, which has a generally more relaxed regulatory environment to surpass us. In order to seize this opportunity, the local drone industry requires a more supportive regulatory framework.

1.4. Strategic Growth Challenges

The primary challenge for South African regulators is to reform existing regulations to better enable the drone sector's economic growth while balancing safety and other practical concerns. This includes establishing regulatory sandboxes where operators, manufacturers and regulators can innovate, test applications, and gain insights into effective regulatory frameworks. By doing so, South Africa can better support the industry's development and address both economic and safety concerns, ensuring a balanced approach to fostering innovation and protecting public interests.

1.5. Definition of Regulatory Sandbox

1.5.1. For the purposes of the Project and the development thereof, the following definition has been used for a "regulatory sandbox".

A regulatory sandbox is a tool which government and regulators use to develop evidence-based research around how a new product, technology or business model works within a market and the novel outcomes which may result. The evidence gathered may either confirm or disprove regulatory concerns about the impact of the innovation and can assist innovations to reach the marketplace in a business and regulation-friendly manner.

1.5.2. The implementation of regulatory sandbox by the Department holds immense strategic value for the Western Cape, South Africa and the broader region in the following ways:

- Creates a globally recognised hub for drone technology and innovation.
- Positions the Western Cape as a leader in the drone technology field.
- Serves as a cornerstone for broader economic and technological advancement.
- Fosters the broader intent of developing tech and innovation local talent.
- Stimulates R&D activities related to drones and associated applications and industries.
- Encourages growth of supporting industries such as data analytics, software development, and advanced manufacturing.
- Contributes to the potential of developing drone airport corridors for seamless drone operations (as the opportunity grows).
- Facilitates applications in other sectors.

- Expected socio-economic benefits include job creation, skills development, and promotion of STEM education whilst attracting investment into the region.

1.6. Business Case for the Project

In September 2024, DEDAT commissioned the development of a business case through tender ECON 048-24 entitled *Establishing a Regulatory Sandbox for Emerging Technologies and Innovation: Drones and Unmanned Aerial Vehicles (UAVs)*. This was completed in March 2025 and defined the strategic, operational, financial, and implementation approaches for establishing the regulatory sandbox in the Western Cape. It serves as the foundational document guiding the successful establishment and sustainability of the drone sandbox. This included input from government, industry and academia, and assessed the strategic, technical, regulatory and economic implications of the initiative. Its primary objective was to identify a viable implementation framework and provide recommendations on the operational design, governance model, and optimal location for the sandbox. This work aimed to align with national regulatory frameworks and support inclusive growth through innovation, investment attraction, and skills development within the drone ecosystem. The output of the above is hereinafter referred to as "**the Business Case**".

Due to matters related to IP (Intellectual Property), the full outputs of the Business Case cannot be shared with prospective bidders at this stage. However, pertinent extracts are provided below which provide sufficient context for this TOR and to define Stage1 pre-establishment.

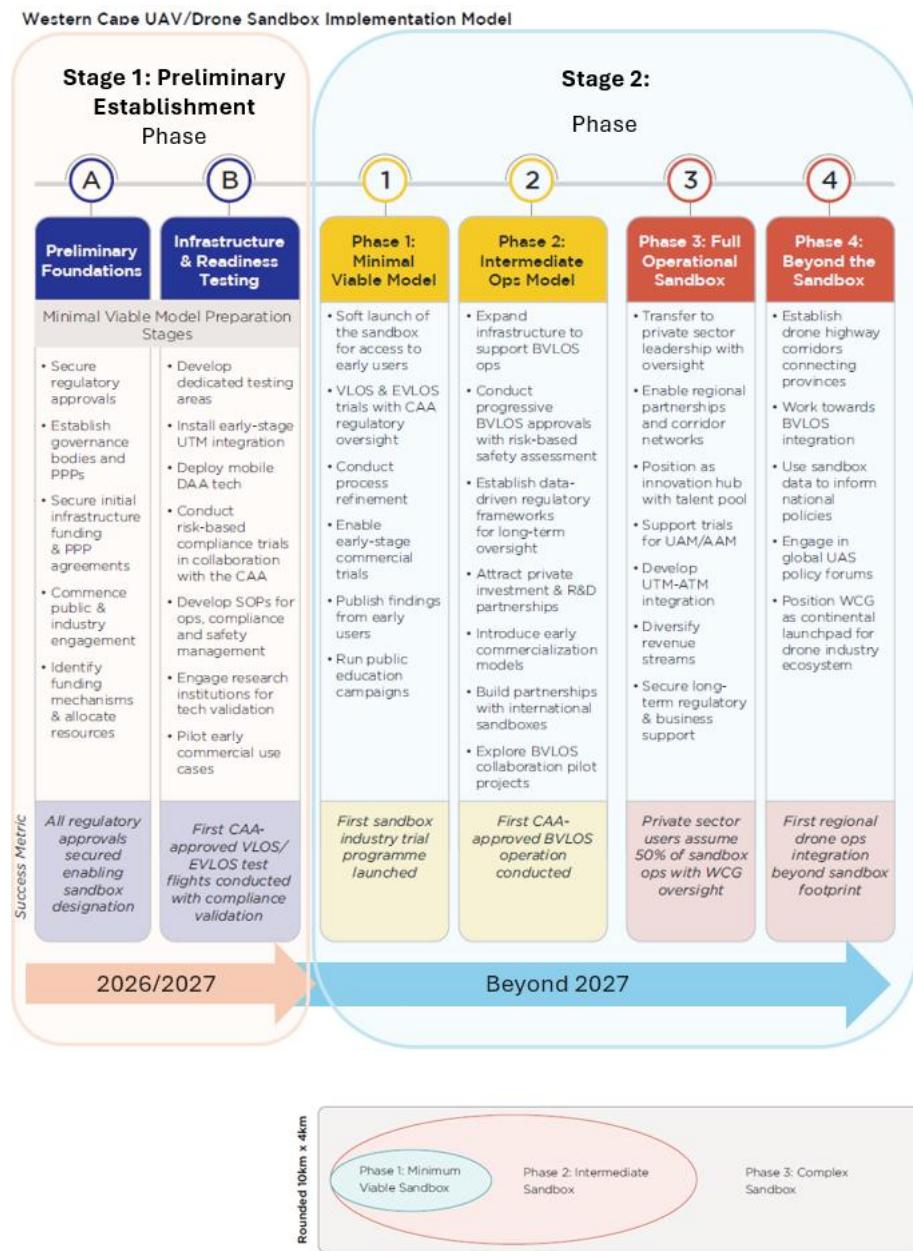
1.7. Approach to the Stage 1 Preliminary Establishment:

In keeping with international best practice, the Business Case called for a phased approach for gradual and scalable implementation, ensuring the sandbox evolves from a minimum viable operational sandbox to a fully operational one. The phased approach was based on four key assumptions:

1. Creating a future-proofed airspace and the long-term incorporation of Unmanned Traffic Management (UTM).
2. Incorporating international best practices, with a focus on Beyond Visual Line of Sight (BVLOS) as a critical element for scaling.
3. Employing Flexible Use Airspace (FUA) for initial development.
4. Ensuring the sandbox remains a testing area that moves into commercial viability, supporting both small and large stakeholders. Given the role of the Western Cape Government (WCG), it is crucial that the sandbox is for both small and large stakeholders and that preference is not given only to larger commercial operators.

Error! Reference source not found. below shows the progressive evolution of the sandbox.

Figure 1 Phased approach of the project



¹ Source: DEDAT Business Case, 2025

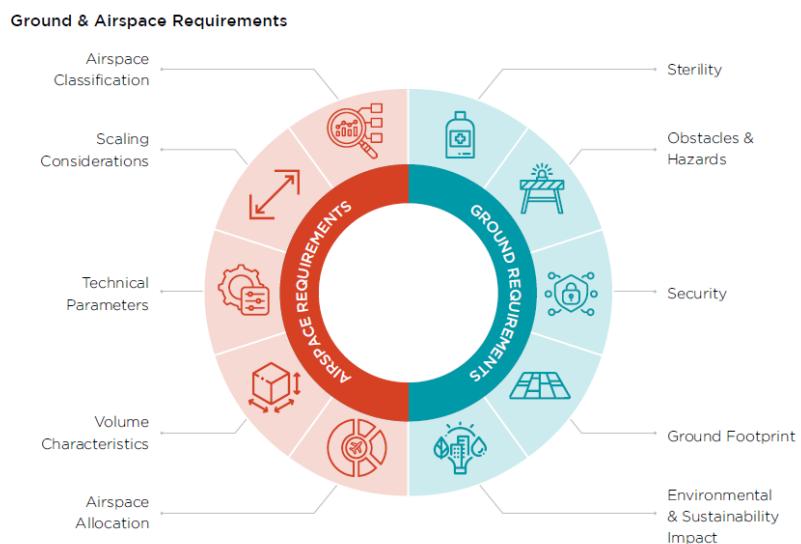
The phased implementation strategy focused on the key components essential for deploying the sandbox, including resources, infrastructure, airspace requirements, use cases, approval requirements and high-level concepts of operations (CONOPS). This approach translates WCG's vision into practical, scalable and measurable actions ensuring safe, sustainable, publicly accepted and economically impactful drone operations.

¹ The 2025 Business Case: Establishing a Regulatory Sandbox for Emerging Technologies and Innovation: Drones and Unmanned Aerial Vehicles (UAVs)

1.7.1. Ground and airspace analysis

The Business Case highlighted that the development of a sandbox is a new concept in the market that required that attention be given to various factors when assessing the ground and airspace requirements, ten of which have been considered in the Business Case. Given the complexity and security risk associated with airspace, the initial process to address aviation risk was given high priority, with other issues addressed using a systematic process.

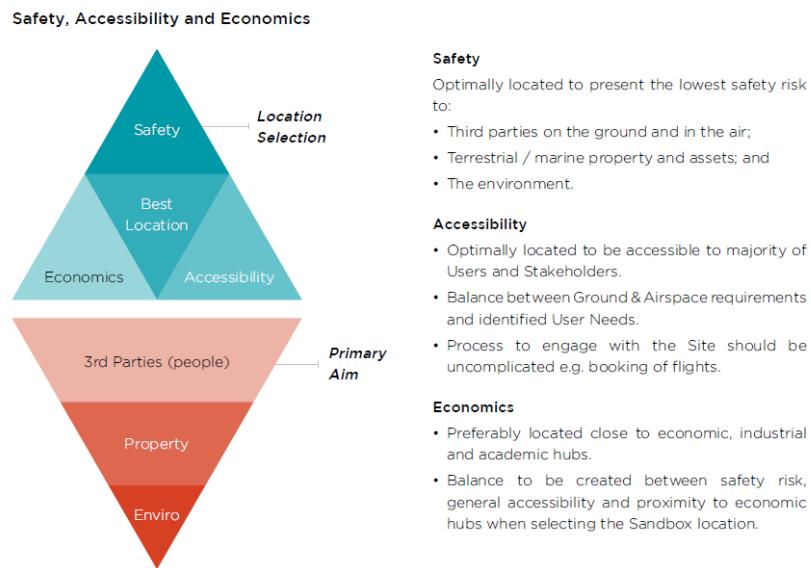
Figure 2: Ground & Airspace Requirements



Ground requirements included minimizing interference from external factors, managing obstacles and hazards within the ground footprint to comply with safety and operational standards, and implementing security measures to control site access. The ground footprint must support safe and efficient drone operations, considering environmental and sustainability impacts.

Sandbox placement involved the geographic location of the sandbox volume (3D airspace). It required assessing the ground footprint in different locations for safety risk, accessibility, regulatory compliance, terrestrial zoning, public acceptance, and security. The Ground and Airspace-related Risk Model was developed to assess various sandbox placement locations in terms of safety risk. The goal was to balance reducing aviation risk with increasing accessibility and economic benefits.

Figure 3: Illustration of Safety, Accessibility & Economics



Other risk factors considered included climatic risks such as wind, ambient temperatures, rainfall, and visibility.

The application of the above tools and analysis lay the foundation for the minimum viable requirements in terms of ground and airspace, with a strong focus on safety and risk mitigation. The development of a safe, properly constituted, and designed set of parameters to guide the selection of an appropriate location for the Western Cape drone sandbox was critical in ensuring its longevity and positive impact.

1.7.2. Location selection and site analysis

Saldanha Bay emerged as the strongest candidate, ranking highest due to its strong aviation feasibility, moderate infrastructure readiness and partial industry acceptance.

Various interactions have taken place with the leadership and key stakeholders in the Saldanha Bay Municipality. They have expressed keen interest in being the pilot target destination for the Sandbox.

While this Terms of Reference is focused on the implementation of **Stage 1 Preliminary Establishment**: Phase A and B (see Figure 1: Western Cape UAV/Drone Sandbox implementation Model) in preparations for Stage 2 Phase 1: the Minimum Viable Operational Sandbox, it is important that the service provider considers the broader infrastructure, systems, and operational models required for Stage 2: Phases 2 and 3.

Phases A and B will precede Phase 1 that will establish the basic infrastructure necessary to initiate safe and compliant VLOS and EVLOS operations. However, future scalability, particularly in terms of airspace integration and expanded ground area, must be factored into the design and planning. As the project progresses, technical requirements will evolve to support more advanced capabilities such as BVLOS operations, dynamic airspace management, and integration with national and international aviation systems.

1.8. Stage 1: Preliminary Establishment Phase A and B objective (Current Scope of Work - SOW)

Phase A (Preliminary Foundations) centres on securing all necessary regulatory approvals, establishing governance and public-private partnership (PPP) structures, and initiating stakeholder engagement to build trust and participation. It includes securing initial infrastructure funding and creating the institutional and regulatory framework required for sandbox designation.

Phase B focuses on operationalising the sandbox by developing dedicated testing areas, integrating initial UTM systems for basic airspace management, and identifying Detect-and-Avoid (DAA) technologies for testing to support future BVLOS operations. This phase involves conducting risk-based compliance trials with South African Civil Aviation Authority (SACAA), developing standard operating procedures (SOPs) for safe and compliant operations, and collaborating with research partners to validate technologies and begin early commercial pilot projects.

The key success metrics are achieving full regulatory approval for sandbox designation in Phase A, and completing SACAA-approved VLOS/EVLOS test flights with validated compliance in Phase B.

1.9. Stage 2: Phase 1 Objective (for Phase A and B future considerations) (see Figure 1 Phased approach of the project)

Note: This is not part of the current scope of work but must be considered when implementing Stage 1: Preliminary Establishment Phase A and B)

Following on from Stage 1: Phase A and B, the objective of Stage 2: Sub-Phase1 is to set up the sandbox and initiate operations (Visual Line of Site (VLOS) and Extended Visual Line of Sight (EVLOS)). Stage 2: Phase 1 focuses on deploying essential infrastructure and operational facilities such as communications systems and a control centre coupled with sensitivity to implementation speed.

Component	Phase 1: Minimum Viable Sandbox	Phase 2: Intermediate Sandbox	Phase 3: Complex Sandbox
Operational range limits	VLOS/EVLOS range limit (1km range)	BVLOS range limit (10-15km range)	Extended BVLOS (+100km range)
Infrastructure composition	Infrastructure	Complex infrastructure	Complex infrastructure
Water, power, sanitation	Basic utilities	Expanded utilities	Expanded utilities
Terrestrial agreements	Local, municipal mobile control units	Local, municipal, provincial	Phase 2 + national
Airspace Model	Flexible Use Airspace (FUA)	Dynamic Airspace	Dynamic Airspace
Operational procedures	Limited operational procedures	Full operational procedures	AAM-equivalent operational procedures
Site access	Site booking system	Site booking system	Site booking system
Site security	Basic site security	Full site security	Full site security
On-site systems	None	Telemetry, calibrated markers	As for Phase 2 + chase hardware
Specialist support	Off-site specialist support (if required)	Off-site specialist support	On-site specialist support
Accommodation	Off-site accommodation	Off-site accommodation	Off-site accommodation

Figure 4

Further to these requirements, actions or milestones for Phase 1, there is a focus on establishing the foundational infrastructure and operational framework required to initiate safe, compliant and scalable drone operations, incorporating VLOS and EVLOS, with the introduction of BVLOS operations.

Hence, from the above, Stage 2: Phase 1 aims to create a controlled environment to test and refine key technologies, regulatory processes and operational models. It will also mitigate risk, build stakeholder confidence and generate early successes to support the broader strategic vision of the WCG sandbox initiative as detailed in parameters below.

Phased Approach: Other Parameters

Component	Phase 1: Minimum Viable Sandbox	Phase 2: Intermediate Sandbox	Phase 3: Complex Sandbox
Resources	<ul style="list-style-type: none"> Onboard core project team Secure initial funding Formalise Public-Private Partnerships 	<ul style="list-style-type: none"> Recruit specialised technical staff Secure investment for scaling advanced UTM systems 	<ul style="list-style-type: none"> Assemble full operation team with specialised roles Transition to private sector-led funding models for long-term sustainability
Infrastructure	<ul style="list-style-type: none"> Deploy mobile UTM units for operational flexibility Set up operational facilities Secure initial airspace allocation Implement foundational digital governance tools 	<ul style="list-style-type: none"> Expand ground-based surveillance range Enhance digital governance tools for Dynamic Airspace management and real-time analytics 	<ul style="list-style-type: none"> Deploy AI-powered UTM for traffic management optimisation and real-time decision making Implement cybersecurity systems and C-UAS capabilities to ensure secure operations Fully integrate digital governance systems for seamless data exchange across Stakeholders

Figure 5

1.10. Conclusion and summary requirements

Based on the above, the Department seeks to appoint a service provider to implement this Stage 1: Preliminary Establishment, which will establish the foundational infrastructure, operational framework, and regulatory alignment necessary to initiate safe, compliant, and scalable drone operations. This work will lay the groundwork for future expansion and position the Western Cape as a leader in drone innovation and integrated airspace management.



Annexure B: Team Experience

	Name & Surname	Academic Qualifications	Provide details of relevance of qualification for project delivery	Expertise (expert skill or knowledge in a particular field)	Project Role	Years of experience. in in civil aviation and drones/UAV/RPAS sector	Years of experience in Civil Aviation Regulatory Environment	Years of experience in Business Consulting and Multi Sector Development
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10								



Western Cape
Government

DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM

Trevor Malgas

Supply Chain Management

Trevor.Malgas2@westerncape.gov.za Tel: 021 483 9274

**PROVINCIAL GOVERNMENT WESTERN CAPE
DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

4. **"Consortium or Joint Venture"** 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;

5. **"Corruption"**- General offences of corruption are defined in the Combating of Corrupt Activities

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's –

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(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means – a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

10. 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.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

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TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

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TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.				
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)		NO	YES

C2. TABLE C

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?	NO	YES

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES	

Complete the below table to the maximum of the last 5 contracts.

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I understand the content of the document;

iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? ANSWER:

1.2 Do you have any objection to taking the prescribed oath? ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document;
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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; **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.9 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.11 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;

1.12 **“non-firm prices”** means all prices other than “firm” prices;

1.13 **“person”** includes a juristic person;

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

1.15 **“proof of B-BBEE status level contributor”** means-

- (a) The B-BBEE status level certificate issued by an authorized body or person;
- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.16 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.17 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.18 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

1.20 **“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;

1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2022;

1.23 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.24 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.25 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- 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).

2.2 Preference point system for this bid:

- The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- Either the 80/20 or 90/10 preference point system will be applicable to this tender** (delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

- points out of 80 for price; and
- 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

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

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A QSE that is at least 51 per cent black owned (51% or higher) must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

Version: January 2023

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? YES/NO (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company/ entity :
- 10.2 VAT registration number :
- 10.3 Company Registration number :

10.4 TYPE OF COMPANY/ FIRM

- Partnership/ Joint Venture/ Consortium
- One-person business/ sole property
- Close corporation
- Public Company
- Personal Liability Company
- (Pty)Limited
- Non-Profit Company
- State Owned Company [SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

**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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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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 anything 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.

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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.

1.17 "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.

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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.

a. 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.

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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.

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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.

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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.

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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.

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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 fulfilment of other obligations stipulated in the contract.

21.1 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.

21.1 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.

21. Contract amendments

17.1 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 contract 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.

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- 22.1 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.
- 22.1 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.
- 22.1 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.
- 22.1 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

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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.

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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

25.1 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.

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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.
- 30.1 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.

- 30.1 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 wilful 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.

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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.
	<p style="text-align: center;">This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

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