



**agriculture, land reform
& rural development**

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300
Enquiries: MR. GG MATSHE (051) 4004200 Fax: (086) 460 7556

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

BID NUMBER : DALRRD-VTOL-DRONE-02 (2024/25)
ADVERT DATE : 20 SEPTEMBER 2024
COMPULSORY BRIEFING DATE : 27 SEPTEMBER 2024 **TIME: 11H00 am**
CLOSING DATE : 11 OCTOBER 2024 **Time: 11H00 am**

APPOINTMENT OF A SERVICE PROVIDER/ FIRM OR CONSORTIUM FOR PROCUREMENT OF 7 VTOL DRONES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT BRANCH.

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

N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- www.csd.gov.za

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

1. Attached please find the SBD 1, SBD 2, SBD 3.1, SBD 6.1, TOR's and the GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
4. Please make sure that your bid reaches this office before the closing time.
5. When submitting your bid, the following information must appear on the sealed envelope:-
(i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.

This envelope can be placed in the bid/tender box on entrance ground Floor 136 SA Eagle Building, Maitland Street, Bloemfontein, 9300.

OR

If posted, place the afore-mentioned envelope in a covering envelope addressed as follows:-

Bid, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300.

Yours faithfully,

SIGNED

Mr.CM MAMPA
DD: SCM
PSSC-FS
DATE: 19 SEPTEMBER 2024

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DALRRD-VTOL-DRONE-02 (2024/25)	CLOSING DATE:	11 OCTOBER 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER/ FIRM OR CONSORTIUM FOR PROCUREMENT OF 7 VTOL DRONES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT BRANCH.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
136 SA EAGLE BUILDING					
CHARLOTTE MAXEKE STREET					
BLOEMFONTEIN					
GROUND FLOOR					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED	ALL		TOTAL BID PRICE (INCLUSIVE OF VAT AND ALL HIDDEN COSTS)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	DALRRD		CONTACT PERSON	MR. ANDRE ERASMUS	
CONTACT PERSON	MR GG MATSHE		TELEPHONE NUMBER	051 400 4200	
TELEPHONE NUMBER	051 400 4200		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Andre.erasmus@dalrrd.gov.za	
E-MAIL ADDRESS	Gladman.matshe@drdlr.gov.za				

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**Application for a Tax Clearance Certificate****Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no		Company/Close Corp. registered no
Income Tax ref no		PAYE ref no 7
VAT registration no 4		SDL ref no L
Customs code		UIF ref no U
Telephone no	CODE NUMBER	Fax no CODE NUMBER
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no		Income Tax ref no
Telephone no	CODE NUMBER	Fax no CODE NUMBER
E-mail address		
Physical address		

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/
Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

DALRRD-VTOL-DRONE-02 (2024/25)

APPOINTMENT OF A SERVICE PROVIDER/ FIRM OR CONSORTIUM FOR PROCUREMENT OF 7 VTOL DRONES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT BRANCH.

PRICING SCHEDULE-FIRM PRICES

(Supply & Delivery: Air Transport)

NAME OF BIDDER: BID NO.: DALRRD-VTOL-DRONE-02 (2024/25)

CLOSING DATE: 11 OCTOBER 2024 TIME: 11H00

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

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

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

ITEMS	EXPECTED DELIVERABLES	% PAYABLE	TIME FRAMES*	SUBMISSION/ OUTPUT	COST PER ITEM
ITEM 1: Seven UAS/drones according to the specifications listed in Annexure B	Deliver as per specifications listed in Annexure B	38%	5 months concurrent	7 UAS/drones	R.....
ITEM 2: Payloads for the UAS/drones in Item 1 above, with specifications as listed in Annexure A	Deliver as per specifications listed in Annexure A	22%	5 months concurrent	Sensors / Payloads	R.....
ITEM 3: Software and all the accessories associated with Item 1.	Deliver as per specifications listed in Annexure C	40%	5 months concurrent	Software & Accesories	R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER/ FIRM OR CONSORTIUM FOR PROCUREMENT OF 7 VTOL DRONES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT BRANCH.

TOTAL PRICE (ALL LISTED ITEMS)	R.....
VAT@15%	R.....
TOTAL BID PRICE (INCLUSIVE OF VAT)	R.....

N.B: FAILURE TO QUOTE FOR ANY ITEM IN THE PRICING SCHEDULE WILL RENDER THE PROPOSAL AS NON- RESPONSIVE AS IT WILL BE NON COMPLIANT TO THE SPECIFICATION.

NB: All unit cost must be inclusive of all hidden cost, TRANSPORTATION AND DELIVERY TO CORRECT ADDRESS.

NB: Total BID price must be carried to SBD 1 of the bid document.

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

Query	Name	Contact Details
Technical	Mr. André Erasmus	Telephone: 071 676 9416 E-mail: andre.erasmus@dalrrd.gov.za
Bid related	Mr GG Matshe Bid Management	(051) 400 4200 gladman.matshe@dalrrd.gov.za

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

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:
- 6.2. Company registration number:
- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Branch: Spatial Planning and Land Use Management, Planning Facilitations

224 Church Street, Pretoria, 0001. Private Bag X833, Pretoria, 0001. Tel: 012 312 9371; Fax: 086 692 8882

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER/ FIRM OR CONSORTIUM FOR PROCUREMENT OF 7 VTOL DRONES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, SPATIAL PLANNING AND LAND USE MANAGEMENT BRANCH

1. INTRODUCTION

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of a firm or a consortium of suitably qualified firms for the supply of 7 Electric Vertical Take-Off and Landing (eVTOL) Unmanned Aircraft Systems (UAS)/(drones) as indicated in bullet 4.1.2 and bullet 4.2.
- 1.2. The acquisition is to assist the Department in obtaining Unmanned Aircraft Systems which must be certified for use in South Africa by the South African Civil Aviation Authority (SACAA). The list of accredited Unmanned Aircraft Systems (UAS) is available from the SACAA website.
- 1.3. The project requires a Service Provider with proven knowledge in Unmanned Aircraft Systems and a complete technical service centre with spare parts in South Africa that complies with all the regulations as prescribed by the South African Civil Aviation Authority (SACAA) to supply SACAA approved UAS/drones and sensor equipment.
- 1.4. The composition of the technical team to be utilised in the execution of the project should consist of persons certified to train staff, enabling them to use the UAS/drones and do basic fault finding. The company must have a substantial history of selling UAS/drone technology with the capability to service the UAS/drones, carry spares for all parts, with the ability to support the Department within 72 hours when required.

2. PROBLEM STATEMENT

- 2.1. The Department would see the best investment return on this technology by means of detailed location information or specialised multispectral geo-rectified imagery. These are currently not available to be acquired off the shelf, especially the more specialised multispectral, thermal or lidar imagery. The Department has GISc staff in all SPLUM provincial offices who are taught to use geo-rectified imagery as part of their training. It should be noted that some upskilling of these staff will be required for activities such as high-precision remote sensing, but these are minor courses that can be completed in a matter of a week or two.

- 2.2. The Department needs to note that the regulatory environment pertaining to the utilisation of UAS/drones is rigorous, and it will have to comply with all requirements.
- 2.3. The Department has a vast number of land parcels in its portfolio of either urban or farmland. Adding to this portfolio is the continued acquisition of new farmland and the numerous portions of land affected by land claims, resulting in a real challenge to monitor and support all these land parcels. In reality, this is a practical challenge as access, and even with access, unpassable terrain prohibiting access to the entire land parcels poses a real challenge for the officials responsible for the various activities. The settlement land use surveying and planning, on the other hand, is equally challenging and results in many inadequacies when supporting, especially our rural and traditional communities. This proposal seeks to employ UAS/drone technology to assist with these functions.
- 2.4. While UAS/drone technology will provide numerous additional benefits, it will also greatly assist with the current challenges. These challenges, amongst others, are 1) getting a comprehensive overview of the properties we acquire in a format that can withstand legal scrutiny if later challenged in court; 2) the ability to support rural farmers with precision agriculture ; 3) assisting with risk management related to alien invasive species, contour ploughing, firebreaks, CARA regulations – Referring to Natural Resources which include vegetation and soil – invaders / aliens / bush incroachment but also soil – over grazing / erosion, dongas and 4) support spatial planning related to our SPLUMA section 9 responsibilities and spatial planning support in traditional areas with updated settlement/site analysis and layout information.
- 2.5. With a projected land acquisition expenditure of R 466 million for 2024/25, it is clear that technology which can assist with determining all assets, crop health and areas of concern can result in valuable savings. The proposed UAS/drone technology must have the capability to fly up to 90 minutes on a single battery. Depending on the requirements, this can be an aerial image with a 1,5cm resolution, which is currently unavailable to us at any of the existing sources. Alternatively, a plant vegetation health survey to indicate if the current crops are healthy can be acquired, which is impossible to discern with the naked eye.
- 2.6. The fire threat is genuine and results in court cases that quickly run into millions of Rands. The Department as a landowner, cannot disown the responsibility of firebreaks on any of its properties. This technology will not only assist in monitoring if the legislated requirements are adhered to by our tenants but can also assist with the planning of fire breaks. Detail mapping of the farm terrain will allow rural farmers and the Department to plan, construct, and maintain effective firebreaks to prevent fires from spreading if it starts on our farms and prevent them from spreading to our farms if they start elsewhere.

- 2.7. Support for rural and traditional settlements is time-consuming, with more specialised activities like risk assessments near to impossible. The recent oThongathi tornado in the eThekweni Metropolitan Municipality, again just highlighted that even formal development could be severely affected. The grave reality is that risk assessments are not addressed in most rural areas, and subsequently, there is no risk mitigation. Land Use audits are very time consuming, and the deployment of UAS/drone technology will allow for a detailed survey of most towns in under a day. This will provide the Department with detailed layout maps, even a 3D rendering of the town if terrain poses challenges allowing for proper planning and settlement support.
- 2.8. Change in Land Use (from agricultural to non-agricultural use) – Township / rural development or industrial and commercial development. Pre- and post inspections to determine the impact on spatial planning.

3. PURPOSE AND OBJECTIVE OF THE PROJECT

- 3.1. The UAS/drone Technology will enable the Department to provide specialised aerial imagery on demand. These, amongst others, will support risk mapping, post-disaster support, precision rural agriculture, and extensive land use capturing and land audit capabilities.
- 3.2. Objective
- 3.2.1. The main objective is to create the capacity in the Department to acquire on-demand high-resolution aerial imagery for specific project requirements like:
- 3.2.1.1. We enable precision rural agriculture through multispectral and high-resolution imagery, e.g. field management, detecting crop variability, maximising yields, scouting and inspecting large areas.
- 3.2.1.2. Reduce inspection times and augment inspections with detailed imagery that provide information that can inform reactive and proactive decisions related to the properties inspected.
- 3.2.1.3. Possible savings where land acquired are comprehensively inspected with records for later interrogation.
- 3.2.1.4. Reduced liability where firebreaks are monitored and maintained is currently impossible to inspect with the staff components.
- 3.2.1.5. Enable the Department to perform on-demand land use audits or surveys to enable the monitoring of Spatial Planning and Land Use Management. These audits and surveys include supporting cash strapped municipalities to comply with the Act.

4. PROJECT OUTCOMES AND SCOPE

- 4.1. The purchase of SACAA certified UAS equipment to enable Remote Pilot Certificate (RPC) staff in every province to support DALRRD operational requirements for imagery as listed under bullet 2, Problem Statement.
- 4.1.1. Project Stakeholders
- The acquisition of additional UAS/drones has two purposes. Firstly, to provide staff that is certified with Remote Pilot Certificates (RPC) the equipment to conduct UAS/drone operations.

Secondly, to ensure staff members with UASs can support all Branches with remote sensing they require, with post-flight capabilities to include the following:

- Precision geo-rectified ad-hoc imagery on demand (Farm acquisition, Land Claims, disaster mapping and risk mapping)
- DEM and or 3D information
- Multispectral imagery with interpretation
- Infrared spectral imagery with interpretation

4.1.2. Project Proposed Solution

Ensure the sensors and UASs as specified (Annexure A & B), together with the equipment and software mentioned in Annexure C, to support the Department in all provinces with the identified services.

4.1.3. Benefit and Value Analysis

	Output	Benefit
Government (National, Provincial and Local)	High definition Geo-rectified mosaic	High definition record for areas captured
Co-operatives / CPAs / Rural Farmers	• Digital terrain model • Terrain point cloud • Land Use analysis • Fire break analysis and planning	Detailed infrastructural records for area captured
Land Claims / Restitution	Multispectral high definition Geo-rectified mosaic	Rural farm planning
Land Acquisitions	• Precision rural agriculture • Precision land analysis • Plant/Crop health • Plant species identification • Crop count	Erosion mitigation
Traditional leaders	Infrared Panchromatic high definition Geo-rectified mosaic	Precision rural agriculture
Human Settlement / COGTAs	• Precision rural agriculture • Animal count or detection • Vermin detection	Animal count or detection
Institutions of higher learning and research, E.g. ARC	Lidar point cloud	Vermin detection
	• Digital elevation model • 3D settlement model • Settlement disaster survey and mitigation	Wildlife survey
		High definition record for areas captured
		Detailed infrastructural records for area captured as Portfolio of Evidence
		Settlement survey, analysis and land use planning
		Temporal comparisons
		3D settlement models
		Detailed Infrastructure planning
		Animal count
		Plant health research
		Precision rural agriculture research

- 4.2. The following critical milestones should be used to procure UASs.
- Adhere to the requirements of the UAS specifications as stipulated in Annexure B
 - Adhere to the sensors as part of the payload of the UAS in Annexure A
 - Adhere to the additional software and hardware as required to assist in obtaining the required imagery from the relevant sensors and to operate the UAS/drone as indicated in Annexure C

5. PROJECT DELIVERABLE

- 5.1. Seven (7) UAS/drones according to the specifications listed in Annexure B.
- 5.2. Payloads that is interchangeable with the UAS/drones in 5.1 that has LiDAR, Oblique, RGB, 5 Band Multispectral, Panchromatic and Thermal Infrared sensors, with specifications for this tender, listed in Annexure A.
- 5.3. In accordance with the Civil Aviation Regulations, 2011 Part 101 that came into operation on the 1st of July 2015
- 5.4. UAS/drone must be on the register of SACAA approved UASS System Safety in accordance with SACATS 102.02.2(1) Section 1 and 2 Only.
- 5.5. All the supplements and software associated with the payloads as mentioned in 5.2.
- 5.6. The UAS/drones mentioned in 5.1 must also include a maintenance (service) / replacement coverage plan for at least 3 years after purchase, which covers all the applicable UAS/drones, shared with DALRRD and must include all parts (spare parts and accessories) of the UAS/drone to be replaced, due to collision, user error, water and drop damage and failure due to signal interference. Where applicable this must also cover shipping and customs clearance fees. For each replacement, a fee equivalent to the damage assessment cost for the original product is deducted from the coverage amount.
- 5.7. Software to enable the processing of the aerial imagery to create various models, like a Digital Terrain Model (DTM), Digital Elevation Model (DEM), Digital Surface Model (DSM), point cloud processing, LiDAR, 3D Modelling, mosaic of the images and software to manage the UAS/drones for maintenance, flight data and paths and record keeping to enable compliance with SACAA regulations.
- 5.8. This should also include computer hardware (especially proprietary hardware) that is suitable and above the minimum requirements to run the various software packages and have sufficient storage capabilities as well as backup for the captured images, taking into account that the hardware will be used outside and the complete hardware package should equal the amount of UAS/drones procured.

6. SKILLS REQUIREMENTS

- 6.1. Companies with individuals with qualifications and extensive experience will be required in the fields of geomatics, remote sensing and supplying of advanced positioning solutions.
Please note that the above is a minimum set of skills required, the firm is welcome to add more skills as deemed necessary to undertake the work.
- 6.2. Proven company experience and thorough understanding in the following is also required:
- a) Unmanned Aircraft System (UAS), Drones;
 - b) Mobile Mapping;
 - c) Computer hardware associated with remote sensing and aerial imagery specifications.
- 6.3. In the case of a consortium, a letter of commitment from the company / everyone is required and must be submitted.

7. PROJECT PHASES DURATION AND COST

- 7.1. The delivery of all items should be completed within 5 months from the time of the appointment of the service provider. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done, are scheduled in Table 2 below:

TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES

ITEMS	EXPECTED DELIVERABLES	% PAYABLE	TIME FRAMES*	SUBMISSION/ OUTPUT
ITEM 1: Seven UAS/drones according to the specifications listed in Annexure B	• Deliver as per specifications listed in Annexure B	38%	5 months concurrent	7 UAS/drones
ITEM 2: Payloads for the UAS/drones in Item 1 above, with specifications as listed in Annexure A	• Deliver as per specifications listed in Annexure A	22%	5 months concurrent	Sensors / Payloads
ITEM 3: Software and all the accessories associated with Item 1.	• Deliver as per specifications listed in Annexure C	40%	5 months concurrent	Software & Accessories
TOTAL		100%	5 months	

*Items must be delivered as available

8. MANDATORY REQUIREMENTS

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

- 8.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate / Compliance Tax Status Pin, Central Supplier Database Number, where consortium / joint ventures / sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 8.2. Original company resolution on a company letter head authorising a particular person to sign the bid document (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorised or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution. The signatures on the resolution should be original and copies will not be accepted.
- 8.3. Bidders are required to fill in the Pricing Schedule (SBD 3.1- for Firm Prices) in terms of the required items as stated. All items in the pricing schedule should be priced for, and the total price should be indicated. Failure to price any item in the pricing schedule will render the proposal non-responsive. No separate pricing schedule will be accepted.
- 8.4. All UAS/drones are on SACAA UASS System Safety Assessment list and meet all SACAA requirements to be used in South Africa.
- 8.5. UAS/drones must be a fixed wing eVTOL UAS with hot swappable payloads and drone components. All payloads in Annexure A **must** be supported, together with the accessories and software solutions.
- 8.6. DALRRD current payloads must be compatible with the eVTOL UAS proposed in the tender, see 5.2.
- 8.7. All bidders must attend a mandatory / compulsory briefing session – failure to attend the compulsory briefing session will result in the bidders proposal being disqualified.
- 8.8. All supplied UAS/drone types must align with the UASOC specifications under which the department currently operates (available on request and at the mandatory /compulsory briefing session).

9. CONTENTS OF THE PROJECT PROPOSAL

A clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference is required.

- 9.1. DALRRD considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is achieved within the provincial staff. Proposals should indicate how skills development and transfer would be achieved after the UAS/drone equipment and software has been delivered.
- 9.2. A profile of each employee / company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 9.3. **General methodology for undertaking work of this nature. The methodology should also indicate the project milestones (Items) that will be used to measure the project progress and include the accessories list as with Annexure C.**
- 9.4. Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 9.5. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Professional Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 9.6. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 9.7. *The following technical information **must** be submitted with the bid proposal:*
 - a) Relevant experience of the team leader and core supporting qualified staff, e.g. UASMT;
 - b) Organizational, managerial and technical ability;
 - c) Full CV's of all proposed team members;
 - d) Minimum 3 contactable current and previous client references for 3 different clients;
 - e) Associations and Professional Affiliations of companies and individuals;

10. INFORMATION GATHERING

- 10.1. The selected service provider will be expected to contact all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 10.2. Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management (SPLUM) will be made available to the appointed service provider during the execution of the project.

- 10.3. In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the Department will provide the requested letter.
- 10.4. Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

11. TERMS AND CONDITIONS OF THE BID

- 11.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 11.2. The DALRRD and successful Service Provider(s) will sign a Contract Form (SBD 7.2) upon appointment. Such a contract will include the following as contained in the General Conditions of Contract (GCC):
 - a) Period of agreement;
 - b) Project objectives and scope;
 - c) Staffing;
 - d) Project plan and project plan management;
 - e) Budget;
 - f) Cost and fee payment;
 - g) Method of communication;
 - h) Reporting relationship;
 - i) Deliverables and terms of deliverables;
 - j) Form and formats of working papers;
 - k) Reviews;
 - l) Uncompleted work;
 - m) Confidentiality;
 - n) Disputes; and
 - o) Financial penalties and termination of contract.
- 11.3. The service provider should submit an acceptance letter and be available to commence with the project within fourteen (14) days after award and signing of contract.
- 11.4. During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to provide a dedicated Project Manager who will organise the progress report meetings.
- 11.5. Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.
- 11.6. Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.
- 11.7. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.

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

12. REPORTING AND ACCOUNTABILITY

- 12.1. All team members must be available for the duration of the project and the service provider is not allowed to change the composition without the Department's prior consent.
- 12.2. During the execution of the project, the service provider will be required to give an update on delivery of items required and timeframes.

- 12.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

13. EVALUATION CRITERIA

- 13.1. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Historically Disadvantaged Individuals Specific Goals (HDIS).
- 13.2. This bid shall be evaluated in three stages. On the first stage, bids will be evaluated on administrative compliance or mandatory requirements, second stage on functionality and the third stage in accordance with 80/20 preference points system as stipulated above.
- 13.3. **Second Stage-Evaluation of Functionality**
The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values.
The applicable values that will be utilized when scoring each criterion ranges from **1 being poor or no submission, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

Scoring Criterion	1 Poor or No submission	2 Average	3 Good	4 Very Good	5 Excellent
Firms experience with contactable references (selling the relevant equipment)	No evidence of selling the relevant equipment or evidence of 1 - 2 years selling the relevant equipment	N/A	Evidence of 3 - 4 years selling the relevant equipment	Evidence of 5 - 7 years selling the relevant equipment	Evidence of 8 years or more selling the relevant equipment
Firm's ability to provide technical service on equipment, not outsourced (Provide technical support from manufacturer)	No proof of a service Centre or outsourced	N/A	Proof of an existing service Centre	Proof of service Centre with qualified technical staff	Proof of service Centre with qualified technical staff, including onsite or 72-hour turnaround support
Authorised Distributor of the UAS/UAS/drone (How long ago received authorisation to distribute)	No evidence attached or evidence of less than a year being a distributor	Evidence of 1 – 2 years being a distributor	Evidence of 3 – 4 years being a distributor	Evidence of 5 – 7 years being a distributor	Evidence of 8 years or more being a distributor
UAS/drone must have a flight time to accommodate large area surveys with a single battery charge @ 100m AGL	No indication	50Ha @ <3cm GSD, 50% overlap	300Ha @ <3cm GSD, 50% overlap	500Ha @ <3cm GSD, 50% overlap	More than 650 Ha @ <3cm GSD, 50% overlap
List of Detailed Hardware & Software provided (Annexure C)	Confirm to none of the criterion and no list provided	N/A	Confirm to the criterion and 80% of items are provided for	Confirm to the criterion and 90% of items are provided for	Confirm to the criterion and 100% of items are provided for
Firms ability to provide service/ maintenance plans and Spare Parts for the UAS/drones	Confirm to none of the criterion or no indication of spares	N/A	Able to supply service/ maintenance plans with at least 70% spares carried of each of the items in store at all times	Able to supply service/ maintenance plans with at least 85% spares carried of each of the items in store at all times	Able to supply service/ maintenance plans with at least spares carried of each of the items in store at all times

The Bids that fail to achieve a minimum of 60 points out of 100 points on functionality will be disqualified. This means that such bids will not be evaluated on third stage (Preference Points System)

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Company's experience, track record and competency	Firms experience with contactable references (selling the relevant equipment), documented proof submitted with the tender.	10	30
	Firm's ability to provide technical service on equipment, not outsourced (Provide technical support from manufacturer), documented proof submitted with the tender.	10	
	Authorised Distributor of the UAS/drone (How long ago received authorisation to distribute)), documented proof submitted with the tender.	10	
2. Technical specifications of equipment supplied	UAS/drone must have a flight time to accommodate large area surveys with a single battery charge @ 100m AGL, documented proof submitted with the tender.	30	50
	List of Detailed Hardware & Software provided (Annexure C), documented proof submitted with the tender.	20	
3. Technical support	Firms ability to provide service/ maintenance plans and Spare Parts for the UAS/drones, documented proof submitted with the tender.	20	20
4. Total Points for Functionality		100	100

NB: Service Providers are required to score a minimum of 60 points on functionality in order to be evaluated further on price and preference. Failure to obtain the minimum points required will result in the proposal being disqualified or render the service provider as non-responsive.

13.4. Third Stage - Evaluation in terms of 80/20 Preference Points System

Only bids that achieve the minimum qualifying score for functionality and presentation will be evaluated further in accordance with the 80/20 preference points system.

13.5. Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

13.6. Calculating of points for Designated groups.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

Specific Goals for Locality: Attach an Official Municipal Rates statement which is in the name of the bidder, Or any account or statement which is in the name of the bidder, or Permission to occupy from local chief in case of rural areas which is in the name of bidder or Lease agreement which is in the name of the bidder.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

(promotion of enterprises located in a specific province : Free State and Northern Cape)			
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Calculating of points for Ownership equity level of contribution (20 points)

13.7. DALRRD reserves the right not to award the bid to any service provider(s).

14. PROJECT MANAGEMENT WITHIN DALRRD

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

15. PUBLICATION AND CLOSING OF BID.

15.1. 21 calendar days' advertisement.

15.2. E-portal / Tender

15.3. **ADVERT DATE: 20 SEPTEMBER 2024**

15.4. **CLOSING DATE: 11 OCTOBER 2024**

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

15.6. **VENUE WHERE BIDS/ PROPOSALS SHOULD BE DEPOSITED:**

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD)

SA EAGLE BUILDING

136 CHARLOTTE MAXEKE STREET

BLOEMFONTEIN

TENDER BOX, SITUATED ON GROUND FLOOR NEXT TO SECURITY

16. COMPULSORY BRIEFING SESSION INFORMATION

THERE WILL BE A COMPULSORY BRIEFING SESSION THAT WILL BE HELD REGARDING THIS BID.

DATE: 27 SEPTEMBER 2024

TIME: 11:00

ROOM 005 (SPLUMS BOARDROOM)

GROUND FLOOR

OMNI CENTRUM

73 ALIWAL STREET

BLOEMFONTEIN

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

18. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

DIRECTOR: SPLUMS FS

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
OMNI CENTRUM, GROUND FLOOR
73 ALIWAL STREET
BLOEMFONTEIN
9301**

Mr. André Erasmus
Telephone: 071 676 9416
E-mail: andre.erasmus@dalrrd.gov.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES:

Mr. Gladman Matshe
Telephone: (051) 400 4200; gladman.matshe@dalrrd.gov.za
OR:
Mr. Calvin Mampa
Telephone: (051) 400 4200; calvin.mampa@dalrrd.gov.za

Annexure A: Detailed Sensor Information (2 sensor types)

- Sensors not part of the main UAS/drone body must have a protective hard case

a) Sensor specifications for RGB Images

- 42.4 Megapixel RGB and 35 mm CMOS sensor
- Orthophoto & DEM
- Point clouds & 3D models
- 1.29cm/px @ 100m altitude
- SD Card (with proprietary hardware if required, i.e card reader), minimum total storage of 512GB
- Rugged storage devices to store and transfer data collected - minimum capacity per sensor 2 TB)
- Transport case must be a hard case (not aluminium), insulated and protect the payload

b) Sensor specifications for Oblique

- 1 x NADIR 25 mm, 4 x oblique 35 mm, all CMOS sensors
- 26 Megapixel (6252 x 4168 px) Total resolution 130 Megapixel
- 1.50cm/px @ 100m altitude with ≥ 0.8 seconds trigger interval
- APS-C sensor format
- High speed data storage device (with proprietary hardware if required, i. e. card reader) minimum total storage of 1,2TB
- Rugged storage devices to store and transfer data collected - minimum capacity per sensor 2 TB)
- Transport case must be a hard case (not aluminium), insulated and protect the payload

Annexure B: Detailed UAS Information (7 UAS/drones)

Unmanned Aircraft Systems (UAS) also known as a Drone Specifications

- Must have PPK or RTK capabilities
- Must have mission planning software
- Must have a remote controller
- Must have transport case that do not weights more than 23 kg total
- Transport case must be insulated and protect the UAS
- Transport case dimensions should not exceed 1100 x 850 x 300 mm
- Maximum take-off weight should be at least 5,6 kg
- Flight time should be about 90 minutes
- Should be able to carry a payload of at least 950 g
- Should be able to handle wind speeds up to 35 knots and take off up to 21 knots
- Should have an array of interchangeable sensors (payload) for a variety of applications. Payloads should be easily swappable within seconds with no tools required
- Should have external access to recorded data via external card slots
- Must be fixed wing and have vertical take-off and landing (VTOL)
- Must be already on the SACAA RPAS System Safety Assessment list.
- Portable Anemometer per UAS/drone (Windspeed m/s, temperature °C, Barograph indication)
- Rigid hardware with flight planning software for integration and communication with UAS/drone.
- Have a minimum Ingress Protection (IP) rating of 55 (IP55)
- Control range of at least 5 km
- Include at least 3 batteries
- Include a USB Automatic Dependent Surveillance–Broadcast (ADS-B) receiver
- Include 2x detachable air data probes
- See bullet 5.6 for cover and maintenance

Annexure C: Detailed Hardware & Software Specifications with quantities

Description	QTY
UAS/drone	
Unmanned Aircraft Systems (UAS) (Fixed Wing eVTOL)	7
Sensors	
Sensor RGB Images	7
Oblique D2M	2
Downwelling Light Sensor Mount Kit	4
SD Cards (min 512GB or 2x 256GB) according to manufactures specification	11
CFexpress Cards Type B (2TB)	6
Card Reader for CFexpress Type B, Secure Digital (SD & microSD)	14
Rugged storage devices to store and transfer data collected - minimum capacity per UAS/Payload 2TB)	18
Payloads supplements and *software	
Calibrated Reflectance Panel (CRP)	1
CloudStation Strip Adjustment Module Perpetual License	2
CloudStation Terrain Module Perpetual License	2
Applanix POSPac UAV Perpetual Subscription with 1-year maintenance	2
PIX4Dmatic & PIX4Dsurvey perpetual or software with the same or better functionality	3
Spare parts / Accessories	
Unmanned Aircraft Systems SPARES - Left Wing	4
Unmanned Aircraft Systems SPARES - Right Wing	4
Unmanned Aircraft Systems SPARES - Elevator	4
Unmanned Aircraft Systems SPARES - Battery Charging Station EU	4
Magnetic USB-Cable	4
Extra USB female to USB-C cables	4
iBase Complete Extra (base, antenna, battery, cables)	4
Payload housing only (RGB)	4
Payload housing only (Oblique)	4
Payload housing only (Altum-PT)	2
Hardcase with foam housing payload extra	4
Replacement Coverage Plan	
Replacement Coverage Plan for UAS replacements & parts (Subsequent Purchase or Extension) (see bullet 5.6)	7

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

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

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
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.