PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**PRDP:02/2026-27**	CLOSING DATE:	**21 JULY 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**THE DEVELOPMENT OF LIMPOPO SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PRODUCTIVE REGIONAL DEVELOPMENT PLANS FOR A PERIOD OF NINE (9) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
40 HANS VAN RENSBURG					
POLOKWANE					
0700					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MALINDA F.E**	CONTACT PERSON	
TELEPHONE NUMBER	**015 287 6000**	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@premier.limpopo.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	**MAAA**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN T HE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number **PRDP 02/2026-27**
Closing Time 11:00	Closing date: **16 JULY 2026**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: .....
- At: .....
  .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

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 table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% ≥ Women ownership	5	
51% ≥ Youth ownership	4	
51% ≥ People living with disability ownership	1	
51% ≥ Veteran ownership	2	
Enterprises located in rural area/township	1	
Black-owned business with 51% ≥ shareholding	7	
Total Points	**20**	

NB: when claiming points, the number of corresponding points must be written, no ticks or crosses will be accepted.eg when claiming 51%>Women ownership write 4 and so on and write the total points claimed at the bottom.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

TERMS OF REFERENCE

PRDP: 02/2026-27 – THE DEVELOPMENT OF LIMPOPO SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PRODUCTIVE REGIONAL DEVELOPMENT PLANS FOR A PERIOD OF NINE (9) MONTHS.

1. PURPOSE

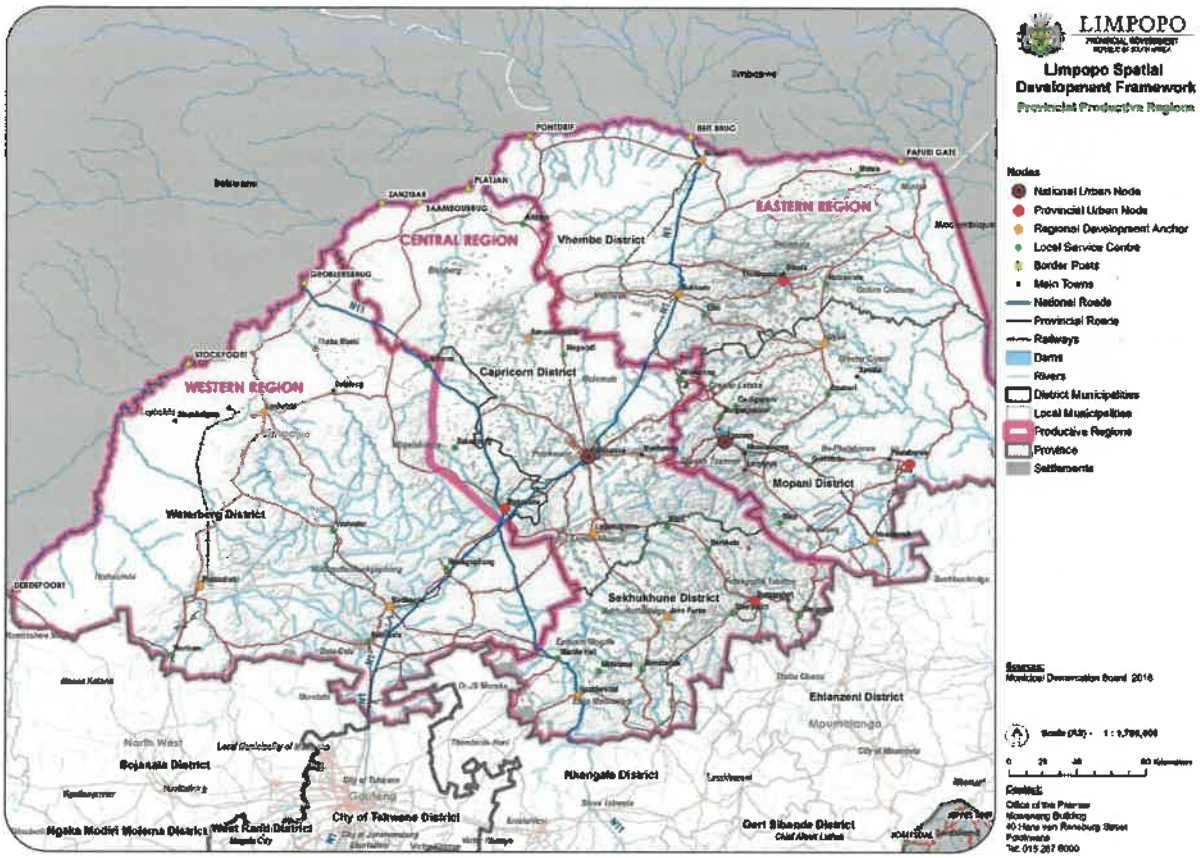
1.1 The purpose of this Terms of Reference (ToR) is to outline the requirements, scope of work and expected outputs for the development of the Limpopo Spatial Development Framework Productive Regional Development Plans for a period of 9 Months.

2. INTRODUCTION

2.1. The LSDF, 2025 has recommended that the successful implementation of the proposals contained in the LSDF will depend on the development of productive regional development plans for the identified regions, namely, (1) Eastern region, (2) Central and (3) Western Region.

2.2. A Productive Region is defined as a functionally linked area with an interconnected system consisting of nodes which serve as *gateways to economic activity, connective infrastructure that is the conduit for moving people, goods and information, areas of value adding urban economic activity* (e.g. manufacturing, retail, services), and areas of value adding rural economic activity (e.g. mining, agriculture and tourism). The map below depicts the identified 3 Productive regions.

2.3. Figure 1: Productive Regional Development Map



3. DEFINITION OF TERMS

3.1 Unless the context indicates otherwise, the following terms used in this bid shall have the following meaning:

3.1.1 "Limpopo Spatial Development Framework 2025 Productive Regional Development Plans" means Provincial Productive Regional Development Plans depicted by figure 1 in 2.3 (i.e. Eastern, Central and Western Region) as approved in the LSDF, 2025.

3.1.2 "Limpopo Spatial Development Framework" means the Limpopo Spatial Development Framework as approved by EXCO on 16 April 2025;

3.1.3 "Productive Regional Development Plans" means the spatial plans for the Western, Central and Eastern Regions as defined in the Limpopo Spatial Development Framework, 2025.

3.1.4 "**Office**" means the Office of the Premier Limpopo

3.1.5 **"Preferential Procurement Regulations, 2022"** means the Preferential Procurement Regulations, 2022 issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

3.1.6 **"Project Manager"** means the person appointed by the Service Provider or the Office as such, responsible for the successful planning, execution, monitoring, control, and closure of the contract;

3.1.7 **"Services"** means

(a) The development of the LSDF Productive Regional Development Plans (i.e. Eastern, Central and Western Region) as approved in the LSDF, 2025, and

(b) delivering the services of the project as outlined in section 9.5.1 on project scope and deliverables; and

3.1.8 **"State Owned Entity - SoE"** means entities established in the province.

4. ACRONYMS

4.1 CSD : Central Supplier Database

4.2 EME : Exempted Micro Enterprise (an enterprise with annual total revenue of less than R10 million)

4.3 EXCO : Executive Council

4.4 GCC : General Conditions of Contract

4.5 GIS : Geographic Information System

4.6 LDP : Limpopo Development Plan

4.7 LSDF : Limpopo Spatial Development Framework, 2025

4.8 MOV : Means of Verification

4.9 OtP : Office of the Premier

4.10 PPPFA : Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000)

4.11 QSE : Qualifying Small Enterprise (an enterprise with annual total revenue of

between R10 million and R 50 million)

4.12 SANS : South African National Standard

4.13 SBD : Standard Bidding Document

4.14 SLA : Service Level Agreement

4.15 SPLUMA : Spatial Planning and Land Use Management Act, Act 16 of 2013

4.16 TOR : Terms of Reference

4.17 VAT : Value Added Tax

5. DURATION OF CONTRACT

5.1 The duration of the project is **Nine (09) months** for the review of in phases from the date of appointment.

6 BACKGROUND

6.1 LSDF was approved by EXCO on 16 April 2025, and gazetted on the 02 May 2025.

6.2 The crafting of LSDF is guided by the Spatial Planning and Land Use Management Act, 2013 (SPLUMA). The Act provides for the development of Provincial Spatial Development Framework which is consistent with the National Spatial Development Framework (NSDF).

6.3 SPLUMA requires that a Provincial Spatial Development Framework should cover the following:

6.3.1 Provide spatial representation of the province's land development policies, strategies and objectives, including its growth and development strategy and in the case of Limpopo province, it would then be the Limpopo Development Plan (LDP).

6.3.2 Indicate the desired pattern of land use in the province, including areas where development in general or certain types of development is not appropriate.

6.3.3 Coordinate and integrate the spatial expression of sectoral plans of provincial departments.

6.3.4 Provide a framework for coordinating municipal SDFs.

6.4 The NSDF has recognised the importance of Productive Rural Regions as "pillars of national resource foundation", including agriculture; mining, tourism, and renewable

energy. The Regions should be supported to ensure strong connectivity of corridors, with service and economic hubs that enable both public and private investment.

6.5 Building on the NSDF, the LSDF sets out three Productive Regions, namely, the Eastern, Central and Western Regions.

6.6 Further, the LSDF recommends that focused development and investment guidelines should be developed for each Productive Region to ensure integrated nodal growth and development.

SECTION A: BUSINESS CASE

7. OBJECTIVE AND SOLUTION

7.1 The objective of the Terms of Reference (ToR) is to guide the procurement of a service provider for the development of Limpopo Spatial Development Framework Productive Regional Plans for a period of 9 months.

7.2 The appointed service provider will be required to undertake comprehensive spatial, socio-economic, and infrastructure assessments within the identified Productive Regions of Limpopo Province. This will include stakeholder engagement processes, regional situational analysis, and integrated development planning to inform evidence-based regional strategies.

7.3 In addition, the service provider will be expected to develop detailed Productive Regional Development Plans that include implementation frameworks, GIS-based spatial mapping outputs, and monitoring and evaluation systems. The assignment must further produce strategic development proposals aimed at enhancing coordinated regional development, infrastructure alignment, and economic growth.

7.4 Ultimately, the Productive Regional Development Plans should strengthen integrated planning systems, improve infrastructure coordination, unlock regional economic potential, and support sustainable spatial transformation in alignment with the LSDF (2025) and broader provincial development priorities.

SECTION B: BIDDER PROFILE/S

8. COMPANY PROFILE

Bidders should furnish the following details about themselves:

8.1 State the name of your entity and give entity particulars such as business address, company and VAT registration numbers, and contact details, if this has not already been noted on the official bid forms, as well as Entity Structure, Management Structure, operating structure, geographical spread, or presence, etc. Only the prime contractor details, in the case of a consortium or joint venture, need to be entered on the official bid forms.

8.2 If you are a member of a consortium or joint venture for this bid, what is your precise role/s in this consortium or joint venture? The overall management structure and business model of the consortium or joint venture must be indicated.

8.3 How long have you been in business? State the date of establishment of the entity and provide proof of registration with the Registrar of Companies if your entity is a company.

8.4 What is your entity's core business, and how long has this been your core business?

8.5 Do you have any standing partnerships or business associations with other entities? If so, provide details and illustrate the relationship/s schematically. Details of your major suppliers of technology products and services proposed in your bid must be provided.

8.6 What is the total complement of your staff?

8.7 What is the complement of your management and technical staff?

8.8 Provide details of your clients in South Africa who make use of products and services similar to the ones you offer in this bid, including names, contact persons and the nature of the installations or services. The Office reserves the right to visit one or more of these clients.

8.9 If you are a value-added reseller or a franchisee, provide proof of accreditation from your principal/s.

8.10 If you are a value-added reseller or a franchisee, is your principal/s prepared to deal directly with the Limpopo Provincial Administration in the event of a service default by yourselves? If so, provide a written backing from your principal/s.

8.11 A consortium or joint venture must submit with their bid a signed copy of their consortium member or joint venture partnership agreement/s that indicates their

expectations of one another and their responsibilities towards one another in respect of their duties to fulfil the obligations of the consortium or joint venture in this bid. Any omission in this regard may invalidate the bid.

8.12 Where consortium / Joint Ventures / Sub-contract is involved; each party must be registered on the CSD and their Tax Compliance status will be verified through the CSD.

SECTION C: TERMS AND CONDITIONS

9. GENERAL TERMS AND CONDITIONS SPECIFIC TO THIS BID

9.1 OFFICIAL SUPPLY CHAIN MANAGEMENT DOCUMENTS AND FORMS

9.1.1 The terms and conditions specified in this bid terms of reference must be read in conjunction with the General Conditions of Contract (GCC), which form an integral part of this bid. Prospective bidders will be well-advised to familiarize themselves with the Preferential Procurement Regulations, 2022.

9.1.2 A bidder must complete all relevant official bid forms/documents issued by the Office of the Premier, Supply Chain Management Unit and submit them as part of the bid.

9.2 BID FORMAT

9.2.1 A bid must conform to or exceed the minimum requirements set out in these terms of reference.

9.2.2 Replies to this bid must be inclusive of all requirements as stipulated at 7.4 (functional technical terms of reference of the development of the LSDF Productive Regional Development Plan (PRDP).

9.2.3 Each bid must contain a precise description as outlined in 7.2.2. and 7.4. including technical specifications of the development of the LSDF Productive Regional Development Plan (PRDP).

9.2.4 Each bid must contain a precise description of the service being offered, including technical specifications of the service being proposed. A full fact sheet, data sheet or

brochure of the service offered must be provided. No reference to a website in lieu of this information will be accepted.

9.2.5 Services must be individually priced, and all relevant costs must be disclosed in the cost or price schedules.

9.2.6 Each bid proposal must be submitted in duplicate [one (01) hard copy and one (01) soft copy (memory stick with separate folders for Technical File and Price and Specific Goals File)] as indicated below:

Specific Goals File as indicated below:

PACKAGE 1 (TECHNICAL FILE)	**PACKAGE 2 (PRICE & SPECIFIC GOALS)**
Exhibit 1: Pre-qualification_documents (Refer to Clause 9.1: Pre-qualification Criteria (Table 1)	**Exhibit 1:** Price Schedule
Exhibit 2: • Technical Responses • Supporting documents for technical responses	**Exhibit 2:** • SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022
Exhibit 3: • General Conditions of Contract (GCC)	
Exhibit 4: • Company Profile • Any other supplementary information	

9.2.7 Bidders are requested to initial each page of the tender document. A bid that is not accompanied by the appropriate official bid document, duly filled in and signed by the bidder, where this is necessary, will be invalid.

9.2.8 All documents, including binders, submitted in response to this bid will become the property of the Office unless a bidder expressly indicates otherwise. Intellectual property rights contained in the information in the bid, which has been indicated as such, shall remain vested in the bidder. Any confidential information which must be respected by the Office of the Premier must be indicated expressly as such for non-disclosure purposes.

9.3 VALIDITY PERIOD OF BIDS

9.3.1 Bids shall be valid for a period of 120 days calculated from the closing date of this bid.

9.3.2 In addition, all prices quoted in a bid pertaining to support and skills transfer must remain valid and firm for the period of the contract.

9.4 FUNCTIONAL TECHNICAL TERMS OF REFERENCE OF THE REQUIRED SOLUTION SCOPE OF WORK AND THE KEY DELIVERABLE

9.4.1 Compilation of an inception report that details the scope of work, project plan and Stakeholder Mapping

9.4.2 Introduction of the Project to stakeholders

9.4.3 Status-Quo Analyses and needs assessment, including regular stakeholder consultation.

9.4.4 Compilation of the draft Productive Regional Development Plans including proposals and Implementation Plan

9.4.5 Stakeholder consultation on the Draft Productive Regional Development Plans including proposals and Implementation Plan. Conduct working sessions with spatial planners in departments, municipalities, SoEs, Institutions of higher learning, private sector and Traditional Leaders.

9.4.6 Incorporation of the Inputs from stakeholder engagements.

9.4.7 Final submission of the Draft Regional Development Plans including proposals and Implementation Plan together with the monitoring and evaluation framework, risk management plan and budget framework.

9.5 PROJECT ACTIVITIES, DURATION AND BUDGET

9.5.1 Specific activities to be carried out by the Service Provider in generating the above outputs must be detailed in the proposal contained in the bid. All work associated with this project will be completed within a period of **Nine (09) Months** in phases as in the table below:

Table 1

Phases	**Deliverables and components**	**Time frame (estimate)**	**Payment %**	**Responsibilities**
Phase 1	Inception report and Stakeholder Mapping	1 Month	10%	Service provider
Phase 2	Introduction of the Project to stakeholders			
Phase 3	Status-Quo Analyses and needs assessment, stakeholder consultation	3 months	20%	Service provider
Phase 4	Compilation of the draft Productive Regional Development Plans including proposals and Implementation Plan	2 months	30%	Service provider
Phase 5	Stakeholder	1 month	10%	Service provider

	consultation on the Draft Productive Regional Development Plans including proposals and Implementation Plan			
Phase 6	Incorporation of the Inputs from stakeholder engagements.	1 month	10%	Service provider
Phase 7	Final submission of the Draft Regional Development Plans including proposals and Implementation Plan	1 month	20%	Service provider

9.5.2 In preparing the financial proposal, the appointed service provider is expected to consider the requirements and conditions of the Terms of Reference documents. The financial proposal should list all costs associated with the project. The expenses for the conference facility and catering of stakeholders (Provincial Spatial Planners in Provincial Departments, Municipalities, SOEs; Institution of Higher Learning, Private Sector, Traditional Leaders) will be incurred by the Office of the Premier.

9.5.3 A comprehensive budget must be provided in a separate (Package 2: Price and Specific goals) envelope inclusive of all disbursement costs, expenses and vat.

9.6 REPORTING

9.6.1 The appointed Service Provider shall report to the Deputy Director General responsible for Planning Coordination, Monitoring and Evaluation in the Office of the Premier. The Service Provider shall be expected to provide regular reports to the Office on the set key deliverables between the Service Provider and the Office.

9.7 EDUCATION AND SKILLS REQUIREMENTS

9.7.1 The Staff component of the Service Provider must include a project manager with a B Tech or bachelor's degree in Town/Urban and Regional Planning, must be registered with the relevant professional bodies and experienced in Spatial Development Frameworks/ Regional Spatial Plans/ Spatial Precinct Plans.

9.7.2 The Staff component of the Service Provider must include a team of technical experts experienced in Spatial Development Frameworks/ Regional Spatial Plans/ Spatial Precinct Plans.

9.7.3 The bidder must have expertise in:

a) Developing Spatial Development Frameworks /Regional Plans / Spatial Precinct Plans;
b) Infrastructure Planning;
c) Economic Planning as part of Spatial Development;
d) Geomatics / Geo-informatics / Geographic Information System (GIS) applications; and
e) Communication skills both verbally and in written form for report writing and PowerPoint presentation skills

9.8 ENABLING POLICY AND REQUIREMENTS

9.8.1 The following are the documents that need to be consulted and reviewed as reference materials, though the list below is not exhaustive:

a) Spatial Planning and Land Use management Act, 2013 (Act No.16 of 2013)
b) Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015
c) National Development Plan 2030
d) Limpopo Development Plan 2025- 2030

e) National Spatial Development Framework, 2022

f) Limpopo Spatial Development Framework 2025

g) Municipal SDFs in Limpopo Province

9.9 PRIME CONTRACTOR RESPONSIBILITIES

9.9.1 In the event of a consortium bid or joint venture, a prime contractor is required to take charge of the entire project and to provide a single interface between the bidder and the Office. Therefore, in the event of a consortium bid or joint venture, one of the bidders should be designated as the prime contractor. The prime contractor shall assume total responsibility for the implementation and support of the contact centre service solution proposal, regardless of any sub-contracting agreements entered into by and amongst the consortium or joint venture parties and regardless of any agreements entered by any of the consortium or joint venture parties with a third party outside the consortium or joint venture.

9.9.2 The Office shall have the right to have insight at any time into any agreement or contract entered by the successful bidder. It should be indicated expressly whether such access will be granted or not.

9.10 CONTRACTUAL IMPLICATIONS

9.10.1 Bid Acceptance

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement prepared by the Office within seven (7) days of the conditional award. This bid, together with its terms, conditions and terms of reference, the bid response (excluding the bidder's own terms and conditions), and the GCC will form part of the contract between the Office and the successful bidder.

9.10.2 The contract or agreement or any part thereof shall not be subcontracted or sublet by the bidder to any other party without the prior written consent of the Accounting Officer of the Office after the bid has been awarded. In the event of any sub-contracting, the bidder shall bear full responsibility for the quality of work carried out by a sub-contractor, for the quality of products used by the sub-contractor, and for on LPA

premises activities of the sub-contractor.

9.10.3 The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Office.

9.10.4 Variations and amendments to the contract shall be valid only if they are done in writing and by mutual consent.

9.10.5 Any contract or agreement between the Office and the successful bidder shall be governed by the laws of the Republic of South Africa.

9.11 INTELLECTUAL PROPERTY RIGHTS

9.11.1 Copyright to all inventions and innovations developed using the products and methodologies offered by the bidder shall be vested in the Limpopo Provincial Administration and in the State in general. Copyright, patent rights and all similar rights in any works or products created because of the execution of this bid and its assignments shall vest in and are hereby transferred to the Office, unless the contrary is agreed to in the form of individual written agreements signed by the bidder and the Accounting Officer of the Office or his/her delegate. For this purpose, all works created in terms of this bid and its assignments shall be deemed to have been created under the direction and control of the Office.

9.11.2 All data, data structures, forms and report formats designed or generated in the provision of all project deliverables shall become the sole and exclusive property of the Limpopo Provincial Administration immediately upon acceptance of the service or service component. It is the responsibility of the service provider to hand back all data, data structures, forms and report formats to the Limpopo Provincial Administration at the end of the contract.

9.12 PRICING AND PRICE SCHEDULES

9.12.1 The bidder must submit a cost breakdown/s which must indicate in detail, per product or service, and per item under 9.5.1 to ensure that the total cost is provided for a period of nine (9) months.

9.12.2 The bidder must prepare a cost breakdown/s or price schedule which must be signed by the authorized signatory, indicating costs per phase, including contingency costs and total price for the duration of the contract. Failure to comply with this requirement will result in disqualification of the bid.

9.12.3 All prices must be in South African currency and must include Value Added Tax (VAT).

9.12.4 All prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, regardless of the reasons for such request.

9.12.5 A bidder must specify details of any discounts of list prices that have been considered in the calculation of prices.

9.12.6 The price schedule must make provision for the costs for workshops, travelling, client meetings and refresher training sessions as set out in the training plan.

9.12.7 The Service Provider cannot approach the Office for any additional payments in respect thereof.

9.12.8 The price schedule must be submitted in a separate and sealed envelope but be included in the bid package.

9.13 DEMONSTRATIONS AND PRESENTATIONS

9.13.1. After the bid closing date, the Office may call for presentations and demonstrations of Limpopo Spatial Development Framework Productive Regional Development Plans proposals. A bidder must be prepared to do so at a venue that is convenient to the Office, depicting a live environment. The Office will be responsible for all venue and catering costs. Any costs associated with the presentation or demonstration shall be borne by the bidder.

9.14 SERVICES

9.14.1 The Service Provider will be responsible for the development of Limpopo Spatial Development Framework Productive Regional Development Plans.

9.14.2 The Office will pay for all the deliverables as outlined in the contract.

9.14.3 The Office will be responsible for logistics (venue and catering) during the working

sessions.

9.14.4 The bidder will be responsible for their traveling and accommodation costs during the working sessions.

9.15 PROTECTION OF GOVERNMENT INFORMATION

9.15.1 The bidder hereby agrees and undertakes to abide by and adhere to government legislation, regulations and directives dealing with the protection of government information as if such legislation, regulations and directives apply to the bidder, and that all reasonable steps shall be taken to ensure that persons under the management of the bidder who will be engaged in the fulfilment of the bidder's contractual obligations are aware of these statutory requirements, and that these statutory stipulations will continue to apply to them even after termination of the contract or agreement or termination of their services with the bidder.

9.15.2 The entity will be vetted as well as its staff, contractors, agents and their associates, and the cooperation and facilitation of the bidder in this regard is a condition of this bid.

9.16 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with their duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the Office.

9.17 SPECIAL CONDITIONS OF THIS BID

9.17.1 Bidder's own terms and conditions or qualification of bid

This document contains the terms and conditions of this terms of reference, and bidders must not qualify the terms of reference or generate their own terms and conditions. If a Bidder does this, that bid may be disqualified.

9.17.2 The successful Bidder must–

a. comply with all the terms of reference and standards outlined in this bid;

b. comply with all legislation, SANS and best industry practices applicable to the successful bidders and the rendering of the services;
c. use and adopt reasonable professional techniques and standards in providing the service;
d. monitor project implementation against set targets, costs and timeframes.
e. provide the services with all due care, skill and diligence;
f. ensure continuity of services to the Office;
g. execute the contract under the supervision of the project manager and comply with any directive of the project manager
h. ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidders must have systems in place to monitor compliance in this regard;
i. obtain the signature of the project manager on all documents or reports submitted by the successful bidders to the Office;
j. appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the Office and the successful bidder;
k. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The Office may interview any person appointed by the successful bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
l. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the Office to assist it in fulfilling its obligations;
m. ensure that it does not, in the process of fulfilling its obligations in terms of the contract, use any labour or intellectual capacity of any employee of the state, including employees of the Office, for remunerative purposes, unless such employee has the necessary written authorization;
n. upon notice by the Office, revise or amend any report that the Office is not satisfied with, within a time period specified by the Office in that notice; and

o. immediately upon receipt of a notice from the Office, promptly re-execute any portion of the services that are found to be in non-conformity with the contract. The successful Bidder is liable to the Office for any other cost, damages or losses incurred or suffered by the Office as a result of such non- conformity.

9.17.3 RESERVATION OF RIGHTS:

The Office reserves the right to–

a. invite bidders to make presentations regarding any aspect (s) of the bid;
b. request further information or document(s) from any bidder after closing date;
c. verify information and documentation of any bidder;
d. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
e. accept part of a tender rather than the whole tender;
f. not make an award;
g. enter into price negotiations with the preferred bidder;
h. cancel and/ or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after
i. tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such; and
j. appoint a third party to evaluate the bidder's compliance with any aspect of this contract.

9.17.4 PAYMENT CONDITIONS

a. The Service Provider must submit an invoice for any payment to be made, subject to paragraphs (d) and (f) of clause 9.17.4, all invoices shall only become payable 30 days after receipt by the Office.
b. No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute.
c. Subject to paragraphs (d) and (f) of clause 9.17.4, the Office will pay the

Service Provider, within thirty days of the Service Provider submitting an invoice for payment as follows:

Monthly costs in respect of the services rendered over a period of twelve (12) months. These monthly costs are inclusive of the costs as per services acquired under 9.17. The Service Provider may not approach the Office for any additional payments in respect thereof.

d. Payment is—

   (i) subject to the satisfactory discharge of all obligations of Service Provider and delivery of the services to the Office in terms of the contract. The Office will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract; and

   (ii) fixed for the duration of the contract, and the Service Provider may under no circumstances approach or request the Office for an increase in the contract price.

e. Payments will be made by an electronic transfer, into the Service Provider's bank account as appearing on the verified CSD report and invoice of that Service Provider;

f. The Office may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Office may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the Office will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Office. A certificate of indebtedness signed by the Chief Financial Officer of the Office, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Office or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for

such purposes.

g. In the event that the Office institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the Office's legal fees on an Attorney and own client scale.

9.17.5 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the services, the Office may terminate this Agreement in its own discretion or temporarily suspend all or part of services by notice to the bidders, which shall immediately make arrangements to stop the performance of the services and minimize further expenditure: provided that the bidder shall thereupon be entitled to payment in full for the service delivered, up to the date of cancellation.

9.17.6 COSTS INCURRED BY BIDDER

The Office will not be responsible for or pay any expenses or losses which may be incurred by the bidders in the preparation, submission or presentation of its bid.

9.17.7 BID BINDING UPON SERVICE PROVIDER

All written information, warranties and representations made by or on behalf of the bidder before the conclusion of the contract are binding upon the bidders and are deemed to have induced the Office to award the contract to the Service Provider. The Office's rights in terms of this clause are in addition and without prejudice to any other rights, it may have in terms of this contract.

9.17.8 LIABILITY

The Service Provider is responsible and liable for-

a. the conduct, acts and omissions of its employees and the Service Provider's agents or representatives. The Service Provider indemnifies the Office against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and

b. injury to any person, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this

contract or breach of any legislation or statutory duty by the Service Provider or the Service Provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the Office.

9.17.9 WARRANTIES AND REPRESENTATIONS

9.17.9.1 The Service Provider warrants that-

a. the Service Provider has the capacity and resources to render the services as specified;
b. on delivery of the services, the services will be suitable for the purpose stipulated in this contract;
c. the services will comply with these terms of reference. Any unilateral departure by the Service Provider from such term of reference or standards is breach of this contract;
d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
e. the Service Provider will not use any labour or intellectual capacity of any employee of the State, (including the Office) for remunerative purposes, except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof of such permissions must be hand-delivered to the Office at the address for service, on date of signature by the Service Provider of this contract, and an acknowledgement of receipt be obtained by the Service Provider.
f. it is the owner of, or has a good title to all services delivered in terms of this contract; and
g. it shall at all times have and comply with all legal requirements and with the terms and conditions of all necessary licences, certificates, authorisations and consents required under the laws of the Republic of South Africa or under any other applicable jurisdiction for the delivery of services.

9.17.10 TERMINATION OF CONTRACT

9.17.10.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), and ensure that where applicable, natural persons who constitute the bidders comply with the Act. The Office reserves the right to disregard a bid or cancel the contract with the bidder or service provider-

a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the Office, including but not limited to any public servant constituting or in the employ of the bidder or service provider not having the necessary permissions or authorization in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
b. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any state institution, government department, provincial administration or public entity;
c. after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement prepared by the Office;
d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
    i. refrain from bidding for this contract; or
    ii. bid at an agreed price.
e. breaches any applicable SANS, legislation or policy.

9.17.10.2 The Office may immediately terminate the contract without any notice to the Service Provider if any of the following circumstances occur or exist:
If the Service Provider –

a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
b. commits or participates in any unlawful, dishonest or unethical act in the

performance of its obligations under this contract; or

c. breaches this contract twice during the contract period.

9.17.11 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

9.17.12 TAX COMPLIANCE

9.17.12.1 Bidder(s) must be tax compliant when submitting a bid to the Office and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and the Valued Added Tax Act, 1991 (Act No. 89 of 1991).

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

9.17.12.3 The tax compliance status requirements are also applicable to foreign bidders/ individuals who submit bids.

9.17.12.4 Bidders are required to be registered on the CSD and the Office shall verify the bidder's tax compliance status through the CSD.

9.17.12.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

10 BRIEFING SESSION

A compulsory briefing session will be held for all bidders on the date, time and venue as published on the invitation for bid.

11 SUBMISSION OF BIDS

11.1 Bid documents should be deposited in the tender box situated at the premises of the Office of the Premier, Limpopo at 40 Hans van Rensburg Street, Polokwane, before or on the closing date and time as specified in the Limpopo Tender Bulletin and e-Tender Portal. All bids, when they are submitted, must be sealed and must bear the official bid number as well as the title of this request for bids on the outside.

11.2 This request for bids document contains confidential information regarding the Limpopo Provincial Administration. This information has been provided to furnish potential bidders with the data necessary to provide a holistic response. Non-public information received by any party in connection with the engagement described in this document must be treated as confidential. No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of the Office of the Premier. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited. References to the Limpopo Provincial Administration must not be made in any literature, promotional material, brochures or sales presentations without the express written consent of the Office of the Premier.

11.3 The bid will be administered in terms of a two-envelope system. Bidders must simultaneously submit a technical proposal and financial proposal in two (02) separate sealed envelopes marked clearly as follows:

11.3.1 Envelope 1 – Technical proposal (documents needed in this envelope are listed on clause 9.2.6: Package 1)

Name of bidder:
Bid No: PRDP 01/2026-27

Title: THE DEVELOPMENT OF LIMPOPO SPATIAL DEVELOPMENT FRAMEWORK PRODUCTIVE REGIONAL DEVELOPMENT PLANS.

Closing date: **21 JULY 2026**
Closing time: **11h00**

ALL SUPPORTING DOCUMENTS MUST BE INCLUDED IN THIS ENVELOPE.
NO PRICING WHATSOEVER MUST BE INDICATED IN THIS ENVELOPE.

BIDDERS WHO INCLUDE THE PRICE IN THIS ENVELOPE WILL BE DISQUALIFIED.

11.3.2 Envelope 2 – Financial Proposal (documents needed in this envelope are listed in clause 7.2.6: Package 2)

Name of Bidder:
Bid No: PRDP 01/2025-26

Title: THE DEVELOPMENT OF LIMPOPO SPATIAL DEVELOPMENT FRAMEWORK PRODUCTIVE REGIONAL DEVELOPMENT PLANS.

Closing date: **21 JULY 2026**
Closing time: **11h00**

Only bidders who score **75** out of **100** possible points for functionality will be evaluated on the financial proposal and Preference Points. **Envelope 2** will only be opened if a bidder has obtained **75** or more points on the technical proposal contained in Envelope 1.

12. EVALUATION AND SELECTION CRITERIA

The Office has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in paragraph 12.1 (Table 1) below. Only bidders that comply with	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Gate 2 (Price	Bidder(s) will be evaluated on price and Specific goals claimed points

ALL these criteria will proceed to Gate 1.	and Specific goals)	

12.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of the Office's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents:

Table 1: Documents that must be submitted for Pre-qualification.

Documents that must be submitted	**Non-submission may result in disqualification?**	
Original Bid Document	YES	Duly completed and signed.
Invitation of Bid – SBD 1	YES	Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on Specific goals.
Proof of registration on Central Supplier Database (attach detailed CSD report)	NO	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Company Registration Certificate (CIPC document)	NO	Valid copy of CIPC Company Registration Certificate of a bidder (Originally Certified)

Bid Proposal's Soft copy	NO	Bid Proposal on a soft copy (memory stick – two separate branded folders)
Bidders' consortium or joint venture agreement	YES	The consortium or joint venture agreement must be legally compliant with the laws applicable to such consortium or joint venture agreement and must be signed by both parties.

12.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria.

Only Bidders that have met the **Pre-Qualification Criteria** will be evaluated in **Gate 1** for functionality. Functionality will be evaluated:

i. In accordance with the Evaluation Criteria for technical functionality listed in Annexure A

ii. out of 100 points and Bidders are required to achieve minimum threshold of **75** points to proceed to **Gate 2 for Price and Specific goals evaluations**.

iii. As part of due diligence, the Office may conduct a site visit at **the bidder's place of business (as per the physical address provided by the bidder on SBD1)** and/ or at a client of Bidder (reference) for validation of the previously services rendered. **The bidder must include the details of the client (reference) to facilitate such validation.** The choice of the site will be at the Office's sole discretion.

12.3 Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points

Only Bidders that have met the 75 points thresholds in **Gate 1** will be evaluated in **Gate 2 for Price and Specific goals** as follows:

In terms of regulation 6 of the Preferential Procurement Regulations, 2022, responsive bids will be adjudicated on the 80/20 Preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

12.3.1 Stage 1- Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

The following formula will be used to calculate the points for price:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

12.3.2 Stage 2 – Specific goals Evaluation (20 points)

a. Specific goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their Specific goals in accordance with the table below:

Historically Disadvantaged Individuals	Number of Points (20 System)	Bidder's Claimed Points (Indicate the points)	Means of Verification
51% ≥ Women ownership	5		To be verified through CSD.
51% ≥ Youth ownership	4		To be verified through CSD.
51% ≥ People living with disability ownership	1		The bidder must attach a medical certificate from a qualified doctor.

51% ≥ Military Veteran ownership	**2**		The bidder must attach the Happy letter/Military Veteran Confirmation letter which reflects the force number and/or identity number.
Enterprises located in rural area/township	**1**		The bidder must attach a letter from the municipality, lease agreement or tribal authority not more than 12 months (NB: Letter to be in the Enterprise name)
Black-owned business with 51% ≥ shareholding	**7**		To be verified through CSD.

Specific goals points may be allocated to bidders on the submission of the following documentation or evidence:

- A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1).

b. Joint Ventures, Consortium and Trusts

A trust, consortium or joint venture, will qualify for points for their Specific goals as a legal entity, provided that the entity claims the points and submits proof where necessary.

A trust, consortium, or joint venture will qualify for points for its Specific goals as an unincorporated entity, provided that the entity submits its consolidated Specific goals scorecard as if it were a group structure and such a consolidated Specific goals scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The consortium or joint venture agreement must be legally

compliant with the laws applicable to such consortium or joint venture agreement. The Office will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner (Prime Contractor) and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner (Prime Contractor), who shall be given the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12.3.3 Stage 3 (80 + 20 = 100 points)

The Price and Specific goals points will be consolidated.

13 REQUESTS FOR ADDITIONAL INFORMATION

13.1 **For purposes of audit of the bid process, any request by a bidder for additional information or clarification 7 working days before the closing date of the bid must be done in writing. Queries may be directed to the following e-mail address: tenders@premier.limpopo.gov.za**

13.2 No telephonic or physical contacts (saved for collection of soft copies of the bid specifications) with the officials shall be entertained.

13.3 During the bid evaluation process, additional information or clarifications may be sought by the Office. For this purpose, a bidder must provide contact details. Written responses to requests for such information or clarification must be provided within 2 days. Failure to supply the information or clarification or to do so within the required timeframe may invalidate the bid.

ANNEXURE A

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA-FUNCTIONALITY

Folio no.	Criteria	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		100	
1.	**Existence of a Business Address**		**5**	
i)	*No existence of a Business Address / business address which differs from SBD 1 form*		*0*	
ii)	*Existence of a Business Address*	*Provide proof of business address, the same as in SBD 1 form (valid signed Lease agreement for the business/ Municipal rates Bill / any other provable Means of verification e.g. letter from traditional council, etc)* *(NB: Evidence will be verified)*	*5*	
2.	**Bidder's capacity and experience: Bidder's relevant experience in developing Spatial Development Frameworks/ Regional Spatial Plans/ Spatial**		**20**	

	Precinct Plans			
2.1.	**Number of projects**		**15**	
i)	*No project*		*0*	
ii)	*1-2 completed project*	*Bidder(s) to attach a list of contactable references with reference letters/completion letters for successfully completed projects* *(NB: Evidence will be verified)*	*5*	
iii)	*3-5 completed projects*		*10*	
iii)	*6 and more completed projects*		*15*	
2.2.	**Number of Team Members with required qualifications**		**5**	
i)	*0-3 members or no appointment letter(s) attached*		*0*	
ii)	*4-5 members*	*Bidder(s) to attach copies of appointment letters on the project.* *(NB: Evidence will be verified)*	*3*	
iii)	*6 and above members*		*5*	
3.	**Productive Regional Development Plans Team**		**75**	
3.1.	***Project Manager Qualifications***		***10***	
i)	*No relevant qualification*		*0*	
ii)	*NQF level 7 in Town/Urban and Regional Planning*	*Bidder(s) to attach copies of Qualifications* *(NB: Evidence will be verified)*	*7*	
iii)	*NQF level 8 and above in Town/ Urban and Regional*		*10*	

	Planning			
3.2	***Registration of Project Manager with relevant professional body in Town and Regional Planning***		***5***	
i)	*No Registration as a Professional Planner*		*0*	
ii)	*Registration as a Professional planner*	*Bidder(s) to attach copies of valid registration certificate (NB: Evidence will be verified)*	*5*	
3.3	***Relevant Experience of Project Manager in developing Spatial Development Frameworks/ Regional Spatial Plans/ Spatial Precinct Plans in different months/days accumulated to be converted into a year(s).*** ***The experience running concurrently in different institutions will be counted once.***		***10***	
i)	*Not meeting the minimum required experience 0-11 months, with the days in the last month reduced by one day, no points will be awarded*		*0*	

ii)	*12-36 Months*	*Bidder(s) to attach Curriculum Vitae (CV), including references, for the Project Manager indicating relevant experience developing Spatial Development Frameworks/ Regional Spatial Plans/ Spatial Precinct Plans.* *(NB: Evidence will be verified)*	*2*	
iii)	*37-60 months*		*7*	
iv)	*61 months and above*		*10*	
3.4	***Technical Expert Qualifications in Town/Urban and Regional Planning***		***6***	
i)	*No relevant Qualification*		*0*	
ii)	*NQF level 7 in Town/Urban and Regional Planning*	*Bidder(s) to attach copies of Qualifications* *(NB: Evidence will be verified)*	*4*	
iii)	*NQF level 8 and above in Town/Urban and Regional Planning*		*6*	
3.5	***Technical Expert relevant experience in Town/Urban and Regional Planning***		***7***	
i)	*Not meeting the minimum required experience 0-11 months, with the days in the last month reduced by one day, no points will be awarded*		*0*	
ii)	*12-36 Months*	*Bidder(s) to attach a Curriculum Vitae (CV), including references,*	*1*	
iii)	*37-60 months*		*5*	

iv)	*61 months and above*	*for technical expert, indicating relevant experience in Town/Urban and Regional Planning* *(NB: Evidence will be verified)*	*7*	
3.6	***Registration of Technical Expert with relevant professional body in Town/Urban and Regional Planning***		***5***	
i)	*No Registration as a Professional Planner*		*0*	
ii)	*Registration as a Professional Planner*	*Bidder(s) to attach copies of valid registration certificate* *(NB: Evidence will be verified)*	*5*	
3.7	***Technical Expert Qualifications in Geomatics / Geo-informatics / Geographic Information System (GIS)***		***5***	
i)	*No relevant Qualification*		*0*	
ii)	*NQF level 6-7 in Geomatics / Geo-informatics / Geographic Information System (GIS)*	*Bidder(s) to attach copies of Qualifications* *(NB: Evidence will be verified)*	*3*	
iii)	*NQF level 8 and above in Geomatics / Geo-informatics / Geographic Information System (GIS)*		*5*	

3.8	***Technical Expert relevant experience in Geomatics / Geo-informatics / Geographic Information System (GIS)***		***5***	
i)	*Not meeting the minimum required experience 0-11 months, with the days in the last month reduced by one day, no points will be awarded*		*0*	
ii)	*12-36 Months*	*Bidder(s) to attach Curriculum Vitae (CV), including references, for the technical expert indicating relevant experience in Geomatics / Geo-informatics / Geographic Information System (GIS)* *(NB: Evidence will be verified)*	*1*	
iii)	*37-60 months*		*3*	
iv)	*61 months and above*		*5*	
3.9	***Registration with relevant professional body in GIS***		***3***	
i)	*No Registration as a Technician/technologist/professional*		*0*	
ii)	*Registration as a Technician/technologist/professional*	*Bidder(s) to attach copies of valid registration certificate* *(NB: Evidence will be verified)*	*3*	
3.10	***Technical Expert in***		***5***	

	Infrastructure planning related qualifications			
i)	*No relevant Qualification*		*0*	
ii)	*NQF level 6-7 in Civil Engineering*	*Bidder(s) to attach copies of Qualifications* *(NB: Evidence will be verified)*	*3*	
iii)	*NQF level 8 and above in Civil Engineering*		*5*	
3.11	***Technical Expert relevant experience in Infrastructure planning***		***5***	
i)	*Not meeting the minimum required experience 0-11 months, with the days in the last month reduced by one day, no points will be awarded*			
ii)	*12-36 Months*	*Bidder(s) to attach Curriculum Vitae (CV), including references, for the technical expert indicating relevant experience in Infrastructure Planning* *(NB: Evidence will be verified)*	*1*	
iii)	*37-60 months*		*3*	
iv)	*61 months and above*		*5*	
3.12	***Technical Expert Qualifications related to Economic planning***		***5***	
i)	*No relevant Qualification*			
ii)	*NQF level 6-7*	*Bidder(s) to attach copies of Qualifications*	*3*	
iii)	*NQF level 8 and above*		*5*	

		(NB: Evidence will be verified)		
3.13	***Technical Expert relevant experience in Economic planning***		***4***	
i)	*Not meeting the minimum required experience 0-11 months, with the days in the last month reduced by one day, no points will be awarded*		*0*	
ii)	*12-36 Months*	*Bidder(s) to attach Curriculum Vitae (CV), including references, for the technical expert indicating relevant experience in Economic Planning* *(NB: Evidence will be verified)*	*1*	
iii)	*37-60 months*		2	
iv)	*61 months and above*		4	
TOTAL-FUNCTIONALITY*			**100**	
PRICE			**80**	
SPECIFIC GOALS			**20**	

*** Bidders are required to achieve a minimum threshold of 75 points to proceed to Price and Specific goals points evaluations.**

ANNEXURE B

EXPERIENCE ANALYSIS FORM FOR PROJECT MANAGER AND TECHNICAL EXPERTS

ITEM NO	ORGANISATION	PERIOD	NUMBER OF MONTHS		REFERENCE
	Where services were rendered	Start date & End Date	How many months		Attach Letter from the client
			Months	Days	
TOTAL NUMBER OF EXPERIENCE					

NAME OF THE BIDDER: _____

_____ _____

SIGNATURE **DATE**

-END OF DOCUMENT-

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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