

NW- TEN 02 (002) 2025/2026

APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT WITH TOWN PLANNING, SETTLEMENT FORMALISATION, LAND TENURE UPGRADING AND RELATED SPECIALIST SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

THERE WILL BE NO BRIEFING SESSION.

CLOSING DATE: 29TH SEPTEMBER 2026

CLOSING TIME: 11H00 A.M

**ADDRESS: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
NORTH WEST PROVINCIAL SHARED SERVICE CENTRE
CORNER JAMES MOROKA & SEKAME DRIVE
WEST GALLERY, GROUND FLOOR, MEGACITY
MMABATHO, 2735**

FOR FURTHER ENQUIRIES:

TECHNICAL ENQUIRIES

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BID RELATED ENQUIRIES

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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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

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

Js General Conditions of Contract (revised July 2010)



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Private Bag X74, MMABATHO, 2735; Cnr James Moroka & Sekame Drive, Megacity,
MMABATHO, 2735 Tel: 018 388 7044; Website: www.dlrrd.gov.za

LA 1.1

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

BID NUMBER: NW-TEN 02 (002) 2025/2026

CLOSING TIME: 11H00

CLOSING DATE: 29 SEPTEMBER 2025

BID RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the LA1.1, General Conditions of Contract (GCC), LA 1.3, SBD1, SBD 4 and Terms of reference (TOR)
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/ provide the reference number on SBD 1 form of the bid document.
4. After the mandatory requirements compliance check the proposals will be evaluated against the evaluation criteria set out on the Terms of Reference.
5. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Tender number and tender description, Name and Address of the bidder and closing date of the bid.

Yours faithfully

SIGNED
ACQUISITION MANAGEMENT
4 SEPTEMBER 2025

MAP TO BIDDER BOX (BID BOX)

NW-TEN 02 (002) 2024/2025

CLOSING DATE: 29 SEPTEMBER 2025 AT 11H00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Land Reform and Rural Development
Acquisition Management
(BIDS)
CORNER JAMES MOROKA & SEKAME DRIVE
GROUND FLOOR, MEGA CITY WEST GALLERY
MMABATHO
2735**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF LAND REFORM & RURAL
DEVELOPMENT IS
OPEN 24 HOURS A DAY, 7 DAYS A
WEEK. THE BID BOX WILL BE CLOSED
AT 11H00 WHICH IS THE CLOSING TIME
OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT
ADDRESS**

SUBMIT YOUR BID IN A SEALED ENVELOPE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	NW-TEN 02 (002) 2025/2026	CLOSING DATE:	25 SEPTEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT WITH TOWN PLANNING, SETTLEMENT FORMALISATION, LAND TENURE UPGRADING AND RELATED SPECIALIST SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR JAMES MOROKA & SEKAME DRIVE					
WEST GALLERY, MEGACITY					
MMABATHO					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	BOIKETLO LEKOMA		CONTACT PERSON	POGISO GOLELE	
TELEPHONE NUMBER	018-388-7113		TELEPHONE NUMBER	018-388-7096	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Boiketlo.Lekoma@dlrrd.gov.za		E-MAIL ADDRESS	Pogiso.Golele@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

.....

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

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

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



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



CHIEF DIRECTORATE: NORTH WEST PROVINCIAL SHARED SERVICE CENTRE
Cnr James Moroka & Sekame Drive, West Gallery, Megacity, Mmabatho 2735; Private Bag X 74, Mahikeng, 2745.
Tel +27 (0) 18 388 7042; Website: www.dlrrd.gov.za

Enq: Mr Tukisetso Kopele
Tel: 018 388 7016

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT WITH TOWN PLANNING, SETTLEMENT FORMALISATION, LAND TENURE UPGRADING, AND RELATED SPECIALIST SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. BACKGROUND AND INTRODUCTION

- 1.1. The Department of Land Reform and Rural Development, through the Directorate: Spatial Planning and Land Use Management Services in the North West Province, seeks to appoint a panel of qualified and experienced professional service providers. The panel will support the delivery of town planning, settlement formalisation, land tenure upgrading, and related specialist services for a period of thirty-six (36) months.
- 1.2. The purpose of the panel is to strengthen the Department's capacity to implement its legislative mandate in accordance with the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA), by providing technical and professional support in executing spatial planning functions at both provincial and municipal levels.
- 1.3. The panel will also support the Department in advancing settlement formalisation and land tenure upgrading in communal and traditional areas, in line with SPLUMA and other applicable legislation. Specific areas of support include:

- a) Facilitating the formalisation of settlements through the preparation of compliant layout plans, land use regularisation, and statutory



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applications for township establishment, aligned with SPLUMA and relevant municipal planning frameworks;

- b) Supporting land tenure upgrading in areas under traditional leadership, including converting informal or off-register rights (e.g. Permission to Occupy) into legally recognised tenure, in line with the Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991), and the Interim Protection of Informal Land Rights Act, 1996 (Act No. 31 of 1996);
- c) Undertaking or coordinating specialist studies required to support development processes, including (but not limited to) environmental assessments, engineering service reports, social impact assessments, cadastral surveys, and geotechnical investigations, to promote lawful, implementable and sustainable development.

1.4. The objectives of the Spatial Planning and Land Use Management Act, 2013 (SPLUMA) are to:

- a) Establish a uniform, effective, and comprehensive system of spatial planning and land use management applicable throughout the Republic of South Africa;
- b) Ensure that such a system promotes social and economic inclusion;
- c) Provide for the application of development principles, norms, and standards to guide spatial planning and land use decisions;
- d) Promote the sustainable and efficient use of land in all spheres of government;
- e) Facilitate cooperative governance and intergovernmental coordination in spatial planning and land use management; and
- f) Redress the spatial imbalances of the past and ensure equity in the application of planning and land use management systems.



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- 1.5. The National Development Plan – Vision 2030 (NDP), which was approved by Cabinet in 2012, identifies the need for a National Spatial Framework (247:2012). It further outlines key areas and issues that the NSDF should address. The NDP, as well as other key government programmes and development initiatives, finds expression spatially through the NSDF. This will ensure that all provinces and municipalities are guided by a national agreed-upon vision for the development of the country.
- 1.6. The National Development Plan (NDP) vision 2030 and the Spatial Planning and Land Use Management Act of 2013 (SPLUMA) stresses the need for spatial transformation to address spatial inefficiencies and inequalities in the South African landscape.
- 1.7. The key functional elements of a comprehensive land use management and spatial planning system include, but are not limited to, the following components:
- a) **Land Use Schemes (LUS):** Regulatory tools that include zoning maps and development controls to manage the use and development of land in accordance with the SDF.
 - b) **Property Valuation Systems and Rates Databases:** Systems for determining property values and maintaining records to support municipal rating and taxation processes.
 - c) **Cadastral and Property Information Databases:** Geospatial and legal records of land parcels, including ownership, boundaries, and title deed information.
 - d) **Valuation Rolls and Supporting Systems:** Formal registers of property values used for rating purposes, supported by software and data management tools.



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- e) **Infrastructure Services Databases:** Spatial and technical data on bulk and internal infrastructure, including water, electricity, sanitation, and roads, to inform planning and service delivery.
- f) **Tenure Information and Upgrading Systems:** Data and tools to manage land tenure, particularly in informal or traditional areas, and to support tenure security and upgrading initiatives.
- g) **Environmental Management and Systems:** Tools and data used to assess environmental constraints and opportunities, integrate land capability assessments, and support sustainable land use decisions.
- h) **Transportation Management and Systems:** Frameworks and data supporting the planning, regulation, and development of transport networks, including roads and public transport routes.
- i) **Geographic Information Systems (GIS):** Spatial data platforms and analytical tools used to support decision-making, mapping, and spatial analysis.

2. OBJECTIVES

2.1 PURPOSE

The objective of this Terms of Reference is to appoint a panel of qualified and experienced Service Providers to assist the Department of Land Reform and Rural Development in delivering a range of town planning and related professional services over a defined contract period of thirty-six (36) months. The panel will form part of the Department's database of pre-approved service providers who may be engaged on an as-and-when-required basis.

2.2 REQUIRED AREAS OF EXPERTISE

The panel must demonstrate capacity and experience in the following areas:

2.2.1 Township Establishment

- Layout planning, statutory applications, and preparation of specialist reports.



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- Full township establishment processes from pre-feasibility through to proclamation.
- Navigation of statutory planning procedures.
- Alignment with Municipal Spatial Development Frameworks (SDFs), Land Use Schemes (LUS), Integrated Development Plans (IDPs), and SPLUMA requirements.

2.2.2 Settlement Formalisation

- Formalisation of settlements.
- Compliance with planning frameworks and integration with municipal governance.

2.2.3 Land Tenure Upgrading (Particularly in Communal and Traditional Areas)

- Tenure upgrading within communal and traditional authority areas.
- Conversion of Permission to Occupy (PTO) rights to secure tenure such as freehold.
- The conclusion of the township establishment through the opening of a township register.
- Support in the Facilitation of state land release.
- Support for participatory planning under traditional councils.

2.3 APPLICABLE LEGISLATION

All services rendered must align with relevant legislation, including but not limited to :

- Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013),
- Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000),
- Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991),
- Interim Protection of Informal Land Rights Act, 1996 (Act No. 31 of 1996), and
- State Land Disposal Act, 1961 (Act No. 48 of 1961)



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- State Land Lease and Disposal Policy, 2024

2.4 SETTLEMENT FORMALISATION AND TOWNSHIP ESTABLISHMENT: REQUIRED SERVICES AND COMPETENCIES

2.4.1 Core Services

- Formalisation of settlements.
- Full township establishment processes.
- Compliance with planning legislation and statutory approvals.
- Coordination with traditional council governance.

2.4.2 Technical Competencies

- Project Management
- Layout Planning
- Town and Regional Planning
- Land Use Management Applications (e.g., rezoning, consent use, subdivision, consolidation)
- Policy and Strategic Planning (including LUS, IDPs, and sector integration)

2.5 LAND TENURE UPGRADING: REQUIRED SERVICES AND COMPETENCIES

2.5.1 Core Services

- Tenure upgrading in communal areas under traditional leadership.
- Legal conversions of informal land rights.

2.5.2 Technical Competencies

- Land Tenure Upgrading Plans
- Land Legal Advisory Services
- Cadastral and Land Surveying (including SG diagram preparation and boundary verification)



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2.6 SPECIALIST STUDIES SUPPORTING TOWNSHIP ESTABLISHMENT, SETTLEMENT FORMALISATION, AND TENURE UPGRADING

Service Providers must be able to undertake or coordinate the following technical studies and support services:

2.6.1 Spatial and Development Planning

- Township Establishment (Layout Planning)
- Land Development Applications
- Integrated Spatial Development Planning
- Strategic and Integrated Planning

2.6.2 Environmental and Sustainability Services

- Environmental Impact Assessments (EIAs)
- Scoping and Basic Assessment Reports
- Biodiversity and Ecological Assessments
- Noise and Air Quality Assessments
- Climate Resilience and Green Infrastructure Planning

2.6.3 Engineering and Infrastructure Planning

- Civil and Municipal Engineering Reports (roads, water, sewer, stormwater, electricity)
- Traffic Impact Assessments (TIAs)
- Geotechnical Investigations (e.g., Dolomite Study)
- Floodline and Hydrological Studies

2.6.4 Social and Heritage Assessments

- Social Impact Assessments (SIAs)
- Heritage Impact Assessments (HIAs)



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2.6.5 Legal, Surveying and Tenure Support

- Land Tenure Upgrading Plans,
- Legal Advisory Services (e.g., Conveyancing),
- Cadastral and Land Surveying.

2.6.6 Financial and Cost Planning

- Quantity Surveying Services
- Cost-Benefit Analysis and Feasibility Studies

2.6.7 Data, Mapping and GIS Services

- Geographic Information Systems (GIS)
- Remote Sensing and Aerial Imagery

2.6.8 Cross-Cutting Professional Competencies

- Project Management
- Stakeholder Engagement and Facilitation
- Research, Policy Review, and Report Writing
- Beneficiary Profiling
- Strategic Planning and Innovation

3. GENERAL CAPABILITIES OF PROSPECTIVE BIDDERS

3.1. Skills, abilities and experience required in the team to execute the project include the following:

- Agricultural Specialist
- Economist / Agricultural Economist
- Environmental Assessment Practitioner
- Town and Regional Planner
- Land Surveyor
- Civil Engineer
- Electrical Engineer
- Legal Specialist (Land/Planning Law)



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- Geotechnical Engineer / Engineering Geologist
- Social/Development Practitioner
- Project Management;
- Facilitation; Research, analytical, writing and communication skills;

3.2. It is therefore recommended that the Service Provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company / team profile containing, among other things, names, qualifications and experience of persons who will be directly involved per project must be included.

3.3. All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the Municipality. (It should be the town planner and GIS person led by the project team leader who will be attending the steering committee meetings).

3.4. The successful Service Provider will also be expected to have an understanding of and experience in spatial planning and land use management regulations of the country. The Service Provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research, GIS and report writing skills. The successful Service Provider will be expected to enter into a Service Level Agreement (SLA) with the Municipality in respect of the deliverables of the project.

4.1. The project team will consist of appointed Service Provider/ team plus a



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dedicated project team as assigned by the National Department of Land Reform and Rural Development (DLRRD).

- 4.2. The project team of the appointed Service Provider must stay the same throughout the duration of the project and cannot be changed without prior discussions with and approval from the National Department of Land Reform and Rural Development (DLRRD).

3. MANDATORY REQUIREMENTS

3.1 Relevant Skills And Experience

- 3.1.1 An Organisational Structure clearly defining the Team Leader and Professional Team must be attached:

3.2 Technical Requirements

- 3.2.1 The Team Leader must hold a Degree in Town Planning, or such other equivalent qualification as may be recognised by SAQA (South African Qualification Authority) and must be registered as a Professional Planner with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002, as amended. **Copies of CV, Qualification & Professional Registration (in good standing) must be attached.**
- 3.2.2 A **Geographic Information Science Practitioner** must be registered with the South African Geomatics Council (SAGC) as a Professional GIS Practitioner. **Copies of CV, Qualification, Professional Registration and a letter of good standing.**
- 3.2.3 An **Environmental**ist must be registered with the South African Council for Natural Scientific Professions (SACNASP) and/or the Environmental Assessment Practitioners Association of South Africa (EAPASA). **Copies of**



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CV, Qualification, Professional Registration and a letter of good standing must be attached.

3.2.4 A Land Surveyor must be registered with the South African Geomatics Council (SAGC). **Copies of CV, Qualification, Professional Registration and a letter of good standing must be attached.**

3.2.5 A Civil Engineer must be registered with the Engineering Council of South Africa (ECSA). **Copies of CV, Qualification, Professional Registration and a letter of good standing must be attached.**

3.2.6 An Admitted Attorney of the High Court with demonstrated experience in land and planning law, including the Interim Protection of Informal Land Rights Act, 1996 (IPILRA) and the Upgrading of Land Tenure Rights Act, 1991 (ULTRA). The attorney must also be admitted as a Notary and/or Conveyancer, with the ability to provide legal support in land tenure upgrades, registration processes, and statutory requirements related to township establishment and settlement formalisation. **Copies of CV, Qualification & Professional Registration must be attached.**

4. PANEL DURATION AND IMPLEMENTATION

4.1 The appointment of the Service Provider or Consortium of Service Providers will be for a period of thirty-six (36) months calculated from the date of the signed appointment contract.

4.2 The Department of Land Reform and Rural Development reserves the right to terminate the appointment contract at any time before the end of the contract period.



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- 4.3 To ensure fairness and transparency and to avoid below average service delivery, DLRRD reserves the right not to award a bid to a Service Provider where the Service Provider or Consortium of Service Providers is contracted to provide Town Planning services for two (2) separate projects. This means that the Service Provider will not be considered for a third project until at least one (1) of the projects have been finalised as per the Service Level Agreement. A Service Provider or Consortium of Service Provider may, therefore, not work on more than 2 (two) projects concurrently at any given time.

5. CONTENTS OF THE PROPOSAL

The bidders' proposals are to include the following:

- 5.1 An Organisational Structure clearly defining the Team Leader and Professional Team.
- 5.2 An executive summary of relevant work experience as per the requirements of this Terms of Reference.
- 5.3 A profile of the company listing with clear referenced similar works undertaken in the past by the firm in relation to the category as defined above. Where members of the firm participated in or managed certain projects in the past such clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 5.4 The names and CVs containing detailed information on relevant experiences of all the persons who will be **directly** contributing to any project that may be awarded in terms of this Bid, and their roles thereof. The firm must warrant



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that such persons must be available within the duration of the term within which appointment made in terms of this Bid is valid.

- 5.5 Certified copies of all certificates, professional registration and related certifications must be attached.
- 5.6 Reference letters of completed projects or project completion certificates.
- 5.7 Disclosure on situations where the bidding firm has been negatively listed by Government or any public entity or if any task given to firm has been terminated before conclusion and the reasons thereof.
- 5.8 Any other information relevant to the determination of the suitability of the bidding firm for this assignment.

6. INFORMATION GATHERING

- 6.1 Once a panel has been established and a project has been outsourced, the appointed Service Provider or Consortium of Service Providers for a specific project will be expected to make contact with all the relevant GIS, Planning and other officials and units within the local and provincial spheres of government or any entity holding information relevant to the project, to obtain relevant information that is required for the project.
- 6.2 All information not available that will have a substantial negative impact on the project will need to be sourced/ created by the Service Provider or Consortium of Service Providers.
- 6.3 In the event that the Service Provider or Consortium of Service Providers needs a letter to confirm the motive for requesting information from the



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different spheres of government or parastatals, the Department will provide the requested letter.

- 6.4 Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the Service Provider or Consortium of Service Providers.

7. ENGAGEMENT MODEL

All service providers that constitute the panel will be invited to submit price quotation for the approved projects as and when required.

8. REPORTING AND ACCOUNTABILITY

- 8.1 During the execution of a specific project, the Service Provider or Consortium of Service Providers must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the project.
- 8.2 All information captured and or used to generate the outputs of the project remains the property of the Department and must be handed over in its totality when the project is closed. The Department will retain copyright and all associated intellectual rights thereof.

9. EVALUATION PROCEDURE

- 9.1 This bid shall be evaluated on functionality.
- 9.2 Evaluation of Functionality



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The evaluation of the functionality will be done individually by Members of the Bid Evaluation Committee in accordance with the following functionality criteria and values.

9.3 All Service Providers or Consortium of Service Providers who scored less than 60 out of 100 points for functionality will not be considered further.

The applicable values that will be utilized when scoring each criterion range from:

1 being poor, 2 being average, 3 being good and 4 being excellent.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
TEAM LEADER	<p>The team leader must be a Town & Regional Planner registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner with relevant post registration experience in managing and coordinating a multi-disciplinary project (Project Management skills). Proof of valid registration in good standing with SACPLAN:</p> <ul style="list-style-type: none"> ❖ 15 or more years experience: score 4 ❖ 7-14 years experience: score 3 ❖ 4 – 6 years experience: score 2 ❖ less than 4 years experience: score 1 	20
RESOURCES	<p>Composition of Professional team to be utilised in the execution of awarded projects. (CVs clearly indicating relevant skills, knowledge, qualifications, and professional registration must be attached for all proposed personnel). The team must demonstrate expertise in the following disciplines: Town Planning, Rural Development, Environmental Planning and Management, Infrastructure Planning, Socio-Economic Analysis, Sociology, Development Planning, Geographic Information Science, and Project Management. Experience will be calculated post registration with professional body except for Economist whom experience will be determined post qualification.</p> <ul style="list-style-type: none"> • 1 x Town and Regional Planners (SACPLAN Registered Professional) 	20 (2 per professional)

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	<ul style="list-style-type: none"> • 1 x Town and Regional Planners (SACPLAN Registered Technician) • 1 x GISc Practitioner (SAGC Registered Geomatics Professional/Technologist) • 1 x Environmentalist (Registered with SACNASP or EAPASA) • 1 x Land Surveyor (Registered with South African Geomatics Council – SAGC) • 1 x Civil Engineer (Registered with ECSA) • 1 x Legal Specialist (Admitted Attorney, Notary/Conveyancer; Registered with Legal Practice Council) • 1 x Geotechnical Engineer or Engineering Geologist (Registered with ECSA or SACNASP) • 1 x Social/Development Practitioner (Registered with SACSSP – South African Council for Social Service Professions) • 1 x Electrical Engineer (Degree or Diploma in Electrical Engineering; Registered with ECSA) <ul style="list-style-type: none"> ❖ Professional staff with 10 years and more post professional registration/ qualification: score 4 ❖ Professional staff with 6-9 years post professional registration/ qualification: score 3 ❖ Professional staff with 3-5 years post professional registration/ qualification: score 2 ❖ Professional staff with 0-2 years post professional registration/ qualification: score 1 	
CAPABILITY (Proof of company experience must be clearly and distinctly indicated)	<p>Recent experience (Settlement Formalization and Land Tenure upgrading projects completed in the past seven years) - must attach signed Completion Certificate/ Letter (on client's letterhead) from previous clients confirming project conclusion, (In the case of sub-contracting, a completion certificate of the main client must be attached)</p> <p>Settlement Formalization projects (30 Points).</p> <ul style="list-style-type: none"> ❖ 5 Township establishment: score 4 	60



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	<ul style="list-style-type: none"> ❖ 4 Township establishment: score 3 ❖ 3 Township establishment: score 2 ❖ 0 – 2 Township establishment: score 1 <p>Land Tenure upgrading projects.(30 Points)</p> <ul style="list-style-type: none"> ❖ 5 Land Tenure upgrading projects: score 4 ❖ 4 Land Tenure upgrading projects: score 3 ❖ 3 Land Tenure upgrading projects: score 2 ❖ 0 – 2 Land Tenure upgrading project: score 1 	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

The Bids that fail to achieve a minimum of **60** points for functionality will be disqualified.

10. TERMS AND CONDITIONS OF THE BID

10.1 General

- Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management's general contract conditions.
- The DLRRD and Service Provider will sign a Services Level Agreement upon appointment.
- Service Providers accredited on the panel should note that, being on the panel does not guarantee any project allocated to them.
- Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall vest with DLRRD.
- The successful Service Provider or Consortium of Service Providers agrees to keep confidential all records and information of, or related to the awarded



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projects and not disclose such records or information to any third party without the prior written consent of DLRRD.

- The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- Short-listed Service Providers may be required to do a presentation at their own cost in person to the Department, should it be deemed necessary to do so.

11. OUTCLAUSE

11.1 The Department of Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found at the discretion of the Department.

11.2 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

12. PUBLICATION

- e-Tender
- DLRRD Website

13. ADVERT TENDER PERIOD

- 21 calendar days

14. BRIEFING SESSION

- No compulsory briefing session will be held.

15. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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



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Attention: Pogiso Golele
Telephone: 018 388 7069
Email: Pogiso.Golele@dlrrd.gov.za

Attention: Hope Malema
Telephone: 018 388 7185
Email: hope.malema@dlrrd.gov.za

Supply Chain Management Enquiries

Attention: Ms Boiketlo Lekoma
Telephone: 018 388 7113
Email: Boiketlo.Lekoma@dlrrd.gov.za