LA 1.2

5/2/2/1 DLRRD 0007 (2026/2027)

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE: 15 SEPTEMBER 2026 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION FOR THIS BID.

TECHNICAL ENQUIRIES	: Mr. Zouna Meades
TEL	: (012) 312 8043
EMAIL	: Zouna.Meades@dlrrd.gov.za

BID RELATED ENQUIRIES	**BIDS MANGEMENT UNIT**
TEL	: (012) 312 8383/ 8381/ 9627/ 8553
EMAIL	: Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate: Demand** and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

BID NUMBER: 5/2/2/1 DLRRD 0007 (2026/2027)
CLOSING TIME: 11H00 **CLOSING DATE: 15 September 2026**

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

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1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.

5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 24 August 2026

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (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.

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	**5/2/2/1 DLRRD 0007 (2026/2027)**	CLOSING DATE:	**15 September 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES 2017, FOR A PERIOD OF TWELVE (12) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET, BEREA PARK					
PRETORIA					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Bids Management**	CONTACT PERSON	**Ms. Zouna Meades**
TELEPHONE NUMBER	**(012) 312 8381/8383/9627/8553**	TELEPHONE NUMBER	**012) 312-8043**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Bids@dlrrd.gov.za	E-MAIL ADDRESS	Zouna.Meades@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?	☐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 THE 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).**
1.5 **VALIDITY PERIOD: 120 DAYS**
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: ……………………………………………

SBD4

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

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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.

SBD4

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

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ………………………………….. Closing date:………………………………

Name of bidder………………………………………………………………………………

Postal address ………………………………………………………………………………

…………………………………………………………………………………….

Signature…………………………………….. Name (in print)……………………………..

Date…………………………………………..

Js475wc

SBD 6.1

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

BID PROCESS (EQUAL OR BELOW R50 MILLION)

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

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

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1. DEFINITIONS

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

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

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

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

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

(f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)**	**Percentage ownership equity (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
A person historically disadvantages by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 I. On or before 27 April 1994 and who would been entitled to acquire	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Promotion of SA owned enterprises)	3		

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

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: ...………………..………%

ii) The name of the sub-contractor: …………………………………………………..

iii) Points claimed for HDI by the sub-contractor: ....……………..

6. DECLARATION WITH REGARD TO COMPANY/FIRM

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

6.2. Company registration number: ……………………………………………………......

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

land reform &
rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Department of Land Reform and Rural Development, 600 Lillian Ngoyi Street, Pretoria 0001| Berea Park 0001| Private Bag X 833, Pretoria 0001| Tel: 012 312 8030/8022
Branch: Spatial Planning and Land Use Management; Planning Facilitation Chief Directorate

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

1. INTRODUCTION

1.1. The Department of Land Reform and Rural Development (DLRRD), through the Branch: Spatial Planning and Land Use Management (SPLUM) under the Chief Directorate: Planning Facilitation, invites suitably qualified and experienced service provider(s) to undertake the review and updating of the Spatial Development Framework (SDF) Guidelines, 2017.

1.2. The Spatial Development Framework (SDF) is a key instrument of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA), guiding spatial planning, land use management, and development decision making across all spheres of government. The SDF Guidelines, 2017 were developed to provide a uniform and coherent approach to the preparation, review, and implementation of SDFs.

1.3. Since their adoption, the spatial planning environment has evolved, with emerging challenges, policy developments, and implementation experiences highlighting the need to review and strengthen the existing Guidelines. The review aims to ensure that the Guidelines remain relevant, responsive, and effective in supporting spatial transformation, integrated development, and sustainable land use management.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

1.4. Accordingly, the Department seeks to appoint a service provider(s) to undertake comprehensive, evidence-based, and consultative review process that will result in updated, practical, and implementable SDF Guidelines aligned with current policy priorities, legislative requirements, and spatial planning practices.

2. LEGISLATIVE CONTEXT

2.1. The review of the Spatial Development Framework (SDF) Guidelines, 2017 is undertaken within a well-established legislative and policy framework that governs spatial planning and land use management in South Africa.

2.2. The primary legislation guiding this project is the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA). SPLUMA provides a uniform and coherent framework for spatial planning and land use management across all spheres of government. It establishes Spatial Development Frameworks (SDFs) as key instruments for guiding spatial development and land use decision-making. The Act further outlines development principles, including spatial justice, sustainability, efficiency, resilience, and good administration, which must inform all spatial planning processes.

2.3. In addition, the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) provides the overarching framework for spatial planning by mandating government to promote social and economic development, redress spatial inequalities, and ensure that public administration is development oriented.

2.4. The Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) requires municipalities to prepare Integrated Development Plans (IDPs), of which the SDF forms a core component, thereby linking spatial planning to budgeting, infrastructure investment, and service delivery.

2.5. Other relevant legislation and policy frameworks informing the review include:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

2.5.1. National Development Plan (NDP) 2030, which calls for spatial restructuring and the development of inclusive and efficient urban and rural spaces;

2.5.2. Integrated Urban Development Framework (IUDF), which promotes integrated, sustainable urban development and improved spatial planning;

2.5.3. National Spatial Development Framework (NSDF), which provides a national spatial vision and guides spatial targeting of investment;

2.5.4. National Environmental Management Act, 1998 (Act No. 107 of 1998), which promotes sustainable development and environmental management;

2.5.5. Infrastructure Development Act, 2014 (Act No. 23 of 2014), which supports coordinated infrastructure planning and development.

2.5.6. The revised SDF Guidelines must take cognizance of the White Paper on Local Government and any review processes, reforms, or policy developments aimed at strengthening developmental local government, integrated planning, spatial transformation, service delivery, and local economic development.

2.5.7. The Guidelines must align with the provisions of the Spatial Data Infrastructure Act, 2003, and promote the effective use, management, standardization, sharing, and accessibility of spatial information to support evidence-based planning, spatial analysis, monitoring, and decision-making in the preparation and implementation of Spatial Development Frameworks.

2.5.8. The Guidelines must provide guidance on governance arrangements and intergovernmental coordination in spatial planning, including alignment with the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005). This should clarify the roles, responsibilities, coordination mechanisms, and decision-making processes amongst national, provincial, and local spheres of government, as well as relevant sector departments and state entities involved in spatial planning and development.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

2.6. This legislative policy provides the foundation for the review of the SDF Guidelines, ensuring that the revised Guidelines are aligned with national priorities, support integrated planning, and strengthen the implementation of SPLUMA across all spheres of government.

3. PURPOSE AND OBJECTIVES OF THE PROJECT

3.1. The purpose of this project is to undertake a comprehensive review and update of the Spatial Development Framework (SDF) Guidelines, 2017 to ensure their continued relevance, alignment with current legislative and policy frameworks, and effectiveness in guiding spatial planning and land use management across all spheres of government.

3.2. The objectives of the project are to:

3.2.1. Identify gaps and challenges in the current SDF Guidelines, 2017.
3.2.2. Align the Guidelines with SPLUMA and key national frameworks (NDP, NSDF, IUDF, Regional Spatial Development Guidelines).
3.2.3. Incorporate lessons from implementation and research of SDF as a tool for Spatial transformation
3.2.4. Strengthen the role of SDFs in spatial transformation and integrated planning.
3.2.5. Improve guidance on alignment with infrastructure and sector planning.
3.2.6. Enhance consistency in SDF preparation and implementation.
3.2.7. Introduce practical tools for implementation, monitoring, and evaluation
3.2.8. Ensure responsiveness to different municipal contexts and capacities.

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4. SCOPE OF WORK

4.1. The project entails the review, refinement of the 2017 SDF Guidelines for the Department in line with the provisions of the Spatial Planning and Land Use Management Act, 2013 (SPLUMA) and other applicable national, provincial and municipal planning frameworks, with the aim of producing clear, practical and legally sound guidance for the preparation, review, adoption, implementation and monitoring of Spatial Development Frameworks across the different spheres of government, and to assist national, provincial and municipal authorities, planners, sector departments and other stakeholders to prepare SDFs that are spatially transformative, evidence-based, implementable and aligned with current planning policy focusing on:

4.1.1. **Legislative and Policy Alignment** : Reviewing the existing 2017 SDF Guidelines to ensure alignment with SPLUMA, national spatial planning principles, provincial planning frameworks, municipal planning requirements, and other relevant legislation, policies and guidelines applicable to the preparation and review of Spatial Development Frameworks.

4.1.2. **Process for Initiating an SDF** : Providing clear guidance on the process and communication requirements for initiating the preparation or review of an SDF, including project planning, institutional arrangements, stakeholder identification, data requirements, timelines, and approval processes.

4.1.3. **Preparation of Spatial Development Frameworks**: Providing practical guidance on the full SDF preparation process and alignment with sector plans and investment frameworks.

4.1.4. **Roles and Responsibilities of Key Stakeholders**: Clearly defining the roles and responsibilities of the Department, provinces, municipalities, sector departments, traditional authorities where applicable, communities, and other relevant stakeholders in the preparation, review, implementation and monitoring of SDFs.

4.1.5. **Public Participation and Stakeholder Engagement**: Strengthening guidance on public participation and stakeholder consultation processes, including communication methods, stakeholder mapping, documentation of comments, response mechanisms, and incorporation of stakeholder inputs into the SDF process.

4.1.6. **Process for Reviewing SDFs**: Providing clear guidance on the review of existing SDFs, including review intervals, triggers for review, assessment of implementation progress, changes in policy or development conditions, amendment procedures, and approval or adoption of reviewed SDFs.

4.1.7. **Implementation of SDFs** : Providing practical guidance on the implementation of SDFs, including governance arrangements, institutional responsibilities, alignment with Integrated Development Plans, budgets, capital investment/Expenditure programmes, sector plans, land use management systems and infrastructure planning.

4.1.8. **Monitoring and Evaluation of SDFs** : Developing guidance on monitoring and evaluation mechanisms for SDFs, including measurable indicators, reporting requirements, implementation tracking, spatial outcome assessment, review mechanisms and corrective actions where implementation is not achieving the intended outcomes.

4.1.9. **Utilisation of Technology, Geospatial Intelligence and Scenario Planning:** Provide guidance on the utilisation of emerging technologies in the preparation, review, implementation, monitoring, and evaluation of SDFs, including Geographic Information Systems (GIS), geospatial intelligence, spatial data analysis, remote sensing, digital planning platforms, spatial modelling, scenario planning, data visualisation tools, and decision-support systems to enhance evidence-based spatial planning and informed decision-making.

4.1.10. **Gazetting of the Final SDF Guidelines**: The appointed Service Provider shall support the Department in preparing the final SDF Guidelines for publication by the Minister in the Government Gazette, in accordance with the provisions of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and the SPLUMA Regulations. This shall include ensuring that the final Guidelines are technically sound, legally compliant, publication-ready and accompanied by all supporting documentation required for ministerial approval and gazetting.

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5. DELIVERABLES

5.1. The appointed Service Provider will be required to deliver to the DLRRD a comprehensive, revised and finalised SDF Guidelines document, in line with the approved scope of work(Section 4 Above) and the provisions of SPLUMA. The Guidelines must provide clear, practical and legally sound guidance on the preparation, review, adoption, implementation, monitoring and evaluation of Spatial Development Frameworks across the different spheres of government.

5.2. All final deliverables must be submitted in both editable electronic format and PDF format. Where applicable, presentation material must be submitted in PowerPoint and PDF format, and communication material must be submitted in print-ready electronic format as approved by the Department.

5.3. The appointed Service Provider shall be responsible for the layout design, formatting, language editing, proofreading and overall publication quality of the final SDF Guidelines. The final documents must be professionally prepared and suitable for official departmental use, publication and distribution.

5.4. The final Guideline may only be printed once the Project Manager has reviewed and signed off the final approved versions. No printing, binding or publication of final material may proceed without written approval from the Department. Below are that final documents specification.

Booklet Size	A4
Number of Pages	Approximately 100
Cover Page	250 gsm Hi-Q Titan double coated gloss
Text Printed	113 gsm Hi-Q Titan double coated gloss
Colour	Full Colour
Binding	PUR binding
Volume	500 copies

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5.5. The Service Provider shall design and package all communication materials, including e-published documents, presentation material, brochures and pull-up banners, in a professional format aligned with the Department's corporate identity. All materials must be submitted in editable and print-ready electronic formats, including source files and high-resolution PDFs. The complete communication package shall be suitable for electronic distribution, future reproduction and publication by the Department.

6. PROJECT TIME FRAME

6.1. It is expected that the project will be completed within twelve (12) months from the date of appointment. All relevant documentation will be provided to the Service provider.

7. PROJECT DURATION AND COST

7.1. The review, refinement and finalisation of the SDF Guidelines shall be completed within a period of twelve (12) months from the date of appointment. The proposed target dates for each milestone, associated deliverables and percentage payable for work completed are set out in Table 1 below.

7.2. The release of payments shall be subject to the submission, review and written approval of the relevant deliverables by the Department.

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Table 1: Project Time Frame & Payment Schedule

Phases	**% Payable**	**Timeframes**	**Submission / Output**
Phase 1: Inception Report and Communication Plan	**10%**	**1 month**	Final Inception Report, detailed work plan, Gantt Chart and Communication Plan approved by the Department.
Phase 2: Review, Gap Analysis and Policy Alignment Report	**20%**	**3 months**	Review and Gap Analysis Report on the 2017 SDF Guidelines, including legislative, policy and institutional alignment assessment.
Phase 3: Draft Revised SDF Guidelines	**30%**	**3 months**	Draft Revised SDF Guidelines submitted for Departmental review and comments.
Phase 4: Stakeholder Consultation	**20%**	**3 months**	Stakeholder Consultation Report, revised draft SDF Guidelines summary guide and presentation material.
Phase 5: Final SDF Guidelines and Close-Out Report	**15%**	**2 months**	Final approved SDF Guidelines and Project Close-Out Report.
Retention	5%	**Upon final acceptance**	Payable after final written acceptance and sign-off of all approved deliverables by the Department.
Total	**100%**	**12 months**	All final outputs submitted in approved hard copy and electronic formats.

7.3. Timeframes must be strictly adhered to. Any delay, non-compliance with approved project timelines, or failure to meet the required quality standards may result in financial implications, including penalties or withholding of payment, as determined by the Department and in accordance with the contract conditions.

7.4. Payment for each project milestone shall only be made upon the submission, assessment and written approval of the relevant deliverable by the Department. The amount allocated for the final draft shall be payable only upon approval of the document by the Project Steering Committee.

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7.5. The tender amount must be fully inclusive of all costs and disbursements required to complete the assignment, including but not limited to travel, accommodation, telephone costs, communication costs, printing, reproduction, layout design, editing, stakeholder engagement costs and any other related project expenses. No additional claims for disbursements shall be considered or paid separately by the Department.

8. INFORMATION GATHERING

8.1. The appointed Service Provider will be expected to liaise with all relevant officials, units and institutions across the different spheres of government, as well as any other stakeholder, public entity or organisation holding information relevant to the project, in order to obtain the required data, reports, plans, policies and other information necessary for the successful execution of the assignment.

8.2. Existing information available within the DLRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed Service Provider, where applicable, to support the execution of the project.

8.3. Where a formal letter is required to support or motivate requests for information from national departments, provincial departments, municipalities, parastatals, public entities or other relevant institutions, the Department will provide such letter upon request by the Service Provider.

8.4. Notwithstanding the support to be provided by the Department, the responsibility for identifying, requesting, collecting, verifying and consolidating all information necessary for the successful completion of the project shall remain with the appointed Service Provider.

8.5. The Service Provider must ensure that all information collected is properly recorded, referenced, organised and submitted to the Department as part of the

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project records, where applicable. All data and documentation collected or produced during the assignment shall remain the property of the Department

9. RETENTION

9.1. In the case of the project being delayed for longer than 30 days after the milestone due date, the Department reserves the right to withhold payment for non-delivery of that milestone

9.2. The service provider may apply to the Department for an extension on the delivery date on any milestone, provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

10. EXTRA WORK

10.1. Any costs for extra work by the service provider, incurred over and above this bid due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

11. MANDATORY REQUIREMENTS

NB: Failure to submit / attach proof of the following requirements with the proposal will disqualify the bidder's proposal.

11.1. The Bidder's company must be owned or directed by at least one (1) Professional Planner who is registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 (Act No. 36 of 2002). **The Bidder must submit the following:**

a) A valid SACPLAN registration certificate for the Professional Planner who is an owner or director of the bidding entity;

b) Official company registration documents, such as CIPC registration documents, confirming that the Professional Planner is an owner, director of the bidding company;

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c) Where a bidder is a Joint Venture or Consortium, one company must be owned or directed by a registered Professional Planner in good standing with SACPLAN. (A copy of valid SCAPLAN and CIPC must be submitted). A JV/Consortium agreement must be signed by all parties and submitted with the bid. The agreement must not be older than six (6) months at the bid closing date.

11.2. The Bidder's company must be duly established and recognised as a Planning Practice with the South African Council for Planners (SACPLAN), in terms of SACPLAN Notice No. 1 of 2013 and the applicable Rules and Code of Conduct issued under the Planning Profession Act, 2002 (Act No. 36 of 2002). (**A confirmation letter from SACPLAN, confirming the bidding company's is registered or listed on the SACPLAN register of planning practice, must be submitted**).

11.3. A fully completed pricing schedule on the prescribed template must be submitted (i.e. SBD 3 – Pricing Schedule). (**NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED**).

<u>IMPORTANT NOTICE:</u>

The Department will verify the authenticity and validity of all registration certificates or letters of good standing issued by the relevant Council. Where such registration cannot be confirmed, the team member shall be considered not registered.

Furthermore, where a bidder's name or surname differs from that reflected on the certificate or letter of good standing, the bidder must attach a letter or other official proof from the Department of Home Affairs confirming such change.

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12. REPORTING AND ACCOUNTABILITY

12.1. The Appointed Service Provider shall ensure that the Team Leader and key team members identified in the proposal remain assigned to the project for the full duration of the assignment. No replacement or change of the Team Leader or key personnel shall be permitted without prior written motivation, discussion with, and approval by the DLRRD.

12.2. The Team Leader is expected to be available for all key meetings, engagements, presentations and progress reporting sessions, and shall be responsible for presenting the project deliverables in detail to the Department, Project Steering Committee and any other relevant structure.

12.3. Where a Service Provider is already contracted by the Department for another project, the Service Provider must demonstrate that separate and sufficient team capacity has been allocated to this assignment. The Department reserves the right to require additional or replacement resources where capacity constraints are identified. Failure to provide sufficient capacity may result in remedial action, including possible termination of the contract in accordance with the applicable contract conditions.

12.4. Failure to comply with approved project timelines, attendance requirements, reporting obligations or quality standards may result in financial penalties, withholding of payment, or other contractual remedies as determined by the Department and in accordance with the terms and conditions of appointment.

12.5. It is During the execution of the project; the appointed Service Provider shall be required to submit monthly progress reports and attend project meetings at intervals determined in the approved Inception Report and as agreed upon by the Project Team and/or Project Steering Committee.

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13. TERMS AND CONDITIONS OF THE BID

13.1. The appointed Service Provider shall be required to execute the assignment in accordance with the approved Terms of Reference, the signed Service Level Agreement, the approved Inception Report, and any written instructions issued by the DLRRD during the project.

13.2. The Service Provider shall be responsible for ensuring that all work submitted is of a professional standard, technically sound, legally aligned, properly edited, and suitable for official use by the Department.

13.3. All costs associated with the execution of the project, including travel, accommodation, communication, printing, reproduction, stakeholder engagement, data collection, layout design, editing and any other related disbursements, must be included in the tender price. No additional claims for disbursements shall be paid separately by the Department.

13.4. The Service Provider shall comply with all approved project timeframes, reporting requirements, meeting schedules and submission dates. Failure to comply with agreed timeframes or quality requirements may result in penalties, withholding of payment, or other contractual remedies as determined by the Department.

13.5. The Team Leader and key personnel proposed in the bid shall remain assigned to the project for the duration of the assignment and may not be replaced without prior written approval from the DLRRD.

13.6. The Department reserves the right to request clarification, additional information, revised deliverables or replacement resources where the submitted work or project capacity does not meet the required standard.

13.7. All information, data, reports, documents, templates, communication material and any other outputs collected or produced during the assignment shall remain the

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property of the DLRRD. The Service Provider shall not use, publish, reproduce or disclose such information without prior written approval from the Department.

13.8. The Service Provider shall maintain confidentiality in respect of all information obtained during the execution of the project and shall ensure that all team members comply with the same confidentiality requirements.

13.9. Payment shall only be made upon submission and written approval of the relevant deliverables by the Department and/or Project Steering Committee, as applicable.

13.10. The Department reserves the right to terminate the appointment should the Service Provider fail to perform, fail to meet agreed timeframes, submit poor-quality work, misrepresent capacity, or materially breach any condition of appointment.

14. PROJECT MANAGEMENT

14.1. The Bidder shall demonstrate its capability to effectively manage and coordinate the project from inception to completion. The Bidder must have an appropriate project management structure in place, including suitably qualified and experienced personnel responsible for project oversight, technical quality assurance, stakeholder engagement, programme management, and reporting. The Bidder shall be responsible for ensuring that all project deliverables are completed within the agreed timeframes, budget, and quality standards.

14.2. To demonstrate the proposed project management approach, the Bidder must submit an organogram clearly indicating the project team that will be assigned to the project. The organogram must identify key personnel, their positions, reporting lines, areas of responsibility, and professional registrations where applicable. The information provided must correspond with the CVs and supporting documentation submitted as part of the bid.

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15. EVALUATION CRITERIA

15.1. This bid shall be evaluated in two stages. On the first stage, bids will be evaluated on functionality, the second stage in accordance with 80/20 preference points system as stipulated above.

15.2. First Stage-Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the functionality, criteria and values below. The applicable values that will be utilized when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. Capability: Company Experience	The bidder must demonstrate proven capability, expertise, and in-depth knowledge in Spatial Planning through the successful completion and finalisation of Spatial Development Frameworks (SDFs) as defined in terms of the Spatial Planning and Land Use Management Act (SPLUMA). Evaluation under this criterion will be based exclusively on the number of Spatial Development Frameworks (SDFs) that have been fully developed and approved/finalised by the bidder. No other spatial, strategic, or sector plans will be considered for purposes of this assessment. The Bidder must submit a reference letter and corresponding appointment letter for each Spatial	**20**

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	Development Framework (SDF) project successfully completed within the ten (10) years preceding the closing date of this bid. 1. Reference letter and appointment letter of 0-2 successfully completed SDF projects in the last ten years. **Poor (score 1)** 2. Reference and Appointment letter of three (3) successfully completed SDF projects in the last ten years. **Average (score 2)** 3. Reference and Appointment letter of four (4 successfully completed SDF projects in the last ten years. **Good (score 3)** 4. Reference and Appointment letter of five (5) successfully completed SDF projects in the last ten years. **Very good (score 4)** 5. Reference and Appointment letter of six (6) and more successfully completed SDF projects in the last ten years. **Excellent (score 5)**	
2. Capability: Team Leader	**The Team Leader** must be a Professional Planner registered with the South African Council for Planners (SACPLAN) with 10 years' experience Post-Registration (**Attach updated detailed CVs demonstrating relevant experience, certified copies of Identity Documents (IDs) not older than 3 months from the closing date of the bid, and valid proof of SACPLAN registration in good standing**). 1. Less than 7 years post-registration experience as a town planner and expertise in managing and coordinating multi-disciplinary projects in	

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	the spatial planning and land use management environment. **Poor (score 1).** 2. 7- 9 years post-registration experience as a town planner and expertise in managing and coordinating multi-disciplinary projects in the spatial planning and land use management environment. **Average (score 2).** 3. 10 years post-registration experience as a town planner and expertise in managing and coordinating multi-disciplinary projects in the spatial planning and land use management environment. **Good (score 3).** 4. 11 -15 Years post-registration experience as a town planner and expertise in managing and coordinating multi-disciplinary projects in the spatial planning and land use management environment. **Very Good (score 4**). 5. More than 15 years post-registration experience as a town planner and expertise in managing and coordinating multi-disciplinary projects in the spatial planning and land use management environment. **Excellent (score 5)**	**15**
3. Capability: Team Members & Experience	The Bidder must have three (3) Registered Professional Planners. All proposed Professional Planners must be registered with the South African Council for Planners (SACPLAN), be in good standing, and possess a minimum of seven (7) years of post-registration experience in the field of Spatial Planning. The Bidder must submit, for each proposed Professional Planner, a copy of a valid SACPLAN registration certificate indicating the validity period, together with a detailed CV	

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	demonstrating the required academic qualifications, relevant professional experience. **NB: The above requirement excludes the Team Leader, who will be evaluated separately.** 1. One (1) Planner, registered with the South African Council for Planners (SACPLAN) and in good standing and with a minimum of seven (7) years' post-registration experience in spatial planning. - **Poor (score 1).** 2. Two (2) Planners, each registered with the South African Council for Planners (SACPLAN) and in good standing and with a minimum of seven (7) years' post-registration experience in spatial planning. - **Average (score 2).** 3. Three (3) Planners, each registered with the South African Council for Planners (SACPLAN) and in good standing and with a minimum of seven (7) years' post-registration experience in spatial planning. - **Good (score 3).** 4. Four (4) Planners, each registered with the South African Council for Planners (SACPLAN) and in good standing and with a minimum of seven (7) years' post-registration experience in spatial planning. - **Very Good (score 4).** 5. Four (4) Planners, each registered with the South African Council for Planners (SACPLAN) and in good standing and with a minimum of	**20**

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	seven (7) years' post-registration experience in spatial planning. - **Excellent (score 5).**	
	Graphic designer with a Diploma or Higher in Graphic Design (NQF Level 6) and 3 years' post qualification experience in design layout and animation. 1. Qualification and less than 2 years' post qualification relevant experience - **Poor (score 1)** 2. Qualification and less than 3 years' post qualification relevant experience – **Average (score 2)** 3. Qualification and 3 years' post qualification relevant experience – **Good (score 3)** 4. Qualification and more than 3 to 5 years' post qualification relevant experience - **Very Good (score 4)** 5. Qualification and more than 5 years' post qualification relevant experience - **Excellent (score 5).**	**15**
4. Methodology and Project Plan	The bidder must provide a broad overview of the proposed approach and methodology for executing the project, aligned with the Scope of Work. The methodology will be evaluated on the extent to which it is sound, professional, realistic, logical, and demonstrates a clear understanding of the project requirements. i. **The methodology should address the following:** ii. **Programme with clear timelines and output.**	**30**

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	iii. Project plan in a form of Gantt chart **iv. Indicators and means of verifying progress.** **v. Quality assurance steps indicated.** **vi. Clear reporting mechanism.** 1. The methodology addresses three or less of the above requirements – **Poor = 1** 2. The methodology addresses four of the above requirements– **Average = 2** 3. The methodology addresses all five of the above requirements and is acceptable for implementation - **Good = 3** 4. The methodology addresses all five of the above requirements and is acceptable for implementation, and includes a a risk management plan - **Very good= 4** 5. The methodology addresses all five of the above requirements, clearly demonstrates how the project will be delivered, includes a comprehensive risk management plan, and proposes additional value-added initiatives beyond the minimum requirements, such as advanced monitoring or and reporting systems– **Excellent = 5**	
	TOTAL	**100**

The Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage.

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NB: The Department will verify the authenticity of reference letters. Where such reference letter cannot be confirmed it will not be accepted.

Each reference letter must be on the client's official letterhead, signed, dated, clearly indicate the name and designation of the signatory, the client's contact details (telephone number and email address), a description of the project or services rendered, the contract/project value, the start and completion dates, and confirmation that the project or services were successfully completed.

The bidder is responsible for ensuring that the contact details (telephone number and email address) provided in the reference letters are verifiable and enable the Department to successfully conduct its verification process.

15.4 Stage 2- Evaluation in terms of 80/20 Preference Points System

(a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a quotation with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

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.

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15.4.1 Points awarded for specific goals:

a) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, 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 4 below as may be supported by proof/ documentation stated in the conditions of this tender.

b) 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—

   I. 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

   II. 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.

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

Note to Service Provider: The Service Provider must indicate how they claim points for each preference point system.

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Table 1 : Points Awarded for Specific Goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. A person historically disadvantages by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- Before 27 April 1994 On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Promotion of SA owned enterprises)	3		

The points scored for price must be added to the points scored for specific goals to obtain the Service Provider's total points scored out of 100.

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16. CONTACT PERSON FOR TECHNICAL AND SCM ENQUIRIES

TECHNICAL ENQUIRIES

All technical enquiries to this bid call must be directed to:

Attention: Ms Zouna Meades

Telephone: (012) 312-8043

Email: Zouna.Meades@dlrrd.gov.za

BID RELATED ENQUIRIES

Bids Management

(012) 312 8383/ 8381/ 9627

Bids@dlrrd.gov.za

17. PUBLICATION

- Twenty-One (21) days
- Departmental Website
- National Treasury eTender Portal
- No briefing session.

LA 1.2

5/2/2/1 DLRRD 0007 (2026/2027)

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE: 15 SEPTEMBER 2026 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION FOR THIS BID.

TECHNICAL ENQUIRIES : Mr. Zouna Meades
TEL : (012) 312 8043
EMAIL : Zouna.Meades@dlrrd.gov.za

BID RELATED ENQUIRIES BIDS MANGEMENT UNIT
TEL : (012) 312 8383/ 8381/ 9627/ 8553
EMAIL **:** Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

FINANCIAL PROPOSAL PART 2 OF 2

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

[SBD 3.3]

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER………………………………………………………………………………………….. BID NO.: ………………………………………………………
CLOSING DATE: ……………………………………………………………………………… CLOSING TIME:……………………………………………………….

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

1. Bidders must complete this SBD 3.3 form in full (Pricing Schedule).
2. **Prices must be firm for the full period of the contract.** Any adjustments to the bid prices that include consumer price index, rate of exchange, etc. will not be considered, as these adjustments **must be factored in the bid prices.**
3. Bidders are required to indicate total cost for the project.

Total Bid Price (INCLUSIVE OF VAT) R……….……………………………………………………

PRICING SCHEDULE (SBD 3.3) BID No.: ……………………………………………………

Name of Bidder: ………

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

PROJECT PHASES	OUTPUT	COST PER PHASE	TIMEFRAME	TOTAL COST PRICE
Phase 1: Inception Report and Communication Plan	Final Inception Report, detailed work plan, Gantt Chart and Communication Plan approved by the Department.	**10%**	**1 month**	R…………………………
Phase 2: Review, Gap Analysis and Policy Alignment Report	Review and Gap Analysis Report on the 2017 SDF Guidelines, including legislative, policy and institutional alignment assessment.	**20%**	**3 months**	R…………………………..
Phase 3: Draft Revised SDF Guidelines	Draft Revised SDF Guidelines submitted for Departmental review and comments.	**30%**	**3 months**	R…………………………..

PRICING SCHEDULE (SBD 3.3) BID No.: ………………………………………………

Name of Bidder: ……

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE REVIEW OF THE SPATIAL DEVELOPMENT FRAMEWORK GUIDELINES, 2017, FOR A PERIOD OF TWELVE (12) MONTHS.

Phase 4: Stakeholder Consultation	Stakeholder Consultation Report, revised draft SDF Guidelines summary guide and presentation material.	**20%**	**3 months**	R………………………..
Phase: 5: Final SDF Guidelines and Close-Out Report	Final approved SDF Guidelines and Project Close-Out Report.	**15%**	**2 months**	R…………………………
RETENTION		**5%**	**Upon final acceptance**	R…………………………..
TOTAL COST EXCLUDING VAT		**R……………………………………………………………….**		
VAT 15%		**R……………………………………………………………….**		
TOTAL COST INCLUDING VAT FOR A PERIOD OF 12 MONTHS		**R……………………………………………………………….**		