

LA 1.2

5/2/2/1- DLRRD 0026 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CLOSING DATE: 09 FEBRUARY 2026 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 26 JANUARY 2026

VENUE: 600 LILLIAN NGOYI, BEREA PARK, PRETORIA 0001 (TRAINING ROOM, TSITSIKAMA)

TECHNICAL ENQUIRIES : Mr. Mfanafuthi Gama
TEL : (012) 312-8037
EMAIL : Mfanafuthi.Gama@dlrrd.gov.za

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

SERVICE PROVIDERS ARE REQUIRED TO BRING THEIR IDENTITY DOCUMENTS FOR SCREENING AND REGISTRATION ON THE BRIEFING SESSION DAY.

NB: PARKING WILL BE PROVIDED ON FIRST COME, FIRST SERVED BASIS. DUE TO LIMITED PARKING, ONLY ONE CAR PER BIDDER WILL BE ALLOWED.

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 0026 (2025/2026)

CLOSING TIME: 11H00

CLOSING DATE: 09 FEBRUARY 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: 16 January 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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.

Js General Conditions of Contract (revised July 2010)

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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

Signature	Date
Position	Name of bidder

<p>This document must be signed and submitted together with your bid</p>
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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

**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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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 l. On or before 27 April 1994 and who would be 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:



ANNEXURE A

(ORGANOGRAM- RESOURCES PROJECT - NSDO)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

NB: BIDDERS MUST LIST ALL THE 15 QUALIFIED RESOURCES. NB ATTACH QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF EACH RESOURCE.

Name of Bidder.....

1. <u>GISC PROFESSIONAL</u>			
TOTAL NUMBER OF REQUIRED GISC PROFESSIONAL	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
TWO (02)	1.		
	2.		
2. <u>DATA SCIENTIST (GEOSPATIAL)</u>			
TOTAL NUMBER OF REQUIRED DATA SCIENTIST (GEOSPATIAL)	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
TWO (02)	1.	N/A	
	2.	N/A	
NB: QUALIFICATIONS AND PROOF OF PROFESSIONAL/STATUTORY REQUIRED ARE LISTED UNDER PARAGRAPH 7.4 OF THE MANDATORY REQUIREMENTS.			

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

ANNEXURE-A–ORGANOGRAM (RESOURCES PROJECT - NSDO)

Name of Bidder.....

3. <u>GIS SOFTWARE DEVELOPER</u>			
TOTAL NUMBER OF REQUIRED GIS SOFTWARE DEVELOPER	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
TWO (02)	1.	N/A	
	2.	N/A	
4. <u>PLANNING LAW EXPERT</u>			
TOTAL NUMBER OF REQUIRED GIS SOFTWARE DEVELOPER	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
ONE (01)	1.	N/A	
5. <u>MONITORING & EVALUTION SPECIALIST</u>			
TOTAL NUMBER OF REQUIRED MONITORING & EVALUTION SPECIALIST	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
ONE (01)	1.	N/A	
NB: QUALIFICATIONS AND PROOF OF PROFESSIONAL/STATUTORY REQUIRED ARE LISTED UNDER PARAGRAPH 7.4 OF THE MANDATORY REQUIREMENTS.			



APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

ANNEXURE-A-ORGANOGRAM (RESOURCES PROJECT - NSDO)

Name of Bidder.....

6. <u>LEGAL & GOVERNANCE SPECIALIST</u>			
TOTAL NUMBER OF REQUIRED LEGAL & GOVERNANCE SPECIALIST	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
ONE (01)	1.		
8. <u>BUSINESS ANALYST</u>			
TOTAL NUMBER OF REQUIRED BUSINESS ANALYST	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
ONE (01)	1.	N/A	
9. <u>TOWN AND REGIONAL PLANNER</u>			
TOTAL NUMBER OF REQUIRED TOWN AND REGIONAL PLANNER	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
TWO (02)	1.		
	2.		
10. <u>RESEARCHER</u>			
TOTAL NUMBER OF REQUIRED RESEARCHER	NAME & SURNAME	PROFESSIONAL/ STATUTORY REGISTRATION	QUALIFICATION
ONE (01)	1.		
NB: QUALIFICATIONS AND PROOF OF PROFESSIONAL/STATUTORY REQUIRED ARE LISTED UNDER PARAGRAPH 7.4 OF THE MANDATORY REQUIREMENTS.			





Private Bag X 833, Pretoria, 0001; 600 Lillian Ngoyi Street, Berea Park, Pretoria, 0001
Tel: 012 – 312 8911; E-mail: queries@dlrrd.gov.za; Website: www.dlrrd.gov.za

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

1. INTRODUCTION

- 1.1. The Department of Land Reform and Rural Development (DLRRD) seek to appoint a qualified service provider to support the conceptualisation, design, development, and operationalisation of the National Spatial Data Observatory (NSDO) for a period of thirty-six (36) months.
- 1.2. This initiative is in alignment with national priorities to enhance evidence-based spatial planning and data-driven decision-making.

2. BACKGROUND AND PROBLEM STATEMENT

- 2.1. The South African government, through DLRRD, has recognised the urgent need for coherent, and continuously updated spatial data infrastructure to inform spatial transformation. Despite existing platforms and datasets, there remains a fragmented spatial data environment, the Department recognizes the need for a coordinated and structured mechanism (the NSDO) to support national spatial data insights, monitoring and reporting marked by:
 - Duplication of data collection efforts across departments and spheres of government.
 - Inconsistent data standards and limited interoperability between systems.
 - Limited accessibility and usability of spatial data by decision-makers and the public.
 - A lack of real-time or near-real-time spatial data to support responsive planning and monitoring.
- 2.2. The absence of an integrated spatial data observatory undermines the country's ability to make informed decisions on land use, rural development, and service delivery. As a response, the NSDO is envisioned as a digital ecosystem that consolidates, analyses, visualises, and disseminates spatial data and insights to a wide range of users.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

2

3. OBJECTIVES OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO)

The NSDO aims to:

- 3.1** The objective of this TOR is to source a multidisciplinary team to support the NSDO implementation, not to develop the NSDO system in full but a functional prototype
- 3.2** **Establish a central platform** for the aggregation, integration, and analysis of spatial datasets across sectors and jurisdictions.
- 3.3** **Enable real-time monitoring** of land use, rural development, environmental change, and infrastructure investment.
- 3.4** **Support evidence-based decision-making** in land reform, spatial planning, and rural development policy implementation.
- 3.5** **Promote interoperability and data sharing** through adherence to national and international spatial data standards.
- 3.6** **Foster innovation and capacity building** in spatial analytics, geospatial technologies, and data governance.
- 3.7** **Enhance transparency and accountability** through open access to spatial data and public engagement tools.

4. DELIVERABLES

4.1. Inception Report

- Comprehensive overview of understanding of the NSDO objectives, scope, and methodology.
- Proposed implementation plan with timelines, roles, and milestones linked to the MTDP 2029
- Risk assessment and mitigation strategy.
- Draft stakeholder engagement plan.
- Literature review and benchmarking
- Consultation and stakeholder mapping
- As-is analysis of existing data systems
- Approved inception repo
- Stakeholder engagement plan

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

3

4.2. Stakeholder Mapping and Engagement Framework

- Identification and classification of key stakeholders (national, provincial, municipal, academia, private sector).
- Framework for consultations, co-creation, and collaboration.
- Mechanisms for inter-departmental coordination (e.g., with NDOT, DFFE, DLRRD, Stats SA, CSIR, etc.).

4.3. Spatial Data Ecosystem Assessment

- Comprehensive audit of existing spatial data infrastructure, systems, policies, and governance mechanisms.
- Evaluation of current data custodianship, accessibility, and interoperability practices.
- Gap analysis against international and national frameworks.

4.4. Benchmarking Report

- Comparative analysis of similar observatories or data platforms globally (e.g., EU INSPIRE, UN-GGIM, OECD Spatial Data Hubs).
- Lessons learned and best practices applicable to the South African context.

4.5. NSDO Conceptual Framework Document

- Clear articulation of the NSDO vision, mission, objectives, and guiding principles.
- Definition of the Observatory's functional domains (e.g., spatial analytics, monitoring, reporting, decision-support).
- Proposed institutional and governance model (roles, responsibilities, custodianship, partnerships).
- Governance structure and accountability mechanisms for spatial data management.
- Policies and procedures for data acquisition, validation, sharing, and security.
- Institutional arrangements for the NSDO's operationalisation and sustainability.

4.6 Technical Architecture Blueprint

- Conceptual system architecture and data flow design.
- Framework for integration with existing national and departmental data systems
- Data standards, metadata protocols, and interoperability requirements.
- Draft architecture support
- GIS/data engineering technical artefacts

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

4

4.7 Legal and Regulatory Alignment

- Recommendations for enabling policy reforms or amendments to support NSDO implementation.

4.8 NSDO Implementation Roadmap

- Phased implementation plan (short-, medium-, and long-term).
- Resource requirements (human, financial, technical).
- Milestones and performance indicators.

4.9 Capacity Development and Change Management Plan

- Identification of skills gaps within DLRRD and partners.
- Capacity-building programme design (training, mentoring, knowledge transfer).
- Change management framework for institutional adoption.

4.10 Monitoring and Evaluation (M&E) Framework

- Indicators for assessing NSDO performance, relevance, and impact.
- Reporting tools and mechanisms for continuous improvement.
- Development of metadata standards, data quality protocols, and governance frameworks.
- Spatial data collection, validation, harmonisation, and integration from diverse sources.
- Establishment of automated data pipelines and real-time data feeds.
- Development of indicators for contributors to the NSDO.

4.11 Prototype NSDO Dashboard or Portal – a proof-of-concept illustrating key functionalities (data visualization, analytics, and reporting).

- Development of dynamic visualisation tools (maps, graphs, dashboards).
- Geo AI and machine learning applications for spatial trend analysis and prediction.
- Interactive scenario planning and simulation tools.
- Design and implementation of a cloud-based, scalable platform architecture.
- Development of spatial data warehouses, APIs, dashboards, and analytics tools.
- Integration with existing government systems (e.g., National Strategic Hub etc).
- Assess the compatibility of the National Spatial Planning Data Repository (NSPDR) as the technical platform for the NSDO technical platform.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

5

4.12 Development of policy briefs and advisory notes from the NSDO.

- Targeted summaries to support executive decision-making and stakeholder engagement.

4.13 Training materials development.

- Training programmes for government officials, analysts, and planners.
- Development of user manuals, guidelines, and knowledge products.
- Stakeholder workshops, public data portals, and collaborative platforms.

5. NSDO DEVELOPMENT PHASES (36 MONTHS)

This project is for provision of resources to support NSDO development and implementation

Phase	Description/Scope of work	Key Deliverables	Timeframe	Payment plan %
Phase 1: Inception and Planning	Establish project governance, confirm objectives, and finalize implementation strategy.	• Inception Report • Stakeholder engagement plan • Risk and communication strategy • Detailed project implementation schedule	3 months	10%
Phase 2: Stakeholder Mapping & Spatial Data Ecosystem Assessment	Conduct a comprehensive audit of existing spatial data infrastructure and stakeholders.	• Stakeholder mapping and engagement framework • Spatial data ecosystem assessment • Gap and readiness analysis	3 months	10%
Phase 3: Conceptual Framework and Benchmarking	Develop the conceptual and governance foundation of the NSDO.	• Benchmarking report • NSDO Conceptual Framework Document • Institutional and governance model • Policy and legal alignment review	3 months	15%

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

6

Phase 4: Technical Architecture and System Design	Design technical architecture, data standards, and interoperability frameworks.	<ul style="list-style-type: none"> • Technical Architecture Blueprint • Data standards and metadata protocols • Interoperability framework • Data security and compliance model 	5 months	15%
Phase 5: Prototype Development and Integration Testing	Develop and test the NSDO prototype integrating spatial datasets.	<ul style="list-style-type: none"> • Prototype NSDO Dashboard/Portal • Automated data pipelines • Visualization and analytics tools • System integration with existing repositories (e.g., NSPDR) 	7 months	20%
Phase 6: Capacity Building, Change Management, and Knowledge Transfer	Strengthen institutional capabilities and prepare for operationalization .	<ul style="list-style-type: none"> • Capacity development and training programmes • User manuals and knowledge products • Change management framework • Stakeholder workshops and awareness sessions 	6 months	10%
Phase 7: Implementation and Operationalization	Roll out the operational NSDO platform and governance framework.	<ul style="list-style-type: none"> • Operational NSDO platform • Data governance framework • Legal and institutional agreements • Live deployment of core functions 	6 months	15%
Phase 8: Monitoring, Evaluation, and Handover	Evaluate implementation success, ensure sustainability, and hand over operations.	<ul style="list-style-type: none"> • Monitoring and Evaluation (M&E) Framework • Performance and impact assessment reports • Handover and sustainability plan • Final project close-out report 	3 months	5%

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

6. REQUIRED RESOURCES

The resources required by SPLUM are outlined in the table below, including the required skills with appropriate experience and capabilities. The resources will be engaged and utilized at various levels across the different phases of the NSDO development.

Table 1 : Required Resources

No	Required Resources	Required Resource	Description	Skills Requirements
1.	Geospatial Analysts & GIS Experts	GISc Professional	GISc Professional will provide technical expertise in spatial data management, analysis, and visualization to support the establishment and operation of the National Spatial Data Observatory (NSDO). They will play a critical role in curating, integrating, and interpreting geospatial datasets, ensuring data quality and consistency, and developing spatial insights to inform policy, planning, and decision-making. Their work will underpin the NSDO's	Proficiency in GIS software (e.g., ArcGIS, QGIS, GeoServer) and spatial databases (PostGIS, Oracle Spatial). Spatial Data Management: Experience in geospatial data collection, cleaning, validation, metadata creation, and standardization. Geospatial Analysis & Modelling: Ability to conduct spatial statistics, overlay analysis, network analysis, and predictive modelling. Data Integration & Interoperability: Understanding of spatial data infrastructures (SDI), open data standards (ISO/OGC), and interoperability protocols. Visualization & Communication: Skills in producing maps, dashboards, and

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>mandate of enhancing evidence-based spatial governance and promoting national geospatial knowledge infrastructure.</p>	<p>interactive visual tools to communicate spatial insights effectively.</p> <p>Programming & Automation (advantageous): Knowledge of Python, R, SQL, or JavaScript for automating spatial workflows and data science applications.</p> <p>Policy & Planning Awareness: Familiarity with South Africa’s spatial planning frameworks (NSDF, SPLUMA, NDP) and their geospatial data requirements.</p> <p>Collaboration & Capacity Building: Ability to work with multi-disciplinary teams, government departments, academia, and the private sector in advancing NSDO objectives.</p>
2.	Data Scientists	Data Scientist (Geospatial)	Data Scientist (Geospatial) will apply advanced data science, machine learning, and statistical modelling techniques to extract insights from large and complex geospatial datasets in support of the National Spatial	<p>Geospatial Data Science: Expertise in handling, analysing, and modelling spatial and spatio-temporal datasets. Programming & Analytics: Strong proficiency in Python, R, or Julia with libraries for geospatial analysis (GeoPandas, GDAL, Rasterio, PySAL, scikit-learn, TensorFlow).</p> <p>Machine Learning & AI: Experience in applying</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>Data Observatory (NSDO). The role will focus on integrating multi-source spatial data, developing predictive and analytical models, and enabling data-driven decision-making for spatial planning, monitoring, and policy development.</p>	<p>supervised/unsupervised learning, predictive modelling, and geospatial AI (GeoAI) for spatial insights. Big Data & Cloud Platforms: Familiarity with cloud-based geospatial platforms (Google Earth Engine, AWS, Azure, or GCP) and distributed data processing.</p> <p>Data Integration & Interoperability: Ability to work with diverse data sources (remote sensing, IoT, administrative data) and apply open geospatial standards.</p> <p>Statistical & Mathematical Modelling: Strong foundation in spatial statistics, Bayesian methods, and time-series analysis.</p> <p>Visualization & Communication: Skills in developing interactive dashboards, data stories, and spatial visualizations for diverse stakeholders.</p> <p>Domain Knowledge: Understanding of South African spatial planning, development frameworks (NSDF, SPLUMA, NDP), and policy geospatial indicators.</p> <p>Collaboration & Innovation: Ability to work in interdisciplinary</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
				teams, engage with government and research institutions, and contribute to capacity building within the NSDO ecosystem.
3.	Spatial Data Engineering	Data Engineers	Data Engineers will design, build, and maintain the data infrastructure required for the National Spatial Data Observatory (NSDO). They will ensure that geospatial and non-spatial datasets are efficiently ingested, stored, integrated, and made accessible through secure, scalable, and interoperable systems. Their role is critical in establishing the technical backbone of the NSDO, enabling reliable data pipelines, metadata standards, and system architectures that support advanced analytics, visualization, and decision-making.	Data Architecture & Systems Design: Expertise in designing scalable data systems, data warehouses, and spatial data infrastructures (SDI). Database Management: Proficiency with relational and non-relational databases (PostgreSQL/PostGIS, Oracle Spatial, MongoDB, Big Query). ETL & Data Pipelines: Strong skills in building Extract-Transform-Load (ETL) processes, data wrangling, and pipeline automation. Cloud & Distributed Systems: Experience with cloud platforms (AWS, Azure, GCP) and big data frameworks (Hadoop, Spark). Geospatial Data Infrastructure: Familiarity with OGC/ISO geospatial standards, APIs, and GeoServer for interoperable data sharing. Programming & Scripting: Proficiency in SQL, Python, Java, or Scala for data processing and automation. Data Governance & Security:

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
				<p>Understanding of data quality, access control, privacy, and compliance frameworks. Integration Skills: Ability to connect heterogeneous data sources, including geospatial, statistical, IoT, and remote sensing data. System Performance & Optimization: Skills in monitoring, troubleshooting, and optimizing large-scale data systems. Collaboration & Communication: Ability to translate complex data infrastructure needs into practical solutions for planners, policymakers, and technical teams.</p>
4.	Software Development	GIS Software Developers	GIS Software Developers will design, develop, and maintain custom geospatial applications, tools, and platforms that enable the functionality of the National Spatial Data Observatory (NSDO). They will be responsible for creating user-friendly interfaces, integrating geospatial services, and	<p>Software Development: Strong programming skills in languages such as Python, JavaScript, Java, or C#. Web & Mobile GIS Development: Experience in building web and mobile mapping applications using frameworks such as Leaflet, Open Layers, Map box, or ArcGIS API for JavaScript. Geospatial Services & APIs: Proficiency in implementing and consuming OGC-compliant services (WMS, WFS, WCS) and</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>ensuring that the NSDO provides accessible, innovative, and scalable digital solutions for spatial data visualization, analysis, and sharing.</p>	<p>RESTful APIs. Database & Backend Development: Knowledge of spatial databases (PostGIS, Oracle Spatial) and server-side technologies (Node.js, Django, .NET). UI/UX Design: Ability to design intuitive, responsive, and accessible interfaces for diverse users. Cloud & DevOps: Familiarity with cloud deployment (AWS, Azure, GCP), containerization (Docker, Kubernetes), and CI/CD pipelines. Integration & Interoperability: Skills in connecting GIS platforms with other systems (BI tools, statistical platforms, IoT data streams). Data Visualization: Expertise in developing interactive dashboards, 3D visualization, and geospatial storytelling tools. Problem-Solving & Innovation: Capacity to translate user needs into technical solutions and innovate around NSDO use cases. Collaboration: Ability to work with data scientists, analysts, and planners to ensure tools meet both technical and policy requirements</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
5.	Policy & Planning Expert	Planning Law Expert	<p>The Policy & Planning Expert will provide strategic guidance to align the National Spatial Data Observatory (NSDO) with national development priorities, spatial planning frameworks, and regulatory requirements. They will ensure that the NSDO's data products, indicators, and analytical outputs directly support evidence-based policymaking, spatial transformation, and integrated development planning across all spheres of government. Their role bridges the gap between technical geospatial outputs and policy application.</p>	<p>Policy & Regulatory Knowledge: In-depth understanding of South Africa's spatial governance frameworks (NSDF, SPLUMA, NDP, IUDF, and sector policies). Strategic Planning: Ability to link geospatial evidence to long-term planning, monitoring, and evaluation processes. Spatial Planning Expertise: Knowledge of SDFs, IDPs, land use management, and spatial equity considerations. Data-to-Policy Translation: Capacity to interpret and communicate complex geospatial data into actionable policy insights. Stakeholder Engagement: Strong ability to work with government, academia, private sector, and civil society to build consensus around NSDO outputs. Governance & Institutional Design: Experience in shaping institutional arrangements, policy instruments, and governance models for data-driven planning. Analytical & Research Skills: Ability to assess policy impacts, develop</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

14

No	Required Resources	Required Resource	Description	Skills Requirements
				<p>spatial indicators, and evaluate planning interventions.</p> <p>Communication & Advocacy: Strong skills in policy briefs, presentations, and stakeholder dialogue to influence decision-making.</p> <p>Capacity Building: Experience in strengthening institutional capabilities for data-driven planning within government departments and municipalities.</p> <p>Interdisciplinary Collaboration: Ability to work with data scientists, GIS specialists, and engineers to ensure policy relevance of NSDO outputs.</p>
6.	Monitoring and evaluation (M&E)	Monitoring & Evaluation Specialist	M&E Specialist will strengthen institutional capabilities and human resource skills required for the sustainable operation of the National Spatial Data Observatory (NSDO). They will design and implement training programmes, knowledge-sharing initiatives, and technical support to ensure	<p>Capacity Development: Experience in designing and delivering training, workshops, and knowledge transfer programmes tailored to different stakeholder groups.</p> <p>Monitoring & Evaluation: Strong background in developing M&E frameworks, indicators, and methodologies to measure institutional and project performance.</p> <p>Knowledge Management: Ability to set up systems for documenting, sharing,</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>that stakeholders across government, academia, and other sectors can effectively use NSDO tools and data. In addition, they will establish monitoring and evaluation frameworks to track the NSDO's performance, assess its impact on spatial governance and policy, and provide feedback for continuous improvement.</p>	<p>and institutionalising best practices and lessons learned. Change Management: Skills in managing organisational transformation and adoption of new data-driven practices. Curriculum Development: Expertise in developing training materials, toolkits, and e-learning content for geospatial and policy communities. Impact Assessment: Ability to evaluate the outcomes and socio-economic impacts of geospatial initiatives on policy and planning. Stakeholder Engagement: Strong facilitation and communication skills to coordinate across government, private sector, academia, and civil society. Project Management: Competence in planning, coordinating, and reporting on capacity-building and M&E activities. Policy & Planning Awareness: Understanding of South Africa's development and spatial planning frameworks (NSDF, SPLUMA, NDP, IUDF) to ensure relevance of training and evaluation. Collaboration &</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
				Interdisciplinary Work: Ability to work with policy experts, GIS specialists, and data scientists to align capacity development and M&E with NSDO objectives.
7.	Legal & Governance Advisors	Legal & Governance Specialist	The Legal & Governance Specialist will provide legal, regulatory, and institutional guidance to ensure that the National Spatial Data Observatory (NSDO) operates within a clear governance framework. This role will focus on developing policies, data governance frameworks, compliance mechanisms, and institutional arrangements that support secure, ethical, and sustainable management of geospatial data. The specialist will also ensure alignment with national legislation, international standards, and intergovernmental	Legal & Regulatory Expertise: Strong understanding of South African laws and policies of data governance, access to information, intellectual property, and privacy (e.g., POPIA, SPLUMA, NSDF, Spatial Data Infrastructure Act, PAIA). Governance Frameworks: Experience in designing institutional and governance models for multi-stakeholder initiatives, including data custodianship and stewardship arrangements. Policy & Compliance: Ability to interpret and apply policy frameworks, ensuring that NSDO operations comply with national legislation and international geospatial standards. Contracts & Agreements: Proficiency in drafting and reviewing legal agreements (MoUs, data-sharing agreements, SLAs, and licensing frameworks). Ethics & Data Security: Knowledge of ethical considerations, data

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>agreements, while fostering accountability and transparency in NSDO operations.</p>	<p>sovereignty, and cybersecurity in geospatial data management. Institutional Design: Skills in establishing mandates, roles, responsibilities, and decision-making processes for collaborative governance. Dispute Resolution & Risk Management: Capacity to anticipate and resolve legal or institutional conflicts related to data ownership, access, and sharing. International Standards & Frameworks: Familiarity with OGC/ISO standards, UN-GGIM principles, IGIF, and global best practices in geospatial governance. Stakeholder Engagement: Ability to work with government, private sector, academia, and civil society to negotiate and formalize governance arrangements. Strategic Communication: Strong ability to explain complex legal and governance issues in accessible terms for policymakers and technical experts.</p>
8.	Business Analysis	Business Analyst	Strong capability in requirements	The Business Analyst will serve as the critical link

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>gathering, stakeholder engagement, and documentation (BRDs, use cases, user stories). Knowledge of geospatial data systems, spatial data infrastructures (SDIs), and related ICT platforms is highly desirable. Proficiency in modelling tools (e.g., BPMN, UML, process flow diagrams). Experience in Agile/Scrum or similar project methodologies. Ability to translate technical jargon into business-friendly language and vice versa. Conduct stakeholder workshops to refine data-sharing requirements and service offerings. Support communication and change management plans for adoption of the NSDO.</p>	<p>between business needs, technical teams, and stakeholders in the development of the NSDO. The role involves gathering, analysing, and documenting functional and non-functional requirements, ensuring that system design and implementation align with the NSDO's strategic objectives. The Business Analyst will also facilitate stakeholder engagement, process improvement, and solution validation to guarantee that the NSDO platform delivers maximum value.</p> <p>Experience as a Business Analyst or Systems Analyst, preferably in a spatial data, government information systems, or ICT4D context. Experience working on large-scale data integration or digital transformation projects within the public sector. Proven experience in requirements elicitation, stakeholder engagement, and business process re-engineering. The role will focus on requirements gathering, business process mapping, data</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>Document governance and institutional arrangements supporting multi-sectoral data collaboration. Collaborate with the NSDO Project Management Office (PMO) to monitor milestones, deliverables, and risks.</p> <p>Contribute to drafting of technical specifications and tender documentation (where applicable). Comprehensive User Requirements Specification (URS) document for the NSDO. Process maps and data flow diagrams linking spatial data producers and users. Functional and technical requirement matrices for the NSDO platform.</p>	<p>governance alignment, and ensuring that the NSDO’s digital systems meet user, technical, and policy needs across government, academia, and industry.</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			<p>Stakeholder engagement and training reports. Contributions to data governance and standardisation frameworks aligned with ISO 19115 and SDI Act principles. Perform quality assurance of data flows, business processes, and system documentation.</p>	
9.	Town and Regional Planning	Town and Regional Planner	<p>Strong understanding of spatial planning systems, land use management, and spatial policy frameworks (SPLUMA, NDP, NSDF, MTSF). Ability to integrate planning datasets into decision-support tools and policy monitoring systems. Skilled in preparing and interpreting spatial plans, precinct plans, and development frameworks. Familiarity with national spatial</p>	<p>Strategic Alignment and Spatial Planning Integration. Ensure that the NSDO's design and implementation are aligned with national spatial planning frameworks, including the Spatial Planning and Land Use Management Act (SPLUMA), National Spatial Development Framework (NSDF), National Development Plan (NDP), and District Development Model (DDM). Spatial Data Needs Identification and Standardisation Collaborate with GIS specialists and data engineers to ensure that planning datasets are accurate, interoperable, and policy-relevant.</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			transformation agendas.	<p>Spatial Analysis and Insight Generation. Support the creation of spatial indicators and monitoring tools that assess progress toward national development outcomes (e.g., spatial justice, economic inclusion, rural transformation). Produce spatial evidence and visualisations for reports, dashboards, and planning briefs. Bridge the gap between data-driven insights and planning policy formulation, ensuring that outputs from the NSDO are actionable for planners and policymakers. Provide guidance on how spatial data can enhance land governance, spatial efficiency, and coordination across sectors. Support the integration of NSDO outputs into municipal and provincial Integrated Development Plans (IDPs) and Spatial Development Frameworks (SDFs). Support monitoring and evaluation of how NSDO outputs influence planning practices and policy decisions.</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
10.	Research	The Researcher (NSDO)	<p>The Researcher (NSDO) provides the analytical backbone of the observatory, transforming raw spatial and non-spatial data into policy insights. Managing spatial data audits, coordinating observatory outputs. Supports the integration of research, spatial data and performance indicators to inform national and regional spatial planning, land reform and rural development initiatives under DLRRD.</p> <p>The Researcher ensures that the NSDO becomes a knowledge-generating platform, not just a data repository. Supports the translation of spatial data into actionable policy insights, enables cross-sector monitoring of development outcomes,</p>	Conducting applied spatial and socio-economic research, supporting data governance, metadata development and indicator design, producing analytical reports, dashboards and policy briefs, supporting monitoring and evaluation of spatial transformation and development outcomes.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Required Resources	Required Resource	Description	Skills Requirements
			strengthens the scientific and evidence base for spatial planning and enhances the quality, credibility, and accessibility of spatial data used by planners and policymakers.	

6.1 Resource Requirements

6.1.1 The successful bidder will be required to provide a list of all its technical staff assigned on this project as per the requirements on the table 2 below;

6.1.2 The below mentioned resources will be required **as and when required for a duration of thirty-six (36) months;**

6.1.3 Any replacement of resource should be done in consultation with the department; and

Replacement of any resource should meet the requirements as stipulated in the below Table 2 resource requirements.

Table 2 : Resource Requirements

No	Resource Required	Quantity	Years of experience	Qualifications & certification
1.	GISc Professional	2	10 years' experience in GIS and spatial data management, preferably in government, research institutions, or large-scale geospatial initiatives. Demonstrated experience in:	Bachelor's degree (NQF 7) or higher qualification in Geography, Geoinformatics, Geomatics Registered as a Geomatics Professional: Geographical Information Science with SAGC.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

24

No	Resource Required	Quantity	Years of experience	Qualifications & certification
			<p>Managing and integrating multi-source geospatial datasets. Implementing spatial data infrastructures (SDI) and metadata standards.</p> <p>Advanced geospatial analysis, visualization, and reporting for policy and planning.</p> <p>Working with national or international geospatial frameworks (e.g., NSDF, SPLUMA, UN-GGIM/IGIF).</p> <p>Proven track record of supporting multi-stakeholder geospatial projects, capacity building, and technology transfer.</p> <p>Experience in South African spatial governance and planning frameworks will be highly desirable.</p>	
2.	Data Scientist	2	<p>10 years applying data science and machine learning to geospatial data.</p> <p>Demonstrated work with AI/GeoAI, predictive modelling, and spatial statistics.</p> <p>Experience integrating satellite, IoT, and administrative datasets.</p>	Bachelor's degree (NQF 7) or higher qualification in data science, Statistics, Computer Science, or Geoinformatics.
3.	Data Engineers	2	7 years' experience in data engineering/architecture with geospatial or big data systems with	Bachelor's degree (NQF 7) or higher qualification in computer science, Information Systems, Data Engineering

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

25

No	Resource Required	Quantity	Years of experience	Qualifications & certification
			<p>proven ability to design and manage SDI/Data infrastructures and strong ETL, API development and cloud integration experience</p> <p>Proficiency in SQL (various engines: PostgreSQL, MSSQL, Oracle, etc.) and strong database design / modelling skills.</p> <p>Exposure to cloud environments (AWS, Azure, GCP) and their data services: data lakes, data warehouses, compute, storage.</p>	
4.	GIS Software Developers	2	<p>8 years' experience in GIS application/software development.</p> <p>Demonstrated expertise in building custom GIS tools, dashboards, and APIs.</p> <p>Experience in deploying scalable geospatial solutions on cloud platforms.</p>	Bachelor's degree (NQF 7) or higher qualification in Computer Science, /Software Engineering, or Geoinformatics.
5.	Planning Law Expert	1	<p>10 years' experience in spatial planning and policy development.</p> <p>Proven expertise in applying NSDF, SPLUMA, NDP, IUDF frameworks. Experience translating geospatial data into policy insights.</p>	Bachelor's degree (NQF 7) or higher qualification in Urban & Regional Planning, Public Policy.
6.	Monitoring & Evaluation Specialist	1	<p>10 years' experience in the development of monitoring and</p>	Bachelor's degree (NQF 7) or higher qualification in Public

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Resource Required	Quantity	Years of experience	Qualifications & certification
			evaluation indexes of data infrastructure or digital transformation initiatives – experience in developing or implementing M&E frameworks for national data systems, observatories, or information management platforms. Developing indicators and metrics for data sharing and interoperability – experience designing performance indicators that track data integration, accessibility, and use across departments. Results-based management (RBM) in government or research institutions – linking data outputs to strategic objectives in alignment with frameworks like the National Development Plan (NDP), MTSF, or SDGs. Reporting and dashboarding – experience in using digital tools (e.g., Power BI, Tableau, ArcGIS Insights) to visualise and report on programme performance and impact. Managing spatial data audits, coordinating observatory outputs.	Administration/Monitoring & Evaluation.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Resource Required	Quantity	Years of experience	Qualifications & certification
7.	Legal & Governance Specialist	1	<p>10 years' experience in Planning Law, advisory roles, in-depth knowledge of Planning and Spatial Data legislation, including SPLUMA, SDI Act, POPIA, PAIA and related frameworks. Proven experience in institutional governance design and data-sharing agreements.</p> <p>Proven experience in developing and reviewing data-sharing agreements, Memoranda of Understanding (MoUs), and institutional governance frameworks. Expertise in regulatory compliance, privacy, and information access laws. Ability to interpret and advise on public sector governance structures and policy alignment. Strong legal drafting, analytical, and advisory skills. Experience in providing strategic legal support to multidisciplinary teams, especially in geospatial or data infrastructure projects.</p>	(LLB) NQF 8 qualification.
8.	Business Analyst	1	7 years' post qualification experience as a Business Analyst, preferably within ICT,	Bachelor's degree (NQF 7) or higher qualification in information systems,

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Resource Required	Quantity	Years of experience	Qualifications & certification
			government, or geospatial/data-driven projects. Proven track record of working with multidisciplinary teams (ICT, GIS, data scientists, policy experts). Demonstrated ability to support digital transformation or large-scale system development projects and system analysis.	Computer Science, Business Management.
9.	Town and Regional Planner	2	Registered as a Professional Planner with the South African Council for Planners (SACPLAN). Minimum of 7 years' experience in spatial or regional planning. with at least 7 years' post-qualification experience in spatial planning, policy formulation, or spatial data governance. Registration with SACPLAN as a Professional. Experience should include work in spatial data infrastructures (SDIs), national spatial planning frameworks, integrated development planning, or spatial data	Bachelor's degree (NQF 7) or higher qualification in Town and Regional Planning/Urban and Regional Planning/Spatial Planning.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Resource Required	Quantity	Years of experience	Qualifications & certification
			observatories. Development of Spatial Development Frameworks (SDFs), precinct plans, and land-use schemes. Integrating datasets for analysis and spatial decision-making. Applying SPLUMA, NSDF, and provincial frameworks to align spatial data with governance objectives. Facilitating collaboration between local, provincial, and national entities for data standardization and integration. Producing analytical outputs, policy briefs, and spatial evidence reports to inform NSDO products. Managing spatial data audits, coordinating observatory outputs.	
10.	Researcher	1	Registration if you are a GISc Professional with SAGC or if you are a Town and Regional Planner must be registered with SACPLAN, as a Professional. The Researcher ensures that the NSDO becomes a knowledge-generating platform, not just a data repository. Supports the translation	Bachelor's Degree (NQF Level 7) or higher qualification in any of the following disciplines: Geography/ Geoinformatics/ Spatial Planning/ Environmental Science/ Planning, Development Studies/ Social Sciences or Data Science or Statistics.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

No	Resource Required	Quantity	Years of experience	Qualifications & certification
			of spatial data into actionable policy insights, enables cross-sector monitoring of development outcomes, strengthen the scientific and evidence base for spatial planning and enhances the quality, credibility, and accessibility of spatial data used by planners and policymakers. Managing spatial data audits, coordinating observatory outputs. 7 years of applied research experience in geospatial, socio-economic, or environmental domains.	

7. MANDATORY REQUIREMENTS

- 7.1 A fully completed pricing schedule on the prescribed template must be submitted **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED)**
- 7.2 Bidders must attend a physical compulsory briefing session, Failure to attend the briefing session will result in disqualification.
- 7.3 Bidders must complete **the attached Annexure A** which is an organogram demonstrating capacity of all required resources. Failure to provide all the required (15) resources will result in disqualification.
- 7.4 Bidders must attach as part of the bid submission, qualifications and certificates or proof of professional/statutory registration (SAGC, SACPLAN and Legal Practice Council of South Africa), which must be clearly legible and proof of payment or receipt

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

31

confirming that the registration is active for the current calendar year for the resources listed below and in the attached **Annexure A**.

No.	Resources	Qualifications	Professional/Statutory Registration
1.	GISc Professional- X2	Bachelor's degree (NQF 7) or higher qualification in Geography, Geoinformatics, Geomatics.	Proof of registration as a Geomatics Professional: Geographical Information Science with SAGC.
2.	Data Scientist (Geospatial) -X2	Bachelor's degree (NQF 7) or higher qualification in data science, Statistics, Computer Science, or Geoinformatics.	None
3.	Data Engineers - X2	Bachelor's degree (NQF 7) or higher qualification in computer science, Information Systems, Data Engineering.	None
4.	GIS Software Developer- X2	Bachelor's degree (NQF 7) or higher qualification in Computer Science,/Software Engineering, or Geoinformatics.	None
5.	Planning Law Expert - X1	Bachelor's degree (NQF 7) or higher qualification in Urban & Regional Planning, Public Policy.	None
6.	Monitoring & Evaluation Specialist -X1	Bachelor's degree (NQF 7) or higher qualification in Public Administration /Monitoring & Evaluation.	None
7.	Legal & Governance Specialist -X1	(LLB) NQF 8 qualification.	Proof of admission as an Attorney or Advocate of the High Court of South Africa. Proof of registration or certification with the Legal Practice Council of South Africa.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

8.	Business Analyst - X1	Bachelor's degree (NQF 7) or higher qualification in information systems, Computer Science, Business Management.	None
9.	Town and Regional Planner- X2	Bachelor's degree (NQF 7) or higher qualification in Town and Regional Planning/Urban and Regional Planning/Spatial Planning.	Proof of registration as a Professional Planner with the South African Council for Planners (SACPLAN).
10.	Researcher- X1	Bachelor's Degree (NQF Level 7) or higher qualification in any of the following disciplines: Geography/ Geoinformatics/ Spatial Planning/ Environmental Science/ Planning, Development Studies/ Social Sciences or Data Science or Statistics.	Proof of registration if you are a GISc Professional with SAGC or if you are a Town and Regional Planner must be registered with SACPLAN, as a Professional.

8. EVALUATION CRITERIA

8.1. This bid shall be evaluated in two stages. The first stage, bids will be evaluated on functionality whilst the second stage will be evaluated in accordance with 80/20 preference points system as stipulated below:

8.2 The First Stage Evaluation of Functionality:

8.2.1 The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

8.2.2 The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

Table 3 : Evaluation Criteria

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<p>Company Experience</p>	<ul style="list-style-type: none"> • The Service Provider must: Demonstrate proven experience in providing geospatial, and professional services in support of national or provincial government programmes, digital transformation, or spatial data infrastructure projects within the last ten (10) years. • Provide at least three (3) reference letters from contactable clients, confirming successful provision of professional resources (e.g., GIS specialists, data scientists, data engineers, business analysts, legal/governance experts). • Each reference letter must clearly specify: Type of service provided (e.g., data integration, spatial platform development and digital governance), evidence letters clearly show experience in large-scale, multi-disciplinary or national digital / geospatial programmes (e.g., NSDI, GIS modernisation, Data Hubs, or Smart Governance platforms). Clearly specify the duration of the service (start and end date). Include the name, designation and contact details of the signatory. • Each Reference Letter must indicate experience in comparable projects involving spatial data infrastructure, data analytics, ICT integration, or policy support. • Experience in placing or managing technical teams • Experience supporting SDI-type projects • Each Reference letter must indicate client satisfaction of experience in managing or deploying ICT/geospatial professionals for complex, data-driven or spatial data infrastructure projects. • All reference letters must be on the letterhead of the client, duly signed, dated, stamped by the Client and verifiable. <p>Note: The Department reserves the right to verify the authenticity of the information provided.</p> <p>I. The service provider has provided one (1) reference letters from contactable Corporate or Government</p>	<p>40</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>clients demonstrating successful provision of ICT, spatial data, and professional resource services within the last 10 years. 1 – Poor</p> <p>II. The service provider has provided two (2) reference letters from contactable Corporate or Government clients demonstrating successful provision of ICT, spatial data, and professional resource services within the last 10 years. 2 – Average</p> <p>III. The service provider has provided three (3) reference letters from contactable Corporate or Government clients demonstrating successful provision of ICT, spatial data, and professional resource services within the last 10 years. 3 – Good</p> <p>IV. The service provider has provided four (4) reference letters from contactable Corporate or Government clients demonstrating successful provision of ICT, spatial data, and professional resource services within the last 10 years. 4 – Very good</p> <p>V. The service provider has provided five (5) reference letters from contactable Corporate or Government clients demonstrating successful provision of ICT, spatial data, and professional resource services within the last 10 years.</p> <p>5 – Excellent</p>	
<p>Team Qualifications & Experience</p>	<p>Demonstrate the firm’s capacity to provide qualified and experienced resources to support data migration, integration, and harmonisation activities critical to the development and implementation of the National Spatial Data Observatory (NSDO).</p> <p>N.B Attach detailed <u>CVs clearly reflecting previous work experience in the below mentioned fields. key achievements and qualifications.</u> (CVs and qualifications must be for both members)</p>	<p>20</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p style="text-align: center;">1. GISc Professional – X2</p> <p>GISc Professionals must have a Bachelor’s Degree (NQF 7) or higher qualification in Geography, Geoinformatics, Geomatics (Registered as a Geomatics Professional), Geographical Information Science with SAGC with 10 years’ experience in GIS (Geographic Information System) and Spatial data management projects, coordinating observatory outputs, preferably within government, research institutions, or large-scale geospatial initiatives. Demonstrated experience in managing and integrating multi-source geospatial datasets. Implementing spatial data infrastructures (SDI) and metadata standards. Advanced geospatial analysis, visualization, and reporting for policy and planning. Working with national or international geospatial frameworks (e.g., NSDF, SPLUMA, UN-GGIM/IGIF). Proven track record of supporting multi- stakeholder geospatial projects, capacity building, and technology transfer. Experience in South African spatial governance and planning frameworks will be highly desirable.</p> <p>N.B Attach 2X detailed <u>CVs clearly reflecting previous work experience in GIS and Data Management projects, preferably within government, research institutions or limited experience.</u> <u>key achievements and qualifications.</u> (CVs and qualifications must be for both members)</p> <p>Scoring ratings:</p> <p>I. Does not have a Bachelor’s degree (NQF 7), have less than 5 years’ experience in GIS and</p>	<p>2</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	<p>Data Management projects, preferably within government, research institutions or limited experience= Poor (Score 1)</p> <p>II. Bachelor’s Degree (NQF 7) qualification with more than 5 years but less than 10 years’ experience in GIS and Data Management projects, preferably within government, research institutions, or large-scale geospatial initiatives in GIS support roles = Average (Score 2)</p> <p>III. Bachelor’s Degree (NQF 7) or higher qualification Management with 10 years’ experience in GIS and Data projects, preferably within government, research institutions, or large-scale geospatial initiatives in general GIS management =Good (Score 3)</p> <p>IV. Honours Degree (NQF 8) or higher qualification with more than 10 years but less than 15 years’ experience in GIS and Data Management projects, preferably within government, research institutions, or large-scale geospatial initiatives = Very Good (Score 4)</p> <p>V. Master’s Degree (NQF 9) or higher qualification with 15+ years’ experience in national or provincial GIS and Data management projects, preferably within government, research institutions, or large-scale geospatial initiatives or in large-scale GIS work = Excellent (Score 5)</p>		
	<p align="center">2. Data Scientist (Geospatial) – X2</p> <p>Data Scientists must have a Bachelor’s Degree (NQF 7) or higher qualification in Data Science, Statistics, Computer Science or Geoinformatics with 10 years’ experience in applying data science</p>	<p>2</p>	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>and machine learning (ML) to geospatial. Experience integrating satellite, IoT, and administrative datasets.</p> <p>N.B Attach 2X detailed <u>CVs clearly reflecting previous work experience in applying data science and machine learning (ML) to geospatial. <u>key achievements and qualifications.</u> (CVs and qualifications must be for both members)</u></p> <p>Score rating:</p> <ol style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7), have less than 7 years’ experience in applying data science and machine learning (ML) to geospatial = Poor (Score 1) II. Bachelor’s Degree (NQF 7) qualification with more than 7 years but less than 10 years’ experience in applying data science and machine learning (ML) to geospatial = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification with 10 years’ experience in applying data science and machine learning (ML) to geospatial = Good (Score 3) IV. Honours Degree (NQF 8) or higher qualification with more than 10 years but less than 15 years’ experience in applying data science and machine learning (ML) to geospatial = Very Good (Score 4) V. Master’s Degree (NQF 9) or higher qualification with more than 15 years’ experience in applying data science and machine learning (ML) to geospatial = Excellent (Score 5) 	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p style="text-align: center;">3. Data Engineers – X2</p> <p>Data Engineers must have a Bachelor’s degree (NQF 7) or higher qualification in Computer Science/Information Systems/Data Engineering with 7 years’ experience in data engineering/architecture with geospatial or big data systems with proven ability to design and manage SDI/Data infrastructures and strong ETL, API development and cloud integration experience. Proficiency in SQL (various engines: PostgreSQL, MSSQL, Oracle, etc.) and strong database design/ modelling skills. Exposure to cloud environments (AWS, Azure, GCP) and their data services: data lakes, data warehouses, compute, storage.</p> <p>N.B Attach 2X detailed <u>CVs clearly reflecting previous work experience in data engineering/architecture with geospatial or big data systems. key achievements and qualifications.</u> (CVs and qualifications must be for both members)</p> <p>Score rating:</p> <ul style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7), have less than 5 years’ experience in data engineering/architecture with geospatial or big data systems = Poor (Score 1) II. Bachelor’s Degree (NQF 7) with more than 5 years but less than 7 years’ experience in data engineering/architecture with geospatial or big data systems = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification with 7 years’ experience in data engineering/architecture with 	<p>2</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>geospatial or big data systems =Good (Score 3)</p> <p>IV. Honours Degree (NQF 8) or higher qualification with more than 7 years but less than 10 years' experience in data engineering/architecture with geospatial or big data systems = Very Good (Score 4)</p> <p>V. Master's Degree (NQF 9) or higher qualification with more than 10 years' data engineering/architecture with geospatial or big data systems = Excellent (Score 5)</p>	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p style="text-align: center;">4. GIS Software Developer – X2</p> <p>GIS Software Developer must have a Bachelor’s degree (NQF 7) or higher qualification in Computer Science/Software Engineering or Geoinformatics, with 8 years’ experience in GIS application/software development, demonstrated expertise in building custom GIS tools, dashboards, and APIs, experience in deploying scalable geospatial solutions on cloud platforms.</p> <p>N.B Attach 2X detailed <u>CVs clearly reflecting previous work experience in GIS application/software development. <u>key achievements and qualifications.</u></u> (CVs and qualifications must be for both members)</p> <p>Score rating:</p> <ul style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7), have less than 5 years’ experience in GIS application/software development, demonstrated expertise in building custom GIS tools, dashboards, and APIs, experience in deploying scalable geospatial solutions on cloud platforms. = Poor (Score 1) II. Bachelor’s Degree (NQF 7) with more than 5 years but less than 8 years’ experience in GIS application/software development, demonstrated expertise in building custom GIS tools, dashboards, and APIs, experience in deploying scalable geospatial solutions on cloud platforms. = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification with 8 years’ experience in GIS 	<p>2</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>application/software development, demonstrated expertise in building custom GIS tools, dashboards, and APIs, experience in deploying scalable geospatial solutions on cloud platforms. = Good (Score 3)</p> <p>IV. Honours Degree (NQF 8) or higher qualification with more than 8 years but less than 10 years' experience in GIS application/software development, demonstrated expertise in building custom GIS tools, dashboards, and APIs, experience in deploying scalable geospatial solutions on cloud platforms. = Very Good (Score 4)</p> <p>V. Master's Degree (NQF 9) or higher qualification with more than 10 years' GIS application/software development, demonstrated expertise in GIS application/software development, demonstrated expertise in building custom GIS tools, dashboards, and APIs, experience in deploying scalable geospatial solutions on cloud platforms. = Excellent (Score 5)</p>	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p style="text-align: center;">5. Planning Law Expert – X1</p> <p>Planning Law Expert must have a Bachelor’s degree (NQF 7) or higher qualification in Urban & Regional Planning, Public Policy with 10 years’ experience in spatial planning and policy development, proven expertise in applying the NSDF, SPLUMA, NDP, IUDF frameworks and experience translating geospatial data into policy insights.</p> <p>N.B Attach detailed <u>CVs clearly reflecting previous work experience in spatial planning and policy development. key achievements and qualifications.</u></p> <p>Score rating:</p> <ul style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7), have less than 7 years’ experience in spatial planning and policy development, proven expertise in applying NSDF, SPLUMA, NDP, IUDF frameworks and experience translating geospatial data into policy insights = Poor (Score 1) II. Bachelor’s Degree (NQF 7) with more than 7 years but less than 10 years’ experience in spatial planning and policy development, proven expertise in applying NSDF, SPLUMA, NDP, IUDF frameworks and experience translating geospatial data into policy insights = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification with 10 years’ experience in spatial planning and policy development, proven expertise in applying NSDF, 	<p>2</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	<p>SPLUMA, NDP, IUDF frameworks and experience translating geospatial data into policy insights = Good (Score 3)</p> <p>IV. Honours Degree (NQF 8) or higher qualification with more than 10 years but less than 15 years' experience in spatial planning and policy development, proven expertise in applying NSDF, SPLUMA, NDP, IUDF frameworks and experience translating geospatial data into policy insights = Very Good (Score 4)</p> <p>V. Master's Degree (NQF 9) or higher qualification with more than 15 years' experience in spatial planning and policy development, proven expertise in applying NSDF, SPLUMA, NDP, IUDF frameworks and experience translating geospatial data into policy insights = Excellent (Score 5)</p>		
	<p align="center">6. Monitoring & Evaluation Specialist – X1</p> <p>Monitoring & Evaluation Specialist must have a Bachelor's degree (NQF 7) or higher qualification in Public Administration/Monitoring & Evaluation with 10 years' experience in the development of monitoring and evaluation indexes of data infrastructure or digital transformation initiatives – experience in developing or implementing M&E frameworks for national data systems, observatories, or information management platforms. Developing indicators and metrics for data sharing and interoperability – experience designing performance indicators that track data integration, accessibility, and use across departments. Results-based management (RBM)</p>	2	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

44

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>in government or research institutions – linking data outputs to strategic objectives in alignment with frameworks like the National Development Plan (NDP), MTSF, or SDGs. Reporting and dashboarding – experience in using digital tools (e.g., Power BI, Tableau, ArcGIS Insights) to visualise and report on programme performance and impact. Managing spatial data audits, coordinating observatory outputs.</p> <p>N.B Attach detailed <u>CVs clearly reflecting previous work experience in building M&E digital systems for large-scale, data driven initiatives.</u></p> <p><u>key achievements and qualifications.</u></p> <p>Score rating:</p> <ol style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7), have less than 7 years’ experience in building M&E digital systems for large-scale, data driven initiatives = Poor (Score 1) II. Bachelor’s Degree (NQF 7) with more than 7 years but less than 10 years’ experience in building M&E digital systems for large-scale, data driven initiatives = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification with 10 years’ experience in building M&E digital systems for large-scale, data driven initiatives = Good (Score 3) IV. Honours Degree (NQF 8) or higher qualification with more than 10 years but less than 15 years’ experience in building M&E digital systems for large-scale, data driven initiatives = Very Good (Score 4) 	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	<p>V. Master’s Degree (NQF 9) or higher qualification with more than 15 years’ experience in building M&E digital systems for large-scale, data driven initiatives. = Excellent (Score 5)</p>		
	<p>7. Legal Governance Specialist – X1</p> <p>Legal Governance Specialist must have a in Law (LLB) NQF 8 with 10 years’ experience in Planning Law, advisory roles, in-depth knowledge of Planning and Spatial Data legislation, including SPLUMA, SDI Act, POPIA, PAIA, and related frameworks. Proven experience in developing and reviewing data-sharing agreements, Memoranda of Understanding (MoUs), and institutional governance frameworks. Expertise in regulatory compliance, privacy, and information access laws. Ability to interpret and advise on public sector governance structures and policy alignment. Strong legal drafting, analytical, and advisory skills. Experience in providing strategic legal support to multidisciplinary teams, especially in geospatial or data infrastructure projects.</p> <p>N.B Attach detailed <u>CVs clearly reflecting previous work experience in Legal/Governance for Spatial Governance data projects. key achievements and qualifications.</u></p> <p>Score rating:</p> <p>I. Does not have an LLB Degree (NQF 8) qualification in the field of law with less than 7 years’ experience in Legal/Governance</p>	<p>2</p>	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	<p>for Spatial Governance data projects = Poor (Score 1)</p> <p>II. LLB Bachelor’s Degree (NQF 8) with more than 7 years’ but less than 10 years’ experience in legal/governance for Spatial Governance data projects = Average (Score 2)</p> <p>III. LLB Degree (NQF 8) with 10 years’ experience in legal/governance for Spatial Governance data projects = Good (Score 3)</p> <p>IV. LLB Degree (NQF 8) and Admission as an Attorney/Advocate with more than 10 years’ but less than 15 years’ experience in Legal/Governance for Spatial Governance data projects = Very Good (Score 4)</p> <p>V. LLB Degree (NQF 8) or higher qualification and Admission as an Attorney/Advocate with more than 15 years’ experience in Legal/Governance for Spatial governance data projects = Excellent (Score 5)</p>		
	<p>8. Business Analyst – X1</p> <p>Business Analyst must have a Bachelor’s Degree (NQF 7) or higher qualification in Information Systems, Computer Science, Business Management, with 7 years’ post qualification experience as a Business Analyst, preferably within ICT, government or geospatial/data-driven projects. Proven track record of working with multidisciplinary teams (ICT, GIS, data scientists, policy experts). Demonstrated ability to support digital transformation or large- scale system development projects and system analysis.</p>	2	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>N.B Attach detailed <u>CVs clearly reflecting previous work experience in ICT/Geospatial business analysis. key achievements and qualifications.</u></p> <p>Score rating:</p> <ul style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7) less than 5 years’ experience in ICT/Geospatial business analysis = Poor (Score 1) II. Bachelor’s Degree (NQF 7) in information systems, computer science or business management with more than 5 years but less than 7 years’ post qualification experience in ICT/Geospatial business analysis = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification in information systems, computer science or Business Management with 7 years’ post qualification experience in ICT/Geospatial business analysis = Good (Score 3) IV. Honours Degree (NQF 8) or higher qualification in information systems, computer science or Business Management with more than 7 years but less than 10 years’ post qualification experience in ICT/Geospatial business analysis = Very Good (Score 4) V. Master’s Degree (NQF 9) or higher qualification in information systems, computer science or business Management with more than 10 years’ experience in ICT/Geospatial business analysis = Excellent (Score 5) 	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p style="text-align: center;">9. Town and Regional Planner – X2</p> <p>Town and Regional Planner must have a Bachelor’s degree (NQF 7) or higher qualification in Town and Regional Planning/Urban and Regional Planning/Spatial Planning, with 7 years’ post-qualification experience in spatial planning, policy formulation, or spatial data governance. Registration with SACPLAN as a Professional.</p> <p>Experience should include work in spatial data infrastructures (SDIs), national spatial planning frameworks, integrated development planning, or spatial data observatories. Development of Spatial Development Frameworks (SDFs), precinct plans, and land-use schemes. Integrating datasets for analysis and spatial decision-making. Applying SPLUMA, NSDF, and provincial frameworks to align spatial data with governance objectives. Facilitating collaboration between local, provincial, and national entities for data standardization and integration. Producing analytical outputs, policy briefs, and spatial evidence reports to inform NSDO products. Managing spatial data audits, coordinating observatory outputs.</p> <p>N.B Attach 2X detailed <u>CVs clearly reflecting previous work experience in spatial planning, policy formulation, or spatial data governance. key achievements and qualifications.</u> (CVs and qualifications must be for both members)</p> <p>Score rating:</p> <p>I. Does not have a Bachelor’s degree (NQF 7) with less than 4 years’ experience in spatial</p>	<p>2</p>

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	<p>planning and data governance and/or not registered with SACPLAN = Poor (Score 1)</p> <p>II. Bachelor’s Degree (NQF 7) in Town and Regional Planning with more than 4 years but less than 7 years’ post-qualification experience in spatial planning and data governance and/or not registered with SACPLAN =Average (Score 2)</p> <p>III. Bachelor’s Degree (NQF 7) or higher qualification in Town and Regional Planning with SACPLAN registration with 7 years’ post-qualification experience in spatial planning and data governance = Good (Score 3)</p> <p>IV. Honours Degree (NQF 8) or higher qualification in Town and Regional Planning with SACPLAN registration with more than 7 years but less than 10 years’ post-qualification experience in spatial planning and data governance = Very Good (Score 4)</p> <p>V. Master’s Degree (NQF 9) or higher qualification in Town and Regional Planning with SACPLAN registration with more than 10 years’ relevant experience in spatial planning and data governance = Excellent (Score 5)</p>		
	<p>10. Researcher – X1</p> <p>Researcher must have a Bachelor’s Degree (NQF Level 7) or higher qualification in any of the following disciplines: Geography, Environmental Science, Planning, Development Studies, Statistics. Registration if you are a GISc Professional with SAGC or if you are a Town and</p>	2	

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

	<p>Regional Planner must be registered with SACPLAN, as a Professional.</p> <p>The Researcher ensures that the NSDO becomes a knowledge-generating platform, not just a data repository. Supports the translation of spatial data into actionable policy insights, enables cross-sector monitoring of development outcomes, strengthen the scientific and evidence base for spatial planning and enhances the quality, credibility, and accessibility of spatial data used by planners and policymakers. Managing spatial data audits, coordinating observatory outputs. 7 years of applied research experience in geospatial, socio-economic, or environmental domains.</p> <p>N.B Attach detailed <u>CVs clearly reflecting previous work experience in applied research in geospatial, socio-economic, or environmental domains. key achievements and qualifications.</u></p> <p>Score rating:</p> <ul style="list-style-type: none"> I. Does not have a Bachelor’s degree (NQF 7) with less than 5 years’ experience in general research with limited relevance to spatial or data-driven policy = Poor = (Score 1) II. Bachelor’s Degree (NQF 7) in Geography / Geoinformatics / Spatial Planning, Social Sciences or Data Science or Statistics (with applied research focus) with more than 5 years’ experience but less than 7 years’ experience in general research with limited relevance to spatial or data-driven policy = Average (Score 2) III. Bachelor’s Degree (NQF 7) or higher qualification in Geography / Geoinformatics 		
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TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

51

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>/ Spatial Planning, Social Sciences or Data Science or Statistics (with applied research focus) with 7 years of research experience in government, academia, or consulting = Good (Score 3)</p> <p>IV. Honours Degree (NQF 8) or higher qualification in Geography / Geoinformatics / Spatial Planning, Social Sciences or Data Science or Statistics (with applied research focus) with more than 7 years' experience but less than 10 years' experience in applied research and publication record = Very Good (Score 4)</p> <p>V. Master's Degree (NQF 9) or higher qualification in Geography / Environmental Science, Planning, Development Studies, Statistics with more than 10 years' experience in government, academia, or consulting, applied research and publication record = Excellent (Score 5)</p>	
<p>Proposed Methodology</p>	<p>The proposed methodology must clearly demonstrate the Service Provider's ability to:</p> <p>The proposed methodology will be evaluated against the following areas:</p> <ul style="list-style-type: none"> – Resource Delivery Capacity – Demonstrates ability to deliver qualified professionals within the required timeframes. – Clear approach to maintaining a pipeline of skills and ensuring availability. – Resource Management Processes – Performance monitoring, reporting, and improvement measures. – Continuity and Quality Assurance – Handover and knowledge transfer mechanisms. – Strategies for ensuring service continuity and minimising disruptions. – Approaches to maintaining consistent quality of expert services. – Risk Management and Communication – Identification of key risks and mitigation strategies. 	<p>40</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<ul style="list-style-type: none"> - Clear communication and escalation framework with the client. - The value adds must relay; strong value-adds, including rapid resource replacement, technical accelerators, governance toolkits, advanced capacity-building, knowledge products, stakeholder engagement tools, robust QA and risk management, and comprehensive handover and sustainability planning. I. Methodology does not demonstrate understanding of the ToR requirements, lacks structure and realism. = Poor (Score 1) II. Methodology addresses ToR requirements but lacks details in critical key areas. = Average (Score 2) III. Methodology addresses ToR requirements and contains details of all key areas. = Good (Score 3) IV. Methodology addresses ToR requirements and contains details of all key areas with one additional value-add. Have some advanced understanding and are clearly implementable. = Very Good (Score 4) V. Methodology addresses ToR requirements and contains details of all key areas with more than one value-add. Have advanced value ads and is clearly implementable. = Excellent (Score 5) 	
TOTAL POINTS OF FUNCTIONALITY		100

NB: Bids that fail to score minimum of 60 points on functionality will not be considered further evaluation.

8.3 Second stage - evaluation in terms of 80/20 preference points system:

8.3.1 POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

8.3.2 POINTS AWARDED FOR SPECIFIC GOALS

- 8.3.2.1 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.
- 8.3.2.2 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— 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
- 8.3.2.3 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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54

Table 4 : 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)
<p>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-</p> <p>Before 27 April 1994</p> <p>On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date</p>	8		
<p>II. Who is female</p>	5		
<p>III. Who has a disability</p>	2		
<p>IV. Specific goal: Who is youth</p>	2		
<p>V. Specific goal: Locality (Promotion of SA owned enterprises)</p>	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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55

9. TERMS AND CONDITIONS OF THE BID

- 9.1 No bid shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.
- 9.2 Awarding of the bid will be subject to the Service Provider expressing acceptance of the DLRRD Supply Chain Management general conditions of contract.
- 9.3 The DLRRD and successful Service Provider will sign a Service Level Agreement upon appointment.
- 9.4 The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after receiving official order.
- 9.5 Project team members must be available for the duration of the project; the service provider is not allowed to change the composition without prior consent of the DLRRD.
- 9.6 Financial penalties will be imposed for failure to adherence or compliance to the responsibilities of service provider as stipulated in section 5, without providing:
- a) Timely notification of such non-compliance.
 - b) Reasons for the non-compliance.
 - c) Supporting evidence that the non-compliance was outside of the influence of the service provider.
- 9.7 Original invoices to substantiate all costs must be provided. The invoices should include the DLRRD purchase order number that will be provided to the selected service provider upon acceptance of the proposal.
- 9.8 The Department reserves the right not to appoint anyone without giving any reasons.
- 9.9 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DLRRD, except where duly authorized to do so in writing by the DLRRD.
- 9.10 The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.
- 9.11 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

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56

11. TRAVEL AND ACCOMODATION

Travelling costs will be at the expense of the service provider, hourly rates should be inclusive of all hidden costs e.g., administration Fees, etc.

12. SUBMISSION REQUIREMENTS

- Indexed technical proposal detailing understanding of the assignment, methodology, and work plan.
- Company profile and relevant experience
- Detailed CVs of proposed Team members

13. PUBLICATION

1. Departmental Website
2. National Treasury E-Portal
3. Period- 21 days
4. Compulsory Physical Briefing Session

14. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Technical Enquiries:

Mr. Mfanafuthi Gama
Director: Spatial Information Services
012 312 8037
Email : Mfanafuthi.Gama@dlrrd.gov.za

Supply Chain Management Enquiries:

Bids Management
(012) 312 8383/ 8381/ 9627
Bids@dlrrd.gov.za

LA 1.2

5/2/2/1- DLRRD 0026 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTH.

CLOSING DATE: 09 FEBRUARY 2026 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 26 JANUARY 2026

VENUE: 600 LILLIAN NGOYI, BEREA PARK, PRETORIA 0001 (TRAINING ROOM, TSITSIKAMA)

TIME: 10:00

TECHNICAL ENQUIRIES : Mr. Mfanafuthi Gama
TEL : (012) 312-8037
EMAIL : Mfanafuthi.Gama@dlrrd.gov.za

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

SERVICE PROVIDERS ARE REQUIRED TO BRING THEIR IDENTITY DOCUMENTS FOR SCREENING AND REGISTRATION ON THE BRIEFING SESSION DAY.

NB: PARKING WILL BE PROVIDED ON FIRST COME, FIRST SERVED BASIS. DUE TO LIMITED PARKING, ONLY ONE CAR PER BIDDER WILL BE ALLOWED.

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 TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER.....	BID NO.: 5-2-2-1 0026 (2025/2026)
CLOSING TIME: 11:00	CLOSING DATE: 09 FEBRUARY 2026

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

1. Bidders must complete pricing schedule in full .
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. Total bid price must be inclusive of travel costs (daily commuting to and from office) and admin fees.
4. Bidders are required to indicate total cost for the project.

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

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

PROJECT PHASES	DESCRIPTION/SCOPE OF WORK	KEY DELIVERABLES	PAYMENT PLAN (%)	TIMEFRAME	COST PER PHASE
Phase 1: Inception and Planning	Establish project governance, confirm objectives, and finalize implementation strategy.	• Inception Report • Stakeholder engagement plan • Risk and communication strategy • Detailed project implementation schedule	10%	1 month	R.....
Phase 2: Stakeholder Mapping & Spatial Data Ecosystem Assessment	Conduct a comprehensive audit of existing spatial data infrastructure and stakeholders.	• Stakeholder mapping and engagement framework • Spatial data ecosystem assessment • Gap and readiness analysis	10%	2 months	R.....
Phase 3: Conceptual Framework and Benchmarking	Develop the conceptual and governance foundation of the NSDO.	• Benchmarking report • NSDO Conceptual Framework Document • Institutional and governance model • Policy and legal alignment review	15%	1 month	R.....
Phase 4: Technical Architecture and System Design	Design technical architecture, data standards, and interoperability	• Technical Architecture Blueprint • Data standards and metadata protocols •	15%	5 months	

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

	frameworks.	Interoperability framework • Data security and compliance model			R.....
Phase 5: Prototype Development and Integration Testing	Develop and test the NSDO prototype integrating spatial datasets.	• Prototype NSDO Dashboard/Portal • Automated data pipelines • Visualization and analytics tools • System integration with existing repositories (e.g., NSPDR)	20%	8 months	R.....
Phase 6: Capacity Building, Change Management, and Knowledge Transfer	Strengthen institutional capabilities and prepare for operationalization.	• Capacity development and training programmes • User manuals and knowledge products Change management framework Stakeholder workshops and awareness sessions	10%	7 months	R.....
Phase 7: Implementation and Operationalization	Roll out the operational NSDO platform and governance framework.	• Operational NSDO platform • Data governance framework • Legal and institutional agreements • Live deployment of core functions	15%	7 months	R.....

Name of Bidder:

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<p>Phase 8: Monitoring, Evaluation, and Handover</p>	<p>Evaluate implementation success, ensure sustainability, and hand over operations.</p>	<ul style="list-style-type: none"> • Monitoring and Evaluation (M&E) Framework • Performance and impact assessment reports • Handover and sustainability plan • Final project close-out report 	<p>5%</p>	<p>5 months</p>	<p>R.....</p>
<p>Retention</p>			<p>5%</p>	<p>36</p>	
<p>TOTAL COST EXCLUDING VAT</p>					<p>R.....</p>
<p>VAT 15%</p>					<p>R.....</p>
<p>TOTAL COST INCLUDING VAT FOR A PERIOD OF THREE YEARS.</p>					<p>R.....</p>

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RESOURCES TO SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF THE NATIONAL SPATIAL DATA OBSERVATORY (NSDO) OVER A PERIOD OF THIRTY - SIX (36) MONTHS.

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details	Email Address
Technical	Mr Mfanafuthi Gama	012 312 8037	Mfanafuthi.Gama@dlrrd.gov.za
Bids related	Bids unit	(012) 312-8383/8381/9627	Bids@dlrrd.gov.za