

NW- TEN 02 (001) 2026/2027

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL GIS IMPLEMENTATION PLAN FOR EACH OF THE EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE FOR A PERIOD OF NINE (9) MONTHS

THERE WILL BE NO BRIEFING SESSION.

CLOSING DATE: 25th AUGUST 2026

CLOSING TIME: 11H00 A.M

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

FOR FURTHER ENQUIRIES:

TECHNICAL ENQUIRIES

Mr. Bongani Moolman

Telephone: 018 388 7059

Email: Bongani.Moolman@dlrrd.gov.za

BID RELATED ENQUIRIES

Ms. Xoliswa Job

Telephone: 018 388 7044

E-mail: XoliswaJ@dalrrd.gov.za

LA 1.1



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Private Bag X74, MMABATHO, 2735; Cnr James Moroka & Sekame Drive, Megacity, West
Gallery, MMABATHO, 2735
Tel: 018 – 388 7000; Website: www.dlrrd.gov.za



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

BID NUMBER: NW-TEN 02 (001) 2026/2027

CLOSING TIME: 11H00

CLOSING DATE: 25 AUGUST 2026

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the LA1.1, LA 1.3, General Conditions of Contract (GCC), SBD 1, LA 1.6, SBD4, SBD6.1, Terms of reference (TOR) and SBD3.3
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/ provide the reference number on SBD 1 form of the bid document.
4. After the mandatory requirements compliance check and evaluation of proposals, the Tender will be evaluated using preference points system as prescribed in the Preferential Procurement Regulation (PPR) 2022. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining Specific Goals.
5. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Tender number and tender description, Name and Address of the bidder and closing date of the bid.

Yours faithfully

SIGNED
ACQUISITION MANAGEMENT
29 JULY 2026

MAP TO BIDDER BOX (BID BOX)

NW-TEN 02 (001) 2026/2027

CLOSING DATE: 25th AUGUST 2026 AT 11H00

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

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

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

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

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

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

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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 with the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	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 A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	NW-TEN 02 (001) 2026/2027	CLOSING DATE:	25 AUGUST 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL GIS IMPLEMENTATION PLAN FOR EACH OF THE EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE FOR A PERIOD OF NINE (9) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR JAMES MOROKA & SEKAME DRIVE					
WEST GALLERY, MEGACITY					
MMABATHO					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	BOIKETLO LEKOMA		CONTACT PERSON	BONGANI MOOLMAN	
TELEPHONE NUMBER	018-388-7113		TELEPHONE NUMBER	018-388-7059	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Boiketlo.Lekoma@dlrrd.gov.za		E-MAIL ADDRESS	Bongani.Moolman@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL GIS IMPLEMENTATION PLAN FOR EACH OF THE EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NW PROVINCE FOR A PERIOD OF NINE (9) MONTHS.

1. PURPOSE

- 1.1 The Directorate: Spatial Planning and Land Use Management Services, within the North West Provincial Shared Service Centre requests to procure the services of a Service Provider to develop strategic documents that will serve as implementation plans for the establishment of a Corporate Geographic Information System (CGIS) for all eighteen (18) Local Municipalities in the province.

2. BACKGROUND

- 2.1 Local municipalities in South Africa are currently in the process of Spatial Planning and Land Use Management Act, Act 16 of 2013 (SPLUMA) implementations. SPLUMA aims amongst other things, to establish a standard, effective and complete system of spatial planning and land use management in South Africa.
- 2.2 SPLUMA places the spatial planning and land use management functions in the hands of local governments, with traditional authorities as consulted participants in planning, development, and land use management decision making. Section 24 of SPLUMA requires Municipalities to adopt a single land use scheme for the entire area of jurisdiction. This section of the Act further requires that land use management and regulations shall be introduced in areas which have traditional leaders and rural communities, informal settlements, and areas not previously covered by the land-use scheme.
- 2.3 Previously, land use schemes were only applicable in formally proclaimed municipal areas while land use management in rural or communal areas remained poorly regulated. As a result, most municipalities in North West Province have recently reviewed their land use schemes to ensure compliance with Section 24 of SPLUMA.
- 2.4 GIS has been identified as a critical tool for the effective implementation of SPLUMA, successful and swift review of land use schemes as well as effective land use management.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

Most municipalities in the province have begun with the implementation of SPLUMA without a functional GIS. Currently, land use decisions and zoning certificates in these municipalities are processed manually and stored in hardcopy registers, a situation which makes land use management tedious, time consuming, laborious, and ineffective. There are no records in as far as land use management activities are concerned, in most parts of their area of jurisdiction particularly in rural areas.

- 2.5 GIS is also a critical tool that can be used to integrate spatial data across municipal departments which is necessary to prevent duplication of projects as well as ensure effective service delivery in accordance with a municipal IDP. Additionally, GIS helps with municipality financial management as the tool can be integrated with financial billing systems which will assist in debt collection, thus increasing revenue collection.
- 2.6 The lack of proper Geospatial Information Management in municipalities has resulted in misplaced spatial data of critical municipal resources and assets, including technical infrastructure projects within the municipalities as well as inadequate control measures in disaster management.

3. LEGISLATIVE AND POLICY FRAMEWORK

3.1 The Spatial Data Infrastructure Act (Act No. 54 of 2003)

The Spatial Data Infrastructure Act (Act No. 54 of 2003) establishes the South African Spatial Data Infrastructure (SASDI) as a national framework to coordinate the capture, management, maintenance, integration, distribution, and use of spatial information across government and public entities. It mandates the creation of the Committee for Spatial Information (CSI) to oversee standards, metadata cataloguing, and data sharing protocols, aiming to eliminate duplication and promote universal access to spatial data. The Act applies to all organs of state and users of spatial information, requiring adherence to prescribed standards and metadata practices, while also safeguarding state copyright and enabling collaborative data maintenance.

3.2 The Spatial Planning and Land Use Management Act no. 16 of 2013 (SPLUMA)

The Spatial Planning and Land Use Management Act no. 16 of 2013 (SPLUMA) is a legislation that provides a framework for all spatial planning and land use management in



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

South Africa. It seeks to promote consistency and uniformity in procedures and decision-making pertaining to issues of spatial planning and land use management. Other objectives include addressing historical spatial imbalances and the integration of the principles of sustainable development into land use and planning regulatory tools and legislative instruments. In terms of Chapter 3, Section 9 the National Government must provide support and assistance to municipalities in the performance of its land use management functions and also monitor the quality and effectiveness of municipal spatial development frameworks and other spatial planning and land use management tools and instruments of municipalities.

3.3 The Geomatics Profession Act (Act No. 19 of 2013)

Section 13(2)(a) of the Geomatics Profession Act (Act No. 19 of 2013) mandates that any person performing geomatics professional work, including the design, development, and manipulation of advanced geospatial databases for organs of state, must be formally registered with the South African Geomatics Council (SAGC). This statutory provision governs the technical delivery of municipal spatial infrastructure, designating the required competencies for personnel executing spatial modelling, data transformations, and cadastral mapping.

3.4 The National Geospatial Information Strategy (Government Gazette No. 51264, Notice No. 4932)

The National Geospatial Information Strategy, gazetted by the Minister of Land Reform and Rural Development on 19 September 2025, establishes national directives for the modernization, integration, and standardization of geospatial assets across all spheres of state. The document sets out specific national targets for spatial data governance, interoperability, and open data architectures, creating a binding framework for local authorities to eliminate disparate, siloed data systems and bridge the local government digital divide.

3.5 The District Development Model (DDM)

The District Development Model (DDM), approved by Cabinet, alongside National Treasury Capital Projects Directives, mandates the alignment of government budgeting and planning through a singular, coordinated "One-Plan" at the district scale. Furthermore, National Treasury reporting standards under the Municipal Standard Chart of Accounts (mSCOA) framework require that all municipal capital expenditure projects be assigned exact



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

geographic coordinates. These administrative directives require that local municipalities maintain functional GIS capabilities to fulfill statutory spatial budgeting and financial reporting obligations.

4. PROBLEM STATEMENT

- 4.1 A study conducted by the Office of the Premier in the North West Province in 2023, revealed that 14 out of the 18 municipalities in the province do not have a functional GIS. The lack of a functional GIS in these municipalities is due to lack of resources i.e., funding from municipal councils for the human resources, GIS tools, software, licensing etc. As a result, land use regulators from the subject municipalities are finding it difficult to effectively implement SPLUMA and manage other corporate GIS functions.
- 4.2 This gap results in fragmented data management practices, limited interoperability between departments, and underutilization of spatial data in decision-making processes. The absence of standardized GIS frameworks also impedes compliance with national spatial data standards and undermines efforts to build a cohesive provincial spatial data infrastructure.
- 4.3 Compounding the issue are disparities in technical capacity, budget allocations, and institutional readiness across municipalities. Many local governments operate without dedicated GIS personnel, appropriate software, or reliable data sources, leading to inefficiencies and missed opportunities for spatially informed governance. Without a coordinated approach, municipalities struggle to respond effectively to developmental challenges such as informal settlement growth, infrastructure backlogs, and environmental degradation.
- 4.4 To address these challenges, there is a pressing need to develop comprehensive GIS implementation plans for each local municipality in the North West Province. These plans must be context-sensitive, aligned with national legislation such as the Spatial Data Infrastructure Act and the Spatial Planning and Land Use Management Act, and supported by capacity-building initiatives, intergovernmental collaboration, and sustainable funding models. Establishing such plans will not only enhance spatial governance but also contribute to improved service delivery, transparency, and long-term developmental outcomes.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

5. LOCATIONAL CONTEXT

5.1 The table below provides an overview of the status of GIS functionality in the municipalities across the North West Province. All municipalities indicated form part of the project regardless of their indicated GIS Functionality Status.

No.	Name of the Municipality	Total Number of GIS Practitioners	GIS functionality status (*Functional or Not functional)	GIS Software available (Yes/no)
NGAKA MODIRI MOLEMA DISTRICT				
1	Mahikeng Local Municipality	0	Functional	Yes
2	Tswaing Local Municipality	0	Not Functional	Yes
3	Ratlou Local Municipality	0	Not Functional	No
4	Ditsobotla Local Municipality	0	Not Functional	Yes
5	Ramotshere Moiloa Local Municipality	0	Not Functional	Yes
BOJANALA PLATINUM DISTRICT				
6	Rustenburg Local Municipality	1 GIS Technician in water and sanitation, 1 GIS Administrator in ICT dept	Functional	Yes
7	Moses Kotane Local Municipality	1 GIS manager. 1 GIS Data Capturer	Functional	Yes
8	Moretele Local Municipality	1	Functional	Yes
9	Madibeng Local Municipality	None	Not Functional	No
10	Kgetlengrivier Local Municipality	None	Not Functional	
DR. KENNETH KAUNDA DISTRICT				
11	JB Marks Local Municipality	0	Partial	Yes
12	City of Matlosana Local Municipality	0	Not Functional	Yes

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

13	Maquassi Hills Local Municipality	0	Not Functional	No
DR. RUTH MOMPATI DISTRICT				
14	Kagisano-Molopo Local Municipality	0	Not Functional	No
15	Naledi Local Municipality	0	Not Functional	No
16	Greater Taung Local Municipality	0	Not Functional	No
17	Lekwa-Teemane Local Municipality	0	Not Functional	No
18	Mamusa Local Municipality	0	Not Functional	No

Table 1: GIS Functionality

6. OBJECTIVES

6.1 The Directorate: Spatial Planning and Land Use Management Services, within the North West Provincial Shared Service Centre requires a service provider to develop a plan to facilitate the implementation of Corporate GIS for each of the eighteen municipalities in the province. The initiative is aimed at facilitating effective spatial planning and land use management and execution of any other relevant municipal functions to improve service delivery. Each implementation plan should provide innovative solutions that comprehensively address the provisions of the scope of the project. Proposals are hereby requested from suitably qualified and experienced service providers detailing what should be in the implementation plans and the process involved in the development of such plans.

7. THE SCOPE OF PROJECT

7.1 The process for the development of the implementation plans shall include following:

- An **Evaluation Report (As conducted by the Office of the Premier)** detailing the GIS environment of each municipality in their respective current form. The report should cover all components of GIS (People, Hardware, Software, Methods and Data); and all other relevant needs.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

- A **comprehensive GIS Application study of four municipalities** with fully functional GIS – Two rural and two urban, aimed at benchmarking current practices to guide the development of GIS Implementation Plans.
- A **proposed GIS computing environment (GIS Architecture)** detailing the necessary technology needed to achieve the plan. This should take into consideration the nature of the municipalities and directed toward achieving principles such as, interoperability, security, scalability, robustness, maintenance, and cost effectiveness.
- A detailed study of how the proposed GIM systems can be scaled and integrated with existing municipal systems.
- **Identification of key geospatial data** that the municipality is the custodian of, and those required to achieve the objectives of the plan.
- A **proposed organisational structure**. This should take into consideration the Municipal Staffing Regulations as published in 2021.
- An **estimated costing** of the implementation plan for each municipality. This should include a project plan and a phased process for successful roll-out of the plan.
- Identification of **key legislation and policies** that must be formulated and adopted by the local municipalities for effective Geospatial Information Management.
- Proposals on Geospatial Information Management Governance Structures (Province, District and Local).
- A final implementation plan for each municipality for council adoption/approval.

7.2 Critical Milestones and Deliverables

7.2.1 The successful bidder shall be required to develop the implementation plans in line with the following proposed milestones with clear deliverables expected for each phase.

Phase	Description	Deliverable	Timeframes
Phase 1: Detailed Inception Report	• Laying the foundation for the formulation of the GIS Implementation Plans : identification of role players, roles & responsibilities, scope, timelines and work plan.	• Inception Report including Project Plan and timelines • Status Quo Evaluation Report	1 Month



**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP
MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES
IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS**

	Critical analysis of the Status Quo Report produced by the Office of the Premier.		
Phase 2: Municipal GIS Best Practice Analysis	Identification of four municipalities that demonstrate best practice in terms of GIS implementation from a municipal perspective (benchmarking).	GIS Best Practice Report from four Local Municipalities (Rural and Urban based)	2 Months
Phase 3: User Needs Analysis	The focus of the User Needs Analysis is the identification of GIS activities, resources, challenges, and opportunities that are essential for the improvement of existing municipal GIS activities.	User Needs Analysis Report	3 Months
Phase 4: GIS Implementation Framework	- Procedures, standards, and guidelines for addressing critical issues relating to GIS implementation as per the User Need Analysis. - Proposed system Architecture that considers principles such as, interoperability, security, scalability, robustness, maintenance, and cost effectiveness. - Analysis of existing data as well as proposals on	- Implementation Strategies, User Requirement Studies, System Solution Options Report and a well costed Action Plan - Geographic Information Sciences curriculum - Proposals on Geospatial Information Management Governance.	2 Months



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

	required datasets, data standards, systems and governance structures.		
Phase 5: Finalization and Adoption	A consolidated Document for approval by the relevant authorities. Adjudicated comments and amendments. Report on the amendments that were effected. Obtain approval from the Project Steering Committee.	Final document and supporting material.	1 Month

Table 2: Project Phases and Deliverables

7.3 At the completion of the project, the Services Provider must submit:

7.3.1 Final digital and unencrypted approved implementation plans containing each phase as proposed in the table 2 above.

7.3.2 3x Copies of final consolidated document and supporting material (in a book format)

7.3.3 3X 5 Minute Audio Visual Story or Story Maps depicting digital spatial transformation of a generic local municipality, for education and marketing purposes.

7.3.4 A digital and unencrypted summary report of the implementation plan for each municipality.

7.3.5 Banners x 8

7.3.6 40 x A0 Size Posters

8. OUTCOMES

8.1 GIS implementation in municipalities will ensure better coordination and alignment of planning systems for the internal municipal departments as well as the three spheres of government. It further acts as a vehicle to facilitate structured implementation of different programmes and projects, as well as being an effective decision-making instrument to ensure well-coordinated service delivery programmes that will result in the improvement of land use management within a municipal area of jurisdiction.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

9. PROJECT DURATION & PAYMENT MILESTONE

- 9.1 The project duration for the Development of GIS implementation plans for the eighteen Municipalities in North West Province is nine (9) months, effective upon receipt of appointment letter and signing of the SBD 7.2 form.
- 9.2 The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 3.

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION OUTPUT	AMOUNT TO BE CHARGED
Phase 1: Preparatory and Project Inception	10%	1 month	Inception Report	
Phase 2: Municipal GIS Best Practice Analysis	20%	2 months	Final Report	
Phase 3: User Needs Analysis	20%	3 months	Final Report	
Phase 4: GIS Implementation Framework	20%	2 months	Final Report	
Phase 5: Final Close-out Report	20%	1 month	Final Report	
RETENTION	10%	-	Project Deliverables	
Total	100%	09 Months		

Table 3: Payment milestone



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

- 9.3 Due to the urgency of the project, it is critical that timeframes must be adhered to, failure of which will result in financial penalties being imposed for any delay or non-compliance with time and quality requirements.
- 9.4 The tender/quote amount should be inclusive of all disbursements, such as consultation processes and traveling per milestone/phases listed above.
- 9.5 An amount for the final draft is payable upon ratification by the Department as well as by the Mayoral Committee /Executive committee of the municipality.
- 9.6 10% retention will be paid once proof of approval of the CGIS Implementation Plans by the Project Steering Committee.
- 9.7 Monthly reports (per project phase) should be submitted by the Service Provider to the DLRRD Directorate: Spatial Planning and Land Use Management Services in North West Province and to the nominated official within the relevant municipality. The Service Provider will be required to report via a written and electronic report.

10 FINANCIAL PENALTIES

- 10.1 Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Valid reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 10.2 As indicated in 10.1, penalties in terms of percentages will be deducted from payment as indicated below.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

MILESTONE	% PAYMENT	5 DAYS OVERDUE	10 DAYS OVERDUE	15 DAYS OVERDUE	30 DAYS OVERDUE	MORE THAN 30 DAYS OVERDUE
Phase 1: Preparatory and Project Inception	10%	10%	25%	50%	75%	100%
Phase 2: Municipal GIS Best Practice Analysis	20%	10%	25%	50%	75%	100%
Phase 3: User Needs Analysis	20%	20%	40%	60%	80%	100%
Phase 4: GIS Implementation Framework	20%	20%	40%	60%	80%	100%
Phase 5: Final Close-out Report	20%	20%	40%	60%	80%	100%
Retention	10%					
Total	100%					

10.3 Payments will be made only for work performed to the satisfaction of the DLRRD. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

10.4 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

11. RELEVANT SKILLS AND EXPERIENCE

- 11.1 It is important that the proposed team of experts cover a range of disciplines and experience including town planning, system infrastructure planning, GIS and project management.
- 11.2 The successful Service Provider will also be expected to have an understanding of, and experience in, the various applicable spatial planning legislation for the area. The Service Provider should be well versed and have the ability to interact with a variety of stakeholders as well as good research, report writing and presentation skills.
- 11.3 As a mandatory requirement, the Project Team leader must be registered with South African Geomatics Council (SAGC) as a Geomatics Professional: GISc in terms of the relevant Act (**A copy of valid registration certificate on closing date of the Bid must be attached. We reserve the right to verify the registration status with SAGC**).
- 11.4 The successful Service Provider will be expected to enter into a service level agreement with the DLRRD in respect of the deliverables of the project.
- 11.5 The following is a list of selection criteria for service providers/consortiums:
- Expertise in the development of GIS implementation plans, and system designs.
 - Formulation of GIS Strategies and Policies
 - Proven technical competence in the fields of town and regional planning, and municipal sector specific competencies.
 - Proven GIS expertise and experience at municipal level.
 - Experience in SCOA/ billing /Asset management/infrastructure systems or development of applications.
 - Experience using GIS for Property valuation/Revenue
 - Cost benefit analysis models/Municipal budget integration/Revenue enhancement through GIS.
 - Ability to read, understand and analyse a variety of spatial information.
 - Expertise in managing and coordinating a multi-disciplinary project (project management skills).
 - Quality of presentation of the proposal:
 - Methodology or approach;
 - Understanding of project purpose;
 - Outline of expected outputs;

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

- Indicators and means of verifying progress.

11.6 It is recommended that the Service Provider submit a list of people who will be directly involved in the project containing, among other things, names, qualifications and their experience. This should clearly indicate what roles each team member will play.

11.7 The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DLRRD. It is expected that the team leader will be available for all meetings and engagements where he or she will present in detail, the deliverables.

12 CAPACITY AND SKILL TRANSFER

12.1 The DLRRD considers skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is provided to the relevant DLRRD and municipal personnel. Proposals should indicate how skills development and transfer will be achieved in the DLRRD and the municipalities through these projects.

13 INFORMATION GATHERING

13.1 The appointed Service Provider will be expected to make contact with all the relevant GIS, Planning and other officials and units within the local and provincial spheres of government or any entity holding information relevant to the project, to obtain relevant information that is required for the project.

13.2 All information not available that will have a substantial negative impact on the project will need to be sourced/ created by the Service Provider.

13.3 In the event that the Service Provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter.

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

14 TERMS AND CONDITIONS

14.1 General

- 14.1.1 The awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.
- 14.1.2 The DLRRD and service provider will sign a Services Level Agreement upon appointment.
- 14.1.3 Staffing requirements will be identified at the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DLRRD.
- 14.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD, except where duly authorised to do so in writing by the DLRRD.
- 14.1.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the service provider shall be vested in DLRRD.
- 14.1.6 The successful service provider agrees to keep all records and information of, or related to the project confidential and to not disclose such records or information to any third party without the prior written consent of DLRRD.
- 14.1.7 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 14.1.8 The short-listed service providers may be required to do a presentation in person to the department; at their own cost should it be deemed necessary to do so.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

15 CONTENTS OF THE PROPOSAL

The bidder's proposals are to include the following:

- 15.1 An Organisational Structure clearly defining the Team Leader and Professional Team.
- 15.2 An executive summary of relevant work experience as per the requirements of this Terms of Reference.
- 15.3 A profile of the company listing with clear referenced similar works undertaken in the past by the firm in relation to the category as defined above. Where members of the firm participated in or managed certain projects in the past such clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 15.4 The names and CVs containing detailed information on relevant experiences of all the persons who will be **directly** contributing to any project that may be awarded in terms of this Bid, and their roles thereof. The firm must warrant that such persons must be available within the duration of the term within which appointment made in terms of this Bid is valid.
- 15.5 Certified copies of all certificates, professional registration and related certifications must be attached.
- 15.6 Reference letters of completed projects or project completion certificates.
- 15.7 Disclosure on situations where the bidding firm has been negatively listed by Government or any public entity or if any task given to firm has been terminated before conclusion and the reasons thereof.
- 15.8 Any other information relevant to the determination of the suitability of the bidding firm for this assignment.
- 15.9 All proposals should be clearly indexed and easy to read.

16 ELIGIBILITY CRITERIA

16.1 Mandatory Requirements

- a) Team leader must hold such qualification as may be recognised by SAQA and registered with the South African Geomatics Council as a Geomatics Professional Practitioner: GISc;



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

Copies of CV, Qualification & Professional Registration (in good standing) must be attached; and

b) Project Team must at least consists of the following professionals:

- 1 x GIS Practitioner (Registration with SAGC as Geomatics Professional, Technologist or Technician). **Copies of CV, Qualification & Professional Registration (in good standing) must be attached.**
- 1 x Business Analyst holding a Bachelor's Degree in Information Technology, Computer Science, or relevant qualification with business analysis experience. **Copies of CV and Qualifications must be attached;**
- 1 x Professional Town and Regional Planner (Registered with SACPLAN). **Copies of CV, Qualifications & Professional Registration (in good standing) must be attached;**
- 1 x Internal Auditor with a B. Degree in Auditing, Risk Management, Accounting or equivalent qualification (**Registered with the relevant professional body designating them certified to perform Internal Audits**). **Copies of CV, Qualifications and Registration must be attached;**

17. HUMAN RESOURCES FOR THE PROJECT

- 17.1 The Service Provider is expected to provide information on available Human Resource Capacity that will be **directly involved in the project**, including but not limited to: full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell-phone, and email).
- 17.2 Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DLRRD.
- 17.3 Where a firm or a person is found suitable to be contracted by the department for the development of more than one project and the projects are to run concurrently, the Department is entitled to request and require additional guarantees that the firm resources to be deployed to these projects are sufficient in terms of handling the multiple projects.
- 17.4 All team members that will be directly involved in the project may, at the sole discretion of the Director SPLUM, be expected to attend all progress report meetings as scheduled. Due



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

to the urgency of the project, time is of essence to this process and all work shall be submitted **as and when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

- 17.5 The project team must have experience in strategic planning including scenarios and futures planning; and
- 17.6 Advanced understanding of three-dimensional form and space in cities and settlements, and the relationship of this form to land, context, society and history; and
- 17.7 Thorough understanding of political environment and Intergovernmental Relations Framework; and
- 17.8 Research, analytical, report writing, presentation and communication skills.

18 REPORTING AND ACCOUNTABILITY

- 18.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service provider.
- 18.2 All electronic and hard copy information captured/utilised to provide the output of the project remains the property of DLRRD. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from DLRRD. DLRRD will retain copyright and all associated intellectual rights relating to the project.
- 18.3 The project will be signed off by the Director: Spatial Planning and Land Use Management when:
 - All the end products (refer to list) have been delivered and
 - The Director: Spatial Planning and Land Use Management is satisfied that all requirements have been met.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

19 EVALUATION CRITERIA

19.1 The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price maximum of 20 points will be awarded for attaining Broad-Based Black Economic Empowerment (B-BBEE) status level contribution.

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

19.3 **First Stage- Evaluation of Functionality** - The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

All service providers who scored **less than 60 out of 100 points** for functionality will not be considered further.

The applicable values that will be utilized when scoring each criterion ranges from: 1 being poor, 2 being average, 3 being fair, 4 being good.



**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP
MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES
IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
RESOURCES	The project leader must be a GISc Practitioner registered with the South African Geomatics Council (SAGC) in terms of the South African Geomatics Profession Act, Act No. 19 of 2013 as a Professional GISc Practitioner with relevant experience in managing and coordinating a multi-disciplinary project (Project Management skills). SAGC Registration Certificate to be attached to a detailed CV with a comprehensive profile of previous work done: ❖ 15 or more years' experience: score 4 ❖ 7-14 years' experience: score 3 ❖ 4 – 6 years' experience: score 2 ❖ less than 4 years' experience: score 1	30
	Composition of technical team to be utilised in the execution of the project; (CV's clearly indicating relevant skills, knowledge, qualifications and professional registration must be attached) in Geographic Information Science, Town Planning; Rural Development, System Design And Development, Business Analysis, Infrastructure Planning, Socio-Economic Analysis, Development Planning, Spatial Econometrics And Project Management: Experience will be calculated post registration with professional body except for Business Analyst whose experience will be determined post qualification. • 1 x GISc Practitioner (SAGC Registered as Professional, Technologist or Technician)	20 (5 points per professional)
	• 1 x Town and Regional Planner (SACPLAN Registered Professional),	
	• 1 x Business Analyst holding formal tertiary qualification in Information Technology, Computer Science, or relevant with business analysis experience	



**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP
MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES
IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS**

	1 x Internal Auditor with a B. Degree in Auditing, Risk Management, Accounting or relevant qualification (Registered with relevant professional bodies)	
	❖ Professional staff with 10 years and more post professional registration/ qualification: score 4 ❖ Professional staff with 6-9 years post professional registration/ qualification: score 3 ❖ Professional staff with 3-5 years post professional registration/ qualification: score 2 ❖ Professional staff with 0-2 years post professional registration/ qualification: score 1	
CAPABILITY (Proof of company experience must be clearly and distinctly indicated)	Recent experience (Not older than 10 years) - must attach signed Completion Certificate/ Letter (on client's letterhead) from previous clients confirming conclusion of similar project , in: (In the case of sub-contracting, a completion certificate of main client must be attached) Geospatial Information Management / Enterprise System Design / GIS Strategy/ GIS Implementation Plans at Local Government / GIS Policy Formulation and Implementation/ GIS implementation linked to SPLUMA or Land Use Management. ❖ 4 Similar Projects: score 4 ❖ 3 Similar Projects: score 3 ❖ 2 Similar Projects: score 2 ❖ 0 – 1 Similar Project: score 1	40
METHODOLOGY AND PROJECT MANAGEMENT	A detailed plan of approach and methodology that may be employed to tackle and execute specific assignments as per the project scope of work. - Appropriateness of proposed approach and methodology - The degree to which the methodology proposed is sound, professional, realistic and logical.	10



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

	• Method and clarity regarding presentation of the final outputs of the project; • Programme with clear timelines and output • Indicators and means of verifying progress. • Quality assurance steps indicated • Clear reporting mechanism ❖ Methodology and proposed plan <u>exceptionally</u> specify the manner in which the project will be delivered and indicate additional value adds: score 4 ❖ Methodology and proposed plan <u>adequately specified</u> all requirements in the ToR and is acceptable for implementation: score 3 ❖ Methodology and proposed plan adequately address <u>most</u> of the requirements in the ToR: score 2 ❖ Methodology and proposed plan <u>inadequately</u> and poorly address requirements in the ToR: score 1	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

The Bids that fail to achieve 60 points for functionality will be disqualified.

19.4 Second Stage-Evaluation in terms of 80/20 Preference Points System

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

19.5 Calculation of points for price

- The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.

Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication points be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022.



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

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

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

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.)



Department of Land Reform and Rural Development · Departement van Grondhervorming en Landelike Ontwikkeling · UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iNdawo zemaKhaya · ISebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle · UMnyango Wezigunguquko Zomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni · Kgoro ya Peakanyoleswa ya Naga le Tlhabollo ya Dinagamagae · Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng · Lefapha laTokafatso ya Lefatshe le Tlhabololo ya Magae · Litiko Letingucuko Kutemhlaba Nekutfutukiswa Kwetindzawo Tasemaphandleni · Muhasho wa Mbuyedzedzo ya Mavu na Mveledziso ya Mahayani · Ndzawulo ya Antswiso wa Misava, na Nhluvukiso wa Matikoxikaya-

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

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

Only proposals with the highest number of points scored in respect of the goals contemplated above and points scored for price may be selected.

The Department of Land Reform and Rural Development reserves the right not to award the bid to any service provider, or to various Service Providers.

20. TERMS AND CONDITIONS OF THE BID

- 20.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management's general contract conditions. The DLRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 20.2. The service provider should commence with the project within five (5) days after receiving the Official Order and the service level agreement signed.
- 20.3. During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings, and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.



Department of Land Reform and Rural Development • Departement van Grondhervorming en Landelike Ontwikkeling • UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iNdawo zemaKhaya • ISebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle • UMnyango Wezigunguquko Zomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni • Kgoro ya Peakanyoleswa ya Naga le Tihabollo ya Dinagamagae • Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng • Lefapha laTokafatso ya Lefatshe le Tihabololo ya Magae • Litiko Letingucuko Kutemhlaba Nekutfutukiswa Kwetindzawo Tasemaphandleni • Muhasho wa Mbuedzedzo ya Mavu na Mveledziso ya Mahayani • Ndzawulo ya Antswiso wa Misava, na Nhlukukiso wa Matikoxikaya-

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

- 20.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 20.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 20.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 20.7. When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DLRRD.

21. OUTCLAUSE

- 21.1. The Department of Land Reform & Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 21.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

22. PROJECT LOCATION

- 22.1. One Service provider or a consortium may tender according to their capacity, skills, and competence, respectively. Map extents of all project sites must be sourced from Directorate: Spatial Planning and Land Use Management - North West PSSC Office.

23. PUBLICATION

- eTender
- DLRRD Website



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP MUNICIPAL GIS IMPLEMENTATION PLANS FOR EIGHTEEN (18) LOCAL MUNICIPALITIES IN THE NORTH WEST PROVINCE, FOR A PERIOD OF NINE (9) MONTHS

24. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Attention: Mr. Bongani Moolman
Telephone: 018 388 7059
Email: Bongani.Moolman@dlrrd.gov.za

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

Supply Chain Management Enquiries

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



PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **NW-TEN 02 (001) 2026/2027**

CLOSING TIME: **11:00**

CLOSING DATE: **25 AUGUST 2026**

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

MILESTONE	%	TIME FRAMES	AMOUNT
Phase 1: Preparatory and Project Inception	10%	1 Month	
Phase 2: Municipal GIS Best Practice Analysis	20%	2 Months	
Phase 3: User Needs Analysis	20%	3 Months	
Phase 4: GIS Implementation Framework	20%	2 Months	
Phase 5: Final Close-out Report	20%	1 Month	
Retention	10%		
Sub-Total			
VAT (15%)			
TOTAL BID PRICE			

BIDDER'S NAME:

BIDDERS'S SIGNATURE:

DATE:

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

ENQUIRY	Name	Contact Details
Technical	Mr. Bongani Moolman	018 388 7059
Bid related	Ms. Boiketlo Lekoma	018 388 7113