LA 1.2

5/2/1/1/2026-2027-172

APPOINTMENT OF A SERVICE PROVIDER TO FINALIZE THE NORMS AND STANDEARDS FOR LAND USE MANAGEMENT AND LAND DEVELOPMENT IN TERMS OF SECTION 8 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (16 OF 2013) FOR A PERIOD OF FOURTEEN (14) MONTHS.

CLOSING DATE: 09 OCTOBER 2026 AT 11:00 AM.

RESPONSE MUST BE DEPOSITED INTO THE QUOTATION BOX AT:

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

ACQUISITION MANAGEMENT:

600 LILLIAN NGOYI, BEREA PARK

PRETORIA

CENTRAL

TECHNICAL ENQUIRIES	: Mr. Ashley Hay
TEL	: (012) 312 8027
CELL NO	: 082 307 5352
EMAIL:	: Ashley.Hay@dlrrd.gov.za

BID RELATED ENQUIRIES	: Ms. Sando Nkwana / Steve Netshozwi
TEL	: 012 312 8403 / 9793
EMAIL:	Sando.Nkwana@dlrrd.gov.za / Steve.Netshozwi@dlrrd.gov.za

LA 1.1

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: LOGISTICS AND ASSET MANAGEMENT: ENQUIRIES: MS SANDO NKWANA

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

RFQ NO: **5/2/1/1/2026-2027-172**
CLOSING TIME: **11H00** **CLOSING DATE: 09 OCTOBER 2026**

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

NB: KINDLY FURNISH US WITH THE FOLLOWING DOCUMENTS WHEN SUBMITTING YOUR PROPOSAL/S.

1. Quotations or Proposals
2. Completed SBD forms 1,3.3(Pricing Schedule),4 and 6.1.
3. TCC
4. CIPS and Copy of ID
5. Latest full CSD Report

THE ABOVE DOCUMENTS MUST BE COMPLETED IN DETAIL AND RETURNED WITH YOUR QUOTATIONS OR PROPOSALS. QUOTATIONS/PROPOSALS MUST BE SUBMITTED TO **600 LILLIAN NGOYI, BEREA PARK,PRETORIA CENTRAL QUOTATION BOX** ***(FAILURE TO COMPLY WILL DISQUALIFY YOUR QUOTATIONS/ PROPOSALS)***

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE: 18/09/2026

LA 1.3

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1/1/2026-2027-172 CLOSING DATE: 09 OCTOBER 2026 AT 11:00 AM.

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

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

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

The RFQ documents must be deposited into the Quotation box which is identified as the "Quotation Box."

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(QUOTATION)
600 LILLIAN NGOYI, BEREA PARK
PRETORIA,
CENTRAL

ALL QUOTATIONS/PROPOSALS MUST ONLY BE DEPOSITED INTO OUR QUOTATIONS/BID BOX SITUATED AT THE ABOVE ADDRESS.

BIDDERS SHOULD ENSURE THAT PROPOSALS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE WITH A DISCRIPTION AND FILE NUMBER

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	**5/2/1/1/2026-2027-172**	CLOSING DATE:	09 OCTOBER 2026	CLOSING TIME:	11:00 AM.
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO FINALIZE THE NORMS AND STANDEARDS FOR LAND USE MANAGEMENT AND LAND DEVELOPMENT IN TERMS OF SECTION 8 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (16 OF 2013) FOR A PERIOD OF FOURTEEN (14) MONTHS.**				
BID RESPONSE DOCUMENTS SHOULD ONLY BE DEPOSITED IN OUR QUOTATION BOX AS THE BELOW ADDRESS:					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: **ACQUISITION MANAGEMENT:** **QUOTATION BOX:** **600 LILLIAN NGOYI, BEREA PARK** **PRETORIA** **CENTRAL**					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms. Sando Nkwana / Mr Steve Netshozwi**	CONTACT PERSON	**MR ASHLEY HAY**
TELEPHONE NUMBER	**(012) 312 8403/9793**	TELEPHONE NUMBER	**012 312 8027 / 082 307 5352**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Sando.Nkwana@dlrrd.gov.za/ Steve.Netshozwi@dlrrd.gov.za**	E-MAIL ADDRESS	**Ashey.Hay@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
1.5.	**VALIDITY PERIOD: 90 DAYS FROM THE CLOSING DATE OF QUOTATION.**
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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

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1. DEFINITIONS

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

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

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

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

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

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

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

2. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

Note to tenderers: The tender**er** ***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	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

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

(I) A maximum of 10 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 10 ÷ 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 3 points may be allocated to tenderers who are youth, 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES		NO	

5.1.1 If yes, indicate:

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

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

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Office of the Deputy Director-General: Spatial Planning and Land Use Management (SPLUM) Private Bag X833, PRETORIA, 0001; 600 Lillian Ngoyi Street, PRETORIA, 0002 Enquiries: Mr. Ashley Hay, Email: ashley.hay@dlrrd.gov.za; Tel: 012 312 8027 / 082 307 5352

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FINALIZE THE NORMS AND STANDARDS FOR LAND USE MANAGEMENT AND LAND DEVELOPMENT IN TERMS OF SECTION 8 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (16 OF 2013) FOR A PERIOD OF FOURTEEN (14) MONTHS

1. INTRODUCTION

1.1. The Department of Land Reform and Rural Development (DLRRD) requires the services of a suitably qualified service provider(s) to finalize the Norms and Standards for land use management and land development that are consistent with the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA) for a period of fourteen (14) months.

2. BACKGROUND

2.1. The Department of Land Reform and Rural Development (DLRRD) through the Branch: Spatial Planning and Land Use Management (SPLUM) is responsible for the administration and implementation for the Spatial Planning and Land Use Management Act, 2013 (Act No.16 of 2013) (SPLUMA).

2.2. Section 8 of the SPLUMA requires that the Minister must, after consultation with organs of state in the provincial and local spheres of government, prescribe Norms and Standards for land use management and land development that are consistent the SPLUMA, the Promotion of Administrative Justice Act, 2000 (Act No.3 of 2000), and the Intergovernmental Relations Framework Act, to guide the related sectoral land development or land use.

2.3. In terms of the strategic alignment, Chapter 8 of the National Development Plan (NDP) makes recommendations for spatial transformation, integrated communities, informal settlement upgrading, improved public transport, vibrant rural economies, and environmental resilience. It can be said that these should underpin the development or review of Norms and Standards for land use management and land development and specifically to: -

- Support the reform of the planning system through the elimination of inefficiencies in administrative procedures for land development;

- Actively support the development of plans that cross municipal, and even provincial boundaries that would promote collaborative action,

- Ensure that every municipality has an explicit spatial restructuring strategy that is linked to instruments for implementation. This includes identifying priority precincts for spatial restructuring;

- Tools must be developed that empower municipalities to make critical interventions to redress past social segregation;

- Retool the instruments of land-use management to achieve spatial objectives by, for example, municipalities introducing land use zoning, incorporating the social value of land imperatives and the fiscal instruments to achieve spatial objectives;

- Strengthen the link between public transportation and land-use management with the introduction of incentives and regulations to support compact mixed-use development;

- Encourage the development of plans or components of plans that address the concerns of children and youth and reflect their voice; and

- Strengthen the enforcement of local planning and building control.

2.4. The development of Norms and Standards for Land Use Management and Land Development is therefore important to support the NDP recommendations across the range of spatial transformation objectives.

2.5. As described in the White Paper on Spatial Planning and Land Use Management (2001), norms should be used in the policy environment, while standards should be used in the service delivery environment. This further highlights the need for norms to inform policy development and standards for providing for minimum service delivery requirements for spatial planning and land use management within the Republic.

2.6. The White Paper on Spatial Planning and Land Use Management (2001) further suggests that the outcomes of effectively executing Norms and Standards as being able to promote the following:

2.6.1. Accountable spatial planning, land use management and land development decision making by organs of state;

2.6.2. Cooperative governance and wider information sharing in plan-making and implementation; and

2.6.3. Maximum openness and transparency in decision making.

2.7. The Norms and Standards seek to promote a normative approach that will ensure wise use of land. In other words, the Norms and Standards are flexible and enable land use management to be undertaken in a manner that is responsive to the varying landscape of municipal capacities throughout the country.

2.8. It is aimed to enhanced efficiency and consistency in municipal spatial planning and land use management by reducing ambiguity, administrative burden, and implementation challenges. Strengthened governance and decision-making through legally clear, practical Norms and Standards that better reflect municipal realities and stakeholder needs.

3. PROBLEM STATEMENT

3.1. The Branch: Spatial Planning and Land Use Management (SPLUM), led by the Chief Directorate: Planning Facilitation through the Directorate: Planning Policy and Standards Development, procured the services of a service provider in 2018 to develop a discussion document on Norms and Standards.

3.2. This discussion document identified several detailed categories for which Norms and Standards need to be developed. It identified two (2) broad categories, namely, Spatial Planning and Land Use Management. Each category contained thematic areas for which Norms and Standards should be developed.

3.3. The discussion document further proposed that the Norms and Standards address and respond to the unique spatial landscapes of urban, rural, and peri-urban areas and should be developed through a consultative approach to increase their credibility and practical application.

3.4. Between 2019 and 2021, the Branch: SPLUM developed Draft Norms and Standards for Spatial Planning and Land Use Management. Consultations with provinces, municipalities and key stakeholders were undertaken in 2023.

3.5. The majority of comments and recommendations indicated that several gaps and implementation challenges remained, requiring further refinement and the need for it to be addressed before the Norms and Standards could be effectively implemented. This necessitated the need to review the Norms and Standards for another 12 months to allow for additional consultation and refinement.

3.6. As a result of the issues identified during the consultation process, the Draft Norms and Standards were not gazetted. It was considered necessary to address the identified gaps and implementation concerns before publication to ensure that the final Norms and Standards are legally sound, practical and capable of supporting the effective implementation of SPLUMA.

3.7. Downstream impacts on municipal bylaws, land use schemes and capacity constraints should be considered and determination where guidelines, standard operating procedures or policies are appropriate.

3.8. The purpose of this project is to finalise and Gazette the Norms and Standards as required to ensure alignment with legal requirements and effective implementation of SPLUMA.

4. OBJECTIVES OF THE PROJECT

4.1. The primary objective of the project is the finalization and Gazetting of the Norms and Standards for land use management and land development in terms of Section 8 of the Spatial Planning and Land Use Management Act (No. 16 of 2013) (SPLUMA).

4.2. Review and revise the Norms and Standards to ensure they are practical, clear, and implementable across different municipal contexts (metro, secondary cities, and rural municipalities).

4.3. Incorporate stakeholder feedback from municipalities, provinces, and other sectors to address identified gaps and challenges.

4.4. Enhance legal clarity and reduce ambiguity to minimise misinterpretation and disputes.

4.5. Simplify and streamline requirements to reduce administrative burden and improve ease of application in spatial planning and land use management processes.

4.6. Support any required public participation process through a consultation process.

5. PROJECT SCOPE

5.1. The existing Draft Norms and Standards document will be reviewed to closely align with the Sections 8(2)(a) to (g) of SPLUMA requirements, which are as follows:

The Norms and Standards must—

(a) reflect the national policy, national policy priorities, and programmes relating to land use management and land development;

(b) promote social inclusion, spatial equity, desirable settlement patterns, rural revitalisation, urban regeneration, and sustainable development;

(c) ensure that land development and land use management processes, including applications, procedures, and timeframes, are efficient and effective;

(d) include —

(i) a report on and an analysis of existing land use patterns;

(ii) a framework for desired land use patterns;

(iii) existing and future land use plans, programmes and projects relative to key sectors of the economy; and

(iv) mechanisms for identifying strategically located vacant or under-utilised land and for providing access to and the use of such land;

(e) standardise the symbology of all maps and diagrams at an appropriate scale;

(f) differentiate between geographic areas, types of land use and development needs; and

(g) provide for the effective monitoring and evaluation of compliance with and enforcement of the Act.

5.2. Ensure that standards are measurable.

5.3. To include defined terms and definitions.

5.4. To consider new amendments in sections under review in the SPLUMA Bill and Regulations.

5.5. The following project scope of work is expected to be undertaken, though the following phases:

Phase 1: Inception

- Develop an inception report outlining the methodology, detailed work plan, timelines, milestones, stakeholder engagement strategy, consultation plan, and confirm governance structure.

Phase 2: Review and Research

- Undertake a preliminary review of existing draft Norms and Standards, including key issues raised during the previous commenting period.

- Conduct a comprehensive review and benchmarking analysis of spatial planning and land use management norms (locally and, where relevant, internationally) to identify best practices and practical implementation approaches.

- Analyse stakeholder submissions and municipal capacity constraints to identify gaps, areas of ambiguity, and elements requiring simplification and improved legal clarity.

Phase 3: Draft Norms and Standards

- Prepare revised draft Norms and Standards that are simplified, legally clear, and responsive to all spheres of government, in preparation for consultation.

Phase 4: Consultation

- Facilitate targeted stakeholder consultations (consultations with national sector departments, provinces, municipalities, parastatals, non-governmental organisations and private sector through either physical consultation and/or virtual sessions as determined and guided by the DLRRD) to validate the draft and refine provisions based on feedback.

- The service provider must prepare a comprehensive consultation report detailing all written submissions, comments and inputs received during the consultation process, including feedback obtained from consultation sessions. The report must include a comment-response matrix on how inputs raised were addressed and considered leading to refinement and validation of the draft Norms and Standards.

Phase 5: Final Norms and Standards and Approval

- Finalise the Norms and Standards, ensuring alignment with legal requirements and improved implementation.
- Prepare and submit the final document, including an implementation guide or support tools to assist municipalities with practical application.

Phase 6: Retention

- Ensure that all contractual deliverables have been completed, approved, and formally accepted by the Department, including providing support to the Department during the final submission and Ministerial approval processes for the Gazetting of the Norms and Standards.
- Compile and submit a project close-out report outlining the activities undertaken, deliverables achieved, key findings, stakeholder engagement outcomes, lessons learnt recommendations for future implementation.

6. PROJECT DELIVERABLES

6.1. The appointed Service Provider(s) will be required to deliver to the DLRRD the following products:

6.1.1. Inception report
6.1.2. Gap analysis and research report
6.1.3. Draft Norms and Standards
6.1.4. Consultation report

6.1.5. Final Norms and Standards in line with the approved scope of work and the provisions of Section 8 of SPLUMA.

6.1.6. Close-out Report

6.2. All final deliverables must be submitted in both editable, reproducible and printable electronic format and PDF format. Where applicable, presentation material must be submitted in PowerPoint and PDF format. The project deliverables, in all prescribed formats, will become and remain the property of the Department of Land Reform and Rural Development

6.3. The appointed Service Provider shall be responsible for the layout design aligned with the Department's Corporate Identity and branding, formatting, language editing, proofreading and overall publication quality of the final SDF Guidelines. The final documents must be professionally prepared and suitable for official departmental use, publication and distribution.

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

Final documents specification	
Booklet Size	A6
Number of Pages	Approximately 100
Cover Page	250 gsm Hi-Q Titan double coated gloss
Text Printed	113 gsm Hi-Q Titan double coated gloss
Colour	Full Colour
Binding	PUR binding
Volume	x10 (ten) copies

7. PROJECT PHASES DURATION AND COST

7.1. The entire project should be completed within fourteen (14) months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial payment for the work done is scheduled under **Table1: Project Time Frame & Payment Schedule.**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FINALIZE THE NORMS AND STANDARDS FOR LAND USE MANAGEMENT AND LAND DEVELOPMENT IN TERMS OF SECTION 8 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (16 OF 2013) FOR A PERIOD OF FOURTEEN (14) MONTHS

Table 1: Project Time Frame & Payment Schedule

PHASES	PAYMENTS	TIMEFRAME	DELIVERABLES
Phase 1: Inception	10%	1 month	Inception report
Phase 2: Review & Research	20%	3 months	Gap Analysis and Research Report
Phase 3: Draft Norms and Standards	15%	3 months	Draft Norms and Standards
Phase 4: Consultation	25%	3 months	Consultation Report
Phase 5: Final Norms and Standards and Approval	20%	2 months	Final Norms and Standards
Phase 6: Retention	10%	2 months	Close-out Report
TOTAL	100%	14 months	

8. PROJECT MANAGEMENT WITHIN DLRRD

8.1. This project will be facilitated by a team consisting of officials from the Department of Land Reform and Rural Development (DLRRD) and any other person/s appointed by DLRRD. The successful bidder will report directly to the Project Manager, as appointed by the DLRRD.

8.2. The Service Provider and all team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.

8.3. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the Department of Land Reform and Rural Development.

9.4. All core team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. Due to the urgency of the project, time is of the essence to this process, and all work shall be submitted when due.

9. MANDATORY REQUIREMENTS

Failure to submit the following requirements with the bid will disqualify the bidder's proposal:

9.1. The team leader must be a Town Planner registered as a Professional Planner with the South African Council for Planners (SACPLAN). **(Attach a copy of SACPLAN registration certificate indicating validity period or a letter of good standing)**

NB: The Department reserves the right to verify authenticity and validity of the registration OR a letter of good standing. Copies of valid registration certificates or letter of good standing must be attached. If the certificate or letter does not indicate validity, supporting proof must be provided.

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

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

9.2. Project team to comprise of (2) Town and Regional Planner, must be a Town Planners registered as a Professional Planner with the South African Council for Planners (SACPLAN). **(Attach a copy of certificate indicating validity period).**

NB: The Department reserves the right to verify authenticity and validity of the registration. Copies of valid registration certificates must be attached. If the certificate does not indicate validity, supporting proof must be provided.

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

9.3. A fully completed pricing schedule on the prescribed template must be submitted. (i.e. SBD 3.3 – pricing schedule) (**NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED**)

10. TAX COMPLIANCE REQUIREMENTS

10.1. Service providers must ensure compliance with their tax obligations.

10.2. Service providers are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

10.3. Application for Tax Compliance Status (TCS) or pin may also be made via e-filing. to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

10.4. Service providers may also submit a printed TCS together with the bid.

10.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.

10.6. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

11. REPORTING

11.1. During the execution of the project, the service provider must submit monthly progress reports and attend meetings at intervals as determined by the project team managing the service provider.

11.2. All electronic and hard copy information captured/utilized 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.

11.3. The project will be signed off by the Chief Director: Planning Facilitation when:

11.3.1. All the end products (refer to list) have been delivered, and

11.3.2. The Chief Director: Planning Facilitation is satisfied that all requirements have been met.

12. EVALUATION CRITERIA

This bid shall be evaluated based on functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

12.1. First Stage - Evaluation of Functionality

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

Table 2: Evaluation criteria for functionality

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES			
1. Capability: Team Leaders' experience, track record and competency	The team leader must be a Town Planner registered as a Professional Planner with SACPLAN, with a minimum of NQF Level 7 Bachelor's degree or higher qualification in (Town/ Urban and Regional Planning) and at least 15 years post registration experience in managing multi-disciplinary projects in spatial planning and land use management. **(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references).** I. Professional Town Planner with a Bachelor degree or higher with less than 10 years post registration experience in managing multi-disciplinary projects in spatial planning and land use management - **Poor = 1** II. Professional Town Planner with a Bachelor degree with 10 or less than 15 years post registration experience in managing multi-disciplinary projects in spatial planning and land use management - **Average = 2**	25	25

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
	III. Professional Town Planner with a Bachelor degree or higher with 15 years' post registration experience in managing multi-disciplinary projects in spatial planning and land use management - **Good = 3** IV. Professional Town Planner with a Bachelor degree or higher with more than 15 less than 20 years post registration experience in managing multi-disciplinary projects in spatial planning and land use management - **Very good= 4** V. Professional Town Planner with a Bachelor degree or higher with 20 or more years post registration experience in managing multi-disciplinary projects in spatial planning and land use management - **Excellent = 5**		
2. Capability: Project Teams experience, track record and competency	The composition of the Technical Team to be utilized in the execution of the project consists of the following professions: Two (2) Town Planners registered as Professional Planners with SACPLAN, each with a minimum of NQF Level 7 Bachelor's degree or higher qualification in (Town/ Urban and Regional Planning) and at least 10 years post registration experience in spatial planning and land use management. **(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references).** I. Two (2) Professional Town Planners each with a Bachelor's degree or higher qualification with less than 5 years post registeration experience in managing multi-disciplinary projects spatial planning and land use management - **Poor = 1** II. Two (2) Professional Town Planners each with a Bachelor's degree or higher qualification with 5 or less than 10 years post registeration experience in managing multi-disciplinary projects in spatial planning and land use management - **Average = 2**	15	20

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
	III. Two (2) Professional Town Planners each with a Bachelor's degree or higher qualification with 10 years post registeration experience in managing multi-disciplinary projects in spatial planning and land use management - **Good = 3** IV. Two (2) Professional Town Planners each with a Bachelor's degree or higher qualification with more than 10 less than 15 years post registeration experience in managing multi-disciplinary projects in spatial planning and land use management - **Very good= 4** V. Two (2) Professional Town Planners with a Bachelor's degree or higher with 15 or more years post registeration experience in managing multi-disciplinary projects in spatial planning and land use management - **Excellent = 5**		
	A legal practitioner/Lawyer: With a bachelor's NQF 7 degree or higher qualification in law or legal profession and 8 years of post-qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management. **(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references).** I. Legal practitioner or Lawyer with NQF level 7 bachelor's degree or higher qualification in law or legal profession and less than 5 years post qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management – **Poor = 1** II. Legal practitioner or Lawyer with NQF L7 bachelor's degree or higher qualification in law or legal profession with 5 or less than 8 years post qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management – **Average = 2**	5	

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
	III. Legal practitioner or Lawyer with NQF L7 bachelor's degree or higher qualification in law or legal profession with 8 years post qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management – **Good = 3** IV. Legal practitioner or Lawyer with NQF L7 bachelor's degree or higher qualification in law or legal profession and more than 8 less than 10 years post qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management - **Very good= 4** V. Legal practitioner or Lawyer with NQF L7 bachelor's degree or higher qualification in law/ or legal profession and 10 or more years post qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management – **Excellent = 5**		
EXPERIENCE OF THE SERVICE PROVIDER			
CAPABILITY Experience and Track Record of Team Members and Company Competency	The company must have completed a minimum of three (3) projects in the past ten (10) years, from closing date of the tender. • **The bidder must submit a minimum of three (3) separate reference letters, each relating to a different completed project, demonstrating competence in any of the areas listed below.** • **Collectively, the reference letters must demonstrate experience in atleast three (3) of the prescribed competency areas.** These projects must demonstrate competence in any three of the following: • Drafting guidelines, • Land Use Schemes, • Municipal By-law, • Spatial Development Frameworks, • National/Provincial Master Plans, • Legislative drafting related to Spatial Planning and Land Use Management • Norms and Standards	35	35

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
	NB: Attach portfolio of evidence: Completion certificates or reference letters of previous successful work performed by the company, Each reference letter must be on the client's official letterhead, signed, dated, clearly indicate the name and designation of the signatory, the client's contact details (telephone number and email address), a description of the project or services rendered, the start and completion dates, and confirmation that the project or services were successfully completed. **NB: Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.** I. One (1) reference letter for one (1) successfully completed project, demonstrating one (1) competency area selected from the seven (7) prescribed competency areas, The project must have been completed within the past ten (10) years from the closing date of the tender– **Poor = 1** II. Two (2) reference letters for two (2) successfully completed projects, collectively demonstrating two (2) different competency areas from the seven (7) prescribed competency areas. The projects must have been completed within the past ten (10) years from the closing date of the tender -**Average = 2** III. Three (3) reference letters for three (3) separate successfully completed projects, collectively demonstrating three (3) different competency areas from the seven (7) prescribed competency areas, The projects must have been completed within the past ten (10) years from the closing date of the tender– **Good = 3** IV. Four (4) reference letters for four (4) successfully completed projects, collectively demonstrating four (4) different competency areas from the seven (7) prescribed competency areas, The projects must have been completed within the past ten (10) years from the closing date of the tender - **Very good = 4** V. Five (5) reference letters for five (5) successfully completed projects, collectively demonstrating five (5) different competency areas from the seven (7) prescribed competency areas , The projects must have been completed within the past ten (10) years from the closing date of the tender - **Excellent = 5**		
METHODOLOGY AND PROJECT PLAN			

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
METHODOLOGY AND PROJECT MANAGEMENT	The bidder must provide a broad overview of the proposed approach and methodology for executing the project, aligned with the Scope of Work. The methodology will be evaluated on the extent to which it is sound, professional, realistic, logical, and demonstrates a clear understanding of the project requirements. The methodology should address the following: I. Programme with clear timelines and output. II. Project plan in a form of Gantt chart III. Indicators and means of verifying progress. IV. Quality assurance steps indicated. V. Clear reporting mechanism. • The methodology addresses **three or less** of the above requirements – **Poor = 1** • The methodology addresses **four** of the above requirements – **Average = 2** • The methodology addresses **all five** of the above requirements and is acceptable for implementation - **Good = 3** • The methodology addresses **all five** of the above requirements and is acceptable for implementation, and includes a a risk management plan - **Very good= 4** • The methodology addresses **all five** of the above requirements, clearly demonstrates how the project will be delivered, includes a comprehensive risk management plan, and proposes additional value-added initiatives beyond the minimum requirements, such as advanced monitoring or and reporting systems – **Excellent = 5**	20	20
TOTAL		**100**	

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

Each reference letter must be on the client's official letterhead, signed, dated, clearly indicate the name and designation of the signatory, the client's contact details

(telephone number and email address), a description of the project or services rendered, the start and completion dates, and confirmation that the project or services were successfully completed

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

Bidders who fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Price).

12.2. Second Stage – Evaluation in terms of 80/20 Preference Points System as prescribed in the Preferential Procurement Regulations, 2022

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

(a) Formula:

$$Ps = 80\left(1 - Pt - Pmin\ /Pmin\right)$$

Where

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

(b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.

(c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

(d) Only the tender with the highest number of points scored may be selected.

12.4. Stipulation of preference point system to be used.

The department hereby stipulate the preference point system which will be applied in the adjudication of price quotations:

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of Points allocated (80/20 system)
I. A person historically disadvantages by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 b) On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date	10
II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	3
Total point of price and HDIs must not exceed	**100**

12.4.1.1. When calculating prices:

12.4.1.2. Unconditional discounts must be considered for evaluation purposes; and

12.4.1.3. Conditional discounts must not be considered for evaluation purposes but should be implemented when payment is affected.

12.4.1.4. The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where:

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

Pmin = Price of lowest acceptable tender.

achieves the minimum qualifying score for functionality of **60** points out of 100 points will be evaluated further in accordance with the price.

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13. TERMS AND CONDITIONS OF THE BID

13.1. 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.

13.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.

13.3. 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 organize the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.

13.4. Any deviation from the project plan should be put in writing and signed by the project manager.

13.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.

13.6. Payments will be on work-completed basis i.e., on set milestones as per the project plan.

13.7. 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.

14. OPT-OUT CLAUSE

14.1. The Department of Land Reform and Rural Development reserve the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

14.2. The Department reserves the right to terminate the contract if there is clear evidence of non-performance.

15. TERMS AND CONDITIONS OF THE BID

15.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.

15.2. The DLRRD and Service Provider will sign a Services Level Agreement upon appointment and a Memorandum of Agreement.

15.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project unless prior written consent has been granted by the Department of Land Reform and Rural Development.

15.4. 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 authorized to do so in writing by the DLRRD.

15.5. 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.

15.6. The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.

15.7. The department reserves the right to terminate the contract if there is clear evidence of non-performance.

16. FINANCIAL PENALTIES

16.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:

- Timely notification of such delays,
- Valid reasons for the delays, and
- Supporting evidence that the delays were outside of the influence of the service provider.

17. PAYMENTS

17.1. Payments will be made only for work performed to the satisfaction of the DLRRD. The service provider will only be paid according to deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the DLRRD.

17.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

17.3. 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. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

17.4. Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work-related calls).

18. REQUIRED INFORMATION ON HUMAN RESOURCES

18.1. The service provider is expected to provide information on available human resource capacity who will be directly involved in the project, including but not limited to: short CV, indicating relevant qualifications and experience as required by these Terms of Reference; full contact details (office, fax and cell phone, and email), as well as the contact details of relevant National officials who will have a role in providing.

19. REPORTING AND ACCOUNTABILITY

19.1. 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 or steering committee managing the service provider.

19.2. All information captured and or used to generate the outputs of the project remains the property of the DLRRD and must be handed over in its totality when the project is closed. The DLRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing).

19.3. The project will be signed off by the Chief Director: Planning Facilitation when:

19.3.1. All the end products have been delivered (all deliverables per phase to be approved by the DLRRD);

19.3.2. A formal presentation has been made to the Chief Directorate: Planning Facilitation;

19.3.3. The Chief Director: Planning Facilitation is satisfied that all requirements have been met;

19.3.4. All monetary amounts must be in South African Rand; and

19.3.5. Disbursements must be indicated separately and inclusive; and VAT must be included.

20. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Chief Directorate: Planning Facilitation
Department of Land Reform and Rural Development
Private Bag X833 Pretoria
Attention: Mr Ashley Hay
Telephone: 012 312 8027 / 082 307 5352
Email: **ashley.hay@dlrrd.gov.za**

20.2. **Supply Chain Management Enquiries:**

Ms S Nkwana
Tell: (012) 312 8403
Email: Sando.Nkwana@dlrrd.gov.za

21. PUBLICATIONS

There will be no briefing session
14 Days

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22. SIGNATORY

Terms of References supported and approved by:

Name and Surname Designation	Role in the BSC meeting	Support
Ms. Charné Adams Professional Town and Regional Planner	Member	Supported / ~~Not Supported~~ Date: 12/08/2026
Mr. Tshifhiwa Nekhwevha Chief Town and Regional Planner	Member	Supported / ~~Not Supported~~ Date: 12/8/2026.
Ms. Andiswa Spelman Chief Town and Regional Planner	Member	Supported / ~~Not Supported~~ Date: 12/08/2026

23. APPROVAL

Terms of Reference approved by:

Ms. Abena Kwayisi
Deputy Chairperson: BSC
Date: 12/08/2026

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FINALIZE THE NORMS AND STANDARDS FOR LAND USE MANAGEMENT AND LAND DEVELOPMENT IN TERMS OF SECTION 8 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (16 OF 2013) FOR A PERIOD OF FOURTEEN (14) MONTHS

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....RFQ NO.: ....

CLOSING TIME 11:00 CLOSING DATE.................................

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate total cost for the project.

Total Quote Price (INCLUSIVE OF VAT) R..

PHASES	DELIVERABLE	COST PER PHASE	TIME FRAMES	TOTAL COST (Excluding VAT)
Phase 1: Inception	Inception report	10%	1 month	R................................
Phase 2: Review & Research	Gap Analysis and Research Report	20%	3 months	R................................
Phase 3: Draft Norms and Standards	Draft Norms and Standards	15%	3 months	R................................
Phase 4: Consultation	Consultation Report	25%	3 months	R..............................
Phase 5: Final Norms and Standards and Approval	Final Norms and Standards	20%	2 months	R..............................
Phase 6: Retention	Close-out Report	10%	2 months	R..............................
PROMOTIONAL ITEMS	**QUANTITY**	**UNIT COST**		**TOTAL COST**
Booklets	10	R..............................		R..............................
TOTAL COST EXCLUDING VAT				R..............................

RFQ No.: ……………………………………

Name of Bidder: ……

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FINALIZE THE NORMS AND STANDARDS FOR LAND USE MANAGEMENT AND LAND DEVELOPMENT IN TERMS OF SECTION 8 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (16 OF 2013) FOR A PERIOD OF FOURTEEN (14) MONTHS

VAT 15%		R…………………………
TOTAL COST INCLUDING VAT		R…………………………

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details
Technical	Mr Ashley Hay	012 312 8027 AshleyH@dlrrd.gov.za
Quotation related	Ms Sando Nkwana	(012) 312-8403 sando.nkwana@dlrrd.gov.za

APPROVAL

Pricing Schedule approved by

MS. ABENA KWAYISI
DEPUTY CHAIRPERSON: BSC
DATE: 19/08/2026