

LA 1.2

5/2/2/1- DLRRD 0004 (2026/2027)

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

**CLOSING DATE: 24 JULY 2026 @ 11:00**

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

TECHNICAL ENQUIRIES : Mr. Mfanafuthi Gama  
TEL : (012) 312 8037  
EMAIL : [Mfanafuthi.gama@dlrrd.gov.za](mailto:Mfanafuthi.gama@dlrrd.gov.za)

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

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

**TECHNICAL PROPOSAL PART 1 OF 2**

## LA 1.1



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

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

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**BID NUMBER:** 5/2/2/1- DLRRD 0004 (2026/2027)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 24 JULY 2026

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 03 JULY 2026**

## Annexure A

# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

### July 2010

#### NOTES

The purpose of this document is to:

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

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

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

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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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
1.5.	<b>VALIDITY PERIOD: 120 DAYS</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 interest<sup>1</sup> 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

---

<sup>1</sup> 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.

**SBD4**

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 consortium<sup>2</sup> 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

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

**SBD4**

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

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

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

Signature	Date
Position	Name of bidder

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

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

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

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

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

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

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

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

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

**BID PROCESS (EQUAL OR BELOW R50 MILLION)**

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

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

**1. DEFINITIONS**

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

## 2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....



**CHIEF DIRECTORATE: SPATIAL DEVELOPMENT PLANNING**

Private Bag X 833, Pretoria, 0001; Tel: 012 312 8013; 600 Lilian Ngoyi Street; Berea Park, Pretoria, 0001

**TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

**1. BACKGROUND**

- 1.1 The Department of Land Reform and Rural Development (DLRRD) is responsible for addressing historical land injustices, promoting agrarian transformation, and facilitating sustainable rural development. Geospatial technologies have played a critical role in supporting decision-making across various programmes, including land reform, land tenure, agriculture development, spatial planning, and disaster response.
- 1.2 With the global evolution of Artificial Intelligence (AI) and geospatial technologies, DLRRD recognises the need to align its capabilities with emerging digital innovations. This includes improving spatial data infrastructure, adopting machine learning for pattern recognition, predictive analytics for agriculture and land management, and enhancing citizen engagement via smart digital platforms.
- 1.3 This ToR seeks to appoint a qualified service provider to formulate a Strategic Roadmap and Implementation Plan for the integration of advanced geospatial technology and AI into the operations of DLRRD.
- 1.4 This initiative will guide DLRRD in leveraging advanced digital technologies to improve decision-making, spatial planning, land administration, monitoring, and service delivery.

**2. PURPOSE**

- 2.1 The purpose of this project is to develop a comprehensive strategy and roadmap that will:
  - 2.1.1 Guide the adoption of future-ready geospatial technologies within DLRRD.
  - 2.1.2 Define a phased AI integration approach aligned with departmental mandates.



## **TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

2.1.3 Ensure alignment with the Fourth Industrial Revolution (4IR) and National Development Plan (NDP 2030).

2.1.4 Promote data-driven decision-making, predictive capabilities, and improved service delivery across the land reform and rural development value chains.

### **2.2 GeoAI Roadmap Development**

2.2.1 As part of the scope of work, the service provider is required to develop a leverage the intersection of Geospatial Intelligence (GIS) and Artificial Intelligence (AI/ML) to enhance decision-making, planning, operations, and policy development.

### **2.3 Purpose of the GeoAI Roadmap**

2.3.1 To define the short-, medium-, and long-term actions DLRRD must take to integrate geospatial and AI technologies in a sustainable, scalable, and ethically responsible manner.

### **2.4 Key Focus Areas of the Roadmap**

The roadmap should address the following pillars:

#### **2.4.1 GeoAI Vision Alignment**

- Define a long-term GeoAI vision aligned with the 4IR strategies.
- Support goals related to spatial equity, resource optimization, and land and rural development transformation.

#### **2.4.2 Use Case Identification**

2.4.2.1 Propose a list of high-value GeoAI use cases relevant to mandate of the DLRRD, such as but not limited to the following.:

- Land suitability analysis using satellite imagery & AI
- Automated cadastral boundary detection
- Crop classification and yield prediction in land reform farms
- Illegal land use monitoring (e.g., land invasion, active and fallow land in land reform farms,)
- Spatial-temporal forecasting of land reform progress etc



# TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.

## 2.4.3 Technology Stack

- Recommend appropriate open-source and commercial platforms (e.g., Google Earth Engine, ESRI AI tools, TensorFlow, AWS Sagemaker).
- Include a data pipeline architecture for ingesting, cleaning, processing, and visualizing spatial data via AI.

## 2.4.4 Data Governance

### 2.4.4.1 Propose a GeoAI Data Governance Framework covering:

- Data quality standards
- FAIR principles (Findable, Accessible, Interoperable, Reusable)
- Ethics and AI transparency guidelines
- Cross-departmental data sharing protocols

## 2.4.5 Skills Development

- Identify skills **gap** needed in GeoAI, data science, spatial analytics, and ML engineering **in the department**.
- Suggest partnerships with universities, innovation hubs, and international GeoAI communities for training and support.
- Identify gaps in AI and GIS human resources and develop a comprehensive training model that will capacitate and on-board the geo-technocrats and built environment space in the department.
- Recommend training certification and partnerships with academic institutions and other service providers.

## 2.4.6 Phased Implementation Plan (proposals to be made).

- Short-Term (1–2 years): Pilot GeoAI applications in 2–3 provinces, develop capacity, acquire tools.
- Medium-Term (3–5 years): Institutionalize AI-assisted workflows in SPLUM, Land Tenure, and NGMS, Deeds systems.



## TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.

- Long-Term (5+ years): Fully integrate predictive analytics and automation across all DLRRD spatial systems.

### 2.4.7 Monitoring & Evaluation (M&E)

- Define KPIs for GeoAI maturity, adoption rate, decision impact, and cost-effectiveness.

## 3. OBJECTIVES

The objectives of the assignment include:

### 3.1. Geospatial Technology Objectives:

- 3.1.1. To assess the current spatial data ecosystem tools, datasets, and capacity.
- 3.1.2. Identify emerging geospatial technologies (e.g., remote sensing, drones, 3D mapping, digital twins).
- 3.1.3. Recommend advanced GIS platforms and cloud-based geospatial ecosystems.
- 3.1.4. Recommend futuristic state technologies (e.g., UAVs, IoT integration, LiDAR, satellite data, real-time dashboards).
- 3.1.5. Define spatial data lifecycle management and governance standards.
- 3.1.6. Outline infrastructure and licensing needs (including cloud-hosting options).
- 3.1.7. Propose national standards for spatial data integration and interoperability.
- 3.1.8. Define efficiencies in the Departmental environments

### 3.2 AI Integration Objectives:

- 3.2.1 To identify opportunities for GeoAI deployment across land reform, land tenure security, and spatial data analysis in the DLRRD departments, i.e. DPW, DWS, STATSA, etc.
- 3.2.2 Develop use cases for AI, including:
  - Land suitability modelling
  - Predictive analytics for crop yields and drought in land reform farms
  - Automated cadastral validation
  - Remote sensing classification and land change detection
  - Chatbots for land tenure support



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3.2.3 Propose an AI-readiness framework including data governance, ethical use, capacity, and infrastructure.

## **4. SCOPE OF WORK**

The service provider shall be expected to deliver the following:

### **4.1 Situational Assessment**

4.1.1 Review existing technologies, tools, and platforms within DLRRD.

4.1.2 The service provider will perform situational assessment, benchmarking, strategy development, governance framework creation, capacity building, implementation planning, and M&E framework development.

4.1.3 Identify internal and external data ecosystems and system redundancies and remedial action.

4.1.4 Conduct a comparative analysis of global best practices in public sector geospatial and AI adoption.

### **4.2 Skills Development and Training**

4.2.1 Identify skills needed in GeoAI, data science, spatial analytics, and ML engineering.

4.2.2 Suggest partnerships with universities, innovation hubs, and international GeoAI communities.

4.2.3 Identify gaps in AI and GIS human resources and develop a comprehensive training model that will capacitate and on-board the geo-technocrats.

4.2.4 Recommend training certification and partnerships with academic institutions and other service providers.

### **4.3 AI Readiness Assessment and Strategy**

4.3.1 Develop an AI capability maturity assessment.

4.3.2 Recommend policies and ethical frameworks for responsible AI use.



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4.3.3 Propose integration models into existing workflows and platforms (e.g., National Spatial Planning Data Repository (NSPDR), Cadastral Information System (CIS), Electronic Deeds Registration System (eDRS), Strategically Located Land Decision Support Tool (SLLDS), Land Administration Web (LAW), etc.

### **4.4 Implementation Plan**

4.4.1 Present a 3–5-year phased implementation plan with timelines, costs, risks, and performance indicators.

### **4.5 Stakeholder Engagement**

4.5.1 Facilitate consultative workshops with national and provincial DLRRD teams including Town and Regional Planners, GISc and any other stakeholders.

4.5.2 Engage with external stakeholders (e.g., CSIR, SANSA, NGI, Private Sector, academia, etc).

## **5. Deliverables Specific to the GeoAI Roadmap**

The service provider must produce the following:

- 5.1.1. GeoAI Strategy Document (detailed roadmap)
- 5.1.2. Use Case Matrix with technical feasibility, impact, and readiness ratings.
- 5.1.3. GeoAI Capability Maturity Model
- 5.1.4. GeoAI Architecture Blueprint
- 5.1.5. Pilot Design Proposal ( implement one per Branch as part of the POC pilot)
- 5.1.6. Inception Report and Detailed Work Plan
- 5.1.7. Situational Assessment Report
- 5.1.8. International Benchmarking Report
- 5.1.9. Strategic Roadmap for Geospatial Technologies
- 5.1.10. AI Integration Strategy and Use Case Catalogue
- 5.1.11. Capacity Development Framework



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5.1.12. Final Consolidated Report and Executive Presentation

5.1.13. Policy and Governance Recommendations

### 6. Duration of the Assignment

The duration of the project will be **Six (6) months** from the date of appointment.

A detailed project schedule must be included in the proposal.

Phase	Description	Key Deliverables	Duration	Payment %
1	<b>Inception and Planning</b>	Inception report, risk plan, implementation schedule	2 weeks	15%
2	<b>Situational Assessment and Benchmarking</b>	Situational & benchmarking reports	1 month	15%
3	<b>Strategy and Architecture Development</b>	GeoAI Strategy Document, Architecture Blueprint	2 Months	25%
4	<b>Capacity and Governance Frameworks</b>	Training plan, governance framework	1 Month	20%
5	<b>Implementation &amp; M&amp;E Frameworks</b>	Implementation roadmap and M&E indicators	1 Month	15%
6	<b>Finalisation &amp; Handover</b>	Final report, executive presentation	2 weeks	10%

### 7. Reporting and Governance

7.1 The project will be managed under the Spatial Information Services Directorate of DLRRD. A Project Steering Committee will be established to oversee progress, provide guidance, and ensure alignment with strategic departmental objectives.



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**8. Budget and Payment Terms**

8.1 The budget will be determined based on the submitted proposal and will be subject to National Treasury cost guidelines. Payments will be milestone-based, aligned with the deliverables outlined in Section 4.

**9. MANDATORY REQUIREMENTS**

**NB: Failure to submit the following requirements with the proposal will disqualify the bidder's proposal.**

- a) A fully completed pricing schedule on the prescribed template must be submitted (i.e. SBD 3 – pricing schedule). **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED).**
- b) A GISc Professional must be registered with the **SOUTH AFRICAN GEOMATICS COUNCIL (SAGC) OR SOUTH AFRICAN COUNCIL FOR PROFESSIONAL AND TECHNICAL SURVEYORS (PLATO)** as a GISc Professional. **NB: ATTACH PROOF OF PROFESSIONAL REGISTRATION CERTIFICATE WITH SAGC OR PLATO AS A GISc PROFESSION AND A LETTER OF GOOD STANDING.**

A copy of a council registration certificate and a letter of good standing clearly stating validity period must be attached. If the certificate or letter of good standing does not indicate validity, supporting proof from the council must be provided.

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

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.



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**10. UNDUE DELAY REMEDIES**

Table 3: Undue Delays

In the event that the project team fails to meet any agreed-upon milestone or deadline specified in this contract, the project team shall be liable for a penalty. The penalty shall be calculated as a percentage of the total contract value for each day of delay or non-compliance, commencing from the due date until the issue/delay is fully resolved, and according to the following agreed-upon penalty percentage:

<b>MILESTONE</b>	<b>% PAYABLE</b>	<b>5 DAYS OVERDUE</b>	<b>10 DAYS OVERDUE</b>	<b>15 DAYS OVERDUE</b>	<b>30 DAYS OVERDUE</b>	<b>MORE THAN 30 DAYS OVERDUE</b>
<b>Phase 1: Inception and Planning</b>	5%	30%	60%	75%	85%	100%
<b>Phase 2: Situational Assessment and Benchmarking</b>	10%	30%	40%	60%	80%	100%
<b>Phase 3: Strategy and Architecture Development</b>	30%	10%	25%	50%	75%	100%
<b>Phase 4: Capacity and Governance Frameworks</b>	30%	20%	40%	60%	80%	100%
<b>Phase 5: Implementation &amp; M&amp;E Frameworks</b>	20%	30%	40%	60%	80%	100%
<b>Phase 5: Finalisation &amp; Handover</b>	5%	30%	60%	75%	85%	100%
<b>Retention</b>	5%					
<b>Total</b>	<b>100%</b>					



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**11. RETENTION**

11.1 The Department of Land Reform and Rural Development shall retain 5% of the total project cost in the case of late delivery of the commissioned work.

11.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

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

**12. EXTRA WORK**

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

**13. EVALUATION CRITERIA**

**This bid shall be evaluated in Three (3) Stages.**

- **First Stage**  
Bids will be evaluated on functionality.
- **Second Stage**  
Bids will be evaluated on presentation
- **Third Stage**  
Bids will be evaluated in accordance with 80/20 preference points system as stipulated below

**13.1 First Stage -Evaluation of Functionality**

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 range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**



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TABLE 4: Evaluation Criteria

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<p><b>CAPABILITY</b></p> <p>Competency of the Company</p>	<p>The company must have successfully completed <b>3 strategy development projects.</b></p> <p>Demonstrated track record in executing geospatial or AI projects within government or development sectors.</p> <ul style="list-style-type: none"> <li>• 5 years or more proven track record in developing and deploying geospatial solutions within government or large-scale enterprises.</li> <li>• Experience in implementing Artificial Intelligence (AI) and Machine Learning (ML) models in spatial data environments in various projects.</li> <li>• Demonstrated expertise in integrating geospatial platforms (e.g., ESRI ArcGIS, QGIS, GeoServer, PostGIS) with AI/ML tools.</li> </ul> <p><b>Reference Letters must be on their clients’ official letterheads duly signed by the client, clearly stating the type of service or previous work successfully performed by the service provider; reference letters must clearly specify the duration of the service (start and end date) and include the name, designation and contactable contact details of the signatory.</b></p> <p>1) Reference letter of one (1) successfully completed project, covering ALL three (3) of the above requirements – <b>Poor = 1</b></p> <p>2) Reference letter(s) of two (2) successfully completed projects, covering ALL three (3) of the above requirements – <b>Average = 2</b></p> <p>3) Reference letter(s) of three (3) successfully completed projects, covering ALL three (3) of the above requirements – <b>Good = 3</b></p>	<p><b>30</b></p>



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	<p>4) Reference letter(s) of four (4) successful completed projects, covering ALL three (3) of the above requirements – <b>Very Good = 4</b></p> <p>5) Reference letter(s) of five (5) or <u>more</u> successfully completed projects, covering ALL three (3) of the above requirements – <b>Excellent = 5</b></p>	
<b>RESOURCES</b>		
<p><b>Project Leader</b></p>	<p>A <b>Project Leader</b> must have an NQF 9 Masters in Artificial Intelligence <b>OR</b> NQF 9 Masters in Data Science <b>OR</b> NQF 9 Masters in Computer Science with a specialization in Artificial Intelligence. Must have 8 years demonstrated experience in applying AI/ML to Spatial Data (e.g. predictive modelling, image recognition, land classification, natural resource assessment). Proficiency in remote sensing analysis, satellite imagery interpretation and data fusion. Experience with cloud-based geospatial platforms (AWS, Google Earth Engine, Microsoft Azure or equivalent). Software Development &amp; Integration Advanced skills in programming languages relevant to geospatial AI: Python, R, JavaScript, Expertise in designing and deploying APIs and middleware for geospatial data exchange. Knowledge of databases and big data platforms (SQL, NoSQL, Spatial Data warehouses).</p> <p><b>(Attach a copy of a qualification, a CV indicating a detailed profile of previous work experience and contactable references).</b></p> <p><b>Score Rating:</b></p> <ol style="list-style-type: none"> <li>1. <b>Project Leader</b> with NQF level 9 and less than 5 years' working experience = <b>Poor = 1</b></li> <li>2. <b>Project Leader</b> with NQF level 9 and with 5 years but less than 8 years' working experience – <b>Average = 2</b></li> </ol>	<p><b>20</b></p>



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	<p>3. <b>Project Leader</b> with NQF level 9 and with 8 years working experience– <b>Good = 3</b></p> <p>4. <b>Project Leader</b> with NQF level 9 and with more than 8 years, but less than 10 years working experience– <b>Very Good = 4</b></p> <p>5. <b>Project Leader</b> with NQF level 9 and with 10 and <u>more</u> year’s working experience– <b>Excellent = 5</b></p>	
<p><b>TEAM MEMBERS</b></p> <p>Experience and Track Record of Team Members</p>	<p><b>GISc Professional</b> must have 10 years’ post-registration experience as a GISc Professional, in GIS and spatial data management, preferably in government, research institutions, or large-scale geospatial initiatives. Demonstrated experience in managing and integrating multi-source geospatial datasets. Implementing spatial data infrastructures (SDI) and metadata standards. Advanced geospatial analysis, visualization, and reporting for policy and planning. Working with national or international geospatial frameworks (e.g., NSDF, SPLUMA). Proven track record of supporting multi-stakeholder geospatial projects, capacity building, and technology transfer. Experience in South African spatial governance and planning frameworks will be highly desirable.</p> <p><b>(Attach a copy of a CV indicating a detailed profile of previous work experience and contactable references and a proof of SAGC <u>OR</u> PLATO registration certificate as a GISc Professional and a letter of good standing).</b></p> <p><b>Score rating:</b></p> <p>1. <b>GISc Professional</b> with less than 5 years’ post-registration experience - <b>Poor = 1</b></p> <p>2. <b>GISc Professional</b> with 5 years but less than 10 years post- registration experience- <b>Average = 2</b></p>	<p><b>10</b></p>



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	<p>3. <b>GISc Professional</b> with 10 years post-registration experience – <b>Good = 3</b></p> <p>4. <b>GISc Professional</b> with more than 10 years but less than 15 years post-registration experience – <b>Very Good= 4</b></p> <p>5. <b>GISc Professional</b> with 15 and <u>more</u> years' post registration experience - <b>Excellent= 5</b></p>	
	<p><b>Computer Scientist</b> must have a BSc Computer Science with a specialisation in Artificial Intelligence with 10 years' working experience.</p> <p><b>(Attach a copy of a qualification, a CV indicating a detailed profile of previous work experience and contactable references).</b></p> <p><b>Score rating:</b></p> <p>1. <b>Computer Scientist</b> with a BSc Computer Science with less than 5 years of work experience- <b>Poor = 1</b></p> <p>2. <b>Computer Scientist</b> with a BSc Computer Science with 5 years but less than 10 years' work experience – <b>Average = 2</b></p> <p>3. <b>Computer Scientist</b> with a BSc Computer Science with 10 years of work experience – <b>Good = 3</b></p> <p>4. <b>Computer Scientist</b> with a BSc Computer Science with more than 10 years but less than 15 years' working experience – <b>Very Good = 4</b></p> <p>5. <b>Computer Scientist</b> with a BSc Computer Science with 15 and <u>more</u> years' working experience – <b>Excellent = 5</b></p>	<b>10</b>



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	<p><b>Data Scientist</b> must have a Bachelor’s degree (NQF 7) or higher qualification in Data Science <u>OR</u> Statistics <u>OR</u> Computer Science, <u>OR</u> Geoinformatics and must have 10 years’ working experience in applying data science and machine learning to geospatial data. Demonstrated work with AI/GeoAI, predictive modelling, and spatial statistics. Experience integrating satellite, IoT, and administrative datasets</p> <p><b>(Attach a copy of a qualification, a CV only indicating a detailed profile of related previous work experience and contactable references).</b></p> <p><b>Score rating:</b></p> <ol style="list-style-type: none"> <li>1. (NQF 7) or higher qualification with less than 5 years working experience - <b>Poor = 1</b></li> <li>2. (NQF 7) or higher qualification with 5 years but less than 10 years working experience – <b>Average = 2</b></li> <li>3. (NQF 7) or higher qualification with 10 years working experience – <b>Good = 3</b></li> <li>4. (NQF 7) or higher qualification with more than 10 years but less than 15 years’ working experience – <b>Very Good = 4</b></li> <li>5. (NQF 7) or higher qualification with 15 and <u>more</u> years’ working experience – <b>Excellent = 5</b></li> </ol>	<p><b>10</b></p>
<p><b>METHODOLOGY &amp; PROJECT MANAGEMENT</b></p>	<p>Quality and relevance of the proposed methodology, implementation plan, understanding of the TOR, Innovation in Geospatial Intelligence and AI Integration.</p> <p><b>Score rating:</b></p> <ol style="list-style-type: none"> <li>1) <b>Methodology <u>does not outline the requirements</u> as specified in the ToR –<b>Poor = 1</b></b></li> <li>2) <b>Methodology <u>inadequately and poorly</u> address requirements in the ToR – <b>Average = 2</b></b></li> </ol>	<p><b>20</b></p>



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	<p>3) <b>Methodology <u>adequately address</u> all of the requirements in the ToR –Good = 3</b></p> <p>4) <b>Methodology <u>adequately address all requirements</u> in the ToR with an add-on, Innovative Approach that is AI-driven- <b>Very good= 4</b></b></p> <p>5) <b>Methodology <u>exceptionally specifies</u> the manner in which the project will be delivered, proposal includes additional innovative approaches or value-added services such as AI-driven data automation, Public-Private Partnerships, Open data strategy, Deployed AI in spatial environments, Predictive modelling, Cloud GIS platforms (ArcGIS Enterprise, GEE, AWS, Azure), Ability to integrate with existing systems, API design capacity, open source ecosystems, licensed vs open-source balance and Demonstrate a live GeoAI Prototype– <b>Excellent = 5</b></b></p>	
	<b>TOTAL</b>	<b>100</b>

**NB: 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 Evaluation in terms of the 80/20 Preference Points System.**

**13.2 Second Stage- Evaluation in terms of Presentation**

**Bidders who reached a minimum threshold of 60 out of 100 for functionality will be evaluated on the next stage of Presentations, those bidders will be expected to avail themselves and attend a physical presentation.**

**NB: BIDDERS WILL BE ALLOCATED A SLOT OF 30 MINUTES EACH FOR THE PRESENTATION AND 15 MINUTES FOR QUESTIONS AND ANSWERS.**

13.2.1 Members of the bid evaluation committee will individually evaluate the presentations in accordance with the below presentation criteria and values.

13.2.2 The applicable values that will be utilised when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**



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**TABLE 5: Presentations Evaluation Criteria**

<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHTS</b>
<b>METHODOLOGY AND PROJECT MANAGEMENT</b>	<ol style="list-style-type: none"> <li>1. What is your understanding of DLRRD’s requirements, mandate, and the strategic purpose of this assignment?</li> <li>2. How does your proposed approach align with SPLUMA, the SDI environment, 4IR priorities, and NDP 2030?</li> <li>3. What methodology will you use to conduct the situational assessment and develop the strategic roadmap and implementation plan?</li> <li>4. How will you assess DLRRD’s current geospatial systems, data environment, infrastructure, governance, and AI readiness?</li> <li>5. Please describe similar projects you have delivered, especially in government or development sectors, and the outcomes achieved.</li> <li>6. Who are the key members of your proposed team, and what qualifications and experience do they bring to this assignment?</li> <li>7. How will you identify, assess, and prioritise high-value GeoAI use cases for DLRRD?</li> <li>8. Which GeoAI or advanced geospatial use cases do you consider most relevant for DLRRD, and why?</li> <li>9. What technology stack and architecture would you recommend, and how will it integrate with DLRRD’s existing systems and data ecosystem?</li> <li>10. How will you address data quality, metadata, interoperability, AI ethics, security, and governance in your proposed solution?</li> <li>11. What is your approach to stakeholder engagement across national, provincial, and external partners?</li> <li>12. How will you ensure skills transfer, training, and long-term sustainability after completion of the assignment?</li> <li>13. How will you manage the six-month delivery period, including milestones, risks, dependencies, and quality assurance?</li> <li>14. What makes your proposal practical, implementable, and value for money for DLRRD?</li> <li>15. What makes your proposal practical, implementable, and value for money for DLRRD?</li> <li>16. If appointed, what would be your priority actions in the first 30 days?</li> <li>17. What is your overall risk management and governance approach for this assignment?</li> <li>18. How will you identify and manage key implementation risks related to data, institutional readiness, stakeholder coordination, and delivery timelines?</li> <li>19. What data security and protection measures will you implement throughout the project lifecycle?</li> <li>20. How will you ensure responsible, ethical, and compliant use of data and AI in your proposed solution?</li> </ol> <ol style="list-style-type: none"> <li>1. Presentation fails to address some or all the questions, lacks clarity, or is non-compliant to the Terms of Reference- <b>Poor 1</b></li> <li>2. Presentation addresses some or all the questions but is vague, incomplete, or lacks supporting evidence. – <b>Average 2</b></li> <li>3. Presentation adequately addresses all the questions with supporting evidence- <b>Good 3</b></li> <li>4. Presentation clearly addresses all the questions, provides solid evidence, and demonstrates strong alignment with Terms of Reference - <b>Very good 4</b></li> <li>5. Presentation fully addresses all the questions, provides comprehensive evidence, demonstrates innovation, and exceeds expectations- <b>Excellent 5</b></li> </ol>	<b>100</b>
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>



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**13.3 Third Stage - Evaluation in terms of 80/20 Preference Points System**

Only bids that achieve the minimum qualifying score for functionality of **60** points out of 100 points will be evaluated further in accordance with the 80/20 preference points system.

**POINTS AWARDED FOR PRICE**

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender.

**13.4 Points awarded for specific goals.**

- a) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.
- b) In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of: -
  - I. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or,



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- II. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 6: Specific goals for the tender and points claimed are indicated per the following table.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system)**

Table 6: Calculation of total points scored for price and specific goals status

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. A person historically 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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-  Before 27 April 1994 On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalization prior to the date.	<b>8</b>		
II. Who is Female	<b>5</b>		
III. Who has a Disability	<b>2</b>		
IV. Specific goal: Who is Youth	<b>2</b>		
V. Specific goal: Locality (Promotion of SA owned enterprises)	<b>3</b>		

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



**TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

**14. PROJECT MANAGEMENT**

- 14.1 The **Director: Spatial Information Services (SIS)** in the Department of Land Reform and Rural Development (DLRRD) is the overall manager of the contract and project assigned to the service provider.
- 14.2 The successful bidder will report directly to the Project Manager and the Steering Committee, as appointed by the DLRRD.
- 14.3 All reports shall be in English. Hard and digital copies of all the project documents will be submitted to the Department.
- 14.4 The reports for all phases shall be approved by the Project Steering Committee.
- 14.5 All documents, materials, data, and information, in whatever manner or format, whether hard copy or otherwise, will be the property of the DLRRD and are not to be released to a third party without the consent of the relevant authority.
- 14.6 **Bidders must attach an organogram clearly outlining the names and roles of the proposed team members, who will directly be involved in the project.**

**15. TERMS AND CONDITIONS OF THE BID**

- a) No bid shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.
- b) Awarding of the bid will be subject to the Service Provider expressing acceptance of the DLRRD Supply Chain Management's General Conditions of Contract.
- c) The DLRRD and Service Provider will sign a Services Level Agreement upon appointment.
- d) The service provider should commence with the project within five (5) days after receiving the letter of appointment, purchase order and the service level agreement signed.
- e) During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to take minutes and circulate them to the steering committee members.
- f) Any deviation from the project plan should be put in writing and signed by the project manager.
- g) Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- h) Payments will be on a work-completed basis, i.e., on set milestones as per the project plan.
- i) Financial penalties shall be imposed for agreed-upon milestones, targets, and deadlines not met without providing:
- j) Timely notification of such delays.



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- k) Valid reasons for the delays.
- l) Supporting evidence that the delays were outside of the influence of the service provider.
- m) Payments will be made only for work performed to the satisfaction of the DLRRD. Financial penalties will be imposed if the output produced does not meet the agreed-upon deliverables criteria as stipulated in the General Conditions of Contract
- n) 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 and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be accepted.
- o) 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.
- p) The Department of Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- q) The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

## **16. SUBMISSION REQUIREMENTS**

1. Indexed technical proposal detailing understanding of the assignment, methodology, and work plan.
2. Relevant reference letters of the company experience
3. Detailed CVs of proposed Team members and Qualifications

## **17. PUBLICATIONS**

1. Departmental Website
2. National Treasury E-Portal
3. Advert Period – 21 days



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**18. REQUESTS FOR FURTHER INFORMATION**

**All enquiries regarding the bid may be directed to the following persons:**

**Technical Enquiries**

Mr. Mfanafuthi Gama  
Director: Spatial Information Services  
Tel No: 012 312 8037  
Email: [Mfanafuthi.gama@dlrrd.gov.za](mailto:Mfanafuthi.gama@dlrrd.gov.za)

**Supply Chain Management Enquiries**

Bids Management  
(012) 312 8383/ 8381/ 9627  
[Bids@dlrrd.gov.za](mailto:Bids@dlrrd.gov.za)



LA 1.2

5/2/2/1- DLRRD 0004 (2026/2027)

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

**CLOSING DATE: 24 JULY 2026 @ 11:00**

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

TECHNICAL ENQUIRIES : Mr. Mfanafuthi Gama  
TEL : (012) 312 8037  
EMAIL : [Mfanafuthi.gama@dlrrd.gov.za](mailto:Mfanafuthi.gama@dlrrd.gov.za)

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

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

**FINANCIAL PROPOSAL PART 2 OF 2**

**PRICING SCHEDULE [SBD 3.3]**

5/2/2/1- DLRRD 0004 (2026/2027)

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

**[SBD 3.3]**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER.....	BID NO: 5/2/2/1- DLRRD 0004 (2026/2027)
CLOSING DATE: <b>24 JULY 2026 @ 11:00</b> .....	CLOSING TIME: <b>11:00</b>

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

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

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

PROJECT PHASES	OUTPUT	COST PER PHASE	TIMEFRAME	TOTAL COST PRICE
<b>Phase 1:</b> Inception and Planning	Inception Report, Risk Plan, Implementation schedule	15%	2 weeks	R.....
<b>Phase 2:</b> Situational Assessment and Benchmarking	Situational & benchmarking reports	15%	1 month	R.....
<b>Phase 3:</b> Strategy and Architecture Development	GeoAI Strategy Document, Architecture Blueprint	25%	2 months	R.....
<b>Phase 4:</b> Capacity and Governance Frameworks	Training Plan, Governance framework	20%	1 month	R.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

<b>Phase: 5:</b> Implementation & M&E Frameworks	Implementation Roadmap and M & E Indicators	<b>15%</b>	<b>1 month</b>	R.....
<b>Phase: 6:</b> Finalisation & Handover	Final Report, Executive Presentation	<b>10%</b>	<b>2 weeks</b>	R.....
<b>Retention</b>		<b>5%</b>		R.....
<b>TOTAL COST EXCLUDING VAT</b>		R.....		
<b>VAT 15%</b>		R.....		
<b>TOTAL COST INCLUDING VAT FOR A PERIOD OF 6 MONTHS</b>		R.....		

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FUTURE OF GEOSPATIAL TECHNOLOGY AND AI INTEGRATION STRATEGY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF SIX (06) MONTHS.**

Any enquiries regarding bidding procedures may be directed to the –

LAND REFORM AND RURAL DEVELOPMENT  
PRIVATE BAG X 833  
PRETORIA  
0001

Query	Name	Contact Details	Email Address
Technical	Mr Mfanafuthi Gama	012 312 8037	<a href="mailto:Mfanafuthi.gama@dlrrd.gov.za">Mfanafuthi.gama@dlrrd.gov.za</a>
Bids related	Bids unit	(012) 312-8383/8381/9627	<a href="mailto:Bids@dlrrd.gov.za">Bids@dlrrd.gov.za</a>