

5/2/1/1/2026-2027-75

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP SOCIO-ECONOMIC IMPACT ASSESSMENT SYSTEM (SEIAS) REPORT FOR PLANNING PROFESSION ACT 2002, (ACT NO 36) OF 2002 AMENDMENTS AND DRAFT PLANNING PROFESSION ACT:REGULATIONS FOR A PERIOD OF THREE (03) MONTHS

CLOSING DATE: 30 JULY 2026 AT 11:00 AM.

**RESPONSE MUST BE DEPOSITED INTO THE QUOTATION BOX AT:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
ACQUISITION MANAGEMENT:
600 LILLIAN NGOYI, BEREA PARK
PRETORIA
CENTRAL**

TECHNICAL ENQUIRIES : Mr. Ashley Hay
TEL : (012) 312 8007
EMAIL: : ashley.hay@dlrrd.gov.za

BID RELATED ENQUIRIES : Ms. Mphori Thobejane/Ms. Sando Nkwana
TEL : 012 312 8399/8403
EMAIL: : Sando.Nkwana@dlrrd.gov.za / Steve.Netshozwi@dalrrd.gov.za

LA 1.1



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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

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

RFQ NO: 5/2/1/1/2026-2027-75

CLOSING TIME: 11H00

CLOSING DATE: 30 July 2026

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

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

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

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

Yours faithfully

**SIGNED
QUOTATION MANAGEMENT
DATE:**

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1/1/2026-2027-75 CLOSING DATE: 30 JULY 2026 AT 11:00 AM.

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

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

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

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

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

Acquisition Management

(QUOTATION)

600 LILLIAN NGOYI, BEREA PARK

PRETORIA,

CENTRAL

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

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

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

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
- 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 A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)						
BID NUMBER:	5/2/1/1/2026-2027-75		CLOSING DATE:	30 JULY 2026	CLOSING TIME:	11:00 AM.
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP SOCIO-ECONOMIC IMPACT ASSESSMENT SYSTEM (SEIAS) REPORT FOR PLANNING PROFESSION ACT 2002, (ACT NO 36) OF 2002 AMENDMENTS AND DRAFT PLANNING PROFESSION ACT:REGULATIONS FOR A PERIOD OF THREE (03) MONTHS					
BID RESPONSE DOCUMENTS SHOULD ONLY BE DEPOSITED IN OUR QUOTATION BOX AS THE BELOW ADDRESS:						
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: ACQUISITION MANAGEMENT : QUOTATION BOX : 600 LILLIAN NGOYI, BEREA PARK PRETORIA CENTRAL						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms. Mphori Thobejane Ms. Sando Nkwana		CONTACT PERSON	Ms Ashley Hay		
TELEPHONE NUMBER	(012) 312 8399/8403		TELEPHONE NUMBER	012 312 8027		
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	Mphori.Thobejane@dlrrd.gov.za/ Sando.Nkwana @dlrrd.gov.za		E-MAIL ADDRESS	Ashley.hay@dlrrd.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
1.5.	VALIDITY PERIOD: 90 DAYS FROM THE CLOSING DATE OF QUOTATION.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

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

(I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.

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

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

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

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

(IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

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

5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

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

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



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE SOCIO-ECONOMIC IMPACT ASSESSMENT SYSTEM (SEIAS) REPORT FOR THE PLANNING PROFESSION ACT, 2002 (ACT NO. 36 OF 2002) AMENDMENTS AND DRAFT PLANNING PROFESSION ACT: REGULATIONS FOR A PERIOD OF THREE (3) MONTHS

1. INTRODUCTION

1.1. The Department of Land Reform and Rural Development (DLRRD) requires the services of a suitably qualified service provider to develop the Socio-Economic Impact Assessment System (SEIAS) Report for the Planning Profession Act, 2002 (Act No. 36 of 2002) (PPA) Amendments and Draft Planning Profession Act: Regulations for a period of three (3) Months.

2. BACKGROUND

2.1. The Department of Land Reform and Rural Development (DLRRD) is the custodian of the Planning Profession Act, 2002 (Act No. 36 of 2002) (PPA). The Branch: Spatial Planning and Land Use Management (SPLUM) within the DLRRD, is responsible for the administration and implementation of the PPA.

2.2. The main objective of the PPA is to provide for the establishment of the South African Council for Planners as a juristic person; to provide for different categories of planners and the registration of planners; to authorize the identification of areas of work for planners; to recognize certain voluntary associations; to protect the public from unethical planning practices; to maintain a high standard of professional conduct and integrity; to establish disciplinary mechanisms and an Appeal Board, and to provide for incidental matters



- 2.3. The PPA has been in operation for more than two decades. Given the dynamic change in nature of spatial planning and land use management which have occurred since the democratic dispensation in South Africa post – 1994, as well as the challenges relating to land use, development, professional planning practice, it has become necessary to review the PPA. The review aims to ensure that the Act remains relevant and responsive to contemporary planning and development challenges facing South Africa. Furthermore, whilst certain rules have been adopted by SACPLAN in terms of its authorization stemming from the PPA, no regulations have been enacted by the Minister of the Department as provided for in the PPA. Several matters stemming from the PPA required to be given effect to by means of regulations.
- 2.4. The planning profession should remain adaptive within a rapidly changing planning environment, shaped by shifting geopolitics, globalisation and the fast rate of technological advancement in order to guide development. Legislation governing the planning profession should therefore support the continued maintenance of high standards in regard to professional conduct & integrity.
- 2.5. The Department has initiated a process to amend the PPA and develop Regulations and have undertaken a process of consultation with various stakeholders to better reflect and effect the necessary amendments to the Act.
- 2.6. The following focus areas and themes, amongst others, therefore, required to be reviewed in the PPA, namely:
- 2.6.1. Alignment of accompanying SPLUMA and SPLUMA Regulations amendments,
 - 2.6.2. Ensuring that planning education remains relevant and dynamic,
 - 2.6.3. Monitoring and compliance to the PPA by SACPLAN and DLRRD,
 - 2.6.4. Ensuring that transformation of the planning sector continues unhindered, and
 - 2.6.5. Development of Competencies and Standards by SACPLAN covering aspects such as:
 - 2.6.5.1. Development of a Continuous Professional Development (CPD) policy and procedure,



- 2.6.5.2. Development of a Recognition of Prior Learning (RPL) policy and procedure,
- 2.6.5.3. Development of an Examination System(s) as part of the registration process of planners in terms of the Planning Profession Act, 2002,
- 2.6.5.4. Change of *Professional Designation: Categories of registration, and*
- 2.6.5.5. *Interim Policy for Facilitating Registration with Foreign Qualifications.*

2.7. Furthermore, additional areas which required further review and which formed the basis for consultations and framing of the proposed amendments, included:

- 2.7.1. Expanding, in greater detail, aspects relating to *professional misconduct,*
- 2.7.2. Reviewing the *reservation of work* section and updating it in line with changes and shifts in planning, by the identification of professional planning work
- 2.7.3. Reviewing of *membership types and categories,*
- 2.7.4. *Reviewing* the DALRRD and SACPLAN with both innovative and 'tried-and-tested' mechanisms to implement proper compliance with the PPA,
- 2.7.5. Reviewing the *mandate, duty, and objects* of the Institute (SACPLAN),
- 2.7.6. Introducing other professional disciplines to participate in the planning profession,
- 2.7.7. Definition of Planning (and its evolving nature),
- 2.7.8. Composition of Council and Council committees, and
- 2.7.9. Enforcement of the PPA (Disciplinary / Non-Registered Planners).

2.8. In line with the requirements of the Department of Planning, Monitoring and Evaluation (DPME), all new or to be amended primary legislation must undergo a Socio-Economic Impact Assessment (SEIAS) to evaluate the potential social, economic, and environmental implications prior to approval by Cabinet. This helps ensure that policies align with national priorities like inclusive growth and reducing inequality, minimizes unintended negative impacts and costs, and encourages public participation in the decision-making process. SEIAS also provides policymakers with the data needed to make informed decisions and plan for implementation effectively.

- 2.9. Considering the above context, The Department of Land Reform and Rural Development, seeks to appoint a suitably qualified and experienced service provider to develop the Socio-Economic Impact Assessment System report for the Planning Profession Act, 2002 (Act No. 36 of 2002) and the newly developed Regulations.

3. PROBLEM STATEMENT

- 3.1. Since its promulgation, the Act have not been comprehensively reviewed to align with current national policies and emerging professional practice trends. In recent years, significant policy developments and adoption such as the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013), which functions as important instruments to guide the role of the planning profession and respond to contemporary planning challenges and issues in South Africa and the National Development Plan (NDP), (a national long-term strategic plan aiming to eliminate poverty and reduce inequality by 2030) which have reshaped the planning environment, necessitating amendments to ensure consistency, efficiency, and responsiveness of the regulatory framework.
- 3.2. The role of planners in leading the realization of the vision in the NDP and the implementation of SPLUMA is critical. The planning profession continues to adapt to its new role, and this implies that the legislation governing the profession should support the continued maintenance of high standards of professional conduct and integrity and must support the changes to the legislative environment that affect the profession at large.
- 3.3. The amendment to the Planning Profession Act, 2002 and its regulations need to be assessed in determining the socio-economic implications of the proposed amendments by recognising and mitigating potential risks for implementation, compliance costs, and stakeholder acceptance. Cabinet requires that all new or amended legislation be accompanied by a SEIAS report to ensure evidence-based policy making and to prevent unintended negative impacts on the economy and society. A comprehensive Socio-

Economic Impact Assessment System (SEIAS) Report will help ensure that the updated framework is effective, inclusive, and economically and socially beneficial.

- 3.4. The PPA Amendments and development of the PPA Regulations have been developed and consulted, through provincial consultations in collaboration with the South African Council for Planners (SACPLAN) and has reached its final stages.
- 3.5. The SEIAS process is a mandatory prerequisite, to implement the Cabinet decision, from 1 October 2015 for submission of the Amendment Bills to the Cabinet and forms part of parliamentary processes. The SEIAS reports are necessary to ensure that both legislative amendments meet the requirements and are supported by the DPME and the Cabinet Secretariat.
- 3.6. According to the Socio-Economic Impact Assessment System (SEIAS) Guidelines, May 2015, by the DPME, the aim of the SEIAS report is to minimise unintended consequences from policy initiatives, regulations and legislation, including unnecessary costs from implementation and compliance as well as from unanticipated outcomes; and to anticipate implementation risks and encourage measures to mitigate them.
- 3.7. SEIAS must help ensure that government policies do more to support the core national priorities. It therefore requires that new rules be measured in terms of their impact on:
 - 3.7.1. Social cohesion and security (safety, food, financial, energy and etc.)
 - 3.7.2. Economic inclusion,
 - 3.7.3. Economic growth, and
 - 3.7.4. Environmental sustainability.



4. OBJECTIVES OF THE PROJECT

- 4.1. The primary objective of the project is to develop the Socio-Economic Impact Assessment System (SEIAS) for the Planning Profession Act, 2002 (Act No. 36 of 2002) amendments and Draft Planning Profession Act: Regulations.
- 4.2. To ensure that the Bill that will be presented to Parliament is evidence-based and well-designed to achieve intended outcomes efficiently.
- 4.3. To evaluate the likely costs, benefits, and unintended consequences of proposed legislation, helping Parliament make informed decisions about trade-offs.
- 4.4. To provide a clear rationale and supporting data behind each law, enabling effective oversight and public trust.
- 4.5. To align legislation under consideration with existing national priorities and strategies, ensuring that parliamentary decisions support broader development goals.
- 4.6. To identify how the laws may affect different social and economic groups, guiding amendments that promote equity and long-term sustainability.

5. PROJECT SCOPE

- 5.1. The SEIAS must cover the following sections according to the template, which will be provided to the appointed service provider by the DLRRD. The service provider must take note of and populate the template, the following is a snapshot of questions the service provider is required to answer; however, more detail is provided in the template.

Part One: Analysis for Final SEIAS Report: *Conceptual Framework, Problem Statement, Aims and Theory of Change.*

- a. What socio-economic problem does the proposal aim to resolve?
- b. What are the main root causes of the problem identified above?
- c. Summarise the aims of the proposal and how it will address the problem in no more than five sentences.
- d. How is this proposal contributing to the following national priorities?
- e. Describe how the problem identified could be addressed if this proposal is not adopted. At least one of the options should involve no legal or policy changes, but rather rely on changes in existing programmes or resource allocation.

ii. **Part Two: Impact Assessment:** *Policy/Legislative alignment with other departments, behaviours, consultations with stakeholders, social/economic groups affected, assessment of costs and benefits and monitoring and evaluation.*

- a. Are other government laws or regulations linked to this proposal? If so, who are the custodian departments?
- b. Proposals inevitably seek to change behaviour in order to achieve a desired outcome. Describe (i) the behaviour that must be changed, and (ii) the main mechanisms to bring about those changes. These mechanisms may include modifications in decision-making systems; changes in procedures; educational work; sanctions; and/or incentives.
- c. Consultations, (i) Who has been consulted inside of government and outside of it? Please identify major functional groups (e.g. business; labour; specific government departments or provinces; etc.); you can provide a list of individual entities and individuals as an annexure if you want. (ii) Summarise and evaluate the main disagreements about the proposal arising out of discussions with stakeholders and experts inside and outside of government. Do not give details on each input, but rather group them into key points, indicating the main areas of contestation and the strength of support or opposition for each position.
- d. Describe the groups that will benefit from the proposal, and the groups that will face a cost.

- e. Describe the costs and benefits of implementing the proposal to each of the groups identified above.
- f. Cost to government: Describe changes that the proposal will require and identify where the affected agencies will need additional resources. Describe how the proposal minimises implementation and compliance costs for the affected groups both inside and outside of government.
- g. Managing Risk and Potential Dispute
- h. Monitoring and Evaluation; Develop a detailed Monitoring and Evaluation Plan (10) Please identify areas where additional research would improve understanding of then costs, benefit and/or of the legislation.

III. Part Three: Summary and Conclusions:

- a. Briefly summarise the proposal in terms of (i) the problem being addressed and its main causes and (ii) the measures proposed to resolve the problem.
- b. Identify the social groups that would benefit and those that would bear a cost and describe how they would be affected.
- c. What are the main risks from the proposal in terms of (i) undesired costs, (ii) opposition by specified social groups, and (iii) inadequate coordination between state agencies?
- d. Summarise the cost to government in terms of (i) budgetary outlays and (ii) institutional capacity.
- e. Given the assessment of the costs, benefits and risks in the proposal, why should it be adopted?
- f. Provide two other options for resolving the problems identified if this proposal were not adopted.
- g. What measures are proposed to reduce the costs, maximise the benefits, and mitigate the risks associated with the legislation?
- h. What is the impact of the Proposal to the following National Priorities?



6. PROJECT DELIVERABLES

- 6.1. All project deliverables are to be submitted to the Department in reproducible electronic format/s (to be specified on appointment) as well as in printed format (number of copies to be specified on appointment). The project deliverables, in all prescribed formats, will become and remain the property of the Department of Land Reform and Rural Development.
- 6.2. The following products are expected to be delivered by the Service Provider(s):
- 6.2.1. Inception report
 - 6.2.2. Draft SEIAS Report with completed template, supporting Annexures and Consultation Report
 - 6.2.3. Final Approved SEIAS report with completed template and supporting annexures
 - 6.2.4. Close-out Report

7. PROJECT PHASES DURATION AND COST

- 7.1. The entire project should be completed within three (3) months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial payment for the work done is scheduled under **Table1: Payment and Schedule**.

TABLE 1: PAYMENT AND SCHEDULE

PHASES	PAYMENTS	TIMEFRAME	DELIVERABLES
Phase 1: Inception	20%	2 weeks	Inception report
Phase 2: Draft SEIAS & Consultation with DPME	50%	8 weeks	Draft SEIAS Report with completed template, supporting Annexures and Consultation Report
Phase 3: Final SEIAS	20%	2 weeks	Final Approved SEIAS Report with completed

			template and supporting Annexures
Close – Out	10%	End of project	Close- out Report
TOTAL	100%	3 months	

8. PRICING

8.1. Service providers must submit a completed Pricing Schedule 3.3, which will serve as the detailed cost breakdown for evaluation purposes.

9. PROJECT MANAGEMENT WITHIN DLRRD

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

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

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

10. MANDATORY REQUIREMENTS

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

10.1. The team leader must be a Town Planner registered as a Professional Planner with SACPLAN **(A copy of a valid certificate in good standing must be attached.**



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

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

11. TAX COMPLIANCE REQUIREMENTS

- 11.1. Service providers must ensure compliance with their tax obligations.
- 11.2. Service providers are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 11.3. Application for Tax Compliance Status (TCS) or pin may also be made via e-filing. to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 11.4. Service providers may also submit a printed TCS together with the bid.
- 11.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.
- 11.6. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

12. CONSULTATION

- 12.1. The service provider will be required to engage with the relevant officials from DPME as guided by DLRRD; contact persons obtainable from the

Department, whereby the SEIAS will be consulted in order to obtain approval and made ready to undergo the relevant parliamentary process.

13. REPORTING

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

13.2. All electronic and hard copy information captured/utilized to provide the output of the project remains the property of DLRRD. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from DLRRD. DLRRD will retain copyright and all associated intellectual rights relating to the project.

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

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

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

14. EVALUATION CRITERIA

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

14.1. 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 ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

Table 2: Evaluation criteria for functionality

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES			35
<p>1. Capability: Team Leaders' experience, track record and competency</p>	<p>The team leader must be a Town Planner registered as a professional planner with SACPLAN, with a minimum of NQF Level 7 bachelor's degree or higher qualification in (Town/ Urban and Regional Planning) and at least 10 years post qualification experience in spatial planning and land use management.</p> <p>(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references).</p> <ol style="list-style-type: none"> I. Professional Town Planner with an NQF 7 bachelor degree or higher and less than 5 years post qualification experience - Poor = 1 II. Professional Town Planner with an NQF 7 Bachelor degree and 5 to less than 10 years post qualification experience - Average = 2 III. Professional Town Planner with an NQF 7 bachelor degree or higher and 10 years' post qualification experience - Good = 3 IV. Professional Town Planner with an NQF 7 bachelor degree or higher and more than 10 to less than 15 years post qualification experience - Very good= 4 V. Professional Town Planner with a bachelor degree or higher with 15 or more years post qualification experience - Excellent = 5 	15	
<p>2. Capability: Project Teams experience, track record and competency</p>	<p>The composition of the Technical Team to be utilized in the execution of the project consists of the following professions:</p> <p>A legal practitioner/Lawyer: With a bachelor's NQF 7 degree or higher qualification in law/legal profession and 5 years of post-qualification experience in dealing with technical writing and legal matters pertaining to spatial planning and land use management.</p>	10	



	<p>(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references).</p> <p>I. Legal practitioner/ Lawyer with NQF 7 bachelor's or higher qualification in law/legal profession and less than 3 years post qualification experience – Poor =</p> <p>II. Legal practitioner/ Lawyer with NQF 7 bachelor's or higher qualification in law/legal profession and more than 3 to less than 5 years post qualification experience – Average = 2</p> <p>III. Legal practitioner/ Lawyer with NQF 7 bachelor or higher qualification in law/legal profession and 5 years post qualification experience – Good = 3</p> <p>IV. Legal practitioner/ Lawyer with NQF 7 bachelor's or higher qualification in law/legal profession and more than 5 less than 7 years post qualification experience - Very good= 4</p> <p>v. Legal practitioner/ Lawyer with NQF 7 bachelor's or higher qualification in law/legal profession and 7 or more years post qualification experience – Excellent = 5</p>		
	<p>An Economist: with NQF 7 bachelor's degree or higher qualification in Economics / Development Economics and 5 years post-qualification experience in economic analysis and reporting.</p> <p>(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references).</p> <p>I. An Economist with NQF 7 bachelor's degree or higher qualification in Economics / Development Economics with less than 3 years post-qualification experience – Poor (score 1)</p> <p>II. An Economist with NQF 7 bachelor's degree or higher qualification in Economics / Development Economics</p>	10	

	<p>with 3 – less than 5 years post-qualification experience - Average (score 2)</p> <p>III. An Economist with NQF 7 bachelor's degree or higher qualification in Economics / Development Economics with 5 – 7 years post-qualification experience - Good (score 3)</p> <p>IV. An Economist with NQF 7 bachelor's degree or higher qualification in Economics / Development Economics with 7 – less than 10 years post-qualification experience - Very Good (score 4)</p> <p>V. An Economist with an NQF 7 bachelor's degree or higher qualification in Economics / Development Economics with 10 and more years post-qualification experience - Excellent (score 5)</p>		
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EXPERIENCE OF THE SERVICE PROVIDER			25
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<p>CAPABILITY</p> <p>Experience and Track Record of Team Members, Company Competency</p>	<p>The company must have completed a minimum of three (3) projects in the past five (5) years, from closing date of the tender, Collectively, these projects must demonstrate competence in:</p> <ul style="list-style-type: none"> • Spatial Planning and Land Use Management, • Technical Writing, and • Policy Development <p>The required competency areas do not have to be demonstrated within the same project. Experience in the competency areas may be demonstrated across different projects, provided that, collectively, the submitted reference letters confirm experience in all three competency areas within the stipulated five (5) year period.</p> <p>NB: Attach portfolio of evidence: Completion certificates or reference letters of previous successful work performed by the company, the certificates/letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed):</p> <p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the</p>	25	
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	<p>project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <p>I. Reference letter(s) submitted proving successful completion of one (1) project, demonstrating experience in at least one of the required competency areas– Poor = 1</p> <p>II. Reference letter(s) submitted proving successful completion of two (2) projects, demonstrating experience in two (2) or more of the required competency areas– Average = 2</p> <p>III. Reference letter(s) submitted proving successful completion of three (3) projects, which collectively demonstrate experience in all three (3) required competency areas– Good = 3</p> <p>IV. Reference letter(s) submitted proving successful completion of four (4) projects, which collectively demonstrate experience in all three (3) required competency areas- Very good = 4</p> <p>V. Reference letter(s) submitted proving successful completion of five (5) or more projects, which collectively demonstrate experience in all three (3) required competency areas– Excellent = 5</p>		
METHODOLOGY AND PROJECT PLAN			40
<p>METHODOLOGY AND PROJECT MANAGEMENT</p>	<p>A broad overview of approaches and methodologies that may be employed to execute the project, as per the scope of work and should cover the below-mentioned points: The degree to which the methodology proposed is sound, professional, realistic and logical.</p> <ul style="list-style-type: none"> • Method and clarity regarding the presentation of the final outputs of the project. • Programme with clear timelines and output. • Project plan in a form of Gantt chart • Indicators and means of verifying progress. 	40	



	<ul style="list-style-type: none"> • Quality assurance steps indicated. • Clear reporting mechanism. • The methodology does not address the requirements as specified above – Poor = 1 • The methodology inadequately and poorly addresses the requirements as specified above – Average = 2 • The methodology addresses all the requirements as specified above and is acceptable for implementation - Good = 3 • The methodology addresses all the requirements as specified above and is acceptable for implementation, shows a risk management plan - Very good= 4 • The methodology addresses all the requirements as specified above, how the project will be delivered, a risk management plan and indicate additional value adds such as advanced monitoring systems, capacity building, or knowledge transfer that go beyond the stated requirements – Excellent = 5 		
TOTAL		100	

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

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

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



(a) Formula:

$$P_s = 80 (1 - P_t - P_{min} / P_{min})$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price value of offer tender consideration
- P_{min} = Price value of lowest acceptable tender

- (b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.
- (c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- (d) Only the tender with the highest number of points scored may be selected

14.4. Stipulation of preference point system to be used.

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

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of Points allocated (80/20 system)
I. A person historically disadvantages by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 b) On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date	10
II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	3

Total point of price and HDIs must not exceed 100



- 14.4.1.1. When calculating prices:
- 14.4.1.2. Unconditional discounts must be considered for evaluation purposes; and
- 14.4.1.3. Conditional discounts must not be considered for evaluation purposes but should be implemented when payment is affected.
- 14.4.1.4. The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where:

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

Pmin = Price of lowest acceptable tender.

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

15. TERMS AND CONDITIONS OF THE BID

- 15.1. Awarding of the bid will be subject to the service provider's express acceptance of the DLRRD Supply Chain Management's general contract conditions. The DLRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 15.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.

- 15.3. During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organize the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 15.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 15.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 15.6. Payments will be on work-completed basis i.e., on set milestones as per the project plan.
- 15.7. When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DLRRD.

16. OPT-OUT CLAUSE

- 16.1. The Department of Land Reform and Rural Development reserve the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 16.2. The Department reserves the right to terminate the contract if there is clear evidence of non-performance.

17. TERMS AND CONDITIONS OF THE BID

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

- 17.2. The DLRRD and Service Provider will sign a Services Level Agreement upon appointment and a Memorandum of Agreement.
- 17.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project unless prior written consent has been granted by the Department of Land Reform and Rural Development.
- 17.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD, except where duly authorized to do so in writing by the DLRRD.
- 17.5. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DLRRD.
- 17.6. The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.
- 17.7. The department reserves the right to terminate the contract if there is clear evidence of non-performance.

18. FINANCIAL PENALTIES

- 18.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
 - Timely notification of such delays,
 - Valid reasons for the delays, and
 - Supporting evidence that the delays were outside of the influence of the service provider.

19. PAYMENTS

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

- 19.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 19.3. Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.
- 19.4. Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work-related calls).

20. REQUIRED INFORMATION ON HUMAN RESOURCES

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

21. REPORTING AND ACCOUNTABILITY

- 21.1. During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.
- 21.2. All information captured and or used to generate the outputs of the project remains the property of the DLRRD and must be handed over in its totality when the project is closed. The DLRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be

or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing).

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

21.3.1. All the end products have been delivered and (all deliverables per phase to be approved by the DLRRD),

21.3.2. A formal presentation has been made to the Chief Directorate: Planning Facilitation, and

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

21.3.4. All monetary amounts must be in South African Rand.

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

22. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

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

22.2. Supply Chain Management Enquiries:

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

23. PUBLICATIONS

There will be no briefing session

14 Days

24. SIGNATORY

Terms of References supported and approved by:

<p>Ms. C. Adams Professional Town & Regional Planner (PPSD)</p>	<p>Supported / Not Supported</p> <p>Date:</p>
<p>Mr. N. Musetha Chief Town & Regional Planner (SDF)</p>	<p>Supported / Not Supported</p> <p>Date:</p>
<p>Ms. S. Satikge - Sibisi Acting Director: Spatial Coordination</p>	<p>Supported / Not Supported</p> <p>Date:</p>
<p>Mr. A. Hay Director: Planning Policy & Standards Development (PPSD)</p>	<p>Approved / Not Approved</p> <p>Date:</p>



PRICING SCHEDULE [SBD 3.3]

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE SOCIO-ECONOMIC IMPACT ASSESSMENT SYSTEM (SEIAS) REPORT FOR THE PLANNING PROFESSION ACT, 2002 (ACT NO. 36 OF 2002) AMENDMENTS AND DRAFT PLANNING PROFESSION ACT: REGULATIONS FOR A PERIOD OF THREE (3) MONTHS.

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER.....RFQ NO.: CLOSING TIME: CLOSING DATE:
--

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate total cost for the project.
Total Quote Price (INCLUSIVE OF VAT)
3. Prices must be firm for the duration of the project (3 months).

PHASES	DELIVERABLES	COST PER PHASE	TIMEFRAME	TOTAL COST PRICE
Phase 1: Inception	Final Inception Report	20%	2 weeks	R.....
Phase 2: Draft SEIAS & Consultation with DPME	Draft SEIAS Report with supporting Annexures and Consultation Report	50%	8 weeks	R.....
Phase 3: Final SEIAS	Final Approved SEIAS Report with supporting Annexures	20%	2 weeks	R.....
Close – Out	Close- out Report	10%	End of project	R.....

PRICING SCHEDULE [SBD 3.3]

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE SOCIO-ECONOMIC IMPACT ASSESSMENT SYSTEM (SEIAS) REPORT FOR THE PLANNING PROFESSION ACT, 2002 (ACT NO. 36 OF 2002) AMENDMENTS AND DRAFT PLANNING PROFESSION ACT: REGULATIONS FOR A PERIOD OF THREE (3) MONTHS.

TOTAL COST EXCLUDING VAT		R.....
VAT 15%		R.....
TOTAL COST INCLUDING VAT FOR A PERIOD OF THREE YEARS.		R.....

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details	Email Address
Technical	Mr. Ashley Hay	012 312 8027 / 0823075352	Telephone: Ashley.Hay@dlrrd.gov.za
Bids related	Bids unit	Ms Sando Nkwana	(012) 312-8403 sando.nkwana@dlrrd.gov.za

APPROVAL

Pricing Schedule approved by:


MR ASHLEY HAY
CHAIRPERSON: BSC
DATE: 05 / 2 / 2026