5/2/2/1- DLRRD 0021 (2026/2027)

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN INFORMATION TECHNOLOGY (IT) AUDIT PROJECT OF CYBERSECURITY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD).

CLOSING DATE: 11 DECEMBER 2026 @ 11:00

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

TECHNICAL ENQUIRIES : Ms Boitumelo Sephoti
TEL : (012) 312 9844
EMAIL : : Boitumelo.Sephoti@dlrrd.gov.za|

BID RELATED ENQUIRIES **BIDS MANGEMENT UNIT**
TEL : (012) 312 8383/ 8381/ 9627/8553
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 1

LA 1.1

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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

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

BID NUMBER: 5/2/2/1- DLRRD 0021 (2026/2027)
CLOSING TIME: 11H00 **CLOSING DATE: 11 DECEMBER 2026**

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

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

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 19 November 2026

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	**5/2/2/1 DLRRD 0021 (2026/2027)**	CLOSING DATE:	**11 December 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN INFORMATION TECHNOLOGY (IT) AUDIT PROJECT OF CYBERSECURITY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) .**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET, BEREA PARK					
PRETORIA					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Bids Management**	CONTACT PERSON	**Ms Boitumelo Sephoti**
TELEPHONE NUMBER	**(012) 312 8381/8383/9627**	TELEPHONE NUMBER	**(012) 312 9844**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Bids@dlrrd.gov.za	E-MAIL ADDRESS	Boitumelo.Sephoti@dlrrd.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
1.5	**VALIDITY PERIOD: 120 DAYS**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

…… ……
Signature Date

…… ……
Position Name of bidder

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

Bid number …….. Closing date:…….

Name of bidder……

Postal address …….

……

Signature…….. Name (in print)……..

Date……..

Js475wc

SBD 6.1

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

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1. DEFINITIONS

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

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

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

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

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

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

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

2. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

	citizenship by naturalisation prior to the date.			
II.	Who is female	5		
III.	Who has a disability	2		
IV.	Specific goal: Who is youth	2		
V.	Specific goal: Promotion of enterprises located in south Africa	3		

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

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

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

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

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

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

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

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

then the organ of state must indicate the points allocated for specific goals for both the

90/10 and 80/20 preference point system.

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

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

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

5. SUB-CONTRACTING

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

YES		NO	

5.1.1 If yes, indicate:

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

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

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: ……...

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

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN INFORMATION TECHNOLOGY (IT) AUDIT PROJECT OF CYBERSECURITY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) .

1. INTRODUCTION

1.1 The Department of Land Reform and Rural Development (DLRRD) would like to invite Service Providers to submit bid proposals to provide the service of cybersecurity specialists / subject matter experts to conduct the Cybersecurity Information Technology (IT) Audit project at the ICT Directorates (previously known as OCIO) within the Branch: Corporate Support Services and the related Branches as per the 2026/27 Annual Internal Audit Plan.

2. REQUEST FOR BID OBJECTIVE

2.1 The objective of the request for a tender is to appoint a Service Provider to provide cybersecurity specialists / subject matter experts to conduct a comprehensive cybersecurity audit scheduled in terms of the 2026/27 Annual Internal Audit Plan.

2.2 This bid does not constitute the outsourcing of the Internal Audit function to the selected Service Provider or co-sourcing of the entire Internal Audit Plan.

3. BACKGROUND

3.1 The 2026/27 Annual Internal Audit Plan of the DLRRD was approved by the Audit Committee on 30 June 2026. In order to achieve

all planned audits, the Chief Directorate: Internal Audit requires the service of the cybersecurity specialists / subject matter experts.

3.2 Moreover, Internal Audit is required to demonstrate compliance with the Institute of Internal Auditors (IIA) Global Internal Audit Standards (GIAS™) cybersecurity topical requirement. Internal resources have limited capacity to conduct a cybersecurity audit, and outsourcing will provide independent assurance while ensuring knowledge transfer to strengthen internal capability.

4. SCOPE OF WORK

4.1 The Service Provider will be expected to provide Cybersecurity specialists / subject matter experts and the necessary support personnel, as outlined in paragraph 8, to perform 500 hours on cybersecurity IT audit project as scheduled in the 2026/27 Annual Internal Audit Plan.

4.2 The IT Audit will be conducted at the ICT Directorates (previously known as OCIO) within the Branch: Corporate Support Services and the related Branches.

4.3 The IT Audit scope encompasses evaluation of the DLRRD's cybersecurity governance, risk management, and internal control environments. Specifically, the assessment will determine the adequacy and alignment of cybersecurity policies, organisational roles, and oversight mechanisms with departmental policies and frameworks, as well as established industry frameworks (i.e. DPSA, IIA GIAS, NIST, COBIT, etc).

4.4 Additionally, the audit will evaluate the effectiveness of risk management processes limited to ICT while verifying compliance with applicable regulatory and contractual obligations. Further, test the design and operational effectiveness of technical and administrative controls across infrastructure, networks, applications, and incident response capabilities to ensure the ongoing confidentiality, integrity, and availability of information assets; and formulate detailed value adding recommendations towards the resolution of cybersecurity control deficiencies identified during the audit.

4.5 Lastly, the Service Provider is expected to formalise and execute a structured knowledge transfer process throughout the audit engagement. This includes delivering knowledge transfer plan, conducting formal walk-throughs, and providing practical handovers to internal personnel regarding the assessment methodologies, key findings, and remediation strategies.

5. AUDIT PROJECT DELIVERY REQUIREMENTS

5.1 Audit Software

5.1.1 The Service Provider must complete IA methodology templates which will be provided at the start of the audit projects.

5.1.2 The cybersecurity specialists / subject matter experts shall utilize the TeamMate+ automated audit software to document all the audit work performed, supporting audit evidence obtained and conclusions reached during the audit engagement.

5.2 Project Management

5.2.1 The cybersecurity specialists / subject matter experts will be expected to perform the following regarding the IT Audit project:

- Planning of the audit;
- Execution of the audit;
- Reporting of the audit; and
- Closure of the audit project.

All audit related information must be stored on TeamMate+ by the Service Provider and provided to Director: IT Audit for review on a weekly basis.

5.3 Audit Methodology

5.3.1 The cybersecurity specialists / subject matter experts will be expected to comply with the DLRRD Internal Audit methodology, which has been aligned to the IIA standards. In addition, TeamMate+ has been configured with DLRRD templates which will be used.

5.3.2 On a weekly and monthly basis, the Service Provider Audit Project Manager shall prepare and submit a progress report to the DLRRD Director: IT Audit.

Weekly Progress meetings will be conducted and must be attended by the Audit Project Manager.

5.4 **Deliverables per audit project**

Deliverables per audit project must consist of at least the following:

5.4.1 *Performing the Engagement*

- Minutes of entrance meeting;
- Project planning memorandum, inclusive of the project plan;
- Risk and control matrix;
- Audit programs; and
- Audit working papers and record of work performed.

5.4.2 *Communication of results*

- Audit finding sheets containing findings, root causes, impact, recommendations and management action plans;
- Reporting (Audit Reports as defined in paragraph 5.4.3);
- Audit finding register;
- A comprehensive set of audit working paper files (physical and electronic versions), the ownership of which will pass to the DLRRD Internal Audit upon completion of the project; and
- An electronic file containing all electronic data for the audit project; as well as the physical signed documents and the scanned in version thereof.

5.4.3 *Audit Reports*

- The service provider/Team Leader together with the Cybersecurity specialists / subject matter expert(s) will deliver an Internal Audit Report and an Executive Audit Committee Report. These reports will be discussed with management as specified. Reports can only be distributed to the nominated parties once Internal Audit has reviewed and accepted the deliverables.
- The service provider/Team Leader together with the Cybersecurity specialists / subject matter expert(s) shall prepare the Executive Committee (EXCO and Audit

Committee presentations for distribution three (3) weeks in advance of the respective meetings.

- The Service Provider shall submit a knowledge transfer report, as well.

5.4.4 *Fraud and Irregularities reporting*

In planning and conducting its work, the cybersecurity specialists / subject matter experts should seek to identify serious defects in internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Chief Audit Executive and reported in the applicable audit reports. This also applies to instances where serious fraud and irregularities are uncovered.

5.4.5 *The report structure should include at least the following:*

- Introduction;
- Audit objective and scope;
- Background;
- Audit methodology;
- Rating methodology;
- Summary of effectiveness of controls / processes;
- Distribution;
- Overall Conclusion;
- Executive summary of findings;
- Detailed findings, root causes of findings, impact of findings, recommendations and management response (including action plans, responsible parties and implementation dates); and
- Audit Committee report will include an Audit Committee summary.

5.5 **Continuity and profile of the cybersecurity specialists / subject matter experts**

5.5.1 The Service Provider must guarantee the presence of the cybersecurity specialists / subject matter experts on this assignment throughout the duration of the contract, unless agreed otherwise with and approved by the DLRRD Chief Audit Executive in writing. If the cybersecurity specialists / subject matter experts have to leave the project, with the agreement of the DLRRD Chief Audit Executive, a period of at least

2 weeks is required during which the current staff member must work parallel with the replacement appointed, to be able to transfer skills and knowledge.

The Service Provider should not allocate cybersecurity specialists / subject matter experts to the DLRRD project if they are aware at the time of allocation of the person to the project, that the person would not be available for the full period of the contract. If the cybersecurity specialist / subject matter expert is substituted without the prior written consent of the DLRRD Chief Audit Executive, the DLRRD shall not be liable for payment of the cybersecurity specialists / subject matter experts' time spent on the project. The DLRRD shall not be liable for payment of any unproductive or duplicated time spent by the cybersecurity specialists / subject matter experts on the assignment as a result of staff changes.

5.6 **Independence and objectivity of the Cybersecurity specialists / subject matter experts**

5.6.1 The Service Provider must ensure that the cybersecurity specialists / subject matter experts assigned to the project will maintain their objectivity by remaining independent of the activities audited.

5.7 **Quality of the audit work performed**

5.7.1 The assigned cybersecurity specialists / subject matter experts shall be responsible to ensure the integrity of audit work performed, and all the deliverables defined in paragraph 5.4. All deliverables must be subjected to IT Audit Director's review subsequent to the Service Provider's own quality checks and completion of the Quality Assurance (QA) checklists.

5.7.2 The cybersecurity specialists / subject matter experts shall ensure that all work conforms to the Institute of Internal Auditors' Global Internal Audit Standards and Information Systems Audit and Control Association (ISACA) Standards.

5.7.3 All deliverables (the complete Audit Working Paper File) will be subjected to a quality assurance by the DLRRD Project Office or another delegated entity prior to acceptance. The quality assurance will be conducted in accordance with the IIA and ISACA Standards. A self-assessment quality evaluation report will be issued for each of the deliverables identified in paragraph 5.4 for the project.

5.7.4 DLRRD Internal Audit will only accept the deliverables once the quality assurance review process defined above is performed and it generally conforms to the IIA and ISACA Standards, and any other specific quality standards that may be agreed to.

5.7.5 DLRRD Internal Audit management will perform reviews on all the deliverables of the cybersecurity specialists / subject matter experts as defined in paragraph 5.4 to verify the Cybersecurity specialists / subject matter experts' adherence to the defined scope, quality of deliverables, understanding of the DLRRD business environment, and evidence of self-assessment quality reviews.

5.7.6 DLRRD Internal Audit management will perform reviews on all the deliverables of the Service Provider as defined in paragraph 5.4 to verify the Service Provider' adherence to the defined scope, quality of deliverables, understanding of the DLRRD business environment, and evidence of self-assessment quality reviews.

5.8 DELIVERY APPROACH

The Service Provider is required to propose how they intend to deliver the cybersecurity Audit Project to meet the requirements as set out in this section of the Terms of Reference. The approach should highlight (but not limited to):

- The engagement model, single service provider, use of contractors (please note that sub-contracting will not be accepted);
- IT Audit project should include, amongst others planning, monitoring and reporting;
- Administration of the cybersecurity audit such as resource management, time management with a specific focus on how the service provider intends to obtain and retain the specialist expertise whom would be required for the entire period;
- How the service provider proposes to communicate and interact in respect of managing the audit project (excluding the IA methodology which must be followed);
- How the service provider intends to ensure the quality of audit work and deliverables, i.e. which QA structure will be applied by the service provider to ensure that the audit teams meet quality criteria;

- How the service provider will ensure that the timelines will be adhered to; and
- The process that the service provider will follow to ensure knowledge transfer is delivered as part of one of the IT Audit projects.

5.9 **IT Audit Project Delivery Initiation and Timelines**

The following initial action will be required:

- Immediately upon signing of the Service Level Agreement (SLA), the Service Provider shall meet with the DLRRD Director: IT Audit to discuss the work, roles and responsibilities and confirm the engagement and delivery model;
- The Service Provider will be required to provide a complete resource list and proposed commencement date of resources in order to arrange office accommodation and access arrangements; and
- The Service Provider will discuss and agree on the administration of the audit projects to be delivered as well as the utilization of DLRRD Internal Audit methodology and templates.

The table below defines the respective audit project phases and estimates of effort per phase as well as the estimated date of delivery considering the start of the projects.

Phases*	Outputs/Deliverables	Effort estimation of total	Duration
Phase 1 Planning	As prescribed in the approved Internal Audit governing procedures, methodology and templates. That includes amongst others but not limited to: • Minutes of entrance meeting • Project planning memorandum inclusive of the project plan • Risk and control matrix • Audit programs	**15%**	2 weeks

Phase 2 Execution	• Working papers • Audit Evidence • Finding Sheets	**45%**	8 weeks
Phase 3 Reporting	• Internal Audit Reports • Executive Audit Reports • EXCO and Audit Committee presentations • Knowledge Transfer report	**30%**	4 weeks
Phase 4 Closure	• Finding Register • Project Team Debriefing and Minutes • Project File Wrap-up	**5%**	2 weeks
Retention	*Payable upon final acceptance	**5%**	

The finalization of audit deliverables will be aligned to the Audit Committee meeting schedule.

6. MANDATORY REQUIREMENTS

Failure to adhere to the following conditions will disqualify the bidder's proposal:

6.1 A fully completed pricing schedule on the prescribed template must be submitted (i.e. SBD 3 – Pricing Schedule). **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED).**

6.2 Complete the attached organogram **(Annexure A)** stating the proposed team members who will be directly involved in the execution of the project. The organogram must indicate each team member's role and name & surname.

7. SECURITY VETTING AND PERSONNEL SCREENING

Due to the sensitive nature of the services to be rendered and the potential access to departmental information, information systems, networks, infrastructure, and confidential information, the successful bidder, its employees, and any other personnel assigned to the contract **will be required** to undergo security screening and/or vetting at a level determined by the Department and, where applicable, the relevant State Security authorities.

The successful bidder shall upon request provide all information and documentation required to facilitate such screening and vetting and shall ensure the full cooperation of all personnel assigned to the contract.

The Department reserves the right to deny or withdraw access to departmental premises, systems, networks, information, and information assets where the required vetting process has not been completed or where the required security clearance has not been obtained.

The successful bidder shall replace, at its own cost and within a period determined by the Department, any employee, or other assigned personnel who fails the required screening and vetting process, is denied the required security clearance, or whose

continued involvement is assessed by the Department to present an unacceptable security risk.

Failure by the successful bidder to obtain or maintain the required security clearance, approvals, or vetting outcomes for personnel assigned to the contract **will constitute sufficient grounds for termination of the contract, without liability to the Department**.

8. EVALUATION CRITERIA

8.1 This bid shall be evaluated in two stages. On the first stage, bids will be evaluated on functionality and second stage in accordance with the 80/20 preference points system.

8.2 FIRST STAGE: EVALUATION OF FUNCTIONALITY

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. Capability: Company Experience	The bidder must submit a company profile that clearly demonstrates ten (10) years of experience in providing IT Audit projects including cybersecurity audits. **A. IT AUDIT EXPERIENCE** 1. The bidder's company profile indicates 1-4 years' experience in providing IT Audit Projects including Cybersecurity Projects. **Poor (score 1)** 2. The bidder's company profile indicates 5-9 years' experience in providing IT Audit Projects including Cybersecurity Projects **Average (score 2)** 3. The bidder's company profile indicates 10 years' experience in providing IT Audit Projects including Cybersecurity Projects . **Good (score 3)** 4. The bidder's company profile indicates 11-13 years' experience in providing IT Audit Projects including Cybersecurity Projects **Very good (score 4)** 5. The bidder's company profile indicates over 13 years' experience in providing IT Audit Projects including Cybersecurity Projects. **Excellent (score 5)**	**5**

2.	**B. CYBERSECURITY AUDIT EXPERIENCE** The Bidder must have three (3) reference letters of cybersecurity assignments successfully conducted within the last ten (10) years from the closing date of this bid indicating the type, complexity and the timeline of the audit assignment. 1. One (1) Reference letter of successfully completed Cybersecurity project. **Poor (score 1)** 2. Two (2) Reference letter(s) of successfully completed Cybersecurity projects. **Average (score 2)** 3. Three (3) Reference letter(s) of successfully completed Cybersecurity projects . **Good (score 3)** 4. Four (4) Reference letter(s) of successfully completed Cybersecurity projects. **Very good (score 4)** 5. Five (5) or more Reference letter(s) of successfully completed Cybersecurity projects. **Excellent (score 5)**	**20**

3. Capability: Team Leader	**The Team Leader** must be in possession of an NQF Level 7 or Higher in Internal Auditing or BSc in Information Systems or equivalent and Certified Information Security Management (CISM)/ Certified Information Systems Security Professional (CISSP) or equivalent professional qualification and must have 10 years' experience in managing IT Audits. **NB:** (**Attach, copy of all qualifications and a certified copy of Identity Document (IDs) not older than 6 months from the closing date of the bid) and an updated detailed CV with contactable references clearly demonstrating relevant experience.** **Score rating:** 1. NQF Level 7 or higher with less than 7 years' experience in managing IT Audits. **Poor (score 1**). 2. NQF Level 7 or higher with 7 years but less than 10 years' experience in managing IT Audits. **Average (score 2).** 3. NQF Level 7 or higher with 10 years' experience in managing IT Audits. **Good (score 3).** 4. NQF Level 7 or higher with more than 10 years but less than 12 years' experience in managing IT Audits. **Very Good (score 4**). 5. NQF Level 7 or higher with 12 years or more experience in managing IT Audits. **Excellent (score 5).**	**10**

4. Capability: Team Members & Experience	**The Auditor** must be in the possession of NQF level 6 National Diploma in Internal Auditing or National Diploma in Information Technology or National Diploma in Information Systems or equivalent. A CISA qualification for these proposed auditors will be advantageous. Team members must have a 5 years' experience in IT Audit and Teammate+ practical experience. **NB:** (**Attach updated detailed CVs with contactable references clearly demonstrating the relevant experience and indicate functions performed on Teammate+, attach copies of qualifications and attach certified copies of Identity Documents (IDs) not older than 3 months from the closing date of the bid).** **Score rating:** 1. Auditor with a National Diploma in Internal Auditing or National Diploma in Information Technology or National Diploma in Information Systems or equivalent with less than 3 years' experience in IT Audit and Teammate+ practical experience . **Poor (score 1).** 2. Auditor with a National Diploma in Internal Auditing or National Diploma in Information Technology or National Diploma in Information Systems or equivalent with 3 years' but less than 5 years' experience in IT Audit and Teammate+ practical experience . **Average (score 2).**	**25**

	3. Auditor with a National Diploma in Internal Auditing or National Diploma in Information Technology or National Diploma in Information Systems or equivalent with 5 years' experience in IT Audit and Teammate+ practical experience . **Good (score 3).** 4. Auditor with a National Diploma in Internal Auditing or National Diploma in Information Technology or National Diploma in Information Systems or equivalent with more than 5 years but less than 8 years' experience in IT Audit and Teammate+ practical experience. A CISA qualification will be advantageous. **Very Good (score 4).** 5. Auditor with a National Diploma in Internal Auditing or National Diploma in Information Technology or National Diploma in Information Systems or equivalent with 8 years or more experience in IT Audit and Teammate+ practical experience. A CISA qualification will be advantageous . **Excellent (score 5).**	
	Audit Specialist/Expert must be in possession of a professional qualification as a Certified Ethical Hacker or equivalent and must clearly demonstrate competency in cybersecurity, including network security and the specialist/expert must have 8 years' working experience in cybersecurity. **NB:** (**Attach copy of qualification and a certified copy of Identity Document (IDs) not older than 3**	**35**

	months from the closing date of the bid) and an updated detailed CV with contactable references clearly demonstrating relevant experience. **Score rating:** 1. Certified Ethical Hacker with less than 5 years' experience working in cybersecurity. **Poor (score 1).** 2. Certified Ethical Hacker with 5 years but less than 8 years' experience working in cybersecurity. **Average (score 2).** 3. Certified Ethical Hacker with 8 years' experience working in cybersecurity. **Good (score 3).** 4. Certified Ethical Hacker with more than 8 years' but less than 10 years' experience working in cybersecurity. **Very Good (score 4).** 5. Certified Ethical Hacker with 10 years or more experience working in cybersecurity. **Excellent (score 5)**	
5. Delivery approach	The bidder must demonstrate resources and time management, quality work and engagement model on how they will execute the project. **Score rating:** **The bidder must demonstrate the following:** 1. The engagement model, single service provider, use of contractors (please note that sub-contracting will not be accepted);	**5**

	2. IT Audit project should include amongst others planning, monitoring and reporting; 3. Administration of the cybersecurity audit such as resource management, time management with a specific focus on how the service provider intends to obtain and retain the specialist expertise that would be required for the entire period; 4. How the service provider proposes to communicate and interact in respect of managing the audit project (excluding the IA methodology which must be followed); 5. How the service provider intends to ensure the quality of audit work and deliverables, i.e. which QA structure will be applied by the service provider to ensure that the audit teams meet quality criteria; 6. How the service provider will ensure that the timelines will be adhered to; and 7. The process that the service provider will follow to ensure knowledge transfer is delivered as part of one of the IT Audit projects. **Score rating:** 1) Delivery Approach outlines less than two of the above requirements - **Poor = 1** 2) Delivery Approach inadequately and poorly addresses requirements less than four of the above requirements – **Average = 2** 3) Delivery Approach adequately addresses all of the above seven requirements –**Good = 3**	

	4) Delivery Approach adequately addresses all the above requirements with an add-on, understanding of the scope and objectives of the cybersecurity requirements- **Very Good= 4** 5) Delivery Approach comprehensively addresses all seven of the above requirements and clearly articulates the approach in which the project will be delivered, proposal includes additional innovative approaches or value-added services such as Additional Technical Support and Advanced threat intelligence– **Excellent = 5**	
	TOTAL	**100**

The Bids that 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 second stage.

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

Each reference letter must be on the client's official letterhead, signed, dated, clearly indicate the name and designation of the signatory, the client's contact details (telephone number and email address), a description of the project or services rendered, the contract/project value, the start and completion dates and confirmation that the project or services were successfully completed.

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

7.3 SECOND STAGE – EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

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

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

80/20

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

7.3.1 Points awarded for specific goals:

a) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 4 below as may be supported by proof/ documentation stated in the conditions of this tender.

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

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

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

Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to Service Provider: The Service Provider must indicate how they claim points for each preference point system.

Table 1 : Points Awarded for Specific Goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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- Before 27 April 1994 On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date	**8**		
II. Who is female	**5**		
III. Who has a disability	**2**		
IV. Specific goal: Who is youth	**2**		
V. Specific goal: Locality (Promotion of SA owned enterprises)	**3**		

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

9. TERMS AND CONDITIONS OF BID

9.1 Awarding of this bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management' general conditions of contract. No additional terms and conditions from the Service Provider will be accepted.

9.2 The Department reserves the right to terminate the contract in the event that there is clear evidence of provision of false information on submission of the bid, non-performance, and/or other event that constitutes a breach of contract.

9.3 No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department except where authorised by the Department in writing to do so.

9.4 Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the project by the Service Provider, shall be vested in the Department.

9.5 The Service Provider agrees to keep confidential all records and information of, or related to the audits obtained in any manner whatsoever by the Service Provider, and not to disclose such records or information to any third party without the Department's prior written consent. The Service Provider will be expected to sign a confidentiality agreement with the DLRRD before commencement of the audit.

9.6 The Service Provider may also not apply the methodology of the Department outside of the Department during or after completion of the project at the DLRRD.

9.7 The Service Provider, Sub-contractor (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract/Department and any contract worker to be appointed shall sign an Oath of Secrecy and be prepared to go through the process of Security Clearance or background checks as determined by the Department.

9.8 The Cybersecurity Specialists /subject matter experts provided by the appointed Service Provider shall be given instructions during the performance of the audit and shall report to the Project Management Team consisting of the following persons:

- The DLRRD Chief Audit Executive; and
- The DLRRD Director: IT Audit.

9.9 This Terms of Reference will form part of the Service Level Agreement. A draft Service Level Agreement should be sent together with the acceptance letter, **in consultation with the Director: IT Audit,** to the successful Service Provider. The Service Level Agreement must be finalised within five (5) working days thereafter and signed by both parties before an official order will be issued.

9.10 The service provider should commence with the project within five (5) days after receiving the letter of appointment, purchase order and the service level agreement.

9.11 On a weekly and monthly basis, the Service Provider Audit Project Manager shall prepare and submit a progress report to the **DLRRD Director: IT Audit.** Weekly Progress meetings will be conducted and must be attended by the Audit Project Manager.

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

9.13 Payments will be on work-completed basis i.e. on set milestones as per project plan in compliance with the Internal Audit Methodology and Quality requirements.

10. FINANCIAL PENALTIES

10.1 Financial penalties as set out in the General Conditions of Contract will be imposed for deliverables and/or target dates not met as well as for deliverables not meeting the deliverable criteria in terms of form and/or format and/or content quality in a manner as specified in the SLA.

11. RETENTION

11.1 In the case of the project being delayed for longer than 30 days after the milestone due date, the Department reserves the right to withhold payment for non-delivery of that milestone.

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

12. EXTRA WORK

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

13. CONTACT PERSON FOR TECHNICAL AND SCM RELATED ENQUIRIES

Technical Enquiries

Ms Boitumelo Sephoti
Director: IT Audit
Tel: (012) 312 9844

SCM (BIDS) RELATED ENQUIRIES

Bids Management

(012) 312 8383/ 8381/ 9627

14. PUBLICATION

- Twenty-One (21) days
- Departmental Website
- National Treasury eTender Portal
- No briefing session

ORGANOGRAM		
ROLE		**NAME & SURNAME**
1.	**Team Leader**	1.
2.	**Audit Specialist/Expert**	1.
3.	**Auditor**	1.

5/2/2/1- DLRRD 0021 (2026/2027)

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN INFORMATION TECHNOLOGY (IT) AUDIT PROJECT OF CYBERSECURITY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) .

CLOSING DATE: 11 December 2026 @ 11:00

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

TECHNICAL ENQUIRIES : Ms Boitumelo Sephoti
TEL : (012) 312 9844
EMAIL : Boitumelo.Sephoti@dlrrd.gov.za|

BID RELATED ENQUIRIES **BIDS MANGEMENT UNIT**
TEL : (012) 312 8383/ 8381/ 9627/8553
EMAIL : Bids@dlrrd.gov.za

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

FINANCIAL PROPOSAL PART 2 OF 2

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN INFORMATION TECHNOLOGY (IT) AUDIT PROJECT OF CYBERSECURITY FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD).

[SBD 3.3]

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER……	BID NO.**5/2/2/1 DLRRD 0021 (2026/2027)**
CLOSING DATE: **11 DECEMBER 2026**	CLOSING TIME: **11:00**

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

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

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

PHASES	OUTPUTS/DELIVERABLES	EFFORT ESTIMATION OF TOTAL	DURATION	TOTAL COST PRICE
Phase 1: Planning	As prescribed in the approved Internal Audit governing procedures, methodology and templates. That includes amongst others but not limited to: • Minutes of entrance meeting • Project planning memorandum inclusive of the project plan • Risk and control matrix • Audit programs	**15%**	**2 weeks**	**R……..**
Phase 2: Execution	• Working papers • Audit Evidence • Finding Sheets	**45%**	**8 weeks**	**R……..**
Phase 3: Reporting	• Internal Audit Reports • Executive Audit Reports	**30%**	**4 weeks**	

Commented [NN1]: The project phases do not clearly define the expected deliverables and outputs.

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

Commented [BS2R1]: This must be discussed and agreed upon with the service provider once on board as not all deliverables may be applicable. Also the scope must be discussed with the auditee. So there is a baseline for deliverables in this phase but for the specialised audit like these it might be difference.

We have a deliverable: Project planning memorandum which will outline all the deliverables expected. That is approved by the Chief Audit Executive before the audit commences.

	• EXCO and Audit Committee presentations • Knowledge Transfer report			**R……..**
Phase 4: Closure	• Finding Register • Project Team Debriefing and Minutes • Project File Wrap-up	**5%**	**2 weeks**	**R……**
RETENTION		**5%**	**Payable upon final acceptance**	**R……..**
TOTAL COST EXCLUDING VAT		**R……**		
VAT 15%		**R……**		
TOTAL COST INCLUDING VAT		**R……**		