5/2/2/1- DLRRD 0012 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.

CLOSING DATE: 21 OCTOBER 2025 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 07 OCTOBER 2025

VENUE: 600 LILIAN NGOYI STREET, BOARDROOM: AG-19, BLOCK A, GROUND

FLOOR, PRETORIA

TIME: 10:000, (PLEASE BRING YOUR ID/LICENSE FOR IDENTIFICATION).

TECHNICAL ENQUIRIES : Mr Vuyisile Nkula : (012) 312-9877

EMAIL : Vuyisile.nkula@dlrrd.gov.za

BID RELATED ENQUIRIES
TEL
BIDS MANGEMENT UNIT
: (012) 312 8383/ 8381/ 9627

EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:

<u>DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT</u>

600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1





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

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

BID NUMBER: 5/2/2/1- DLRRD 0012 (2025/2026)

CLOSING TIME: 11H00 CLOSING DATE: 21 OCTOBER 2025

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 Credit Instruction forms, terms of reference.
- 3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
- 4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
- 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:30 SEPTEMBER 2025

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 antidumping 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 33.1 Industrial Participation (NIP) Programme
 - 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT							
BID NUMBER:		- DLRRD 0012 (2025/2026)	CLOSING DA		21 OCTOBER 2025	CLOSING TIME:	11:00
APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.							
BID RESPONSE	DOCU	MENTS MAY BE DEPOSITE	D IN THE BIL	BOX S	ITUATED AT (STREET	ADDRESS)	
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT							
600 LILLIAN NGOY	I STRE	ET, BEREA PARK					
PRETORIA							
BIDDING PROCE	DURE	ENQUIRIES MAY BE DIRE	CTED TO	TECHN	NICAL ENQUIRIES MAY	BE DIRECTED TO:	
CONTACT PERS	ON	Bids Management		CONTA	ACT PERSON	Mr Vuyisile Nkula	
TELEPHONE NUMBER		(012) 312 8381/8383/9627		TELEP	HONE NUMBER	(012) 312-9877	
FACSIMILE NUM	BER			FACSII	MILE NUMBER		
E-MAIL ADDRESS	S	Bids@dlrrd.gov.za		E-MAIL	ADDRESS	Vuyisile.nkula	@dlrrd.gov.za
SUPPLIER INFOR	RMATI	ON					
NAME OF BIDDE	R						
POSTAL ADDRES	SS						
STREET ADDRES	SS					1	
TELEPHONE NUMBER		CODE			NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUM	BER	CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRAT NUMBER	TION						
SUPPLIER		TAX COMPLIANCE			CENTRAL		
COMPLIANCE		SYSTEM PIN:		OR	SUPPLIER		
STATUS					DATABASE No:	MAAA	
ARE YOU THE ACCREDITED				ARE V	OU A FOREIGN		
REPRESENTATI\	√E				SUPPLIER FOR	□Yes	□No
IN SOUTH AFRIC	A	☐Yes ☐N	lo	THE GOODS /SERVICES			
FOR THE GOODS	S			OFFER	RED?		HE QUESTIONNAIRE
/SERVICES		[IF YES ENCLOSE PROOF	-]			BELOW]	
OFFERED?							
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?							
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO							
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?							
	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? 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 PA	RTICULARS 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 institution	State

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 particu		
2.3	members / partners	or any person having interest in any other r	/ trustees / shareholders / a controlling interest in the elated enterprise whether or YES/NO
2.3.1	If so, furnish particul		
3	DECLARATION		
	submitting the acco	ompanying bid, do h	undersigned,in nereby make the following nplete in every respect:
3.1 3.2	I understand that the		I will be disqualified if this
3.3	The bidder has arrive without consultation, any competitor. How	ed at the accompanying communication, agrever, communication	plete in every respect; g bid independently from, and eement or arrangement with between partners in a joint
3.4	In addition, there agreements or arran- quantity, specificatio used to calculate pri- submit or not to subr	have been no cons gements with any com ns, prices, including r ces, market allocation nit the bid, bidding wit r delivery particulars o	ed as collusive bidding. Sultations, communications, apetitor regarding the quality, nethods, factors or formulas, the intention or decision to h the intention not to win the of the products or services to
3.4	The terms of the ac	companying bid have der, directly or indirect	e not been, and will not be, ly, to any competitor, prior to ng or of the awarding of the
3.5	There have been no	o consultations, comr	nunications, 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

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.
- 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

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. **DEFINITIONS**

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

2. GENERAL CONDITIONS

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:
- 2.10.1 Historically Disadvantaged individuals (HDI):
 - Attach a copy of Identity Document (ID) and company registration document.
- 2.10.2 Who is female:
 - Attach a copy of Identity Document (ID) and company registration document.
- 2.10.3 Who has a disability:
 - Attach a certified copy or original doctor's letter confirming the disability.
- 2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):
 - Attach a copy of Identity Document (ID) and company registration document.
- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.
- 2.12 Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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-	8		
a) Before 27 April 1994 I. On or before 27 April 1994 and who would been entitled to acquire			

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

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - Percentage ownership equity x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - Percentage ownership equity x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.
- 2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.
- 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
- 3.1. POINTS AWARDED FOR PRICE
- 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

YES	NO	
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- 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,

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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;
 - 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:				





CHIEF DIRECTORATE: INTERNAL AUDIT

Private Bag X833, Pretoria, 0001; 600 Lillian Ngoyi Street, Pretoria, 0002

Tel: 012 - 312 9837; E-mail: karen.delarouviere@dlrrd.gov.za; Website: www.dlrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.

1. INTRODUCTION

The Department of Land Reform and Rural Development (DLRRD) would like to invite Service Providers to submit bid proposals for the appointment of a service provider to conduct a Performance Audit as well as an Operational and Compliance Audit on the processes governing Rural Infrastructure Development. The Service Provider is required to deliver this audit project on behalf of the Chief Directorate (CD): Internal Audit of the DLRRD at National Office and the following three Provincial Shared Service Centres (PSSCs) as per the approved 2025/2026 Annual Internal Audit Plan:

- Eastern Cape (EC);
- KwaZulu-Natal (KZN); and
- Limpopo (LP).

2. OBJECTIVE OF BID

2.1 The objective is to appoint a Service Provider to conduct a Performance Audit as well as an Operational and Compliance Audit on Rural Infrastructure Development programme. The audit was approved on the Annual Internal Audit Plan.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.

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 Following the demerger of the Department of Agriculture, Land Reform and Rural Development (DALRRD), the Internal Audit Function within the newly established Department of Land Reform and Rural Development (DLRRD) is currently facing human resource constraints, which are impacting its ability to effectively execute the approved Annual Internal Audit Plan for the 2025/2026 financial year. In order to achieve all planned audits, the CD: Internal Audit requires a service provider to conduct an Integrated Audit on Rural Infrastructure Development.
- 3.2 Rural Infrastructure Development is a strategic catalyst programme established to support rural communities to access socioeconomic development services through provision of rural infrastructure, working closely with provincial governments, municipalities, traditional councils and relevant stakeholders to facilitate the provision of rural infrastructureThis programme is housed at two Chief Directorates within the Branch: Rural Development. Moreover, all PSSCs across the country have directorates responsible for the implementation of Rural Infrastructure Development.

4. OBJECTIVE AND SCOPE OF WORK REQUIRED

4.1 Objective

The Performance Audit as well as the Operational and Compliance Audit will be performed at the Branch: Rural Development and three PSSCs as indicated in paragraph 1 above. The overall objective of the Performance Audit as well as the Operational and Compliance Audit is to assess the adequacy and effectiveness of internal controls / management measures governing the Rural Infrastructure Development programme within the DLRRD.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.

4.2 Scope

a) Performance Audit

The scope of the Performance Audit includes the evaluation and reporting on:

- Economy The terms and conditions under which resources are acquired.
 An economical operation acquires resources in an appropriate quality and quantity at the right time and place at the lowest possible cost.
- Efficiency The relationship between goods or services produced and the
 resources used to produce them. An efficient operation produces the
 maximum output for any given set of resources inputted or the minimum
 inputs for any given quality and quantity of services provided. The
 underlying management objective is therefore to increase productivity and
 lower unit costs; and
- Effectiveness How well a programme or activity achieves its stated objectives, defined goals or intended effects.

This Performance Audit will address the following focus areas in terms of the RID process:

- Acquisition / procurement of Service Providers (Economy);
- Utilisation of the services / Management and monitoring of Service Providers (Efficiency);
- Management measures to ensure the effectiveness of the Rural Infrastructure Development (Effectiveness); and
- Value for money derived from the process and service providers involved in the process.

The audit will cover the period from commencement of the initiation of the procurement / supply chain management processes to date.

The Service Provider will perform the audit at National Office and Provincial offices. One internal resource, at a Deputy Director level, will manage and assist the service provider where applicable.

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b) Operational and Compliance Audit

The scope of the Operational and Compliance Audit includes the evaluation and reporting on:

- Compliance of a programme's / activity's mandate, contractual arrangements and delegations with applicable legislation; and
- Compliance to the policies and procedures, issued by the DLRRD to give
 effect to a programme / activity, as measured against major aspects of
 legislative requirements of applicable legislation.

This Operational and Compliance Audit will address:

- All legislation applicable to the RID process; and
- All policies, procedures, processes and delegations applicable to the RID process.

The Service Provider will perform the audit at National Office and Provincial offices. One internal resource, at a Deputy Director level, will manage and assist the service provider where applicable.

5. AUDIT PROJECT DURATION

The appointed Service Provider will be required to execute the audit projects within a period of four-months. The allocation of outsourced hours per audit type in the approved 2025/2026 DLRRD Internal Audit plan is outlined as follows:

Audit Type	Hours
Performance Audit	1 180
Operational and Compliance Audit	1 000
Total	2 180

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6. AUDIT PROJECT DELIVERY REQUIREMENTS

6.1 Audit Software

- 6.1.1 The Service Provider must complete IA methodology templates which will be provided at the start of the audit projects.
- 6.1.2 The Service Provider will be required to use the audit software currently utilised by DLRRD Internal Audit Function.
- 6.1.3 The populated templates / working papers will be uploaded onto the designated audit software by the Service Provider.

6.2 Project Management

- 6.2.1 The Service Provider will be expected to perform the following regarding the RID 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 uploaded onto the designated audit software by the Service Provider and provided to the Director: Performance and Financial Audit for review on a weekly basis.

6.3 Audit Methodology

6.3.1 The Service Provider will be expected to comply with the DLRRD Internal Audit methodology, which has been aligned to the Institute of Internal Auditors (IIA) Global Internal Audit Standards. DLRRD templates must be used.

6.4 Deliverables

6.4.1 The table below defines the Audit project Phases and deliverables applicable to each audit type.

Phases	Deliverables
Phase 1	Project Planning Memorandum
Planning	Opening Meeting with auditees
	Pre-Audit Survey
	System Description
	Risk Control GAP Analysis
	Audit Program and Sampling Plan
Phase 2	Performing the audit per audit program
Fieldwork	Finding sheets including Management Action Plans
Phase 3	Internal Audit Report
Reporting	Executive Audit Report
	Audit Committee Presentation
Phase 4	Finding registers, completion of all audit work files on the
Closure	designated audit software.

6.4.2 Communication of results

- Audit finding sheets containing findings, root causes, impact, recommendations and management action plans;
- Reporting (Audit Report as defined in paragraph 6.4.3);
- A comprehensive set of audit working paper files (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.

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6.4.3 Audit Reports

- The Service Provider will deliver an Internal Audit report and an Executive Audit Report. These reports will be discussed with management as specified.
- Reports can only be distributed to the nominated parties once DLRRD
 Internal Audit has reviewed and accepted the deliverables.
- The Service Provider shall prepare an Executive Audit Report and presentation for distribution two (2) weeks in advance of the Audit Committee meeting for the audit project and will be expected to present the audit report at the audit committee meeting.
- The Internal Audit report, Executive Audit report and audit committee presentation should be prepared in line with the Internal Audit Methodology and templates.

6.4.4 Fraud and Irregularities reporting

In planning and conducting its work, the Service Provider 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.

6.5 Continuity of Service Provider's audit team

6.5.1 The Service Provider must guarantee the presence of their audit team on this assignment throughout the duration of the contract, unless agreed otherwise with and approved by the DLRRD Chief Audit Executive in writing. If a Service Provider audit team member has 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 Service Provider audit team member must work parallel with the replacement appointed, to enable a handover of work performed and transfer of knowledge. The Service Provider should not

allocate an audit team member to the DLRRD audit 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 an audit team member is substituted by the Service Provider without the prior written consent of the DLRRD Chief Audit Executive, the DLRRD shall not be liable for payment of the audit team member's time spent on the project. The DLRRD shall not be liable for payment of any unproductive or duplicated time spent by any audit team member on the assignment as a result of service provider staff changes.

6.5.2 In the event that an audit team member used in the audit project needs to be replaced, the Service Provider should replace the team member with a person with similar or better qualifications and experience.

6.6 Independence and objectivity of Service Provider

6.6.1 The Service Provider must ensure that audit team members assigned to the project will be and maintain objective and independent of the activities audited.

6.7 Progress Reporting

6.7.1 On a weekly and monthly basis, the Service Provider shall prepare and submit a progress report to the DLRRD Director: Performance and Financial Audit. Weekly Progress meetings will be conducted and must be attended.

6.8 Quality of the audit work performed

6.8.1 The Service Provider shall be responsible to ensure the integrity of audit work performed and all the deliverables defined in paragraph 6.4. All deliverables must be subjected to the Performance and Financial Audit Director's review subsequent to the Service Provider's own quality checks and completion of the Quality Assurance (QA) checklists. The Service Provider shall ensure that all work conforms to the IIA's Global Internal Audit Standards. All deliverables (the complete Audit Working Paper File) will be subjected to a quality assurance by the DLRRD Internal Audit Project Office or another delegated entity prior to acceptance. The quality assurance will be conducted in

accordance with the Institute of Internal Auditors (IIA) Standards.

6.8.2 DLRRD Internal Audit management will perform reviews on all the deliverables of the Service Provider as defined in paragraph 6.4 to verify the Service Provider' adherence to the defined scope and quality of deliverables.

6.9 Delivery approach / methodology

The Service Provider will be required to define in their BID proposal how they intend to deliver the Audit Project to meet the requirements as set out in this section of the Terms of Reference. The approach / methodology should highlight (but not limited to):

- The engagement model, single service provider or consortium;
- Detailed project plan including all deliverables, timeframes and offices to be audited;
- Detailed project management process; and
- Detailed quality assurance process.

6.10 Audit Project Delivery Initiation and Timelines

The following initial action will be required:

- Immediately upon signing of the SBD 7.2 Contract form, the Service Provider shall meet with the DLRRD Director: Performance and Financial Audit to discuss the audit project, roles and responsibilities, detailed resource allocation, logistic arrangements and confirm the engagement deliverables and timeframes;
- The Service Provider will discuss and agree the administration of the audit projects to be delivered as well as the utilisation of DLRRD Internal Audit methodology and templates; and
- A Service Level Agreement will be entered into between the Department and the Service Provider.

7. MANDATORY REQUIREMENTS

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

- 7.1 Attendance of a physical compulsory briefing session.
- 7.2 Fully completed pricing schedule. A fully completed pricing schedule on the prescribed template, SBD 3.3 pricing schedule, must be submitted.

NO OTHER TEMPLATE WILL BE ACCEPTED

8. REQUIREMENTS FOR SERVICE PROVIDER TEAM COMPOSITION

8.1 Team Composition

- 8.1.1 On a high level, the team should at least be composed of the following:
- Project / Engagement leader A suitably qualified and experienced individual who holds overall responsibility for the successful execution of the audit engagement, ensuring that it meets professional standards and client expectations. The project / engagement leader must at least have a Postgraduate qualification (NQF Level 8 or relevant higher qualification) in Auditing / Internal Audit and Accounting or equivalent relevant qualification at NQF level 8, coupled with a minimum of ten (10) years of experience in leading audit projects.

Performance Audit

- Subject matter expert / Infrastructure specialist A suitably qualified and experienced individual with a minimum of six years post-qualification experience in the built environment. He / She must hold at least a bachelor's degree (NQF 7 or relevant higher qualification) in Civil Engineering or an equivalent built environment qualification.
- Audit Manager A suitably qualified and experienced (performance audit related experience) individual responsible for managing and overseeing the day-to-day execution of the audit engagement, ensuring that audit activities are conducted

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efficiently, in accordance with the approved audit plan, and in compliance with applicable standards and procedures. The Audit Manager must hold at least a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. In addition, the candidate must have a minimum of eight years' performance audit experience.

• Audit Supervisor - A suitably qualified and experienced (performance audit related experience) individual responsible for executing audit procedures, gathering relevant evidence, and documenting findings in accordance with established audit methodologies and standards. The Audit Supervisor must hold at least a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. In addition, the candidate must have a minimum of four years performance audit experience.

Operational and Compliance Audit

- Audit Manager A suitably qualified and experienced (operational and compliance audit related experience) individual responsible for managing and overseeing the day-to-day execution of the audit engagement, ensuring that audit activities are conducted efficiently, in accordance with the approved audit plan, and in compliance with applicable standards and procedures. The Audit Manager must hold at least a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. In addition, the candidate must have a minimum of six years Operational and Compliance audit experience.
- Audit Supervisor A suitably qualified and experienced (operational and compliance audit related experience) individual responsible for executing audit procedures, gathering relevant evidence, and documenting findings in accordance with established audit methodologies and standards. The Audit Supervisor must hold at least a BCom degree in Internal Auditing, Accounting,

or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. In addition, the candidate must have a minimum of three years Operational and Compliance audit experience.

8.2 Curricula Vitae

- 8.2.1 The bid response must include a curricula vitae in respect of the persons to be used on the project, under the following headings:
 - Personal and contact details;
 - Tertiary and other qualifications (provide full particulars, including date obtained and relevant institution; and specifically, professional certification(s);
 - Type and duration of previous experience, with particular reference to that which is appropriate or relevant to the project;
 - Special skills, with particular reference to that which is appropriate or relevant to the project; and
 - The audit team proposed for the projects should meet the requirements defined in paragraph 8.1 above.
- 8.2.2 The Service Provider must provide security screening report for each resource inclusive of criminal record, qualifications confirmation and credit records not older than 30 days.

8.3 Track Record of Service Provider/s

8.3.1 The Service Provider/s should indicate a minimum of three references of Performance Audit assignments conducted <u>and</u> three references of Operational and Compliance Audit assignments conducted. The references must indicate the type, complexity and the timeline of the audit assignments, over the last six years.

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9. EVALUATION CRITERIA

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

9.1 FIRST STAGE - EVALUATION OF FUNCTIONALITY

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
Delivery	A comprehensive proposed approach / methodology for delivery of the	30
Approach /	audit projects to meet the following requirements:	
Methodology	The engagement model, single service provider or consortium;	
	Detailed project plan including all deliverables, timeframes and offices to be audited;	
	Detailed project management process; and	
	Detailed quality assurance process.	
	Delivery approach addresses two or less of the requirements above. Poor = 1	
	Delivery approach addresses only three of the requirements above. Average = 2	
	3. Delivery approach addresses all the ToR requirements above. Good= 3	
	Delivery approach addresses all the ToR requirements above and with the project plan including resource allocation and hours. Very	
	Good = 4 5. Delivery approach addresses all the ToR requirements above and	
	with the project plan including resource allocation and hours as well as a project risk mitigation strategy. Excellent = 5	

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
Audit Team Competency	The team composition, qualification, experience as demonstrated in their detailed CVs (to be attached) in conformance to section 8 of this Terms of Reference. Copies of qualifications should be attached to the CV. CVs should clearly indicate a detailed profile of the previous work experience.		50
	Project / Engagement leader	10	
	 The engagement leader must at least have: a Postgraduate qualification (NQF Level 8 or relevant higher qualification) in Auditing / Internal Audit and Accounting/ or equivalent relevant qualification; and a minimum of ten (10) years' experience in leading audit projects. 		
	 The project / engagement leader does not meet any of the requirements above – Poor = 1. The project / engagement leader meets only one of the requirements above - Average = 2 The project / engagement leader meets all the requirements above – Good = 3. The project / engagement leader meets all the requirements above and has more than 10 years and less than 15 years' experience in leading audit projects – Very Good = 4. The project / engagement leader meets all the requirements above and has 15+ years' experience in leading audit projects – Excellent = 5. 		
	Performance Audit Subject Matter Expert/ Infrastructure Specialist The Subject Matter Expert must have at least: a bachelor's degree (NQF 7 or relevant higher qualification) in Civil Engineering or an equivalent built environment qualification; and	10	
	a minimum of six years post-qualification experience in built environment.		

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	 The Subject Matter Expert does not meet any of the requirements above - Poor = 1 The Subject Matter Expert meets only one of the requirements above - Average=2 The Subject Matter Expert meets all the requirements above - Good =3 The Subject Matter Expert meets all the requirements above and has more than 6 years and less than 10 years of experience in the built environment - Very Good = 4 The Subject Matter Expert meets all the requirements above and has 10+ years of experience in the built environment - Excellent = 5 		
	 Performance Audit Audit Manager The Audit Manager must have at least: a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. a minimum of eight years' performance audit experience. 	10	
	 The Audit Manager does not meet any of the requirements above - Poor = 1 The Audit Manager meets only one of the requirements above - Average=2 The Audit Manager meets all the requirements above - Good =3 The Audit Manager meets all the requirements above and has more than 8 years and less than 12 years of performance audit experience - Very Good = 4 The Audit Manager meets all the requirements above and has 12+ years of performance audit experience - Excellent = 5 		

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	 Performance Audit Audit Supervisor The Auditor Supervisor must have at least: a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. a minimum of four years performance audit experience. 1. The Audit Supervisor does not meet any of the requirements above - Poor = 1 2. The Audit Supervisor meets only one of the requirements above - Average=2 3. The Audit Supervisor meets all the requirements above - Good =3 4. The Audit Supervisor meets all the requirements above and has more than 4 years and less than 7 years of performance audit experience - Very Good = 4 5. The Audit Supervisor meets all the requirements above and has 7+ years of performance audit experience - Excellent = 5. 	5	
	 Operational and Compliance Audit Audit Manager The Audit Manager must have at least: a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. a minimum of six years Operational and Compliance audit experience The Audit Manager does not meet any of the requirements above - Poor = 1 The Audit Manager meets only one of the requirements 	10	

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION		WEIGHT
	above – Average=2 3. The Audit Manager meets all the requirements above - Good =3 4. The Audit Manager meets all the requirements above and has more than 6 years and less than 10 years of Operational and Compliance audit experience - Very Good = 4 1. The Audit Manager meets all the requirements above and has 10+ years of Operational and Compliance audit experience - Excellent = 5		
	 Operational and Compliance Audit Audit Supervisor The Audit Supervisor must have at least: a BCom degree in Internal Auditing, Accounting, or Financial Management (NQF 7 or relevant higher qualification), or an equivalent business, financial, or commerce-related qualification. a minimum of three years Operational and Compliance audit experience. The Audit Supervisor does not meet any of the requirements above - Poor = 1 The Audit Supervisor meets only one of the requirements above - Average=2 The Audit Supervisor meets all the requirements above - Good =3 The Audit Supervisor meets all the requirements above and has more than 3 years and less than 6 years of Operational and Compliance audit experience - Very Good = 4 The Audit Supervisor meets all the requirements above and has 6+ years of Operational and Compliance audit experience - Excellent = 5. 	5	
Company's Capability (experience	Bidder must demonstrate extensive experience over the last six y providing: Performance Audit services (attach at least 3 reference I		20

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
and track	testimonials of Performance Audit work undertaken from	
record of	clients/auditees. The 3 reference letters / testimonials must indicate	
service	the type of service provided, be on the service provider's client official	
provider)	letterheads, with business addresses and telephone numbers and it	
	must be duly signed and stamped. (NB: The department reserves	
	the right to contact referenced companies to verify); and	
	Operational and Compliance Audit services (attach at least 3	
	reference letters / testimonials of Operational and Compliance Audit	
	work undertaken from clients / auditees. The 3 reference letters /	
	testimonials must indicate the type of service provided, be on the	
	service provider's client official letterheads, with business addresses	
	and telephone numbers and it must be duly signed and stamped. (NB:	
	The department reserves the right to contact referenced	
	companies to verify).	
	1. The bidder does not meet any of the requirements above. Poor = 1	
	2. The bidder meets only one of the requirements above. Average=2	
	3. The bidder meets all the requirements above. Good =3	
	4. The bidder meets all the requirements above and provide 1-2	
	additional references for requirement one or two. Very Good = 4	
	5. The bidder meets all the requirements above and provide 3+	
	additional references for requirement one or two. Excellent = 5	
TOTAL POINTS	ON FUNCTIONALITY OUT OF 100	100

NB! Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified at the first stage. This means that such bids will not be evaluated at the second stage (Preference Points System).

9.2 SECOND STAGE - EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEMThe following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

- **9.3 POINTS AWARDED FOR SPECIFIC GOALS** 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 the below as may be supported by proof/ documentation stated in the conditions of this tender.
- 9.3.2 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— an invitation for tender for incomegenerating 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
- 9.3.3 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.

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Note to Service Provider: The Service Provider 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)
Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
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.

10. TIMEFRAME AND IMPLEMENTATION

- 10.1 The commencement date of the appointed Service Provider will be immediately after the order issuing date.
- 10.2 All deliverables as defined in paragraph 6.4 above must be completed within four months after appointment of the service provider. It should be noted that the completion target date is not negotiable.

11. TERMS AND CONDITIONS OF BID

- 11.1 Awarding of the request for bid will be subject to the Service Provider's acceptance of National Treasury General Conditions of Contract. No additional terms and conditions from the Service Provider will be accepted.
- 11.2 The DLRRD reserves the right not to award the request for bid.
- 11.3 In the event that the auditor/specialist used in the BID needs to be replaced, the Service Provider should provider a replacement with similar or more qualifications and experience. Failure to provide the relevant replacement for the auditor / specialist the DLRRD reserves the right to terminate the contract.
- 11.4 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 DLRRD except where authorised by the DLRRD in writing to do so.
- 11.5 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 DLRRD.
- 11.6 The Service Provider agrees to keep confidential all records and information 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 DLRRD's prior written consent. The Service Provider will be expected to sign a confidentiality agreement with the DLRRD before commencement of the audit.
- 11.7 The Service Provider may also not apply the audit management methodology of the DLRRD outside of the DLRRD during or after completion of the project at the DLRRD.
- 11.8 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/DLRRD and any contract workers to be appointed shall sign an Oath of Secrecy and be prepared to go through the

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process of Security Clearance or background checks as determined by the DLRRD prior to the start of the audit projects.

- 11.9 The audit resources 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 Director: Performance and Financial Audit; and
 - Deputy Directors in the Directorate: Performance and Financial Audit.

Although the reporting lines as specified above shall be adhered to, the Service Provider will project manage the delivery of the audit project over its entire life cycle in accordance with the DLRRD Internal Audit methodology aligned to the IIA Standards.

- 11.10 The Service Provider will enter into a SLA with the DLRRD, which will include amongst others:Period of agreement;
 - Audit Project objectives and scope;
 - Project plan;
 - Form and format of documentation;
 - Managing the audit project service delivery;
 - Reporting relationship;
 - Method of communication;
 - Deliverables and terms of deliverables;
 - Audit Committee reporting;
 - Reviews and Quality of work;
 - Cost and fee payment;
 - Financial penalties;
 - Uncompleted work;

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- Confidentiality;
- Security:
- Disputes and breaches; and
- Termination of contract.
- 11.11 This Terms of Reference and the response from the Service Provider will form part of the SLA. A draft SLA will be sent together with the acceptance letter to the successful Service Provider. The SLA must be finalised within five (5) working days thereafter and signed by both parties before an order will be issued.

12. **FINANCIAL PENALTIES**

12.1 Financial penalties as set out in the National Treasury 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.

13. METHOD OF PAYMENT

- Payment in respect of deliverables will take place in terms of an agreed project 13.1 plan, subject to approval of the deliverables by the DLRRD Chief Audit Executive and certification of the invoice by the DLRRD Chief Audit Executive or a person designated by her. Evidence of deliverables completed should be submitted with the invoices before payment will be effected.
- 13.2 Invoices must clearly indicate the number of hours spent on the project, the deliverables associated with the hours spent and to what extent the objectives were achieved. It must be emphasised that payment will be based on deliverables completed, and not on time spent on the project. If the Service Provider spends more time on the project than anticipated, or utilise more resources than planned for, such additional hours of resources will be for the Service Provider's own account.
- 13.3 Invoices must be forwarded to:Director: Logistics Management

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The Department of Land Reform and Rural Development

Postal Address: Physical Address:

Private Bag X833 Second Floor, Block D

PRETORIA, 0001 600 Lilian Ngoyi Street

Berea Park

Pretoria Central, 0002

14. CONTACT DETAILS

14.1 TECHNICAL ENQUIRIES:

Attention: Mr Vuyisile Nkula Telephone: (012) 312-9877

Email: Vuyisile.nkula@dlrrd.gov.za

14.2 BID RELATED ENQUIRIES:

All supply chain management enquiries must be forwarded to:

Bids Management

Telephone (012) 312-8383/8381/9627

Email: Bids@dlrrd.gov.za

5/2/2/1- DLRRD 0012 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.

CLOSING DATE: 21 OCTOBER 2025 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 07 OCTOBER 2025

VENUE: 600 LILIAN NGOYI STREET, BOARDROOM: AG-19, BLOCK A, GROUND

FLOOR, PRETORIA

TIME: 10:000, (PLEASE BRING YOUR ID/LICENSE FOR IDENTIFICATION).

TECHNICAL ENQUIRIES : Mr Vuyisile Nkula

TEL : (012) 312-9877

EMAIL : <u>Vuyisile.nkula@dlrrd.gov.za</u>

BID RELATED ENQUIRIES BIDS MANGEMENT UNIT

TEL : (012) 312 8383/ 8381/ 9627

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

DLRRD 0012 (2025-2026)

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR MONTHS.

NAME OF BIDDER: .		BID NO.: DRDLR -0012 (2025/2026)	
CLOSING TIME: 11:0	00	CLOSING DATE: 21 OCTOBER 2025	
OFFER TO BE VALID	FOR 120 DAYS FROM THE CLOSING DATE OF B	ID.	
ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>	

 DSE |

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2625/2626 AND SERVICE PROVIDER AND SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2625/2626 AND SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2625/2626 AND SERVICE PROVIDER TO CONDUCT A RURAL AUDIT PLAN OVER A PERIOD OF FOUR (4) MONTHS

PRICING SCHEDULE [SBD 3.3.] (Professional Services)

- 1. The accompanying information must be used for the formulation of proposals.
- 2. Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.
- The total price must be firm for the period of 5 months.
- 4. Travelling costs will be at the expense of the service provider

5	TOTAL BID PRICE	
Schedule	R	

DESCRIPTION	Deliverables	Resource level	Total hours	Rate per hour	TOTAL
		Project / Engagement leader			R
PERFORMANCE AUD	lΤ				
Phase 1 Planning	Audit Project Planning Memorandum	Audit Manager			R
	Opening Meeting with auditees Pre-Audit Survey System Description Risk Control GAP Analysis Audit Program and Sampling Plan	Subject Matter Expert			
		Audit Supervisor			
Phase 2 Fieldwork	Performing the audit per audit program Signed Finding Sheets including Management Action Plans	Audit Manager			R
		Subject Matter Expert			
		Audit Supervisor			

	DSE DLRRD 0012 (2025-2026)
Bid Initials	
Bid's Signature	

Page 58 of 60

Bid No.:DLRRD-0012 (20	025-2026)
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Name of Ridder:	
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PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	Deliverables	Resource level	Total hours	Rate per hour	TOTAL
Phase 3 Reporting	Internal Audit Report Executive Audit Report Audit Committee Presentation	Audit Manager			R
		Subject Matter Expert			
		Audit Supervisor			
Phase 4 Closure	Finding registers, completion of all audit	Audit Manager			R.
	work and capturing onto the audit	Cubicat Matter Funer			
	software	Subject Matter Expert Audit Supervisor			
OPERATIONAL AND	COMPLIANCE AUDIT	Audit Supervisor			
	TANGE AGDIT				
Phase 1 Planning	Audit Project Planning Memorandum Opening Meeting with auditees Pre-Audit Survey	Audit Manager			R
	System Description Risk Control GAP Analysis Audit Program and Sampling Plan	Audit Supervisor			
Phase 2 Fieldwork	Performing the audit per audit program Signed Finding Sheets including Management Action Plans	Audit Manager			R
		Audit Supervisor			
Phase 3 Reporting	Internal Audit Report Executive Audit Report	Audit Manager			R
	Audit Committee Presentation	Audit Supervisor			
Phase 4 Closure	Finding registers, completion of all audit	Audit Manager			R.
	work and capturing onto the audit software	Audit Supervisor			

Bid Initials
Bid's Signature
Date:

Bid No.:DLRRD	0012 (2025-2026
BEITIE	0012 (2020 2020

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RURAL INFRASTRUCTURE DEVELOPMENT AUDIT PROJECT AT THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, AS PER THE 2025/2026 ANNUAL INTERNAL AUDIT PLAN OVER A PERIOD OF FOUR (4) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	Deliverables	Resource level	Total hours	Rate per hour	TOTAL
Travel and					
Subsistence costs					R
Total excl VAT					
			R		
VAT					
			R		
Total incl. VAT					
			R		

Any enquiries regarding bidding procedures may be directed to the -

Mr V Nkula

Email: Vuyisile.Nkula@dlrrd.gov.za Contacts: (012) 312 9877/9867

OR

Supply Chain Management Enquiries Telephone (012) 312-8383/8381/9627 Email: <u>Bids@dlrrd.gov.za</u>

Bid Initials
Bid's Signature
Date: