

#### **BID DOCUMENT**

#### **BID DESCRIPTION:**

PO: 2021/22:010

# APPOINTMENT OF A SERVICE PROVIDER FOR CO-SOURCING OF INTERNAL AUDIT ACTIVITIES FOR A PERIOD OF THREE (3) YEARS

CLOSING:	<b>03 DECEMBER 2021</b>
TIME:	11:00 AM
VALIDITY PERIOD:	150 DAYS
	<b>BRIEFING SESSION</b>
DATE:	N/A
TIME:	N/A
VENUE:	N/A

Kindly take note of the following attached documentations:

**Section 1: Standard Bidding Documents** 

**Section 2: Special Conditions (Specification / Terms of Reference)** 

**Section 3: General Conditions** 

**BID NUMBER:** 

NB: Standard bidding Documents (SBDs) Forms MUST be fully completed with a black ink only, and not re-typed. Where the cancellation is made, bidder MUST sign. The use of Tipex or related Materials is not allowed. Failure will result in the Bid /Proposal been Disqualified /Invalidated.Bidders must submit original, compact disc and additional one (01) copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated. The bid documents must be submitted in a sealed envelope.

## PART A INVITATION TO BID

YOU ARE HEREE	BY INVITED TO BID FOR RE	QUIREM	IENTS OF THE	(NAME O	F DEPA	RTMENT/ PUB	LIC EI	NTITY)	
BID NUMBER:	PO 2021/22: 010		SING DATE:	03 DECE				<u> </u>	
DESCRIPTION		VICE PR	OVIDER FOR	CO-SOUR	CING O	F INTERNAL A	JDIT /	ACTIVITIES FOR A PERIOD OF	
	THREE (3) YEARS .	IRFD TO	FILL IN AND S	SIGN A WI	RITTEN	CONTRACT FO	ORM (	SBD7)	
BID RESPONSE I	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).  BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  SITUATED AT (STREET ADDRESS)								
UNION BUILDING									
GOVERNMENT A									
ARCADIA	WENCE								
PRETORIA									
SUPPLIER INFOR	RMATION								
NAME OF BIDDE	R								
POSTAL ADDRES	SS								
STREET ADDRES	SS								
TELEPHONE NUI	MBER	CODE				NUMBER			
CELLPHONE NUI	MBER								
FACSIMILE NUM	BER	CODE				NUMBER			
E-MAIL ADDRES	S								
VAT REGISTRAT	ION NUMBER								
		TCS PII	M.		OR	CSD No:			
B-BBEE STATUS	LEVEL VERIFICATION	Yes				E STATUS	П	Yes	
CERTIFICATE					LEVEL	. SWORN			
[TICK APPLICABI		☐ No			AFFID	AVIT		No	
IF YES, WHO WA	S THE CERTIFICATE								
IOOOLD DT:			AN ACCOUN	TING OFF	ICER A	S CONTEMPLA	TED I	N THE CLOSE CORPORATION	
AN ACCOUNTING			ACT (CCA)						
CORPORATION	O IN THE CLOSE ACT (CCA) AND NAME	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)							
	E IN THE TICK BOX	A REGISTERED AUDITOR							
			NAME:						
	ITUS LEVEL VERIFICATI ALIFY FOR PREFERENC				FIDAVI	T(FOR EMEs	& QSE	Es) MUST BE SUBMITTED IN	
ARE YOU THE AG		Yes	ISTON D-DD	□No	ARE	YOU A FOREIG	N	☐Yes ☐No	
	/E IN SOUTH AFRICA				_	D SUPPLIER F	-		
FOR THE GOODS	S /SERVICES /WORKS	IIE VEQ	ENCLOSE PR	OOEI		GOODS /SERVI KS OFFERED?		IF YES ANSWER PART B:3 BELOW ]	
OFFERED!		[IF TES	ENGLOSE FR	ООГ	/WOR	NO OFFERED		DELOW	
SIGNATURE OF					DATE				
	ER WHICH THIS BID IS proof of authority to sign								
	olution of directors, etc.)								
	· ,					L BID PRICE (A	ALL		
	OF ITEMS OFFERED	DIDECT	TD TO:	TECHN		JSIVE)	AVD	E DIDECTED TO:	
DEPARTMENT/ P	DURE ENQUIRIES MAY BE	ואוע	בט וט:	CONTA			IATB	E DIRECTED TO:	
CONTACT PERS						IUMBER			
TELEPHONE NUI		FACSIMILE NUMBER							
FACSIMILE NUM				E-MAIL	ADDRE	SS			
E-MAIL ADDRESS	S								

# 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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF $$ TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
STA	IE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE FUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT ISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

## PRICING SCHEDULE (Professional Services)

Name of	bidder	Bid number PO	2021/22: 010	
Closing Time 11:00 Closing date			ecember 2021	
OFFER	TO BE VALID FOR <b>150</b> DAYS FROM TH	HE CLOSING DATE	E OF BID.	
ITEM NO	DESCRIPTION		BID PRICE IN RSA CURRE **(ALL APPLICABLE TAXE	
1.	The accompanying information must be of proposals.	e used for the form	ulation	
2.	Bidders are required to indicate a ceilin estimated time for completion of all pha expenses inclusive of all applicable tax	ises and including a	all	
3.	PERSONS WHO WILL BE INVOLVED RATES APPLICABLE (CERTIFIED INV RENDERED IN TERMS HEREOF)		AND	
4.	PERSON AND POSITION		HOURLY RATE	DAILY RATE
			R	
			R	
			R	
			R	
			R	
5.PHASE SPENT	ES ACCORDING TO WHICH THE PROJ	ECT WILL BE COM	MPLETED, COST PER PHAS	E AND MAN-DAYS TO BE
	el expenses (specify, for example rate/k the expenses incurred must accompany		ss of air travel, etc). Only ac	tual costs are recoverable.
DESCRI	PTION OF EXPENSE TO BE INCURRE	D RATE	QUANTITY	AMOUNT
				R
				R
				R
				R
				R

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost,etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION	ON OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
				R
				R
				R
				R
				R
			ГОТАL: R	
6.	Period required for commencement	, ,	acceptance of bid	
7.	Estimated man-days for completion			
8.	Are the rates quoted firm for the full	period of contract	?	*YES/NO
9.	If not firm for the full period, provide example consumer price index		•	• •
Any onguirio	a regarding hidding presedures may b	a directed to the		

Any enquiries regarding bidding procedures may be directed to the -

Department: The Presidency

Contact Person: Madira Selomo

**Tel**: 012 300 5951

Fax: Not Applicable

E-mail address: tenders@presidency.gov.za

Or for technical information -

Contact Person: Ms. Elna Erasmus

E-mail address: elna@presidency.gov.za or internalaudit@presidency.gov.za

**Tel:** (012) 300-5364 or 082 567 6619

Fax: Not Applicable

Contact Person: Ms. Eunice Gardiner

 $E\text{-mail address:}\ \underline{eunice@presidency.gov.za}$ 

**Tel:** 082 955 2476 **Fax:** Not Applicable

#### **DECLARATION OF INTEREST**

- 1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be

1"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;

indicated in paragraph 3 below.

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>&</sup>lt;sup>2"</sup>Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:	
	Name of state institution at which you or the person connected to the bidder is employed :	
	Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have	YES / NO
2.3	any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	1207110
2.9.1	If so, furnish particulars.	

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?			YES/NO	
2.10.1 	If so, furnish particular			
 2.11	Do you or any of the door of the company have a whether or not they ar	YES/NO		
2.11.1 	If so, furnish particular	TS:		
3	Full details of direc	ctors / trustees / r	members / shareholders.	
Full N	Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number
4	DECLARATION			
	I, THE UNDERSIGNED	(NAME)		
	CORRECT. I ACCEF AGAINST ME IN	TT THAT THE TERMS OF	URNISHED IN PARAGRAP STATE MAY REJECT PARAGRAPH 23 C IOULD THIS DECLARA	THE BID OR ACT OF THE GENERAL
	Signature		Date	
	Position		Name of bi	dder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ 

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.	BID DECLARATION		
5.1	Bidders who claim points in respect of B-BBEE Status Level complete the following:	of Contri	ibution must
6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIME PARAGRAPHS 1.4 AND 4.1	D IN T	ERMS OF
6.1	B-BBEE Status Level of Contributor: =(ma	aximum o	f 20 points)
	(Points claimed in respect of paragraph 7.1 must be in according reflected in paragraph 4.1 and must be substantiated by relestatus level of contributor.		
7.	SUB-CONTRACTING		
7.1	Will any portion of the contract be sub-contracted?		
	(Tick applicable box)		
	YES NO		
7.1.1	If yes, indicate:		
	i) What percentage of the contract	et v	will be
	subcontracted% ii) The name of the subcontracted is a subcontracted in the subcontracte	ne	sub-
	contractor		
	iii) The B-BBEE status level of the sub-contractoriv) Whether the sub-contractor is an EME or QSE		
	(Tick applicable box)		
	YES NO		
	v) Specify, by ticking the appropriate box, if subcontracting with a	ın enterpri	se in terms of
	Preferential Procurement Regulations,2017:		
	Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black p	eople eople who are youth	1	
Black p	eople who are women		
	eople with disabilities	<u> </u>	
	eople living in rural or underdeveloped areas or townships ative owned by black people		
	eople who are military veterans		
Any EN	OR IE	<del>                                     </del>	
Any QS			
•			
8.	DECLARATION WITH REGARD TO COMPANY/FIRM		
8.1	Name of		
	company/firm:		
8.2	VAT registration		
0.2	number:		
8.3			
0.5	Company registration		
	Company registration number:		

<ul> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>							
8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES							
COMPANY CLASSIFICATION							
<ul> <li>Manufacturer</li> <li>Supplier</li> <li>Professional service provider</li> <li>Other service providers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>							
8.6 Total number of years the company/firm has been in business:							
I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:							
i) The information furnished is true and correct;							
<ul> <li>The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;</li> </ul>	·						
<ul> <li>iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</li> </ul>	raphs 1.4 and 6.1, the contractor may be required to furnish documentary						
<ul> <li>iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</li> </ul>	fraudulent basis or any of the conditions of contract have not been fulfilled, the						
(a) disqualify the person from the bidding process;	(a) disqualify the person from the bidding process;						
<ul><li>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li></ul>							
<ul> <li>(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;</li> </ul>							
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.							
WITNESSES							
1. SIGNATURE(S) OF BIDDERS(S) DATE:							
2 ADDRESS							

#### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this Database were informed in		
	writing of this restriction by the Accounting Officer/Authority of the institution		
	that imposed the restriction after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National		
	Treasury's website( <u>www.treasury.gov.za</u> ) and can be accessed by clicking		
	on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of	Yes	No
	section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website		
	(www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state te years on account of failure to perform on or comply with the c		Yes
4.4.1	If so, furnish particulars:		
	CERTIFICATION		
CEI	HE UNDERSIGNED (FULL NAME)RTIFY THAT THE INFORMATION FURNISHORM IS TRUE AND CORRECT.		 ION
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
	nature	Date	
••••	••••••	•••••	
Posi	tion	Name of Bidder	

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>&</sup>lt;sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:		
(Bid Number and Description)	_	
in response to the invitation for the bid made by:		
(Name of Institution)		
do hereby make the following statements that I certify to be true and complete in every respect:	1	
I certify, on behalf of:that	at:	
(Name of Bidder)		

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. 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.

Signature	Date
Position	Name of Bidder

<sup>&</sup>lt;sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

#### TERMS OF REFERENCES / SPECIFICATIONS



# THE PRESIDENCY REPUBLIC OF SOUTH AFRICA SUPPLY CHAIN MANAGEMENT

## APPOINT A SERVICE PROVIDER FOR CO-SOURCING OF INTERNAL AUDIT ACTIVITIES FOR A PERIOD OF THREE (3) YEARS

#### 1. REQUEST FOR PROPOSALS/BIDS (RFP)

- 1.1 The objective of this RFP is to appoint a Service Provider/Bidder for cosourcing of internal audit activities to The Presidency for a period of three (3) years.
- 1.2 Co-sourcing in this context refers to an arrangement where the external service provider works together with the Presidency Internal Audit (IA) Unit to provide assurance and consulting services.

#### 2. SCOPE AND EXTENT OF WORK

- 2.1 The requirements are that a service provider be appointed, to assist the IA Unit in a co-sourced capacity to deliver on their mandate for a period of three (3) years.
- 2.2 The services are inter alia as follows:
- 2.2.1 Provide appropriate human resource capacity to perform internal audits based on the approved Presidency's IA methodology and plan or as and when specific needs and requests are made by The Presidency.
  - a) All staff assigned to the assignment must be properly qualified and trained with at least three (3) years' experience in internal audit or specialised experience where applicable.

- b) The Service Provider must guarantee the availability of the relevant staff throughout the duration of the allocated engagement, unless agreed otherwise with the Chief Audit Executive (CAE).
- 2.2.2 Fulfil all requirements pertaining to internal audit in line with the PFMA, Treasury Regulations and the International Standards for the Professional Practice of Internal Auditing (IIA standards)
  - Gather proper understanding of The Presidency's systems and processes.
  - b) Compile preliminary and engagement planning documents to be agreed with the CAE.
  - c) Execute audit procedures (only on evidence of approved work program and approved sample size) and ensure that working papers and evidence comply with the standards set by the IIA as well as possible guidelines by the CAE.
  - d) Prepare reports in the format determined by the CAE. Must be provided to CAE for reviewing before exit meeting is scheduled.
  - e) Working paper files shall remain the property of The Presidency and at conclusion of every assignment be handed over to the CAE with evidence of review by a person in the capacity of a partner.
  - f) Have the ability to perform value added data analytics through computer assisted audit techniques (CAATS) to increase audit scope and efficiencies in the audit process.
  - g) A person certified by the Institute of Internal Auditors (IIA) as quality reviewer must perform the final quality review on all audit files to ensure that the objectives of the projects were met; that working papers and reports are of acceptable standards and conform to the relevant requirements; and that final reports are supported by appropriate documented evidence.
- 2.2.3 Attend Audit Committee meetings and any other Management meetings as per the request of the CAE or AC.
- 2.2.4 Provide inputs on the preparation of the risk based IA Coverage Plan.
- 2.2.5 Assist the CAE in developing the annual opinion on the internal control environment of The Presidency.
- 2.2.6 Assist with the improvement of Combined Assurance Framework, plans and reporting, if required.
- 2.2.7 Assist in the annual review of IA Charter, methodology and policies.

#### 3. MONITORING AND EVALUATION OF THE PROJECT

- 3.1. All work is to be carried out in accordance with the time schedule as agreed upon with the CAE and within the agreed deliverable, terms and conditions of the signed contract.
- 3.2. In carrying out the duties as prescribed in paragraph 2 above, the CAE will be assisted by the Audit Manager.

#### 4. LEGISLATIVE FRAMEWORK

- 4.1 RFP's will be subjected to the Supply Chain Management (SCM) prescripts as follows:
  - a) The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Based Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid.
  - b) Preferential Procurement Policy Framework Act, 2000: Preferential Regulations 2017.
  - c) The Public Finance Management Act, Act 1 of 1999
  - d) The Presidency Supply Chain Management Policy

#### 5. SPECIAL CONDITIONS OF THE PROPOSALS

- 5.1 The RFP should be submitted with all required documentation containing information on functional/ technical and price information.
- 5.2 Only bidders who score at least **80%** for the functional/technical information will be evaluated further on price and B-BBEE contributor level/status.
- 5.3 Bidder/s should note that, the hours indicated on the bid documents are **ONLY** estimates, and secondly the Presidency reserves the right not to allocate the total hours as provided and or specified in the bid documents. (Annexure D refers)
- 5.4 Pricing schedule **MUST** contain the average rate per hour (per nature of review) (Annexure D and SBD 3.1 refers).
- 5.5 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters maintained by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
- 5.6 The successful bidder will have to enter into a service level agreement (SLA) or special conditions of contract with The Presidency.

- 5.7 The Presidency reserves the right not to award this contract.
- 5.8 The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period.
- 5.9 The contract may be terminated by The Presidency during its period after thirty (30) days written notice, should the contractor be found to be negligent or not perform in accordance with the set contractual stipulations, bid documents, proposals received and service level agreement to be entered into.

#### 6. ADDITIONAL INFORMATION ON BID PROPOSALS

- 6.1 If the bidders are a joint venture the details of the work split must be such that The Presidency can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.
- 6.2 The Presidency will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids thereof.
- 6.3 Traveling costs and time spent or incurred between supplier's offices will not be for the account of The Presidency

#### 7. SECURITY REQUIREMENTS

- 7.1 The award of this bid will be subject to positive security screening of all staff members to be deployed by the service provider in accordance with the State Security Agency policy.
- 7.2 The bidder (directors and employees) involved with the contract or having access to information relating to the contract must be prepared to go through the required process of security clearance and background checks prior to appointment.

#### 8. PAYMENT TERMS

- 8.1 The Presidency will pay for resources utilised on a time and cost basis, using the published Tariffs for Audits done on behalf of the Auditor-General (as amended from time to time) plus VAT, as a maximum.
- 8.2 The value of the service will depend on the annual IA Plan as approved by the Audit Committee.

- 8.3 Copies of time sheets must be attached to the invoice and will be payable after the final relevant report and signed off/ quality checked files for the project have been received in the Office of the CAE.
- 8.4 The Presidency undertakes to payout in full within 30 (thirty) days from receipt date of original invoice all valid claims for work done to its satisfaction. No payment will be made where there is outstanding information/work not submitted by the appointed or contracted Service Provider. Payment will only be processed after receipt of outstanding information.

#### 9. CLARIFICATIONS INFORMATION

9.1 The Presidency may request clarification regarding any aspect of the bids that were submitted. Bidders must respond to requests by The Presidency for additional information within three (3) working days after the request has been made. Failure to comply may invalidate the potential service provider.

#### 10. EVALUATION PROCESS/BID EVALUATION CRITERIA

Bid Evaluation can only be done on the basis of information which we asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

A three (3)-phased approach will be followed during the evaluation phase. All proposals received will be evaluated in accordance with the **80/20** point system as prescribed in the Preferential Procurement Regulation of 2017.

#### 10.1 PHASE 1 - ADMNISTRATIVE COMPLIANCE

- 10.1.1 During this phase the standard bid documents will be checked. Only suppliers who correctly completed/submitted all the documents will move on to the next phase.
- 10.1.2 Note that all the required documentation must be signed by a duly authorised representative. Bidders are also required to indicate YES/NO on the table below. Failure to adhere to this requirement, the bid will be non-responsive.
- 10.1.3 The required documentation are as follows: The bidders **MUST** submit original and one copy *(01) of bid documents* as well as 1 Compact Disk(CD), failure to submit will render the bid non responsive.
- 10.1.4 **Standard Bidding Documents (SBD)** forms **MUST** be fully completed with a **black ink only, and not to be re-typed.** Failure to adhere to this requirement, the bid will be non-responsive.

- 10.1.5 The bidders **MUST** sign on every cancelled or correction made on the bid document. Failure to do so will invalidate the bid.
- 10.1.6 The bidders **MUST** not use any kind of correction pen on the bid document. Failure to do so will invalidate the bid.

Document that must be	YES/NO	Dotail /Doquiroments
	TES/NO	Detail /Requirements
submitted for bidder,		
[each legal persona of		
consortium/JV] and each subcontractor		
Invitation to Bid – SBD 1		Completed and signed are forms decument
Tax Status		Completed and signed <i>pro-forma</i> document  Bidders are required to be tax compliant at the time of
Tax Status		award. SARS unique number/Pin to verify tax status or
		· · · · · · · · · · · · · · · · · · ·
		CSD will be used to verify. If not The Presidency will
		provide the service provider reasonable time to sort
		out the tax matters and failure to do so will disqualify
		the bidder.
Pricing Schedule – SBD		Completed to provide the Average rate and signed pro-
3.3 (Bidder only)		forma document
Prescribed template		Annexure D: Pricing schedule
Declaration of interest - SBD 4		Completed and signed pro-forma document
3604		
Preference points claim		Completed and signed <i>pro-forma</i> document
form - SBD 6.1		o simple season of the season
Valid BEE level		Valid original or certified copy of B-BBEE accreditation
certificate (only if		certificates from reputable service providers accredited by
preference points are		SANAS (sanas.co.za) or valid certified copy or original
claimed)		sworn affidavit
Declaration of suppliers		Completed and signed pro-forma document
past supply chain		
management practices -		
SBD 8		
Certificate of independent		Completed and signed pro-forma document
bid determination - SBD		
9		
Registration on the		Bidder must be registered as a supplier on the Central
Central Supplier		Supplier Database (CSD).
Database (CSD Report)		Submit proof of registration and complete the MAAA
		number of SBD 1
Company registration		CIPC Documentation e.g. CK, CM certificate
documentation		
Prescribed templates		Annexure A:Team details (Certified ID's documents and
		CV's); Annexure B: Summary of IA contracts in the Public
		Sector; Annexure C: Contactable references;
		Annexure D: Pricing schedule

#### 10.2 PHASE 2 – TECHNICAL FUNCTIONAL/TECHNICAL EVALUATION

10.2.1 Only proposals that meet the criteria set in the administrative compliance phase (Phase 1) will qualify for this phase. During this Phase, proposals will be evaluated according to the defined criteria below:

No	Technical Information/Functionality	Weight
1.	Capacity and professional ability/competency  Illustrate its capability to provide professional services.  Prescribed templates to be completed [Annexure A_Team details] [CV particulars]  • Describe the proposed team, in terms of job position in the firm  • Proposed team must have public sector experience in the field of internal auditing including PFMA listed entities.  • List of names of staff members that will direct the overall audit throughout the duration of the engagement, as well as those staff members who will be responsible for planning, directing and conducting	(50)
	<ul> <li>substantial portions of the fieldwork or reporting on the engagement. Including the educational background/detail resumes of all staff members named and professional membership held.</li> <li>Provide details of staff training and development policies and procedures with specific mention of continuing professional development.</li> <li>Describe staff rotation plans for audit team members as this is a three year period agreement.</li> </ul>	(40)
2.	<ul> <li>Experience in similar work  Demonstrate experience and expertise of auditing in the public sector and in compliance with the PFMA.</li> <li>Prescribed templates to be completed  • A list of clients should be provided. Template provided:  [Annexure B_Summary of IA contracts].</li> <li>• Details of three references of similar/related work undertaken previously by the bidding entity in the last 3-5 years. The Presidency may not be used as a client reference Template provided:  [Annexure C: Contactable references].</li> </ul>	
3.	Utilisation of Computer Assisted Audit Techniques (CAATS)  Demonstrate experience and expertise of utilisation of CAATS to ensure audit efficiencies.	(10)
Tota	l	100

#### **BREAK DOWN OF THE FUNCTIONALITY**

Technical Information/Functionality	Weight	Score (1-5)	Total score (Weight X Rate)
Capacity and professional ability/competency : 50			

Relevant qualifications of <b>Director</b> 1=Limited qualification information provided  2=Post graduate qualification and 10 years IA experience  3=Professional qualification (CIA/CA) and 10 years IA experience  4=Professional qualification (CIA/CA) and 15 years IA experience  5=Professional qualification (CIA/CA) and more than 15 years of IA experience  Relevant qualifications of <b>Manager</b> 1=Limited qualification information  2=Post graduate qualification and 5 years IA experience  3=Professional qualification (CIA/CA) and 5 years IA experience  4=Professional qualification (CIA/CA) and 8 years IA experience	20
<ul> <li>5=Professional qualification (CIA/CA) and more than 10 years of IA experience</li> <li>Specialists available</li> <li>1=One (1) of the specialist field</li> <li>2= Two (2) of the specialist fields</li> <li>3= IT specialists with professional qualification (CISA/CISM) and Performance audit specialist</li> <li>4= As per no 3 References of previous work done in these areas         For IT: specific focus on IT Security and IT Governance         For Performance Audit:             Coordination/Stakeholder management process</li> <li>5=Other specialist fields (example investigations, physical security experts)</li> </ul>	20
Experience in similar work :	40
Public Sector experience in internal auditing  1 = 0-2 years 2 = 3-5 years 3 = 6-8 years 4 = 9-10 years 5 = Above 10 years  Evaluation of work performance Client satisfaction level (contactable references) 1 = Below 50% 2 = 50 - 69% 3 = 70 - 79 % 4 = 80-89%	20
• 5=90-100%	25

Utilisation of Computer Assisted Audit Techniques (CAATS): 10		
Utilisation of Computer Assisted Audit	10	
Techniques (CAATS)		
<ul> <li>1=Limited information provided</li> <li>2= No CAATs in use</li> <li>3= CAAT's in use and provided information on the methodology used</li> <li>4= CAAT's software in use and information where it was successfully implemented</li> </ul>		
• 5= CAAT's software in use, examples of successful implementation as well as proposed implementation for this project.		
Total	100	500

10.2.2. The following formula for functionality should be used to convert the total score to percentage:  $Ps = (So/Ms) \times 100$ .

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score (500)

10.2.3. Only bidders who score 80% and above on functionality will be considered and evaluated further on Price and Broad Based Black Economic Empowerment contributor level (B-BBEE).

#### 10.3 PHASE 3 - PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION

10.3.1. The bid will be awarded to the bidder who scored the highest points in terms of price and B-BBEE status level contribution. The evaluation criteria for this phase are as set below:

Criteria applicable	Weight
Price	80
B-BBEE Status Level of Contribution	20

10.3.2. The bid will be awarded to the bidder who scored the highest points in terms of Price and B-BBEE status level contribution.

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

- 10.3.3. Bidders are requested to submit the B-BBEE accreditation certificates from reputable service providers accredited by SANAS (check sanas.co.za); failing which the B-BEE points claimed will be forfeited.
- 10.3.4. **The financial submission** should include the proposed total average rate per hour fee for the project for each year over the 36 months period. The proposed total average fee per hour structure for each year must be based on the following:
  - a) Internal Audit work:Average Hourly Rate for year 1, 2 and 3.
  - b) Specialised Audit work (for example IT and Performance Audit): Average Hourly Rate for year 1, 2 and 3.

Refer to (Annexure D: Pricing Schedule).

10.3.5. The proposed rate should include any costs that will be incurred by the bidder, including travel and subsistence expenses.

#### 11. CONFIDENTIALITY

- 11.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified in writing that he/she has been awarded the contract.
- 11.2 No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

#### 12. SUBMISSION OF PROPOSALS

- 12.1 Completed bid documents should be sealed, clearly marked 'The Presidency' with the correct Bid Number.
- 12.2 The tender submission must be deposited in the bid/tender box that is accessible 24 hours at, Union Building, Government Avenue, Arcadia, Pretoria on or before 03 December 2021 at 11:00 am.
- 12.5 Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.

#### 13. ENQUIRIES

#### For technical enquiries

#### **Contact person:**

Ms. Elna Erasmus (012) 300-5364 or 082 567 6619

Email: <a href="mailto:elna@presidency.gov.za">elna@presidency.gov.za</a> or <a href="mailto:internalaudit@presidency.gov.za">internalaudit@presidency.gov.za</a>

Ms. Eunice Gardiner 082 955 2476 Email: <a href="mailto:eunice@presidency.gov.za">eunice@presidency.gov.za</a>

#### For bidding procedures

#### **Contact persons:**

Ms. Madira Selomo (012) 300-5951

Email: tenders@presidency.gov.za

**GENERAL CONDITIONS OF CONTRACT** 

### THE NATIONAL TREASURY

## **Republic of South Africa**



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**July 2010** 

#### **NOTES**

The purpose of this document is to:

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

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

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

#### TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
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- 6. Patent rights
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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.
- "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.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- "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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>
- **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 security** 7.1 Within thirty (30) days of receipt of the notification of contract award, 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, test and analyses 8.1 All prebidding 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.
  - 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.
  - Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
  - 18. Contract amendments 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
  - **19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

- **20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
  - 21. Delays in the supplier's performance 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
  - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
  - 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
  - 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
  - 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
  - 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without

prejudice to his other rights, be entitled to claim damages from the supplier.

- 22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
  - 23. Termination for default 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
  - 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
  - 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
  - 24. Anti-dumping and countervailing duties and rights 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for

any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping 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 d uties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the
    - 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
    - 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme
- National 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
- 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 purchaser's country.

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)

**ANNEXURES** 



## **TEAM DETAILS**

In this section Bidders must provide details of the full team.

The Bidders must provide a summary chart containing all the people to be used for each type of review to be performed

**Internal Audit (Assurance and Consulting)** 

	Nome		/Dete	Ouglification	Crosific areas of
Position in team	<u>Name</u>	Years of IA	(Date	Qualification	
		<u>experience</u>	<u>from –</u>		Assurance and
			Date to)		Consulting
Engagement					
Partner/Director					
Faither/Director					
Manager					
Assistant					
Manager/Supervisor					
Auditor					
Additor					
Auditor					
A 114					
Auditor					
Auditor					
, taditoi					

# **Internal Audit (Specialised area: Information Technology)**

Position in team	<u>Name</u>	Years of IT experience	(Date from – Date to)	Qualification	Specific areas of Assurance and Consulting
Engagement Partner/Director					
Manager					
Assistant Manager/Supervisor					
Auditor					

# Internal Audit (Specialised area- Performance Audit)

Position in team	<u>Name</u>	Years of Performance Audit experience	(Date from – Date to)	Qualification	Specific areas of Assurance and Consulting
Engagement Partner/Director					
Manager					
Assistant Manager/Supervisor					
Auditor					

## **Other Specialised areas**

Position in team	<u>Name</u>	Years of Other Specialised areas experience	(Date from – Date to)	Qualification	Specific areas of Assurance and Consulting
Engagement Partner/Director					
Manager					
Assistant Manager/Supervisor					
Auditor					

Summary of previous Internal Audit Contracts
Please note that this is a compulsory returnable schedule and will be used for evaluation purposes

Summary of Internal Audit Contracts in the public sector							
Client	From	То	Total Rand	Contact Details**			
	(Date)	(Date)	Value				

CONTACTABLE CLIE	NT		
CONTACTABLE CL	IENT REFERENCE I	NUMBER:	
<b>SECTION 1: GENER</b>		<del></del>	
Name:			
Contact Person:			
Designation/ Position:			
Contact Details:			
E-mail			
address:			
Telephone:		Cellular Number	:
Description of Service	Rendered as follows:	Value of work (i.e. the	service provided):
Type of Audit	Years applicable	Hours	Cost (incl VAT)
Type of Flucit	тешь присцоге	110015	Cost (mer 1711)
SECTION 2: TO BE	COMPLETED BY CO	NTACTABLE CLIEN	T REFERENCE
		ering the stated questions	
Scores must also be ass • 0-49% = POOR • 50 - 69% = SATIS • 70 - 80% = GOOD • 81- 100% = VERY	)	levels:	

Ql	<u>UESTIONS</u>	ANSWERS	SCORING
1.	Did the bidder adhere to the <b>budget</b> and indicated <b>timelines</b> as		
	stipulated within the engagement letters		
2.	Did the audit team add any value by developing		
	recommendations for enhancement or improvement of		
	processes?		
3.	Did the audit team add value to the operations of Internal		
	Audit by providing new innovative ways of auditing		
4.	Was the audit team as proposed by the bidder adequate for		
	the various assignments in the rendering of internal audit services?		
5.	How was the <b>level of service</b> as rendered by the bidder for the		
	duration of the contract?		
6.	How did the bidder adopted to the "new normal" of working		
	remotely. Was the bidder able to still deliver a good product on		
	time ?		
7.	Was the bidder's quality assurance approach sufficient to		
	ensure a robust internal review prior to presenting the product to		

the CAE?						
8. Did the audit team applied data analytics techniques in the						
project? Was it successfully implemented?						
General/ Final comment		(Average of the above)				
The undersigned who warrants that he/ she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his/ her personal knowledge and are to the best of his/ her belief true and correct.						
SIGNATURE:	DATE:					

ENTERPRISE STAMP OF
CONTACTABLE CLIENT REFERENCE
NUMBER

### **PRICING SCHEDULE**

NAME OF BIDDER:			

## Internal Audit services for three operational years

The accompanying information must be used for the calculation of average rate per hour:

These estimated hours are merely for evaluation purposes of this tender and shall not be construed by the Bidder as fixed hours nor as to having any right to claim work and/or payment for the estimated hours. **The hours and % of time spend are provided to ensure comparability of pricing**.

## 1.1 Internal Audit (Assurance and Consulting)

Staff Level	% time spend	Number of hours	Hourly Rate in Rand excluding VAT	Total Cost in Rand Excluding VAT	Cost including VAT		
Engagement Partner/Director	5%	50	R	R	R		
Manager	15%	150	R	R	R		
Assistant Manager/Supervisor	25%	250	R	R	R		
Auditors	55%	550	R	R	R		
TOTAL:	100%	1 000		R	R		
Average rate per hour (Year							
Average per hour (Year 2)							
Average rate per hour (year	Average rate per hour (year 3)						

### 1.2 Internal Audit (Specialised services example IT Audits, Performance Audits)

Staff Level	% time spend	Number of hours	Hourly Rate in Rand excluding VAT	Total Cost in Rand Excluding VAT	Cost including VAT
Engagement Partner/Director	10%	100	R	R	R
Manager	20%	200	R	R	R
Assistant Manager/Supervisor	25%	250	R	R	R
Auditors	45%	450	R	R	R

TOTAL:	100%	1 000	R	R	
Average rate per hour (Year 1)					
Average per hour (Year 2)					
Average rate per hour (year 3)					