



Private Bag X454, PIETERMARITZBURG, 3200

Moses Mabhida Building, 330 Langalibalele Street, Pietermaritzburg, 3200

Tel: 033 897 4440

Invitation to Tender – BID 1238/2022-F

KwaZulu-Natal– Provincial Treasury

Suitable and capable service providers are invited to bid for the appointment of external professional service provider(s) to assist in conducting internal audit services as per internal operational plans at various provincial departments, municipalities, and public entities as and when the need arises during the financial years 2022/23 to 2025/26.

Prequalifying Criteria as condition of tender

- (a) **A bidder must have a level 1 B-BBEE status level contributor and/ or EME or QSE**
- (b) The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**
 - (i) B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; **or**
 - (ii) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the **day, month and year** on which the **annual total revenue** is based on and the level of black ownership that is claimed; **or**
 - (iii) A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE
 - (iv) Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted
 - (v) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a **consolidated B-BBEE status level certificate.**
- (c) Any tenderer that fails to meet the Prequalifying Criteria as condition of tender requirements will be deemed invalid.

Collection of Bid Documents/ Free download of Bid Document

Departmental website at <http://www.kzntreasury.gov.za/Bids.aspx>

The physical address for collection of Tender documents is Ground Floor, Treasury House, 145 Chief Albert Luthuli Street (a.k.a. Commercial Road), corner Chief Albert Luthuli and Church Street, Pietermaritzburg.

Documents may be collected during working hours from **08h00 to 15h30**.

Non-compulsory Briefing Session

The virtual briefing session will be held as follows:

Date: 14 July 2022

Time: 10:00am

Service providers who wish to attend the virtual briefing session need to submit their company names, email addresses and telephone number to acquisition@kzntreasury.gov.za by no later than 12 July 2022

Queries relating to the issue of these documents may be addressed to Ms. T. Dube/ Ms. N. Khuzwayo, Tel. No. (033) 897 4440/0458 and e-mail: THANDEKA.DUBE@kzntreasury.gov.za/ NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za.

The closing date and time for receipt of Tenders is **25 July 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL PROVINCIAL TREASURY					
BID NUMBER:	BID 1238/2022-F	CLOSING DATE:	25 JULY 2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF EXTERNAL PROFESSIONAL SERVICE PROVIDER(S) TO ASSIST IN CONDUCTING INTERNAL AUDIT SERVICES AS PER INTERNAL OPERATIONAL PLANS AT VARIOUS PROVINCIAL DEPARTMENTS, MUNICIPALITIES, AND PUBLIC ENTITIES AS AND WHEN THE NEED ARISES DURING THE FINANCIAL YEARS 2022/23 TO 2025/26.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, TREASURY HOUSE,					
145 CHIEF ALBERT LUTHULI STREET (A.K.A. COMMERCIAL ROAD),					
CORNER CHIEF ALBERT LUTHULI AND CHURCH STREET, PIETERMARITZBURG					
PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS. T. DUBE/ MS. N. KHUZWAYO,		CONTACT PERSON	MS. M. BHAW/ MR. V. NDADZA	
TELEPHONE NUMBER	(033) 897 4440/0458		TELEPHONE NUMBER	(033) 897 4309/4311	
FACSIMILE NUMBER	(033) 897 4562		FACSIMILE NUMBER	(033) 897 4562	
E-MAIL ADDRESS	THANDEKA.DUBE@kzntreasury.gov.za/ NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za		E-MAIL ADDRESS	madhavi.bhaw@kzntreasury.gov.za/ vincent.ndadza@kzntreasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),
WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO
DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION
OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT
MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE-**NOT APPLICABLE**

Kindly note that there will be no compulsory briefing session however bidders will be given an opportunity to seek clarity during the virtual briefing session that will be held on the 14 July 2022

Site/Building/Institution Involved:

Bid Reference No: **Not Applicable**

Goods/Service/Work: _____

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SECTION E

NOT APPLICABLE

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number Bid 1238/2022-F.....
Closing Time 11:00.....	Closing date 25 July 2022.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

-
- Required by:
 - At:

 - Brand and model
 - Country of origin

 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/not firm

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

**ITEM DESCRIPTION
NO.**

**BID PRICE IN RSA CURRENCY WITH ALL
APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

	R.....	
	R.....	
	R.....	
	R.....	
	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	R.....	days
	R.....	days
	R.....	days
	R.....	days
	R.....	days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
			R.....
			R.....
			R.....
			R.....
			R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

3 DECLARATION

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

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

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.

SECTION G

NOT APPLICABLE

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

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

SECTION H

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).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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) **“price”** 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;
- (i) **“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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

.....
.....
9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 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;
- 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 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 –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the 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.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of **(DD/MM/YYYY)** _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/_____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of (DD/MM/YYYY) _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION I

NOT APPLICABLE**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing

any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (h) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (i) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing

any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SECTION J

NOT APPLICABLE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
-	---

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I undertake to make payment for the goods/works as specified in the bidding documents.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
3.
DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

- 3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION K

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 anything 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 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:
 8. 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
 9. a cashier's or certified cheque
- 9.1 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.

10 Inspections, tests and analyses

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.

11 Packing

- 11.1 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.
- 11.2 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.

12 Delivery and documents

- 12.1 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.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

13 Insurance

- 13.1 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.

14 Transportation

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

15 Incidental Services

- 15.1 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.
- 15.2 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.

16 Spare parts

- 16.1 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.

17 Warranty

- 17.1 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.
- 17.2 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.
- 17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 17.4 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.
- 17.5 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.

18 Payment

- 18.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 18.2 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.
- 18.3 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.
- 18.4 Payment will be made in Rand unless otherwise stipulated in SCC.

19 Prices

- 19.1 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.

20 Contract amendments

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

21 Assignment

- 21.1 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.

22 Subcontracts

- 22.1 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.

23 Delays in the supplier's performance

- 23.1 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.

- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

24 Penalties

- 24.1 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.

25 Termination for default

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.

- 25.6 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.

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

- 25.7 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.

26 Anti-dumping and countervailing duties and rights

- 26.1 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.

27 Force Majeure

- 27.1 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.
- 27.2 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.

28 Termination for insolvency

- 28.1 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.

29 Settlement of Disputes

- 29.1 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.
- 29.2 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.
- 29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

29.5 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.

30 Limitation of liability

30.1 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.

31 Governing language

31.1 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.

32 Applicable law

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

33 Notices

33.1 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

33.2 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.

34 Taxes and duties

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

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

34.3 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.

35 National Industrial Participation (NIP) Programme

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

36 Prohibition of Restrictive practices

36.1 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).

36.2 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.

SECTION L

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

- 1.1 Successful bidders will be appointed to the panel for a period of 3 (three) years.

2. EVALUATION CRITERIA

There are 3 evaluation phases main stages in the selection process, namely, ensuring that bids comply with the Pre-qualification criteria, Supply Chain Management Administrative Compliance and the Functionality Criteria.

2.4. Phase 1: Compliance with Pre-qualification criteria:

- In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply a pre-qualification criterion for this bid. Only entities who qualify in terms of the criteria outlined below will be evaluated further for Phase 2, which are Mandatory Requirements.
- Only bidders who meet the below pre-qualification criteria may respond to this bid:

(a) **A bidder must have a level 1 B-BBEE status level contributor and/ or EME or QSE**

- (b) The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**

- (i) B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; **or**
- (ii) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the **day, month and year** on which the **annual total revenue** is based on and the level of black ownership that is claimed; **or**
- (iii) A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE
- (iv) Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted
- (v) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a **consolidated B-BBEE status level certificate.**

Bids, which do not comply with the pre-qualification requirement/s, shall not be considered for Phase 2.

2.5. Phase 2 - Supply Chain Management Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute phase 2 will render the bid invalid

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
PART A	INVITATION TO BID (SBD 1)	✓		COMPULSORY
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	✓		COMPULSORY
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	✓		COMPULSORY
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	✓		COMPULSORY
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	✓		COMPULSORY
SECTION D	OFFICIAL BRIEFING SESSION FORM		✓	NOT APPLICABLE
SECTION E	PRICING SCHEDULE (SBD 3)		✓	NOT APPLICABLE
SECTION F	DECLARATION OF INTEREST (SBD 4)	✓		COMPULSORY
SECTION G	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)		✓	NOT APPLICABLE
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	✓		COMPULSORY
SECTION I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)		✓	NOT APPLICABLE
SECTION J	CONTRACT FORM (SBD 7)		✓	NOT APPLICABLE
SECTION K	GENERAL CONDITIONS OF CONTRACT		✓	
SECTION L	SPECIAL CONDITIONS OF CONTRACT		✓	
SECTION M	AUTHORITY TO SIGN THE BID	✓		COMPULSORY
SECTION N	TERMS OF REFERENCE	✓		COMPULSORY

2.6. Phase 3: Functionality Criteria

Proposals from prospective bidders will be evaluated on functionality in accordance with the following matrix

TECHNICAL SCORECARD	WEIGHT (Maximum Points)	COMPANY SCORE
Technical Skills & Experience/Functionality in respect of the following Categories of Service		
1. Risk Based, Governance & Internal Audits	100	
2. Information Technology Audits	100	
3. Performance Audits	100	
4. Financial Audits	100	
5. Control Self-Assessment and Risk Management	100	
6. Audit Committee technical and expertise services	100	
7. Consulting and Special Projects	100	
Service providers will be admitted to the categories of service where they have attained competency level/s of 65% and higher	65%	

3. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 3.3 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 3.4 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.5 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 3.6 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 3.7 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

SECTION M

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form and failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION N

TERMS OF REFERENCE/ SPECIFICATIONS

APPOINTMENT OF EXTERNAL PROFESSIONAL SERVICE PROVIDER(S) TO ASSIST IN CONDUCTING INTERNAL AUDIT SERVICES AS PER INTERNAL OPERATIONAL PLANS AT VARIOUS PROVINCIAL DEPARTMENTS, MUNICIPALITIES, AND PUBLIC ENTITIES AS AND WHEN THE NEED ARISES DURING THE FINANCIAL YEARS 2022/23 to 2025/26.

1. BACKGROUND

- 1.2 The KwaZulu-Natal Provincial Internal Audit Services (PIAS) is obligated to: -
- 1.1.1 Provide internal audit services, as contemplated in the PFMA and Chapter 3 of the Treasury Regulations to all provincial departments, municipalities, and provincial public entities;
 - 1.1.2 Provide risk and governance-related consulting services,
 - 1.1.3 In terms of Public Finance Management Act (PFMA) and the Municipal Finance Management Act (MFMA), to provide internal audit and risk management related support services to the municipalities, provincial departments, municipal entities; and
 - 1.1.4 Provide other special project management related services.
 - 1.1.5 Provide Audit Committee support
- 1.3 The PIAS seek to appoint a panel of service providers with expertise and service offerings in internal audit services. The assistance is frequently required at short notice and it is therefore the intention of the PIAS to compile a list of experienced and competent service providers in the various categories of internal audit services that are outlined below:
- 1.3.1 Risk Based, Governance & Internal Audits
 - 1.3.2 Information Technology Audits;
 - 1.3.3 Performance Audits;
 - 1.3.4 Financial Audits;
 - 1.3.5 Control Self-Assessment and Risk Management;
 - 1.3.6 Audit Committee technical and expertise services; and
 - 1.3.7 Consulting and Special Projects, e.g.
 - 1.3.7.1 Environmental Audits;
 - 1.3.7.2 Infrastructure Related Audits;
 - 1.3.7.3 Review and development of various governance related support services (e.g. Business Continuity Plans (BCP) reviews, IT governance frameworks, etc.)

2 OBJECTIVES

- 2.1 The main objective of the PIAS is to add value to its clients through:
- 2.1.1 Enhanced internal audit and risk management services;
 - 2.1.2 Value added internal audit and risk management technical support services;
 - 2.1.3 Enhanced governance related support services, in particular, ensuring that these services are sufficiently extended to the provincial departments, public entities and municipalities where required; and
 - 2.1.4 Strengthening the Provincial Audit & Risk Committee.

3 SCOPE OF WORK

- 3.1 The following categories of services may be required by the Provincial Internal Audit Services on an “as and when needed” over a minimum of three years, starting from the 2022/23 to 2025/26 financial year.

Category of IA Services	Description of Services required
1. Risk Based, Governance & Internal Audits	Conduct risk and other regulatory audits, conduct PFMA, MFMA and other Governance compliance reviews and provide training and development.
2. Information Technology Audits	Conduct Information Technology audits, provide support on computer-assisted audit techniques (CAATs) and provide training and development.
3. Performance Audits	Conduct performance audits and provide training and development.
4. Financial Audits	Financial statement reviews, review of internal financial controls.
5. Control Self-Assessment and Risk Management	Assist with the review and development of risk management policies and frameworks; facilitation of risk assessments; assist with the identification of risks; assist with the risk management and governance-related training/workshops; and assist with the provision of risk management information systems.
6. Audit Committee technical and expertise services	Provide technical and expertise services to support Audit Committee with various and/or related services that may be required.
7. Consulting and Special Projects	Assist with the review and development of governance practices/frameworks, including business continuity plans, occupational health and safety (OHS) risk assessments, IT governance and security and any other governance related activities deemed necessary in terms of PIAS support to its clients. This include audit projects that may require special skills in areas such as environmental projects, infrastructure/ construction projects, etc.

4 EVALUATION GUIDE

- 4.1 Proposals may be submitted for any or all of the categories of service listed in the Scope of Work (in Paragraph 3 above). Service providers must indicate whether they would like to serve in **more than one** category of service as listed under the Scope of Work.
- 4.2 If the service provider desires to be in more than one category they must provide their proposals distinguishing between each category as mentioned above; failure to indicate a category, will lead to an automatic disqualification. ***In simple terms, the service providers are required to prepare proposals (including CVs) for each category of service applied.***
- 4.3 The selection of the service providers to be placed on the panel will be subject to the criteria set out in **Evaluation Criteria**. **Guide for the selection of suitable service providers will be undertaken on the following basis:**

4.3.1 Approach and Methodology

The bidder must demonstrate the understanding of the category of services tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment. The bidder must submit a detailed project plan indicating the following:

- a) **Developing, implementing, monitoring and managing solutions to address the category of service**
Solutions must include compliance with applicable legislation and best practices relating to the category of service and must include the detailed scope of work to be performed.
- b) **Reporting**
 - Reporting processes relevant to the category of service;
 - Reporting tools to be developed and implemented;

- Templates and checklists
- c) **Transfer of Skills (Training)**
 - Transfer of Skills Plan
 - On the Job Training Methodology
 - Formal Training /Workshop
 - Tools to be developed and implemented
- d) **Project Management**
 - Methodology
 - Project Management Tool.

5 Prior Company Experience

The following must be submitted:

- 5.1 A company profile including history, group structure, operations, logistics, and related companies and services; illustrating how they are structured to provide internal audit service and years of practical experience on the similar assignments undertaken at various organizations.
- 5.2 Three (3) contactable references for each category of service applied, must be provided from clients detailing the actual work completed per relevant category/categories of services.
- 5.3 The reference letter must indicate the following:
 - a) Confirm that the bidder had successfully executed the project
 - b) Reference name and contact numbers
 - c) Name of the organization where the work was undertaken
 - d) The duration of the project start and end date (day, month and year)

The bidders are advised that three (3) contactable references refers to three (3) letters for three (3) different projects i.e. one (1) reference letter per project. Bidders to note that if they submit one (1) letter with different projects still that letter will be treated as one (1) project regardless of the number of projects in one (1) letter. The letters should be coming from the organization that previously appointed your company/firm to implement the audit project or anything similar on behalf of the appointing organization.

Kindly note: The letters of reference submitted must be for projects undertaken by the firm or bidder in the previous seven years.

6 Key Personnel

- 6.1 The experience and qualification of the firm's key personnel (specialists):
 - Firm must submit **ONLY three (3) CVs** of specialists per category of service, who are actively employed by the firm, that demonstrate their extensive experience in the category of service as per the category of services the bidder is tendering for, as mentioned above in paragraph 3.1.
- 6.2 The firm must provide the following for each of the three resources/ personnel:
 - 6.2.1 A comprehensive curriculum vitae indicating the key performances relating to the category of service/s being applied/submitted for.
 - 6.2.2 Certified copies of qualifications (International qualification needs to be verified by SAQA)
 - 6.2.3 Duration of working experience start and end date (day, month and year).
 - 6.2.4 Contactable references.
 - 6.2.5 Membership of an accredited body. There must be a statement of whether the resource is an ordinary member (student/corporate, etc), whether the resource is qualified and hence needs to be a member in order to maintain CPD hours and to carry/attach the designation to his/her name.

NB: It is imperative that the bidder must ensure that the Curriculum Vitaes (CVs) submitted are not included in other bidder's proposals. Should a duplication of CVs be identified across proposals, such CVs will be disregarded for both bidder's during the evaluation process.

6.3 In addition to the above requirements, service providers must demonstrate how they will maintain full support services which include the following:

- 6.3.1 Management of resources;
- 6.3.2 Project Management, if required;
- 6.3.3 Guarantee of quality in all work produced for co-sourced or out-sourced projects and products developed and services provided; and
- 6.3.4 Contractual control, responsibility and liability for all resources, and all work outsourced and co-sourced.

7 DELIVERABLES

- 7.1 The output requirement is to provide the PIAS with the required reports with all supporting documents/evidence, manpower, training workshops and sessions undertaken, etc., as and when required.
- 7.2 The service providers will be required to sign a Consultancy Panel Agreement. The approved list of service providers must have the capacity, functional skills and experience, to provide the services required at a level acceptable to KZN Provincial Treasury.
- 7.3 Engagement letters will be signed between the service provider and the KZN Provincial Treasury for each assignment awarded.

8 COMPETENCY/EXPERTISE REQUIRED

- 8.1 Service Providers and their resources must have the following minimum competencies and expertise:
 - 8.1.1 Knowledge and expertise in the application of the best practice audit methodologies suitable for the public sector institutions, and preferably the Provincial Internal Audit Methodology.
 - 8.1.2 A clear understanding of the dynamics of the KwaZulu-Natal Provincial Government, local municipalities, and public entities.
 - 8.1.3 Knowledge and experience in the workings of the Government systems which include Basic Accounting System (BAS), Personnel Salary System (PERSAL), HARDCAT, Vulindlela, and etc.
 - 8.1.4 Knowledge and experience in the workings of TeamMate, and the Cura Risk Management system.
 - 8.1.5 Knowledge and experience in the workings of data analytics tools such as ACL.
 - 8.1.6 Thorough knowledge of the PFMA, MFMA, associated regulations, practice notes, instruction notes and MFMA circulars.
 - 8.1.7 Thorough knowledge and understanding of the Government Annual Financial Statement requirements including the Modified Cash Standard, and Generally Recognized Accounting Practice (GRAP).
 - 8.1.8 Competency of specialist internal audit teams in performing various audits.
 - 8.1.9 Ability to transfer skills and expertise to Provincial Internal Auditors.
 - 8.1.10 Service providers shall provide only personnel with the required competency and skills necessary to complete the task assigned.
 - 8.1.11 Report writing skills.
 - 8.1.12 Practical knowledge and technical skills on PFMA, MFMA and other relevant public sector practices.

9 COMMUNICATION AND REPORTING

- 9.1 The successful bidder(s) will report to the DDG Internal Audit Unit/Chief Audit Executive (CAE) and/or his/her delegated representatives in relation to various assignments, according to agreed terms as would be documented on the subsequent engagement letters or contracts.
- 9.2 Particular projects may be initiated by means of written instructions to the successful bidders on a random basis, backed by verbal briefings where necessary.

10 DETAILS OF SERVICE PROVIDER'S PROPOSAL

10.1 Proposals may be submitted for any or all of the categories listed in the Scope of Work (in Paragraph 3.1 above). Proposals must clearly indicate which category/categories the bidder is responding to and include the following:

Category of service	Mark with an "X" the service being applied for	Comments
Risk Based, Governance & Internal Audits		
Information Technology Audits;		
Performance Audits;		
Financial Audits;		
Control Self-Assessment and Risk Management;		
Audit Committee technical and expertise services; and		
Consulting and Special Projects.		

10.2 Prospective service providers must provide information in the following sequence:

- 10.2.1 Company Profile.
- 10.2.2 Approach and Methodology for each category of service (refer 3.1 above). The Approach and Methodology must be restricted to 5 pages per category of service.
- 10.2.3 Technical skills and experience in relation to each Category of Service.
- 10.2.4 Profiles of Resources (Curriculum Vitae, including certified copies of qualifications) of consultants/specialists who are considered suitable to undertake projects in relation to each Category of Service detailed in paragraph 3.1 above.
- 10.2.5 Practical experience on similar assignments undertaken in the Public Sector, stating the nature of the assignments and the deliverables achieved in relation to each Category of Service detailed in paragraph 3.1 above;
- 10.2.6 Reference letters including names and current contact details (landline numbers, cellphone numbers and email addresses) of references, for practical experience and similar assignments indicated under 10.2.5 above, who are able to confirm the nature, content and quality of output provided.

Please note that this is a panel appointment and hence fees are not required for this submission.

10.3 Where an entity forms a joint venture or a consortium with another/other entity/entities, the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.

11 CONTRACT DURATION

11.1 Successful bidders will be appointed to the panel for a period of 3 (three) years.

12 CONDITIONS

12.1 As and when assignments are agreed upon, the KZN Provincial Treasury will stipulate the rates to be paid per hour per consultant, dependent on the level of experience and knowledge required for that assignment. The service level agreement or Letter of Engagement relating to the particular assignment will stipulate such rates and/or a total budget and will need to be signed prior to commencement of each assignment.

- 12.2 All prospective bidders shall have to treat all available data provided by the KZN Provincial Treasury as strictly confidential and not available for any form of distribution or use other than on the project in respect of which the information was made available for, unless written approval from the Head of Department of KZN Provincial Treasury is obtained in advance;
- 12.3 Successful bidders must be in a position to commence work within ten (10) calendar days of the awarding of a contract relating to an assignment;
- 12.4 The bidder's staff complement must address the demographics of the country in line with government policies and the bidder must provide evidence that is in compliance with transformation in terms of the provisions relating to Broad Based Black Economic Empowerment (B-BBEE);
- 12.5 Payment for work on any assignment will only be made when the KZN Provincial Treasury is satisfied with the standard of output delivered by the service provider.
- 12.6 It is further imperative that the bidder ensures that the curriculum vitae of individual resources are not included in other bidder proposals. Should a duplication of curriculum vitae be identified across proposals, such curriculum vitae will be disregarded for the affected bidders during evaluation.
- 12.7 During the implementation of the panel, a shortlist will be established whenever the proposals would have been requested through TOR, and the short listed bidders may be invited to do a presentation on their proposals at their own cost should it be deemed necessary by the KZN Provincial Treasury. Bidders' presentations will be evaluated individually on the score sheet by the Evaluation Panel on the criteria to be determined at the time.
- 12.8 Alternatively, to the above (12.7), service providers on the panel may be allocated assignments by the KZN Provincial Treasury through pre-allocation model, based on their assessed suitability for the projects. The selected service providers would be required to satisfy the deliverables identified at an acceptable level and work within the budgets determined for each assignment. Where the work involved is relatively simple and can be precisely defined, the KZN Provincial Treasury will as far as possible, attempt to assign tasks equitably amongst service providers.
- 12.9 KZN Provincial Treasury will set and determine the rate per hour payable (inclusive of Disbursements) and advise the total budget (inclusive of VAT) in respect of each assignment, prior to awarding it.

13 EVALUATION CRITERIA

- 13.1 Evaluation will be based on:

Evaluation Element	
Phase 1	Pre-qualification criteria
Phase 2	Supply Chain Management Administrative Compliance
Phase 3	Functionality Criteria

13.2 Phase 1: Compliance with Pre-qualification criteria:

- In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply a pre-qualification criterion for this bid. Only entities who qualify in terms of the criteria outlined below will be evaluated further for Phase 2, which are Mandatory Requirements.
- Only bidders who meet the below pre-qualification criteria may respond to this bid:
 - (a) **A bidder must have a level 1 B-BBEE status level contributor and/ or EME or QSE**
 - (b) The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**
 - (i) B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; **or**
 - (ii) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the **day, month and year** on which the **annual total revenue** is based on and the level of black ownership that is claimed; **or**

- (iii) A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE
- (iv) Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted
- (v) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a **consolidated B-BBEE status level certificate**.

Bids, which do not comply with the pre-qualification requirement/s, shall not be considered for Phase 2.

13.3 Phase 2: Supply Chain Management Administrative Compliance

The below are Mandatory Supply Chain Management Administrative Compliance:

Registration on the Central Suppliers Database	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Invitation to Bid- SBD 1	Completed and signed
Declaration of Interest – SBD 4	Completed and signed
Authority to Sign a Bid: COMPANIES	Section M must be completed and signed Resolution letter from the director must be attached
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	Section M must be completed and signed Resolution letter from the director must be attached
Authority to Sign a Bid: PARTNERSHIP	Section M must be completed and signed Resolution letter from the director must be attached
Authority to Sign a Bid: CLOSE CORPORATION	Section M must be completed and signed Resolution letter from the director must be attached
Authority to Sign a Bid: CO-OPERATIVE	Section M must be completed and signed Resolution letter from the director must be attached
Authority to Sign a Bid: JOINT VENTURE/ CONSORTIUM	Section M must be completed and signed Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

NB: Failure to submit and or complete any of the required documents shall nullify the offer submitted. Bids that did not comply with all Phase 1: Supply Chain Management Administrative Compliance shall not be considered for Phase 2.

13.4 Phase 3: Functionality Criteria

Proposals from prospective bidders will be evaluated on functionality in accordance with the following matrix

TECHNICAL SCORECARD	WEIGHT (Maximum Points)	COMPANY SCORE
Technical Skills & Experience/Functionality in respect of the following Categories of Service		
1.Risk Based, Governance & Internal Audits	100	
2.Information Technology Audits	100	
3.Performance Audits	100	
4.Financial Audits	100	
5.Control Self-Assessment and Risk Management	100	
6.Audit Committee technical and expertise services	100	
7.Consulting and Special Projects	100	
<i>Service providers will be admitted to the categories of service where they have attained competency level/s of 65% and higher</i>	65%	

13.5 The scoring in respect of **Risk Based, Governance & Internal Audits** will be as follows:

RISK BASED, GOVERNANCE & INTERNAL AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Methodology and Approach	<ul style="list-style-type: none"> ▪ Developing, implementing, monitoring and managing solutions to address the category of service <p>The bidder must demonstrate the understanding of the Risk Based, Governance & Internal Audits tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment.</p> <p>The bidder must submit a detailed methodology and approach.</p>	<ul style="list-style-type: none"> ➤ Details of the methodology and approach per each of the five (5) phases of the audit process = 25 Points (maximum points per each phase = 5) ➤ Not submitted/ not relevant to the category = 0 	25
	<ul style="list-style-type: none"> ▪ Reporting 	<p>Reporting</p> <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service (In addition to the template and checklist above) = 3 Points ➤ Reporting tools to be developed and implemented (in addition to the template and checklist as well as the reporting processes relevant to the category of service) = 3 Points 	7
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	<p>Transfer of skills</p> <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points <p>Kindly note that in order to get all points, one will need to have all the above in place.</p>	10
	<ul style="list-style-type: none"> ▪ Project Management 	<p>Project Management</p> <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points <p>Kindly note, that in order to get all points, one will need to have all the above in place.</p>	5
Total for Methodology and Approach			47

RISK BASED, GOVERNANCE & INTERNAL AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Company Experience	<p>A company profile including history, group structure, staff capacity, operations, logistics, and related companies and services; illustrating how they are structured to provide Risk Based, Governance & Internal Audits and years of practical experience on the similar assignments undertaken at various organizations.</p> <p>Contactable reference letters for Risk Based, Governance & Internal Audit assignments must be provided from clients detailing the actual work completed that relate to the Risk Based, Governance & Internal Audits. <i>(The bidders are advised that three contactable references refers to three (3) letters for three (3) different projects i.e. one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to implement the audit project or anything similar on behalf of the appointing organization.)</i></p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project • Referee name and contact numbers • Name of the organization where the work was undertaken • The duration of the project (start and end date - day/month/year) 	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, operations, logistics, and related companies and services; etc. = 0 ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project/no reference letter = 0 	20
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> • Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Risk Based, Governance & Internal Audits. <i>The three (3) CVs must be comprised of one (1) for senior/director/partner and two (2) of the team members or supporting staff. If all the CVs submitted are of the senior/director/partner, ONLY one CV will be considered.</i> <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae 	<p>Individual Qualification & Professional Body Registration</p> <p>(5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant Qualification = 3 points <ul style="list-style-type: none"> - Degree Certificate = 2 	15

RISK BASED, GOVERNANCE & INTERNAL AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p>indicating the key performances relating to the Risk Based, Governance & Internal Audits.</p> <ul style="list-style-type: none"> • Certified copies of qualifications • Professional BodyRegistration • Duration of working experience (day/month/year to day/month/year) • Contactable references 	<p>- Professional Body Registration = 1</p> <p>➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points</p> <p>- Honours/CTA Certificate = 3</p> <p>- Professional Body Registration = 1</p> <p>➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points</p> <p>- NQF 9 Certificate = 4</p> <p>- Professional Body Registration = 1</p> <p>Individual Auditing Experience (6X3) = 18</p> <p>➤ 1 year = 1 Point</p> <p>➤ 2 years = 2 Points</p> <p>➤ 3 years = 3 Points</p> <p>➤ 4 years = 4 Points</p> <p>➤ 5 years = 5 Points</p> <p>➤ > 5 years = 6 Points</p>	18
Total for Key Personnel			33
Total Score for Risk Based, Governance & Internal Audits			100
Minimum functionality threshold (Points 65) 65%			

13.6 The scoring in respect of **Information Technology Audits** will be as follows:

INFORMATION TECHNOLOGY AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Methodology and Approach	<ul style="list-style-type: none"> ▪ Developing, implementing, monitoring and managing solutions to address the category of service <p>The bidder must demonstrate the understanding of the Information Technology Audits tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment.</p> <p>The bidder must submit a detailed methodology and approach.</p>	<ul style="list-style-type: none"> ➤ Details of the methodology and approach per each of the five (5) phases of the audit process = 25 Points (maximum points per each phase = 5) ➤ Not submitted/ not relevant to the category = 0 	25
	<ul style="list-style-type: none"> ▪ Reporting 	<p>Reporting</p> <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service = 3 Points ➤ Reporting tools to be developed and implemented = 3 Points 	7
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	<p>Transfer of skills</p> <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points 	10
	<ul style="list-style-type: none"> ▪ Project Management 	<p>Project Management</p> <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points 	5
Total for Methodology and Approach			47

INFORMATION TECHNOLOGY AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Company Experience	<p>A company profile including history, group structure, staff capacity, operations, logistics, and related companies and services; illustrating how they are structured to provide Information Technology Audits and years of practical experience on the similar assignments undertaken at various organizations.</p> <p>Contactable reference letters for IT Audit assignments must be provided from clients detailing the actual work completed that relate to the IT Audits. (<i>The bidders are advised that three contactable references refers to three (3) letters for three (3) different projects i.e. one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to implement the audit project or anything similar on behalf of the appointing organization.</i>)</p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project • Referee name and contact numbers • Name of the organization where the work was undertaken • Duration of working experience (day/month/year To day/month/year) 	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, operations, logistics, and related companies and services; etc. = 0 ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project = 0 	20
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> ➤ Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Information Technology Audits. The three (3) CVs must be comprised of one (1) for senior/director/partner and two (2) of the team members or supporting staff. If all the CVs submitted are of the senior/director/partner, ONLY one CV will be considered. <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae indicating the key performances relating 	<p>Individual Qualification & Professional Body Registration</p> <p>(5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant 	5

INFORMATION TECHNOLOGY AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p>to the IT Audits.</p> <ul style="list-style-type: none"> • Certified copies of qualifications • Professional Body Registration Duration of working experience (day/month/year to day/month/year) • Contactable references 	<p>Qualification = 3 points</p> <ul style="list-style-type: none"> - Degree Certificate = 2 - Professional Body Registration = 1 <p>➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points</p> <ul style="list-style-type: none"> - Honours/CTA Certificate = 3 - Professional Body Registration = 1 <p>➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points</p> <ul style="list-style-type: none"> - NQF 9 Certificate = 4 - Professional Body Registration = 1 <p>Individual Auditing Experience (6X3) = 18</p> <ul style="list-style-type: none"> ➤ 1 year = 1 Point ➤ 2 years = 2 Points ➤ 3 years = 3 Points ➤ 4 years = 4 Points ➤ 5 years = 5 Points ➤ > 5 years = 6 Points 	18
Total for Key Personnel			33
Total Score for Information Technology Audits			100
Minimum functionality threshold (Points 65) 65%			

13.7 The scoring in respect of **Performance Audits** will be as follows:

PERFORMANCE AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Methodology and Approach	<ul style="list-style-type: none"> ▪ Developing, implementing, monitoring and managing solutions to address the category of service <p>The bidder must demonstrate the understanding of the Performance Audit tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment.</p> <p>The bidder must submit a detailed methodology and approach.</p>	<ul style="list-style-type: none"> ➤ Details of the methodology and approach per each of the five (5) phases of the audit process = 25 Points (maximum points per each phase = 5) ➤ Not submitted/ not relevant to the category = 0 	25
	<ul style="list-style-type: none"> ▪ Reporting 	<p>Reporting</p> <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service = 3 Points ➤ Reporting tools to be developed and implemented = 3 Points 	7
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	<p>Transfer of skills</p> <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points 	10
	<ul style="list-style-type: none"> ▪ Project Management 	<p>Project Management</p> <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points 	5
Total for Methodology and Approach			47
Company Experience	<p>A company profile including history, group structure, operations, logistics, and related companies and services; illustrating how they are structured to provide Performance Audit and years of practical experience on the similar assignments undertaken at various organizations.</p> <p>Contactable reference letters for Performance Audit must be provided from clients detailing the actual work completed that relate to the Performance Audit services. <i>(The bidders are advised that three contactable references refers to three (3) letters for three (3) different projects i.e.</i></p>	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, operations, logistics, and related companies and services; etc. = 0 	20

PERFORMANCE AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p>one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to implement the audit project or anything similar on behalf of the appointing organization.)</p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project • Referee name and contact numbers • Name of the organization where the work was undertaken • The duration of the project (start and end date) 	<ul style="list-style-type: none"> ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project = 0 	
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> • Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Performance Audit. The three (3) CVs must be comprised of one (1) for senior/director/partner and two (2) of the team members or supporting staff. <p><u>If all the CVs submitted are of the senior/director/partner, ONLY one CV will be considered.</u></p> <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae indicating the key performances relating to the Performance Audit. • Certified copies of qualifications • Professional Body Registration Duration of working experience (day/month/year to day/month/year) • Contactable references 	<p>Individual Qualification & Professional Body Registration (5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant Qualification = 3 points <ul style="list-style-type: none"> - Degree Certificate = 2 - Professional Body Registration = 1 ➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points <ul style="list-style-type: none"> - Honours/CTA Certificate = 3 - Professional Body Registration = 1 ➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points <ul style="list-style-type: none"> - NQF 9 Certificate = 4 	15

PERFORMANCE AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
		<ul style="list-style-type: none"> - Professional Body Registration = 1 Individual Auditing Experience (6X3) = 18 ➤ 1 year = 1 Point ➤ 2 years = 2 Points ➤ 3 years = 3 Points ➤ 4 years = 4 Points ➤ 5 years = 5 Points ➤ > 5 years = 6 Points 	18
Total for Key Personnel			33
Total Score for Performance Auditing			100
Minimum functionality threshold (Points 65) 65%			

13.8 The scoring in respect of **Control Self-Assessment and Risk Management** will be as follows:

CONTROL SELF-ASSESSMENT AND RISK MANAGEMENT		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Methodology and Approach	<ul style="list-style-type: none"> ▪ Developing, implementing, monitoring and managing solutions to address the category of service <p>The bidder must demonstrate the understanding of the Control Self-Assessment and Risk Management tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment.</p> <p>The bidder must submit a detailed methodology and approach.</p>	<ul style="list-style-type: none"> ➤ Details of the methodology and approach per each of the three (3) phases of the audit process = 27 Points (maximum points per each phase = 9) ➤ Not submitted/ not relevant to the category = 0 	27
	<ul style="list-style-type: none"> ▪ Reporting 	<p>Reporting</p> <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service = 2 Points ➤ Reporting tools to be developed and implemented = 2 Points 	5
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	<p>Transfer of skills</p> <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points 	10
	<ul style="list-style-type: none"> ▪ Project Management 	<p>Project Management</p> <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points 	5
Total for Methodology and Approach			47

CONTROL SELF-ASSESSMENT AND RISK MANAGEMENT		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Company Experience	<p>A company profile including history, group structure, staff capacity, operations, logistics, and related companies and services; illustrating how they are structured to provide Control Self-Assessment and Risk Management and years of practical experience on the similar assignments undertaken at various organizations.</p> <p>A minimum of three (3) contactable reference letters Control Self-Assessment and Risk Management services must be provided from clients detailing the actual work completed that relate to the Control Self-Assessment and Risk Management services. <i>(The bidders are advised that three contactable references refers to three (3) letters for three (3) different projects i.e. one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to implement the similar service(s) on behalf of the appointing organization.)</i></p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project • Referee name and contact numbers • Name of the organization where the work was undertaken • The duration of the project (start and end date) 	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, operations, logistics, and related companies and services; etc. = 0 ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project = 0 	20
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> • Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Control Self-Assessment and Risk Management. The three (3) CVs must be comprised of one (1) for senior/director/partner and two (2) of the team members or supporting staff. If all the CVs submitted are of the senior/director/partner, ONLY one CV will be considered. <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae indicating the key performances relating to 	<p>Individual Qualification & Professional Body Registration</p> <p>(5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant Qualification = 3 points 	15

CONTROL SELF-ASSESSMENT AND RISK MANAGEMENT		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p>the Control Self-Assessment & Risk Management.</p> <ul style="list-style-type: none"> • Certified copies of qualifications • Professional Body Registration Duration of working experience (day/month/year to day/month/year) • Contactable references 	<ul style="list-style-type: none"> - Degree Certificate = 2 - Professional Body Registration = 1 ➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points - Honours/CTA Certificate = 3 - Professional Body Registration = 1 ➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points - NQF 9 Certificate = 4 - Professional Body Registration = 1 <p>Individual Auditing Experience (6X3) = 18</p> <ul style="list-style-type: none"> ➤ 1 year = 1 Point ➤ 2 years = 2 Points ➤ 3 years = 3 Points ➤ 4 years = 4 Points ➤ 5 years = 5 Points ➤ > 5 years = 6 Points 	18
Total for Key Personnel			33
Total Score for Control Self-Assessment and Risk Management			100
Minimum functionality threshold (Points 65) 65%			

13.9 The scoring in respect of **Consulting and Special Projects** will be as follows:

CONSULTING AND SPECIAL PROJECTS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Methodology and Approach	<ul style="list-style-type: none"> ▪ Developing, implementing, monitoring and managing solutions to address the category of service <p>The bidder must demonstrate the understanding of the Consulting and Special Projects tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment.</p> <p>The bidder must submit a detailed methodology and approach.</p>	<ul style="list-style-type: none"> ➤ Details of the methodology and approach per each of the five (5) phases of the audit process = 25 Points (maximum points per each phase = 5) ➤ Not submitted/ not relevant to the category = 0 	25
	<ul style="list-style-type: none"> ▪ Reporting 	<p>Reporting</p> <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service = 3 Points ➤ Reporting tools to be developed and implemented = 3 Points 	7
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	<p>Transfer of skills</p> <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points 	10
	<ul style="list-style-type: none"> ▪ Project Management 	<p>Project Management</p> <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points 	5
Total for Methodology and Approach			47
Company Experience	<p>A company profile including history, group structure, staff capacity, operations, logistics, and related companies and services; illustrating how they are structured to provide Consulting and Special Projects and years of practical experience on the similar assignments undertaken at various organizations.</p> <p>Contactable reference letters Consulting and Special Projects must be provided from clients detailing the actual work completed that relate</p>	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, 	20

CONSULTING AND SPECIAL PROJECTS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p>to the Consulting and Special Projects. (<i>The bidders are advised that three (3) contactable references refers to three (3) letters for three (3) different projects i.e. one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to implement the audit project or anything similar on behalf of the appointing organization.</i>)</p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project • Referee name and contact numbers • Name of the organization where the work was undertaken • The duration of the project (start and end date) 	<p>operations, logistics, and related companies and services; etc. = 0</p> <ul style="list-style-type: none"> ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project = 0 	
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> • Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Consulting and Special Projects. <i>The three (3) CVs must be comprised of one (1) for senior/director/partner and two (2) of the team members or supporting staff. If all the CVs submitted are of the senior/director/partner, ONLY one CV will be considered.</i> <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae indicating the key performances relating to the Consulting & Special Projects. • Certified copies of qualifications • Professional Body Registration • Duration of working experience (day/month/year to day/month/year) • Contactable references 	<p>Individual Qualification & Professional Body Registration</p> <p>(5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point = 1 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant Qualification = 3 points <ul style="list-style-type: none"> - Degree Certificate = 2 - Professional Body Registration = 1 ➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points <ul style="list-style-type: none"> - Honours/CTA Certificate = 3 	15

CONSULTING AND SPECIAL PROJECTS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
		<ul style="list-style-type: none"> - Professional Body Registration = 1 ➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points - NQF 9 Certificate = 4 - Professional Membership Certificate = 1 <p>Individual Auditing Experience (6X3) = 18</p> <ul style="list-style-type: none"> ➤ 1 year = 1 Point ➤ 2 years = 2 Points ➤ 3 years = 3 Points ➤ 4 years = 4 Points ➤ 5 years = 5 Points ➤ > 5 years = 6 Points 	18
Total for Key Personnel			33
Total Score for Consulting and Special Projects			100
Minimum functionality threshold (Points 65) 65%			

13.10 The scoring in respect of **Financial Audits** will be as follows:

FINANCIAL AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Methodology and Approach	<ul style="list-style-type: none"> ▪ Developing, implementing, monitoring and managing solutions to address the category of service <p>The bidder must demonstrate the understanding of the Financial Audits tendered for by elaborating on methodology and approach that would be required to successfully execute an assignment.</p> <p>The bidder must submit a detailed methodology and approach.</p>	<ul style="list-style-type: none"> ➤ Details of the methodology and approach per each of the five (5) phases of the audit process = 25 Points (maximum points per each phase = 5) ➤ Not submitted/ not relevant to the category = 0 	25
	<ul style="list-style-type: none"> ▪ Reporting 	<p>Reporting</p> <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service = 3 Points ➤ Reporting tools to be developed and implemented = 3 Points 	7
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	<p>Transfer of skills</p> <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points 	10
	<ul style="list-style-type: none"> ▪ Project Management 	<p>Project Management</p> <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points 	5
Total for Methodology and Approach			47
Company Experience	<p>A company profile including history, group structure, staff capacity, operations, logistics, and related companies and services; illustrating how they are structured to provide Financial Audits and years of practical experience on the similar assignments undertaken at various organizations.</p> <p>Contactable reference letters for Financial Audits must be provided from clients detailing the actual work completed that relate to the Financial Audits. (<i>The bidders are advised that</i></p>	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, operations, logistics, and related companies 	20

FINANCIAL AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p><i>three contactable references refers to three (3) letters for three (3) different projects i.e. one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to implement the audit project or anything similar on behalf of the appointing organization.)</i></p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project • Referee name and contact numbers • Name of the organization where the work was undertaken • The duration of the project (start and end date) 	<p>and services; etc. = 0</p> <ul style="list-style-type: none"> ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project = 0 	
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> • Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Financial Audits. <i>The three (3) CVs must be comprised of one (1) for senior/director/partner and two (2) of the team members or supporting staff. If all the CVs submitted are of the senior/director/partner, ONLY one CV will be considered.</i> <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae indicating the key performances relating to the Financial Audits. • Certified copies of qualifications • Professional Body Registration • Duration of working experience (day/month/year to day/month/year) • Contactable references 	<p>Individual Qualification & Professional Body Registration</p> <p>(5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant Qualification = 3 points <ul style="list-style-type: none"> - Degree Certificate = 2 - Professional Body Registration = 1 ➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points <ul style="list-style-type: none"> - Honours/CTA Certificate = 3 - Professional Body Registration = 1 ➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points 	15

FINANCIAL AUDITS		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
		<ul style="list-style-type: none"> - NQF 9 Certificate = 4 - Professional Body Registration = 1 <p>Individual Auditing Experience (6X3) = 18</p> <ul style="list-style-type: none"> ➤ 1 year = 1 Point ➤ 2 years = 2 Points ➤ 3 years = 3 Points ➤ 4 years = 4 Points ➤ 5 years = 5 Points ➤ > 5 years = 6 Points 	18
Total for Key Personnel			33
Total Score for Financial Audits			100
Minimum functionality threshold (Points 65) 65%			

13.11 The scoring in respect of **Audit Committee technical and expertise services** will be as follows:

AUDIT COMMITTEE TECHNICAL AND EXPERTISE SERVICES		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
Brief Technical Guide – Audit Committee Oversight (KZN Provincial Government)	The bidder must demonstrate the understanding of the Work of the Audit Committee (Audit Committee technical and expertise services) tendered for by providing a brief technical guide or procedures on the oversight role played by the Audit Committee. The bidder must submit a brief, but detailed technical guide or procedures on the oversight role played by the Audit Committee.	<ul style="list-style-type: none"> ➤ Details of the technical guide must cover five (5) key areas on the oversight role played by the Audit Committee = 25 Points (maximum points per each key area = 5) ➤ Not submitted/ not relevant to the category = 0 	25
	<ul style="list-style-type: none"> ▪ Reporting 	Reporting <ul style="list-style-type: none"> ➤ Template & checklist = 1 Points ➤ Reporting processes relevant to the category of service = 3 Points ➤ Reporting tools to be developed and implemented = 3 Points 	7
	<ul style="list-style-type: none"> ▪ Transfer of Skills (Training) 	Transfer of skills <ul style="list-style-type: none"> ➤ Plan = 2 Points ➤ On the Job Training = 2 Points ➤ Formal Training/Workshop = 2 Points ➤ Tools to be developed and implemented = 4 Points 	10
	<ul style="list-style-type: none"> ▪ Project Management 	Project Management <ul style="list-style-type: none"> ➤ Methodology = 3 Points ➤ Project Management Tool = 2 Points 	5
Total for Methodology and Approach			47
Company Experience	A company profile including history, group structure, staff capacity, operations, logistics, and related companies and services; illustrating how they are structured to provide Audit Committee technical and expertise services and years of practical experience on the similar assignments undertaken at various organizations. Contactable reference letters for Audit Committee technical and expertise services must be provided from clients	<ul style="list-style-type: none"> ➤ Company Profile (including history, group structure, staff capacity, operations, logistics, and related companies and services; etc.) = 5 points ➤ No Company Profile or if it does not include one or more of the following: history, group structure, staff capacity, operations, logistics, and 	20

AUDIT COMMITTEE TECHNICAL AND EXPERTISE SERVICES		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
	<p>detailing the actual work completed that relate to the Audit Committee technical and expertise services. <i>(The bidders are advised that three contactable references refer to three (3) letters for three (3) different technical services i.e. one (1) reference letter per project. The letters should be coming from the organization that previously appointed your company to offer audit committee technical services or anything similar on behalf of the appointing organization.)</i></p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> • Confirm that the bidder had successfully executed the project relating to the audit committee • Referee name and contact numbers • Name of the organization where the work was undertaken • The duration of the project (start and end date) 	<p>related companies and services; etc. = 0</p> <ul style="list-style-type: none"> ➤ 3 relevant projects = 15 points ➤ 2 relevant projects = 10 points ➤ 1 relevant projects = 5 Points ➤ Irrelevant project = 0 	
Total for Company Experience			20
Key Personnel	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> • Firm must submit ONLY three (3) CVs of specialists that demonstrate their extensive experience in the Audit Committee's work. The three (3) CVs must be comprised of the senior/director/partner. <p>The firm must provide the following under each mentioned or listed personnel:</p> <ul style="list-style-type: none"> • The comprehensive curriculum vitae indicating the key performances relating to the Audit Committee technical and expertise services. • Certified copies of qualifications • Professional Body Registration • Duration of working experience (day/month/year To day/month/year) • Contactable references 	<p>Individual Qualification & Professional Body Registration (5X3) = 15</p> <ul style="list-style-type: none"> ➤ Non submission of the formal qualification = 0 point ➤ National Diploma (NQF 6) of Relevant Qualification = 2 points <ul style="list-style-type: none"> - N Diploma Certificate = 1 - Professional Body Registration = 1 ➤ Degree (NQF 7) of Relevant Qualification = 3 points <ul style="list-style-type: none"> - Degree Certificate = 2 - Professional Body Registration = 1 ➤ Honours Degree and/ or CTA (NQF 8) of Relevant Qualification = 4 points <ul style="list-style-type: none"> - Honours/CTA Certificate = 3 	15

AUDIT COMMITTEE TECHNICAL AND EXPERTISE SERVICES		SCORE	
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
		<ul style="list-style-type: none"> - Professional Body Registration = 1 ➤ Masters and above (NQF 9) of Relevant Qualification and/or CIA, CA, CFE, CISA, CCSA, CSA, etc. = 5 points - NQF 9 Certificate = 4 - Professional Body Registration = 1 <p>Individual Auditing Experience (6X3) = 18</p> <ul style="list-style-type: none"> ➤ 1 year = 1 Point ➤ 2 years = 2 Points ➤ 3 years = 3 Points ➤ 4 years = 4 Points ➤ 5 years = 5 Points ➤ > 5 years = 6 Points 	18
Total for Key Personnel			33
Total Score for Audit Committee Technical and Expertise Services			100
Minimum functionality threshold (Points 65) 65%			

The Bid Documents will be evaluated individually by the evaluation panel in accordance with the above mentioned Evaluation Criteria. All service providers who score less than 65% for functionality will not be considered further in the evaluation process.

14 VIRTUAL BRIEFING SESSION

- 14.1 Service providers who wish to attend the virtual briefing session need to submit their company names, email addresses and telephone number to acquisition@kzntreasury.gov.za by no later than 12 July 2022. Only those who send their details will be invited to attend the virtual briefing session.
- 14.2 The briefing will be held as follows:
Date: 14 July 2022
Time: 10:00am

15 CONTACT PERSON FOR ENQUIRIES

15.1 ADMINISTRATIVE ENQUIRIES

Please direct any bid administrative enquiries to the following persons:

- Ms. T. Dube
Tel (033) 897 4440
E-mail: THANDEKA.DUBE@kzntreasury.gov.za
- Ms. N. Khuzwayo
Tel (033) 897 0458
E-mail: NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za

15.2 TECHNICAL ENQUIRIES

Please direct any enquiries in relation to this Terms of Reference to the following persons:

Ms. M. Bhaw

Acting Deputy Director General: PIAS

Provincial Treasury

Pietermaritzburg

Tel (033) 897 4309

Fax (033) 897 4562

Mobile +27 79 893 1411

E-mail madhavi.bhaw@kzntreasury.gov.za

Or

Mr. V. Ndadza

Chief Director: PIAS (Risk & Advisory Services)

Provincial Treasury

Pietermaritzburg

Tel (033) 897 4311

Fax (033) 897 4562

Mobile +27 72 594 9365

E-mail vincent.ndadza@kzntreasury.gov.za

Or

Mr. K. Lamola

Director: Assurance Services

Provincial Treasury

Pietermaritzburg

Tel (033) 897 4258

Fax (033) 897 4562

Mobile +27 71 480 1474

E-mail KWENA.LAMOLA@kzntreasury.gov.za

UNDERTAKING FOR SUB CONTRACTING

(as indicated on the Terms of Reference, paragraph 11 Evaluation Criteria Paragraph 11.2 (b))

This is to certify that I/We _____ (insert Service Providers name)

have received a copy of the Terms of Reference. I/We will comply with the requirements and obligations indicated on paragraph 11 Evaluation Criteria (paragraph 11.2 (b))

- b. “The successful bidder other than EME or QSE will be obliged to sub-contract a minimum of 30% to one of the following:**
 - i. an EME or QSE which is at least 51% owned by black people.**
 - ii. an EME or QSE which is at least 51% owned by black people who are youth.**
 - iii. an EME or QSE which is at least 51% owned by black people who are women.”**

Witness :

Signature of authorised person to sign the bid.

Witness

Name

INDEMNITY UNDERTAKING

I/We _____ (insert Service Providers name) hereby indemnifies and hold the Kwa Zulu Natal Government harmless in respect of all costs that may be incurred by me/us for the submission or performance of this bid.

I/We further indemnify the KwaZulu Natal Government in respect of all legal and other expenses as they are incurred by the KwaZulu Natal Government in examining, resisting or settling any damages, injuries or loss that may be occasioned by work necessary in terms of this bid.

Witness :

Signature of authorised person to sign the bid.

Witness

Name