



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

COLLEGE OF
CAPE TOWN 
Inspiring minds

REQUEST FOR PROPOSAL

TENDER NUMBER: CCT032025

PROVISION OF INTERNAL AUDIT SERVICES

FOR A PERIOD OF THREE YEARS AT THE

COLLEGE OF CAPE TOWN (TVET)

CLOSING DATE: 06 NOVEMBER 2025 at 11:00am

No late, faxed or electronic (e-mailed) tender documents are acceptable

NAME OF BIDDER:

TOTAL BID PRICE (INCL. VAT):

PREFERENCE / B-BBEE GRADING:

CENTRAL SUPPLIER DATABASE NO:



PROVISION OF INTERNAL AUDIT SERVICES

FOR

COLLEGE OF CAPE TOWN (TVET)

TENDER NUMBER: CCT032025

This document consists of the following sections:

1. Notice of Proposal
2. General Conditions Regarding Proposals at College of Cape Town
3. Overview and Scope
4. Technical Specification
5. Evaluation Process
6. Detail of Proposer
7. Financial Status
8. Delivery Instructions
9. Appendixes



**PROVISION OF INTERNAL AUDIT SERVICES FOR
COLLEGE OF CAPE TOWN (TVET)**

CCT032025

College of Cape Town (TVET) operates an Internal Audit function under the direction of the Head: Internal Audit. Reporting to the College CEO. College of Cape Town wishes to co-source this function with external service providers. Companies fully accredited to provide Internal Audit Services are hereby invited to tender their proposals for College of Cape Town (TVET) at their facilities as specified herein, and in accordance with the General Conditions of Offer, are requested to complete these documents in full, place them in a new envelope, seal and mark the envelope with the proposal number and description, and deposit it in the Tender Box at the address provided in this document. All documents must comply with the conditions set out herein.

CLOSING DATE: 06 NOVEMBER 2025 at 11:00am

PROPOSAL DOCUMENTS:

All completed proposal documents must be in sealed, new envelopes with the description:

TENDER NUMBER: CCT032025
PROVISION OF INTERNAL AUDIT SERVICES

as well as the closing time and date clearly marked on the outside, placed in the Proposal Box at the following address by no later than 11:00am on 06 November 2025

Addressed to: College of Cape Town (TVET) Central Office Cape Town	Placed in the Tender Box: Tender Box College of Cape Town, Central Office, 334 Albert Road, Salt River, Cape Town, 7925
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NOTE:

- 3** No late submissions, nor submissions handed in at any other office will be accepted.
- 4** **Proposers are requested to submit an original proposal**



CONTACT DETAIL:

Any **technical related enquiries** arising from this request must be forwarded to:

Mr Sindiso Msipha

Chief Financial Officer
College of Cape Town
Tel: (021) 404 6700
E-mail: smsipha@cct.edu.za

NOTE:

NO COMPULSORY INFORMATION SESSION:

No compulsory Information Session will be held, tenderers are requested to direct their questions in writing to the above contacts.



2.10

DEFINITIONS

Unless the context otherwise indicates:

- **“Approved”** means as approved by the representative
- **“Approval”** means the approval given by the representative.
- **“Cash price(s)”** means the price(s) of the offer, as given by the Service Provider and accepted by the College of Cape Town for the execution of the contract.
- **“Closing date”** means the time and day on which all offers close in terms of the advertisement.
- **“General Conditions”** means this document, namely “General Conditions Regarding Offer” of the College of Cape Town.
- **“Goods”** means the machinery, installation, equipment, apparatus or materials to be provided / delivered in terms of the contract.
- **“In writing”** also means any manuscript, typed or printed record above or over the signature or seal, as the case may be.
- **“Month”** means a calendar month.
- **“Representative”** means the representative of the College of Cape Town, namely the Director/Acting Chief Financial Officer or any other College of Cape Town, official mentioned in the proposal conditions or specifications, as the case may be.
- **“Services”** means the services to be provided in terms of this contract.
- **“Site”** means the buildings or grounds or any other place where the goods will be stored, installed or used or services be rendered.
- **“Specifications”** means the specifications attached to the General Conditions.
- **“Supplier”** means the Service Provider who regularly supplies the Service Provider with materials and minor parts with regard to goods to be delivered to the College of Cape Town.
- **“CCT”** means the College of Cape Town.
- **“Acceptable Proposal”** means any proposal, which, in all respects, complies with the specifications and conditions of the Request for proposal as set out in this document
- **“Proposal”** means a written offer in a prescribed or stipulated form in response to an invitation for the provision of services or goods.
- **“Comparative price”** means the price after deduction or addition of non-firm price factors and unconditional discounts.
- **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the Service Provider and demonstrably has an influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- **“Goods”** means any work, services, materials or anything of whatever nature to be rendered to the College of Cape Town by the successful Proposer in terms of the Proposal.
- **“Licenses”** means conditional use of another party’s intellectual property rights.
- **“Non-firm price(s)”** means all price (s) other than “firm” price (s).
- **“Management”** in relation to a proposer or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- **“Person (s)”** refers to a natural and/or juristic person (s).



- **“Prime Proposer”** means any person (natural or juristic) who forwards an acceptable proposal in response to this RFP with the intention of being the main Supplier/Service Provider should the proposal be awarded to him/her.
- **“Rand value”** means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- **“RFP”** means a Request for Proposal, which is a written official enquiry document encompassing all the terms and conditions of the Proposal.
- **“Service Provider”** means any successful Proposer who is awarded the proposal or who entered into an agreement with the College of Cape Town to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- **“Support Partners”** means any successful Proposer who entered into partnership agreement with the College of Cape Town for the provision of the services
- **“SMME”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)

2.11 PROPOSER SHOULD SATISFY HIMSELF REGARDING THE CONDITIONS OF OFFER AND RELATED PARTICULARS

The Proposer shall, on submission of an offer, be regarded to have satisfied himself as to all the conditions and particulars of the offer.

2.12 FULL ACCEPTANCE OF CONDITIONS

- 2.12.1 The Proposer shall be regarded as having read and understood the General Conditions and the submission of his/her offer shall be assumed being fully understood.
- 2.12.2 Any special conditions with regard to the contract, should be contained in the specifications concerning the contract, and should supplement the General Conditions and be annexed to them Provided that such special conditions be valid only if they are contrary to the General Conditions.
- 2.12.3 Subject to the above sub clauses, the Proposer may restrict one or more of the conditions, but if his/her offer is accepted, no restriction of any condition shall be part of his/her contract with the College of Cape Town, unless, on submission of his/her offer, he/she has indicated, specifically, in writing with regard to each and every condition he/she wishes to restrict, the number of the condition and the degree to which it should be restricted.

2.13 TRANSFER

- 2.13.1 It is a personal contract with the Supplier/Service Provider, and he/she may neither farm out, nor transfer or cede any part, share or interest in it to someone else, unless with the written consent of the College of Cape Town and on condition approved by the College of Cape Town.
- 2.13.2 This clause shall not be valid for subcontracts farmed out to Suppliers/Service Providers who deliver materials and minor parts to the Supplier/Service Provider in connection with goods to be delivered. The College of Cape Town reserves the right to expect that the Supplier/Service Provider should submit the names of all his suppliers for the approval of the College of Cape Town.



2.14 CONTRADICTIONS

If in the contract, any contradictions, ambiguities or lack of concurrence appear to be present in the description, measurements, quality or quantities, the Supplier/Service Provider should, before he/she begins to execute the contract concerned or that part of it where such irregularities appear to be present, refer the matter for a decision to the representative of the College of Cape Town.

2.15 DEVIATIONS

If the Proposer offers goods that deviate or differ from the specifications, such deviation should be indicated and described clearly in the offer.

2.16 BREACH OF CONTRACT

If it appears to the College of Cape Town that the Supplier/Service Provider is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the Supplier/Service Provider is in default or has breached the contract in any other way, then the College of Cape Town may order the Supplier/Service Provider in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the Supplier/Service Provider neglects to redeem it within the said period, then the College of Cape Town will be at liberty, without prejudice to any of its contractual rights, to execute the work the Supplier/Service Provider has neglected to perform, or to take away the whole contract or a part thereof from the Supplier/Service Provider and place an order for it with someone else. The Supplier/Service Provider shall be liable for any loss suffered by the College of Cape Town on account of steps taken by the College of Cape Town in terms of this clause.

2.17 PAYMENT

Unless otherwise indicated in supplementary or special conditions of contract, payment shall be made as follows:

The College of Cape Town shall pay for the services rendered by the Supplier/Service Provider within thirty (30) days after the end of the month in which the service was rendered, provided the Supplier/Service Provider deliver a valid invoice containing the relevant VAT numbers, for the services within that period.



2.18 PARTICULARS TO BE FURNISHED

- 2.18.1 No offer shall be considered unless it is fully completed in black pen and accompanied by sufficient information that makes it possible to judge whether the proposals meet the specifications or not.
- 2.18.2 If the required particulars are not furnished in full, the offer may be regarded as being non-compliant with specifications.

2.19 STABLE OFFERS

Offers not subject to the escalation of costs shall be preferred. Such offers should be marked clearly with the suffix: "Fixed price".

2.20 SEQUESTRATION OR SURRENDERING OF ESTATE OF SUPPLIER/SERVICE PROVIDER

If either a provisional or a final sequestration of the Supplier's/Service Provider's estate is ordered, or if application is made for such an order, or in case the Supplier/Service Provider applies for the surrendering of his/her estate, or enters into, makes or obtains a deed of assignment of estate, or comes to another agreement, or makes another arrangement with, or makes an assignment to the benefit of his/her creditors, or pretends to do so, or, if the Supplier/Service Provider, being a firm, decides to liquidate the company, or if the court should order such liquidation, or if he/her or the firm, as the case may be, is sentenced in a competent court, or if, in the execution of a sentence, his/her movables and immovables are seized, then the College of Cape Town shall have the right to terminate the contract and, without having recourse to the law and nor remunerating the Supplier/Service Provider, and subject to the right of the College of Cape Town to sue the Supplier/Service Provider for damage the College of Cape Town has suffered on account of the aforementioned events.

2.21 PERIOD OFFER SHALL BE VALID

The submission of the proposal offer to the College of Cape Town shall be regarded as being an agreement between the Proposer and the College of Cape Town in terms of which the offer shall remain valid for acceptance by the College of Cape Town for the period determined in the proposal invitation, during which period the Proposer may not withdraw his/her offer nor weaken or diminish the tenor of the offer.

2.22 FORMAL CONTRACT AND SURETYSHIP

If, and when the College of Cape Town requires it, the Supplier/Service Provider shall enter into a formal agreement and contract of suretyship, which the College of Cape Town shall draw up and the Supplier/Service Provider shall sign, and which, if necessary, shall be signed by his/her sureties within seven (7) days from the date on which the documents are declared ready for signing. The Supplier/Service Provider shall pay all costs, expenses, stamp duty and other disbursements owed for or with regard to such documents. The surety required by the College of Cape Town for this clause may, however, not exceed ten (10) per cent of the total estimated value of the contract.



2.23 JURISDICTION APPLYING

The contract should be set out in all respects according to the law of the Republic of South Africa, and any possible dispute that may arise between the College of Cape Town and the Supplier/Service Provider in connection with the contract shall be resolved in the Republic of South Africa at Cape Town.

2.24 CANCELLATION OF OFFER AND/OR CONTRACT

If it is found that an offer or Supplier/Service Provider -

- 2.24.1 Has offered, promised or given anyone who had to do with the inviting of offers or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract;
- 2.24.2 is not executing a contract in a satisfactory manner;
- 2.24.3 is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply;
- 2.24.4 Is acting in a fraudulent or improper manner or in bad faith toward the College of Cape Town –

Then the College of Cape Town may disqualify the Proposer immediately or cancel the contract, after taking into account all the circumstances and without prejudice to any other legal remedy to its disposal in respect of –

- any loss and/or damage suffered, and
- any additional costs or expenses incurred in that the College of Cape Town had to invite new offers or accept a less favourable offer, or whatever.

2.25 GENERAL

- 2.25.1 The lowest or any offer shall not necessarily be accepted, and the College of Cape Town shall reserve the right to accept the whole offer or any part thereof.
- 2.25.2 If there is any difference or contradiction between the prices or particulars on the official proposal form and those on the Proposer's accompanying letter the prices or particulars on the proposal form shall be valid in all cases.
- 2.25.3 The offer should be fully completed in black pen on the proposal form and submitted in a sealed envelope that is addressed and endorsed in the manner indicated in the proposal advertisement and on the form concerned.
- 2.25.4 There is a specific tender box for the submission of offers, and no offer found in any other container or at any other place after closing time shall be taken into account.
- 1.1.1 Proposals that arrive after the advertised time for the receipt of offers shall not be accepted.
- 1.1.2 The Proposer must put his/her initials next to all changes that he/she make on the forms.



- 1.1.3 No corrections may be made with correction fluid, such as Tipp-Ex or a similar product. If a mistake is made, it should be struck out once in ink, and the same person who formally signs the offer must sign in full at every correction made. The College of Cape Town reserves the right to reject an offer if any correction made on it is not made in the manner set out above.

2.26 ACCURACY OF INFORMATION

- The information contained in the invitation for proposal has been prepared in good faith. The College of Cape Town, nor any of their respective employees, make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation for proposal, or any other written or oral information made available in connection with the proposal and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- This invitation for proposal may not contain all the information that may be required to evaluate a possible submission of a response to this invitation for proposal. The Supplier/Service Provider should conduct its own independent analysis of the operations to the extent required to enable it to respond to this proposal. It is the Supplier/Service Provider's responsibility to ensure that submission in response to the invitation for proposal has been comprehensively analysed.

2.27 COMPETITION

- Suppliers/Service Providers and their respective officers, employees and agents are prohibited from engaging in any collusive actions with respect to the proposals process which serves to limit competition amongst Supplier/Service Provider.
- In general, the attention of the Supplier/Service Provider is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive proposals.
- If the Supplier/Service Provider have reason to believe that competition issues may arise from any submission of a response to this proposal invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting a response.
- Any correspondence or process of any kind between the Supplier/Service Provider and the competition authorities must be documented in the responses to this invitation for proposal.

2.28 RESERVATION OF RIGHTS

- Without limitation to any other rights of the College of Cape Town (whether otherwise reserved in this invitation for proposal or under law), The College of Cape Town expressly reserves the right to: -
- Request clarification on any aspect of a response to this invitation for proposal received from the Supplier/Service Provider, such requests and the responses to be in writing;
- Reject all responses submitted by the Supplier/Service Provider and to embark on a new proposal process.



2.29 GENERAL RULES AND INSTRUCTIONS

2.29.1 CONFIDENTIALITY

- The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Supplier/Service Provider partners and/ or implementation agents, whom you may decide to involve in preparing a response to this RFP.
- For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.
- The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the Confidential Information of the College of Cape Town (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- The receiving party shall take all such steps as may be reasonably necessary to prevent the College of Cape Town’s Confidential Information coming into the possession of unauthorised third parties. In protecting the receiving party’s Confidential Information, the College of Cape Town shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the Confidential Information as the receiving party uses to protect its own Confidential Information.
- Any documentation, software or records relating to Confidential Information of the College of Cape Town, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
 - Shall be deemed to form part of the Confidential Information of the College of Cape Town,
 - Shall be deemed to be the property of the College of Cape Town;
 - Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
 - Shall be surrendered to the College of Cape Town on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.



GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

2.29.2 NEWS AND PRESS RELEASES

Suppliers/Service Providers or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with the College of Cape Town.

2.29.3 PRECEDENCE OF DOCUMENTS

- This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the College of Cape Town Procurement Policy and Procedures (which are the College of Cape Town's general conditions for Procurement) shall take precedence. Proposer shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that the College of Cape Town may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by the College of Cape Town.
- It is acknowledged that all stipulations in the College of Cape Town Procurement Policy and Procedures are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of the College of Cape Town as to which of these stipulations are applicable and to what extent. Proposer are hereby acknowledging that the decision of the College of Cape Town in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Proposer(s). The Proposer(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

2.29.4 PREFERENTIAL PROCUREMENT REFORM

- Black Economic Empowerment is an essential ingredient of the College of Cape Town's business. In accordance with Government policy, the College of Cape Town insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, etc. (SMME Development).

2.29.5 LANGUAGE

Proposals shall be submitted in English.

2.29.6 GENDER

Any word implying any gender shall be interpreted to imply all other genders.



GENERAL CONDITIONS REGARDING OFFER (CONTINUED)

2.29.7 HEADINGS

Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

2.29.8 FORMAL CONTRACT

This RFP, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between the College of Cape Town and the proposer to whom the College of Cape Town awards the proposal in whole or in part.

Mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between the College of Cape Town and any Proposer.



Proposers shall provide full and accurate answers based on the questions hereunder, and, are required to explicitly state either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary the proposer shall substantiate their response to a specific question.

	Accept	Not Accept
The laws of the Republic of South Africa shall govern this RFP and the proposer accept hereby that the courts of the Republic of South Africa shall have jurisdiction.		
Comment		

	Accept	Not Accept
CCT will not be liable for any costs incurred by the proposer in the preparation of response to this RFP. The preparation of response will be made without obligation to acquire any of the items included in any supplier's proposal or to select any proposal, or to discuss the reasons why such supplier's or any other proposal was accepted or rejected.		
Comment		

	Accept	Not Accept
CCT may request written clarification or further information regarding any aspect of this proposal. The proposer must supply the requested information in writing within twenty-four (24) hours after the request has been made, otherwise the proposal may be disqualified.		

	Accept	Not Accept
CCT reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest proposer or award parts of the proposal to different proposer, or not to award the proposal at all.		
Comment		

	Accept	Not Accept
Proposers who are distributors and resellers are required to submit, back-to-back agreement and a service level agreement with their principals.		
Comment		

	Accept	Not Accept
By submitting a proposal in response to this RFP, the proposer accept the evaluation criteria as it stands.		
Comment		



	Accept	Not Accept
Should the parties at any time after the award of the proposal and prior to conclusion of the Contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. the College of Cape Town shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the proposer not less than 60 (sixty) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.		
Such cancellation shall mean that CCT reserves the right to award the same Proposal to next best Suppliers as it deems fit.		
Comment		

	Accept	Not Accept
CCT reserves the right to conduct a pre-award survey during the source selection process to evaluate Suppliers'/Service Provider's capabilities to meet the requirements specified in the RFP and supporting documents.		
Comment		

	Accept	Not Accept
Only the solution commercially available at the proposal closing date will be considered. No proposals for future solutions will be accepted.		
Comment		

	Accept	Not Accept
The proposer should not qualify the proposal with own conditions of proposals.		
Caution: If the proposer does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response will be declared invalid.		
Comment		

	Accept	Not Accept
Should the proposer withdraw the proposal before the proposal validity period expires, CCT reserves the right to recover any additional expense incurred by CCT having to accept any less favourable proposal or the additional expenditure incurred by CCT in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.		
Comment		



GENERAL CONDITIONS REGARDING OFFER (Continued)

	Accept	Not Accept
Preparation: All costs in the preparation and presentation of any submission would be for the account of the Proposer.		
Confidentiality: The information obtained through this RFP will be regarded as confidential.		

COMMERCIAL AND LEGAL REQUIREMENTS

	Accept	Not Accept
Any amendment or change of any nature made to this RFP, shall only be of force and effect if it is in writing, signed by CCT signatory and added to this RFP as an addendum.		
Comment		
	Accept	Not Accept
Failure or neglect by either party to (at any time) enforce any of the provisions of this Proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this Proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this Proposal, or prejudice the right of that party to institute subsequent action.		
Comment		
	Accept	Not Accept
All services supplied in accordance with this Proposal must be certified to all legal requirements as per the South African Law		
Comment		
	Accept	Not Accept
No interest shall be payable on accounts due to the successful Proposal in an event of a dispute arising on any stipulation in the contract		
Comment		



3 GENERAL

a. SCOPE

The scope of Internal Audit function includes at least the under-mentioned. Should any other function be regarded as imperative by the tenderer the functions shall be offered and clearly indicated.

DEFINED

b. ADDITIONAL CONDITIONS

- **All prices must be inclusive of VAT.**
- All payments will be made in accordance with “General Conditions Regarding Offer”.
- This offer does not commit the College of Cape Town to pay any costs incurred in the negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.
- Proposals must remain open for a period of ninety days (90) days from date of closure and may be accepted at any time during the said period of ninety days (90) days.
- The lowest or only offer would not necessary have to be accepted by the College of Cape Town and the institution as such, reserves the right to accept any or no proposal at all.
- **No faxed, electronic or late documents shall be accepted.**



- **REQUEST FOR OFFER**

College of Cape Town Locations & Personnel

Location for the requested services: Central Office, Athlone Campus, City Campus, Crawford Campus, Gardens Campus, Gugulethu Campus, Pinelands Campus, Thornton and Wynberg Campuses.

Hours of Operation

The College of Cape Town office hours: 08:00 – 16:00 Monday to Thursday
Friday – 08:00-13:00

- **CONTRACTUAL TERMS AND CONDITIONS
CONTRACT PERIOD AND RENEWAL**

The assignment will thus cover the period from the date of appointment to a period of three (3) years renewed annually, subject to annual review on the service levels and service level response times.

- **INTRODUCTION**

The objective of this RFP is to solicit proposals from suitable independent Internal Audit Service Providers that are capable and willing to provide a comprehensive and appropriate Internal Audit Service to the College of Cape Town. The College of Cape Town seeks to appoint a pro-active Internal Audit Service Provider that is independent, understands the importance of corporate governance systems, risk management, performance auditing, audit of performance objectives, forensic auditing, makes use of leading internal audit methodologies and techniques and can function at an executive level.

- **ROLE AND OBJECTIVE OF INTERNAL AUDITING**

Internal Audit should be an independent and objective assurance and consulting activity within the College of Cape Town designed to add value and improve the organization's operations. It should assist the College of Cape Town to accomplish its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

The objective of this tender is to appoint a suitable independent Internal Audit Service Provider that can assist the Head: Internal Audit to maintain and support an appropriate Internal Audit Service to the Accounting Authority and Management of the College of Cape Town and should have an effective Internal Audit function which should also comply with the Institute of Internal Auditors (IIA) standards for the professional practice of Internal Auditing (the Standards) The Internal Audit function should assist the College of Cape Town to accomplish its objectives by bringing a systematic and disciplined approach to evaluating and improving the effectiveness of risk management control and governance processes. The risk management strategy including the fraud prevention plan must be used to direct the internal effort.

Some of these objectives/ standards/ controls subject to evaluation, are to review:

- Internal control processes
- The information systems environment
- The reliability and integrity of financial and operational information



- The effectiveness of operations
- Compliance with policies and regulations and contracts
- The safeguarding of assets
- The economical and efficient use of resources
- Achievement of established operational goals and objectives
- Compliance with laws, regulations and controls
- Assisting the Audit, Risk and Compliance Committee of Council (ARCCC) and Institutional Management Committee (IMC) and through them the Accounting Authority and management in the effective discharge of their responsibilities, furnishing them with analyses, appraisals, recommendations, counsel and information concerning the activities reviewed and regular follow ups.

• **ROLE AND SCOPE OF INTERNAL AUDIT WORK**

This paragraph specifies the terms of reference for the rendering of Internal Audit service to the College of Cape Town:

• **Role of Internal Audit**

An effective internal audit function should provide amongst others for the following:

- Assurance that the management processes are adequate to identify and monitor risks.
- Confirmation of the adequacy and effective operation of the established system of internal control.
- Confirmation that processes for feedback on risk management and internal control operate effectively.
- Objective confirmation that the College of Cape Town receives the right quality of assurance and information from management and that this information is reliable.

• **The scope of the Internal Audit Service to be provided should include the following:**

• **Risk Management**

It is required of the Internal Audit (IA) to:

- Perform a comprehensive risk assessment at a strategic and operational level identifying all risks and threats to the achievement of the College of Cape Town's goals and objectives.
- Identify, evaluate and assess organisation-wide governance risks and threats.
- Build on the outcomes of the above, the Internal Audit is required to compile/update a comprehensive Risk Management and Fraud Prevention Policy for the College of Cape Town. The policy must specify amongst other a risk appetite and tolerance level appropriate to the organisation as derived from information obtained from management and other comparable organisations. Based on these policies the College of Cape Town require the Internal Audit to develop both a Risk Management Plan and a Fraud Prevention Plan to assist the College of Cape Town with the implementation of these policies at an organisation-wide level. The plan should include a comprehensive implementation plan and framework to guide the College of Cape Town to embed these policies into its current management and operational systems. The plan should include amongst others an assessment of the current state and an action plan with the required activities to achieve the desired future state.
- The risk assessments should inform the College of Cape Town 3-year rolling strategic plan, and 1-year operational internal audit plans.
- Conduct a workshop to enable management to implement the Risk Management Plan and the Fraud Prevention Plan.
- Review risks annually after the initial assessment.



- **Controls**

It is required of the Internal audit to:

Assist the Principal/CEO of the College in maintaining effective and efficient operational and financial controls by evaluating those controls to determine their adequacy and effectiveness and develop recommendations for enhancement and improvement. The standards to evaluate such controls should encompass:

- Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify and report such information.
- Reviewing the systems established by management to ensure compliance with those policies, plans, procedures, laws and regulations that could have a significant impact on operations, and determine whether the College of Cape Town is in compliance.
- Review the means of safeguarding assets and verifying the existence of assets.
- Appraising the economy and efficiency with which resources are employed and identifying opportunities to improve operating performance.
- Reviewing operations or programmes to ascertain whether the results are consistent with established objectives and goals and whether the operations or programmes are being carried out as planned.
- Reviewing the planning, design, development, implementation and operation of major computer-based systems to determine whether:
 - Adequate controls are incorporated in systems.
 - Thorough systems testing is performed at appropriate stages.
 - System documentation is complete and accurate and the needs of the users are met.

- **Governance and Performance Management**

It is required of the Internal audit to:

- Assist the Principal in achieving the objectives of the College of Cape Town by evaluating and developing recommendations for the enhancement or improvement of the processes through which:
 - Objectives and values are established and communicated.
 - Performance measures are set and the process established for the collation of information regarding its performance against predetermined objectives that will form part of the College of Cape Town's annual report that must indicate to what extent the College of Cape Town have reached the objectives as set out in the Annual Performance Plan or Strategic plan.
 - The accomplishment of objectives is monitored.
 - Accountability is ensured.
 - Corporate values are preserved.

- **SPECIFIC DELIVERABLES REQUIRED OF THE INTERNAL AUDIT UNIT**

The internal audit unit is required to report directly to the Head: Internal Audit who reports to the Principal and shall attend at all Audit, Risk and Compliance Committee of Council (ARCCC) meetings. The internal audit service will be a co-sourced function. The internal audit



unit should conduct/prepare in consultation with the Head: Internal Audit and for the approval by the Audit, Risk & Compliance Committee of the Council:

- The reviewed and updated Internal Audit Charter which defines the scope, purpose and responsibility of the audit function.
- Annual risk assessment
- A rolling 3-year strategic internal audit plan based on the assessment of key areas of risk for the College of Cape Town, having regard to its current operations, those proposed in its strategic plan and its risk management and fraud prevention policy.
- The annual operational internal audit plans for each year of the rolling 3-year strategic internal audit plan indicating the scope, objectives and audit procedures of each focus area aligned with the strategic objectives of the College of Cape Town, including any risk of control concerns identified by management.
- Annual methodology that details how Internal Audit will execute its plans.
- Recommendations for the enhancement or improvement of the processes through which objectives are set, communicated, monitored, measured and reported.
- Adequate resources with the necessary skills to execute the annual operational audit plan as agreed with the Audit, Risk and Compliance Committee of Council.
- Quarterly reports to the Audit, Risk and Compliance Committee of Council detailing each performance against the annual internal audit plan, to allow effective monitoring and possible interventions.
- Assurance of proper coverage and minimized duplication of effort.
- Special examinations at the request of the Principal and Audit, Risk and Compliance Committee of Council.
- Other assignments as the Audit, Risk and Compliance Committee of Council and Accounting Officer may (from time to time) authorise, which will constitute an addition to the scope of services as contained above.

PERFORMING AUDIT ASSIGNMENTS

Each assignment should at least consist of the following:

- Pre-audit survey
- Audit planning memorandum
- Minutes of entrance meeting
- Risk assessment document
- System descriptions
- Audit programmes
- Sampling methodology
- Mechanisms for follow up on matters previously reported and feedback to the Audit and Risk Management Committee
- Mechanism to ensure that working papers are reviewed at the appropriate level.
- Record of work performed
- Audit of work performed
- Audit finding and recommendations
- Reporting (draft internal audit report and final internal audit report)
- Follow up of previous audit findings

The successful bidder is to ensure that the internal audit is conducted in accordance with the Standards as promulgated by the Institute of Internal Auditors.

Tender: C C T 0 3 2 0 2 5 Internal Audit Services

Initials: _____



- **ADDITIONAL REQUIREMENTS**

- **Quality Assurance**

The Internal Audit is expected to maintain a quality assurance and improvement programme that covers all aspects of the internal audit service and other activity it provides and continuously monitors its effectiveness.

The Internal Audit shall ensure that all work conforms to the Standards for the Professional Practice of Internal Auditing as specified by the Institute of Internal Auditors. Internal audit quality should include:

1. Proper planning of assignments
2. Continuous supervision of staff members and the review of the work performed by them
3. Regular project status meetings
4. Review of working paper files
5. Adherence to documented policies and procedures which guide the Internal Audit function
6. Managers and seniors to be responsible for continuous review of work to ensure that it is carried out accurately and performed diligently

The cost of quality assurance will be regarded as included in the tendered fees.

All procedures and working papers must be made available on request within one working day, to the College of Cape Town as well as the Audit & Risk Compliance Committee of Council and the Auditor General of South Africa.

- **Timing of assignments**

The Audit, Risk and Compliance Committee of Council in consultation with the Principal shall approve the three-year audit rolling plan before implementation. The performance of any assignment that is not in the audit coverage plan shall be agreed to by the Audit, Risk and Compliance Committee of Council and the Principal by not later than 1 (one) month before work is due to commence.

- **Independence and objectivity of Audit Staff**

In carrying out the work, the service Internal Audit must ensure that their staff maintains their objectivity by remaining independent of the activities they perform. The Internal Audit shall:

- Have no executive or managerial powers, functions or duties except those relating to the project.
- Not be involved in the day-to-day operations of the College of Cape Town.

- **Reporting Requirements**

It will be expected of the Internal Audit to meet on a monthly basis with the Principal or his/her delegated official to report on the progress of the assignment against the agreed project plan, on management support and operational matters, on contractual compliance and urgent interventions required. In addition, the Internal Audit will be required to attend all Audit, Risk and Compliance Committee of Council meetings to report its performance against the internal audit plan to allow effective monitoring and



possible intervention and on matters as prescribed. All reports issued by the Internal Audit should be made available to all members of the Audit, Risk and Compliance Committee of Council in an electronic format at least 10 days before the scheduled meetings. Reports issued must be in conformity with accepted best practices and the Standards of the IIA.

- **Audit Team**

The following process with regard to the audit team of the Internal Audit will be followed:

- The provisional composition of teams would be negotiated after award of the tender.
- The core team would be finalised upon completion of initial risk assessments.
- Key personnel cannot be withdrawn / replaced from the project during the currency of the contract without the written consent of the Principal.

- **Working Papers**

The following requirements with regards to the working papers will apply:

- Internal audit files and working papers as well as any developed methodologies remains the property of the College of Cape Town and should be stored on the College of Cape Town premises.
- Internal audit files and working papers must be made available to the external auditor, and to internal and external parties when necessary in accordance with present and future policy of the College of Cape Town and legislative provisions.
- Internal audit working papers must be in conformity with accepted best practices and the Standards of the IIA.
- Working papers must be referenced to the legislative framework.
- Access to internal audit files and working papers should be restricted to authorized staff and should be dealt with in a confidential way in accordance with the internal audit charter.

- **Ad Hoc and Special Investigations**

- When the need arises it may be required of the Internal Audit to assist in any in-depth investigations, be it forensic investigations or ad hoc special investigations or consulting services.
- If additional audit work regarding special or ad hoc investigations is necessary the Internal Audit should notify the Principal and the Chairperson of the Audit, Risk and Compliance Committee of Council in writing, together with a recommendation.
- The Principal will make the necessary arrangements to secure the services of an additional service provider; if deemed necessary.
- The management of ad hoc services will be governed by the Service Level Agreement concluded and any ad hoc services must be negotiated with management subject that no conflict of interest will arise as a result of the work to be conducted.

- **Software**

The following requirements with regard to the software will apply for the assignment:

- The Internal Audit should ensure that their software is compatible to the information systems used by the College of Cape Town.



- The Internal Audit would be responsible for all necessary software license fees required for the duration of the contract as well as upgrades and regular back-ups.
- Ownership of all software would revert to the College of Cape Town at the end of the contract period.
- The software must be readily available and user friendly.

- **APPOINTMENT, COMMENCEMENT AND DURATION**

The successful bidder will be appointed for a period of three (3) years reviewed every year effective from the date of signing the service level agreement. The financial year-end for the College of Cape Town is 31 December. It is expected from the Internal Audit to complete all internal audit assignments for the current financial year by no later than two months after year end. The assignment will thus cover the period from the date of appointment.

- **PACKAGED APPROACH**

The College of Cape Town would prefer to conclude an agreement with a Bidder who is able to provide a complete internal audit service.

The successful Bidder will be expected to be visible at all times during the tenure of the contract.

The successful Bidder will have access to all information of the College of Cape Town within the normal working hours of the College of Cape Town. The College of Cape Town will provide the successful Bidder with office space, where required.

- **FEES AND PAYMENT**

Fees will be paid based on resources utilised on a time and cost basis, using the rates as submitted in the financial proposal and agreed in the service level agreement to be concluded with the successful bidder. The rates used must not exceed the published rates for audit conducted on behalf of the Auditor General as applicable at that specific time.

Arrangements regarding the delivery of invoices will be agreed during the negotiation of the service level agreement but the following conditions will be applied:

- The Internal Audit may only invoice for time and resources already consumed on the assignment. Billing progress must be reported on against the approved budget and no overspending against the budget will be permitted.
- Invoices can be delivered on a monthly basis for work performed and will be settled within 30 days after receipt. Deliverables will be specified in the Service Level Agreement as derived from the project plan and no fees will be paid beyond 80% of such deliverables until such time as the deliverable is received and accepted by the College of Cape Town.
- Copies of the timesheets of staff on the assignment must be attached to the invoice.

- **CONTENT OF THE PROPOSAL**

The Internal Audit must furnish satisfactory evidence of its capability and capacity to provide professional and timely services paying due care to the initial demands of the services required. To meet this requirement, the service provider must include at least the following information in the proposal:

Tender: C C T 0 3 2 0 2 5 Internal Audit Services

Initials: _____



- Provide membership of professional bodies of which the service provider is a member and the service provider's length of membership.
- Provide a list of perceived strengths and weaknesses of the firm e.g. similar previous experience, in-house skills etcetera, thus providing information which will assist the College of Cape Town to assess its capabilities, capacity and competitive advantages etcetera.
- A summary of the Internal Audit's mission statement, the vision statement and values.
- Provide evidence that the Internal Audit has experience in Risk Management, Internal Auditing and Performance Management of Tertiary Institutions Entities. List three (3) relevant clients along with the names and telephone numbers of contact persons and type of service provided.
- State whether the Internal Audit is currently under the terms of a public or private reprimand/warning of a Professional Association.
- Provide an organogram of the Internal Audit.
- Describe the proposed engagement team, in terms of job positions in the firm.
- List names of staff member(s) who will direct the overall assignment throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, executing and/or reporting on this engagement. Include the qualifications and years of experience and detailed resumes of all staff members named and professional membership held. At a minimum full details should be provided for the following levels:
 - Partners/Directors
 - Managers
 - Supervisors
 - Clerks
- Provide details of staff training and development policies and procedures with specific mention of continuing professional education provided to the proposed service team during the last year.
- Provide the names and qualifications of any needed outside specialists and consultants who will assist the service provider's staff members.
- Describe any staff rotation plans for the service team for the contract period.
- Indicate your knowledge of and experience within the Tertiary Institutions.
- Proof of an External Quality Assurance Reviews having being conducted with positive results, if not reasons should be provided as to why no EQAR was conducted or in cases where the results of the EQAR were unsatisfactory.
- The Internal Audit must define in detail the proposed approach and methodology to be followed for Risk Management, Internal Auditing and Performance Management inclusive of a proposed project plan with timelines demonstrating how the work will be completed during the contract period, having due regard for the needs specified in this RFP.

• **CONDITIONS FOR SUBMISSION OF PROPOSALS**

All proposals in response to this request must meet the following conditions to be considered:

- Proposal must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the service provider's representative.
- Proposal must address each of the service requirements as stated in this RFP.
- The Service Provider is expected to maintain an adequate level of Fidelity/Professional Indemnity Insurance for the duration of the assignment for



services of this nature. The cost of the insurance shall be deemed to have been included in the proposed tender price.

- The Internal Audit shall furnish such additional information that the College of Cape Town may reasonably require.

- **VALIDITY OF PROPOSALS**

The Bidder is required to confirm that it will hold its proposal valid for 90 days from the closing date of the submission of proposals, during which time it will maintain without change, the personnel proposed for the services together with their proposed rates.



➤ **METHODOLOGY**

➤ METHODOLOGY

The evaluation of proposals will be divided into two (2) phases:

Phase 1: Pre-qualification check

The pre-qualification check requires verification of compliance with:

- Hurdle requirements as described in the proposal document;
- Mandatory documentation – whether all required documentation and/or certification have been included.

Note: No points are allocated to this phase; however, proposals that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

Phase 2: Evaluation of proposals based on *Functionality* and the special goal point system as criteria:

This phase of the evaluation is conducted in two (2) stages – first *functionality* will be assessed and then in accordance with 80/20 preference point system prescribed in the *Preferential Procurement Regulations 5 and 6*.

Stage 1: Evaluation of functionality

The evaluation criteria for functionality will take into account *quality, reliability, viability and durability* of all equipment as well as the Proposer's *technical capacity and ability* to execute and maintain a contract.

The evaluation criteria, weights, applicable values and/or minimum qualifying score for functionality will be made available to all attendees at the compulsory information session and is included in this document.

Note: No proposal will be considered further unless the *minimum qualifying score/percentage* for functionality has been achieved.

Stage 2: Evaluation in terms of the 80/20 preference point system

Only proposals that achieved the *minimum qualifying score/percentage* for functionality will be considered further in terms of the 80/20 preference point system.

The formulae to be utilized in calculating points scored for the preference point system will be made available to all attendees at the compulsory information session and is included in this document.

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

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

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

- **GENERAL CONDITIONS**

- The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- To be completed by the organ of state

(delete whichever is not applicable for this tender).

- The applicable preference point system for this tender is the 90/10 preference point system.
- The applicable preference point system for this tender is the 80/20 preference point system.
- Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - Price; and
 - Specific Goals.
 - To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

• **DEFINITIONS**

- **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

• **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

• **POINTS AWARDED FOR PRICE**

• **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

• **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

• **POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

• **POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	80/20 preference points system	90/10 Preference points system
Women	4	3
Youth	4	2
Disabled Person	4	2
Enterprise located in Western Cape	3	1
Black owned Enterprise	5	2

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	
SURNAME AND NAME:	
DATE:	
	ADDRESS:



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

COLLEGE OF
CAPE TOWN



Inspiring minds



➤ **CALCULATING THE FINAL SCORE**

The points scored for *price* (step 1) will be added to the points scored for special goals (step 2) to obtain the Proposer's total points scored out of 100.

- The College of Cape Town may request additional information, clarification or verification in respect of any information contained in or omitted from the proposal. This information will be requested in writing;
- The College of Cape Town may conduct a due diligence on any Supplier/Service Provider, which may include interviewing customer references or other activities to verify a Supplier/Service Provider's or other information and capabilities (Including visiting the Supplier/Service Provider's various premises and/or sites to verify certain stated information or assumptions) and in this instances the Supplier/Service Provider will be obliged to provide the College of Cape Town with all necessary access and assistance;
- The College of Cape Town may shortlist Supplier/Service Provider and may request presentations from short-listed Supplier/Service Provider;
- The College of Cape Town may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal;
- The College of Cape Town will evaluate the Proposals with reference to the College of Cape Town's set and approved evaluation criteria guided by the procurement policy as indicated. The College of Cape Town reserve the right to appoint a specialist/consultant to assist in performing such evaluations.

PHASE 1: PRE-QUALIFICATION / MANDATORY REQUIREMENTS

- The College of Cape Town has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by the Supplier/Service Provider in order for the College of Cape Town to accept an offer for evaluation.
- The pre-qualification evaluation will be carried out by the College of Cape Town to determine which Proposer's responses are compliant or non-compliant with the proposal specifications/requirements issued by the College of Cape Town as part of the proposal process.
- Where there is failure to comply with the pre-qualification criteria or the College of Cape Town is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be disqualified.
- No points allocated for mandatory requirements. Supplier/Service Providers not meeting these mandatory requirements will be disqualified from the evaluation process.



PRE-CHECKING OF DOCUMENTS:

I/We have attached to this document:	Tick if submitted		Office use
	Yes	No	
• Proper completion, in black pen, and signing and initialling (each page) of the proposal document	Yes	No	
• Submission of one(1) original copy	Yes	No	
• Valid BEE Certificate accredited by SANAS or similar accredited certification agency	Yes	No	
• a valid SARS Tax Clearance Pin	Yes	No	
• company profile	Yes	No	
• proof of company/closed corporation registration and a copy of my/our CM/CK certificates	Yes	No	
• One set (two years) recent Audited Financial Statements or financial statements signed by the Accounting Officer for Close Corporations	Yes	No	
• Completion of the Standard Bidding Forms	Yes	No	



PHASE 2: FUNCTIONALITY AND SPECIAL GOALS POINT CRITERIA:

Stage 1: Functionality

In Stage 1 Supplier will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. Only Supplier/Service Provider scoring **70 points** and more will be considered for Stage 2.

* Functionality points will be scored and allocated by the College of Cape Town according to the table below,

Functionality Criteria	Weights
Company References: Provide three (3) contactable references that are not older than three years. Evidence of prior experience in providing internal audit services in accordance with the Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors. Additional points if company provides similar services to Tertiary Institutions in South Africa	Maximum 30 points
3 References provided = 15 points	
2 References provided = 10 points	
1 References provided = 5 points	
Additional 5 points for each Tertiary Institutions reference provided.	
Number years of experience in Internal Audit.	Maximum 20 points
>more than 10 years of experience = 20 points > 6 year but < 10 years of experience = 15 points Below 5 years of experience = 10 points	
Experience and qualification of proposed team to be placed on this Project.	Maximum 20 points
Evidence of the proposed teams experience, skills and qualifications and at least for the following levels:	
Supervisor	
Internal Auditors/ Clerks	
Evidence that the collective team has experience in the tertiary institutions. Attach Summarised CV's of Team/ Experience/ Qualifications. Collective years of experience > more than 20 years = 20 points Collective years of experience between 16 and 19 years = 15 points Collective years of experience between 10 and 15 years = 10 points Collective years of experience below 10 years = 5 points	
Fidelity/ Professional Indemnity	Maximum 10 points
Valid and current proof of Fidelity/ Professional Indemnity	
Professional Membership (SAICA, IIA or any other recognizable accounting or auditing body)	Maximum 10 points
Valid and current proof of Professional Membership	
Local Infrastructure	Maximum 10 points
Office located in Cape Town (Attach Lease Agreement/ Utility Bill)	



TOTAL POINTS FOR FUNCTIONALITY

100 POINTS

EVALUATION PROCESS (CONTINUED)

FUNCTIONALITY CRITERIA TO BE COMPLETED, ANY INCOMPLETION/ BLANK SPACES WILL RESULT IN ZERO POINT ALLOCATION:

COMPANY REFERENCES

The reference must be current clients that have done business with your company for longer than two years. Additional points will be allocated if Tertiary Institution references are provided.

3 References	= 15 points	Maximum 30 points	
2 References	= 10 points		
1 Reference	= 5 points		
Additional points Tertiary Institution References	= 5 points		
Company / University Name	Contact Name	Contact Number	Email Address
1.			
2.			
3.			

Company years of experience in providing similar service (Internal Audit). (Attach Company Profile)	Maximum 20 points
Indicate the number of years of experience Years	



Experience and qualification of proposed team in providing similar services			Maximum 20 points
Team Member Position	Years of Experience	Highest Qualification	

Fidelity / Professional Indemnity	Maximum 10 points
Attach Valid Proof	

Professional Membership (SAICA, IIA or any other recognizable accounting or auditing body)	Maximum 10 points
Attach Valid Proof	

Local Infrastructure	Maximum 10 points
Proof of Local Infrastructure - Located in Cape Town	



ATTACH FUNCTIONALITY CRITERIA RESPONSE

FUNCTIONALITY CRITERIA TO BE COMPLETED AND ATTACHED TO EACH ANNEXURE

ALL SUPPLIERS MUST SUBMIT THEIR RESPONSES IN THE FORMAT AS ATTACHED



Experience of firm in providing similar services

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Evidence of prior experience in providing internal audit services in accordance with the Standards for the Professional Practice of Internal Auditing as published by the institute of Internal Auditors. Evidence of the firm providing internal audit services to the tertiary institutions. Attach Company Profile Listing the number of Projects. (Completed and Current)	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Staff Placed on Project

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	List names of staff member(s) who will direct the overall assignment throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, executing and/or reporting on this engagement. Include the qualifications and years of experience and detailed resumes of all staff members named and professional membership held. At a minimum full details should be provided for the following levels: • Partners/Directors • Managers • Supervisors • Clerks Describe any staff rotation plans for the service team for the contract period	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Fidelity /Professional Indemnity

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Attach Valid Proof	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



ANNEXURE 4

Professional Membership (SAICA, IIA or any other
recognizable accounting or auditing body)

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Attach Valid Proof	☐

Please sign that the contents of this Appendix has been
verified by the Tenderer

Name	
Signature	



Proof of Local Infrastructure

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Attach Valid Proof of Lease Agreement or Municipal Account	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



PRICING SCHEDULE

The following requirements with regards to the pricing of the assignment must be adhered to.

- A fixed price per hour must be provided for the entire assignment. The College of Cape Town will negotiate with the successful bidder a service level agreement that will make provision for an annual CPI adjustment linked to the corresponding period CPI as determined by Statistics South Africa on the anniversary of the contract every year.
- The price should include Value Added Tax.
- The hours should be distributed between the different levels of staff that will work most efficiently for the service provider.
- The hourly rates used must not exceed the published rates for audit conducted on behalf of the Auditor General as applicable from time to time.
- All assumptions made in drawing the budget, including all cost factors such as subsistence and traveling must be detailed.
- The service provider should include a breakdown of the hourly tariff applicable for any ad hoc projects that may be requested.
- The Service Provider is expected to maintain an adequate level of Fidelity/Professional Indemnity Insurance for the duration of the assignment for services of this nature. The cost of the insurance shall be deemed to have been included in the proposed tender price.
- The service provider shall furnish such additional information that the College of Cape Town may reasonably require.



Pricing Schedule

	Year 1 (Inclusive of VAT)	Year 2 (Inclusive of VAT)	Year 3 (Inclusive of VAT)	Year 4 (Inclusive of VAT)	Year 5 (Inclusive of VAT)
Total Cost Per Year for the entire assignment (the 2026 operational plan is based on 6000 hrs)	R	R	R	R	R
Total for the Contract (Incl. VAT)	R				

- It is understood that internal audits are based on hourly rates and that budgets are compiled once the appointed auditor has assessed the likely extent of the work.
- Firms are required to submit a table of hourly rates as required in the table below. Rates should be inclusive of overheads and VAT. If a particular category does not exist in the firm it can be omitted.

Item (Where Applicable) Rates for IT staff should be shown separately	(Including overheads) – Inclusive of VAT				
	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
Engagement Partner	R	R	R	R	R
Partner	R	R	R	R	R
Senior Manager	R	R	R	R	R
Manager	R	R	R	R	R
Assistant manager	R	R	R	R	R
Supervisor	R	R	R	R	R
Senior Auditor	R	R	R	R	R
Trainee Auditor	R	R	R	R	R
Specialists (E.g. Tax, Technical, etc.)	R	R	R	R	R
Total Cost per item	R	R	R	R	R



- It is recognised that it is difficult for a prospective bidder to be firm about the extent of the work solely on the terms of reference. However, to assist with assessments a firm must provide a typical distribution of time for members of the audit team on a job of this nature.

Item (Where Applicable)	Hourly Rate (Including overheads) – Inclusive of VAT
Engagement Partner	%
Partner	%
Senior Manager	%
Manager	%
Assistant manager	%
Supervisor	%
Senior Auditor	%
Trainee Auditor	%
Specialists (E.g. Tax, Technical, etc.)	%
Total	100 %



6.

DETAILS OF PROPOSER

*Detail on this page MUST be completed fully. Incomplete forms shall render the offer invalid.
(N/A to be stated if not applicable).*

Requirement		Response	
Registered name of company/proposer			
CIPRO Registration number			
VAT registration number			
UIF registration number			
Official telephone number		()	
Official fax number		()	
E-mail Address			
Physical Address			
			Cod e
Official Postal Address			
			Cod e
Director / Member (1)	Full Names and Surname		
	Position in company/ proposer		
	ID No.		Inco me Tax No.
Dir ec	Full Names and Surname		

	Position in company/ proposer	
--	----------------------------------	--

[illegible]



Details of the specific parties utilised by the company/ proposer

Bank	Name				
	Branch				
Bookkeeper	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
	Address				
Auditor	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
	Address				

Please indicate if you will be willing to provide further details if the College of Cape Town considers these necessary to evaluate your capacity to offer the service or goods as detailed in this proposal.

Yes

No



DELIVERY INSTRUCTIONS

ALL SUPPLIERS MUST SUBMIT THEIR RESPONSES IN THE FOLLOWING FORMAT:

Additional Information

The service provider must furnish satisfactory evidence of its capability and capacity to provide professional and timely services paying due care to the initial demands of the services required. To meet this requirement the service provider must include at least the following information in the proposal

Appendix Number	Description of Appendix	Requirement
Appendix A	Risk Management Methodology	Response attached to Appendix A
Appendix B	Internal Audit Methodology	Response attached to Appendix B
Appendix C	Governance and Performance Management Methodology	Response attached to Appendix C
Appendix D	Capabilities , Capacity and Competitive Advantages associated with service deliveries to State Organisations and their required reporting	Response attached to Appendix D
Appendix E	Vision, Mission and Values	Response attached to Appendix E
Appendix F	Reprimands/ Warning	Response attached to Appendix F
Appendix G	Organogram	Response attached to Appendix G
Appendix H	Proof of EQAR	Response attached to Appendix H
Appendix I	Approach and Methodology	Response attached to Appendix I
Appendix J	Tax clearance certification	Response attached to Appendix J
Appendix K	BBBEE certification	Response attached to Appendix K
Appendix L	Financial Statements	Response attached to Appendix L
Appendix M	Resolution (Statement of Proxy)	Response attached to Appendix M
Appendix N	Declaration of Interest	Response attached to Appendix N
Appendix O	Certificate of Independent Bid Determination	Response attached to Appendix O
Appendix P	Declaration of Bidders Past Supply Chain Practises	Response attached to Appendix P



RFP Document - RFP NO: CCTREG032021-SM

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Each page of this RFP document must be initialled by a duly authorised representative and the declaration signed in full.	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Appendix A

Risk Management Methodology

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Suggested methodology to perform risk assessments. Suggested approach to develop a risk management and fraud prevention policy and implementation plans. Evidence of understanding the brief and the College of Cape Town's operations as reflected in aligning the methodology and approach to the environment. Inclusive of a project plan with timelines demonstrating how the work will be completed during the contract period, having due regard for the needs specified in this RFP.	☐

Please sign that the contents of this Appendix has been
verified by the Tenderer

Name

Signature



Appendix B

Internal Audit Methodology

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Methodology and approach to perform the internal audit assignment. Evidence of understanding the brief and the College of Cape Town's operations as reflected in aligning the methodology and approach to the environment. Inclusive of a project plan with timelines demonstrating how the work will be completed during the contract period, having due regard for the needs specified in this RFP.	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Appendix C

Governance and Performance Management Methodology

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Methodology and approach to review the performance management process. Evidence of understanding the brief and the College of Cape Town's operations as reflected in aligning the methodology and approach to the environment. Inclusive of a project plan with timelines demonstrating how the work will be completed during the contract period, having due regard for the needs specified in this RFP.	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Appendix D

Capabilities, Capacity and Competitive Advantages

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Provide a list of perceived strengths and weaknesses of the firm e.g. similar previous experience, in-house skills etcetera, thus providing information which will assist the College of Cape Town to assess its capabilities, capacity and competitive advantages etcetera	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Vision, Mission and Values

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	A summary of the service provider's mission statement, the vision statement and values.	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Appendix F Reprimands/ Warning

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	State whether the service provider is currently under the terms of a public or private reprimand/warning of a Professional Association	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Appendix G

Organogram

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Provide an organogram of the service provider	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Appendix H

Proof of EQAR

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT03202	Proof of an External Quality Assurance Reviews having being conducted with positive results, if not reasons should be provided as to why no EQAR was conducted or in cases where the results of the EQAR were unsatisfactory	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



Approach and Methodology

Documentation	Requirement	Included in required format (Please tick)
RFP Document CCT032025	Attach Approach and Methodology	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Appendix J

Tax Clearance Pin

Documentation	Requirement	Included in required format (Please tick)
Tax Clearance certificate	Please ensure that the Tax clearance pin is <u>valid</u> and certified if it is not an original copy	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Appendix K

BBBEE Certification

Documentation	Requirement	Included in required format (Please tick)
BBBEE certification	Supply a valid BBBEE certificate	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Appendix L

Financial Statements

Documentation	Requirement	Included in required format (Please tick)
Financial statements	Please ensure that the financial statements falls <u>within</u> the 2019 <u>or</u> 2020 period and that they are certified.	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Board Resolution (Statement of Proxy)

Documentation	Requirement	Included in required format (Please tick)
Board Resolution	Include Board resolution for delegation of authority. NB The following proof MUST be produced: Proof that the person who signed the proposal has the authority to do so. Failure to provide appropriate documentation as outlined above shall render your proposal invalid	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



Declaration of Interest

Documentation	Requirement	Included in required format (Please tick)
Declaration of Interest	Please ensure that the Declaration is fully signed and attached	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



DECLARATION OF INTEREST

- 2 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.16 Full Name of bidder or his or her representative:

3.17 Identity Number:
.....

3.18 Position occupied in the Company (director, trustee, shareholder²):

3.19 Company Registration Number:
.....

3.20 Tax Reference Number:
.....

3.21 VAT Registration Number:
.....
.....

- 3.21.6 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

3.22 Are you or any person connected with the bidder presently employed by the state?

YES / NO



2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:
.....

Any other particulars:
.....
.....
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2 If yes, did you attached proof of such authority to the bid **YES / NO**
.1 document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2 If no, furnish reasons for non-submission of such proof:
.2
.....
.....
.....
.....
.....

2.8 Did you or your spouse, or any of the company's **YES / NO**
directors / trustees / shareholders / members or their
spouses conduct business with the state in the previous
twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....
.....
.....

2.9 Do you, or any person connected with the bidder, **YES / NO**
have any relationship (family, friend, other) with a
person employed by the state and who may be
involved with the evaluation and or adjudication of
this bid?

2.9.1 If so, furnish particulars.
.....
.....
.....
.....
.....
.....

2.1 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO



2.1.1 If so, furnish particulars.

.....
.....
.....

2.2 Do you or any of the directors / trustees / shareholders / members YES/NO
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.2.1 If so, furnish particulars:

.....
.....
.....

• **Full details of directors / trustees / members / shareholders.**

Full Name	Identi ty Numb er	Personal Tax Reference Number	State Employee Number / Persal Number

• **DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE COLLEGE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS
OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder



Declaration of Bidders Past Supply Chain Practises

Documentation	Requirement	Included in required format (Please tick)
CCT032025	Please ensure that the Declaration of Bidders Past Supply Chain Practises is fully signed and attached	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name

Signature



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



4.3. 1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4. 1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Appendix P

Certificate of Independent Bid Determination

Documentation	Requirement	Included in required format (Please tick)
CCT032025	Please ensure that the Certificate of Independent Bid Determination fully signed and attached	☐

Please sign that the contents of this Appendix has been verified by the Tenderer

Name	
Signature	



CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - 3.1 disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - 3.2 cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

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



However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

³ 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.



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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder