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APPOINTMENT OF A PANEL OF UP TO A MAXIMUM OF FIVE SERVICE PROVIDERS TO PROVIDE CO-SOURCE INTERNAL AUDIT SERVICES FOR TCTA FOR A PERIOD OF 36 MONTHS

Bid Number:	007/2025/IA/FIRMS/RFB
Briefing Session:	Non-compulsory, virtual briefing session
Briefing Session Date and Time:	23 January 2026 @ 11h00
Briefing Session Venue:	Online: Microsoft Teams Send an e-mail to tenders03@tcta.co.za to preregister and receive an invite. Briefing Session Registration deadline 22 January 2026 @ 11h00
Clarifications Deadline:	30 January 2026 @11h00
Request for Gate Access Code Deadline:	10 February 2026 @ 11h00 Completed Request Form – in Annexure I to be sent to tenders03@tcta.co.za
Closing Date and Time: Bidders must submit their bids during office hours between 08:00 – 16:30	12 February 2026 @ 11h00
Bid Validity Period:	120 Calendar Days from the closing date
Submission Requirements	<i>The submission of this RFB is a two-envelope system i.e. Envelope 1 for the Technical Proposal and Envelope 2 for the Financial Proposal.</i>
Envelope 1 - Technical Proposal	
Originals to be submitted	1
Electronic copy (USB) in PDF	1
Envelope 2 - Financial Proposal	

Originals to be submitted	1
Electronic copy (USB) in PDF	1
<i>Bid Submission Physical Address:</i>	<p><i>Bid Submissions must be sent to:</i></p> <p><i>TCTA, Byls Bridge Office Park, Building 9, Cnr Olievenhoutbosch and Jean Avenue, Doringkloof, Centurion</i></p> <p><i>Bidders are required to have a scannable valid identity document, drivers' license or passport which will be scanned at the main entrance.</i></p> <p><i>Bidders are requested to allow sufficient time for the vetting process at the main entrance (gate). TCTA will not be held accountable for late submissions.</i></p>
<i>Enquiries:</i>	<p><i>Name: The Receiving Officer</i></p> <p><i>Email Address: tenders03@tcta.co.za</i></p>
<i>Date of issue:</i>	12 January 2026
<i>Name of Bidding Entity</i>	

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

Table 1:

AMD	Acid Mine Drainage
B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE rating assigned to a measured entity issued in terms of section 9(1) of the B-BBEE Act reflecting its compliance with B-BBEE requirements.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003.
CA	Chartered Accountant.
CIA	Chief Internal Auditor.
CONSORTIUM OR JOINT VENTURE	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.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document signed by TCTA and a successful bidder/s. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department will be responsible for monitoring the day-to-day activities related to the contract.
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
EME	Means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
NON-FIRM PRICES	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 the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
FIRM PRICE	A firm price is a price that is fixed and not subject to any adjustments for escalation, currency fluctuations, duties, levies, or any other cost changes for the entire duration of the contract.
HISTORICALLY DISADVANTAGED ENTITIES	Means entities that are at least: 51% black owned. 51% owned by black youth. 51% owned by black women. 51% owned by black people with disabilities. 51% owned by black people in rural areas, underdeveloped areas or townships. a co-operative that is 51% owned by black people. 51% owned by black people who are military veterans.
LOWEST ACCEPTABLE TENDER	A tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
LHWP	Lesotho Highlands Water Project.
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish.
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorising the expenditure against an awarded contract.
POPIA	The Protection of Personal Information Act (Act No. 4 of 2013).
PRICE	Means an amount of money for goods or services and includes all applicable taxes less all unconditional discounts.
QSE	Means a qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
RD	A requesting department within TCTA or its representative.
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and

	disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
TCTA	Trans-Caledon Tunnel Authority.
TOR	Terms of Reference.
USB	Universal Serial Bus.

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to fully complete the Bid including annexures during submission to TCTA.
- 2.2. Bid Submissions must:
- i. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, even if such late submission is as a result of circumstances beyond the Bidder's control.
 - ii. Clearly reflect the Bid description and bid number on the outer packaging; and
- 2.3. In terms of the two (2) envelope-system, Bidders must submit the bidding documents in two envelopes, i.e. Envelope 1 for the Technical Proposal and Envelope 2 for Financial Proposal. Each of these envelopes must contain 1 physical original copy in English and 1 electronic copy on an unencrypted USB in PDF format. The information in the USBs must be identical to the original submission. In the event of a discrepancy between any version submitted, TCTA will rely on the physical original copy. **TCTA shall not accept bidding documents not submitted in two envelopes.**
- 2.4. This Bid has 5 stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat, sealed, legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

3. BACKGROUND

Trans Caledon Tunnel Authority seeks to appoint a panel of up to a maximum of five suitably qualified and experienced professional service providers offering the required service categories, to assist the Internal Audit Division in TCTA in carrying out its mandate and provide independent, objective, internal audit and related advisory services across the following service categories.

- a. Internal Audits
- b. Information Technology (IT) Audits
- c. Probity Audits
- d. Forensic Investigations

The main mandate of TCTA is to raise finance and implement projects as directed, from time to time, by the Minister of Water and Sanitation (the Minister). TCTA manages a portfolio of major infrastructure projects that are in various stages of development (planning, construction, close-out, operation and maintenance, and debt-redemption phase). TCTA's typical roles on these projects have grown to include not only the treasury function, but also the establishment of institutional arrangements, the negotiation of off-take agreements, achieving project bankability, the raising of project finance, establishing environmental health and safety parameters, facilitating land acquisitions, the procurement of engineering consultants and construction contractors, and the project management of the implementation activities. In the post-construction phase, TCTA also performs operation and maintenance on selected assets, notably Delivery Tunnel North of the Lesotho Highlight Water Project (LHWP), as well as the two Acid Mine Drainage (AMD) treatment plants on the Witwatersrand.

Due to the technical and specialist nature of organisation's core operations, there are technical skills that TCTA chooses to procure as and when needed, for example, Construction, Operations and Maintenance for water infrastructure projects and financial modelling.

The contract term is for a period of three years from the date of appointment.

For this Bid, the Internal Audit category includes the following types of audits, the list is not exhaustive:

- Financial audits
- Governance audits
- Enterprise Risk Management audits
- Compliance audits
- Performance Information
- Advisory reviews
- Operational audits

4. SCOPE OF WORK

For the duration of the contract, the panelists shall be required to implement the following scope of work on a rotational basis as determined by the TCTA Terms of Reference in Annexure A.

Note:

Where a rotational system is not utilised because the services are complex and/or pricing is variable, then all suppliers on the panel will be invited to quote i.e. for the Services that require Specialists and Technical skills.

4.1 INTERNAL AUDIT

- i. Prepare a three (3) Year Strategic Rolling Plan for Year 1 to Year 3: 2026/27 - 2028/29 Internal Audit Plans, based on the risk assessment of key areas for TCTA, having regard to its current operations, the proposed operations in the strategic plan and its risk management framework.
- ii. Develop the Annual Internal Audit Plan including specified audits for the first year and indicate the scope of each audit in the annual internal audit plan.
- iii. Implement the Annual Internal Audit Plan for the first year of the rolling plan and complete it by the 31 March of each financial year-end.
- iv. Prepare reports to the Audit and Risk Committee detailing performance against the internal audit plan, to allow effective monitoring and evaluation as well as intervention as and when necessary.
- v. Complete the Audit Universe in Year 1 and review or update it accordingly throughout the contract period.
- vi. Perform audits on the operations of TCTA, including but not limited to, operational audits, performance audits, compliance audits, project management assurance, advisory, financial statement audits, and ad hoc requests.
- vii. Perform audits on the Irregular Expenditure Assessment and Determination tests, conducted by Management, as and when required, in line with National Treasury requirements, where there is no fraud element.
- viii. Conduct Specialist and technical audits, as and when required for Infrastructure Projects: Construction/ Engineering, Operations and Maintenance of infrastructure; financial modelling; and any other audits where technical skills are required.
- ix. Perform Ad-hoc Assurance Reviews, as and when required.

- x. Perform Advisory Reviews and value-added services in the field of internal audit, best practice methodologies, tools and techniques used, as and when required.
- xi. Liaise with and engage the auditee continuously and report on findings to Management at two levels: Process Owner level and Executive Manager level, once the first level has been consulted and findings have been agreed with them.
- xii. Provide value-added recommendations to enhance efficiency and effectiveness.
- xiii. Perform any other audit work deemed necessary/required by the CIA that could be outside the audit plan.

4.2 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) AUDITS INCLUDING DATA ANALYTICS

- i. Provide a dedicated IT Director, supported by a complementary IT Team, to provide leadership to the IA Division on IT related issues, to ensure TCTA is kept abreast, remains relevant and up to date on IT developments. Contribute towards TCTA's modernisation, simplification and auditing for the future, on areas relating to IT.
- ii. Perform audits on the operations of TCTA, including but not limited to, IT Governance, Cybersecurity, IT General and Application controls, Network Infrastructure, IT Vendor Management, IT Maturity Assessment, as well as implementation of IT projects and ad hoc requests.
- iii. Use computer audit skills and tools to perform audits on the adequacy and effectiveness of IT controls.
- iv. Demonstrate availability of computer audit skills and tools.
- v. Demonstrate knowledge and experience in the audit of the controls relating to design, development and implementation of an ERP system.
- vi. Demonstrate knowledge, understanding and utilisation of Information's systems that include Enterprise Resource Plan (ERP) audits including proactive assurance and post implementation.
- vii. Perform Data Analytics, develop scripts for TCTA and the IA Division for Continuous Auditing and Continuous Monitoring.
- viii. Conduct adequacy and effectiveness audits, using advanced computer audit skills and tools, e.g. Computer Assisted Auditing Techniques (CAATs).

4.3 PROBITY AUDITS

- i. Conduct Probity Audits for Infrastructure Projects, Project Funding, and Corporate Goods & Services, for high-value procurement items in line with the Operational Delegation of Authority.
- ii. The probity auditors must work closely with the allocated Procurement Specialist and operate within the timelines as prescribed by TCTA.
- iii. The probity auditors must produce audit reports to Procurement, the Requesting Division, Bid Committees, Management and Governance structures stating whether procurement processes were adhered to, throughout the procurement process.
- iv. Provide probity audit reports at each stage of the procurement process, being the Bid Specification stage, Bid Evaluation stage and be available to the Bid Adjudication Committee if required.
- v. Well-documented, with no grammatical errors, consolidated final probity audit reports discussed with relevant stakeholders, including all the relevant phases and management action plans for findings raised; must be issued 5 working days after receiving the acceptance of the Award Letter , to the Chief Financial Officer, the relevant Executive and manager for the Requesting Division, Senior Manager: Procurement, Manager: Acquisitions and the Procurement Specialist.

4.4 FORENSIC INVESTIGATIONS

- i. Conduct fraud and forensic investigations including Digital Forensics.
- ii. Issue an “Investigation Planning Memorandum” (IPM), outlining the scope of the investigation to be conducted in consultation with TCTA.
- iii. Apply the relevant methodology to conduct the investigation and collect relevant evidence and data, in line with the relevant legislation, e.g. Protected Disclosure Act (PDA), POPIA etc.
- iv. Issue a final “Forensic Investigation” or “Investigation Report” within agreed timelines, including recommendations informing the way forward.
- v. The service provider must perform the duties required in terms of the deliverables with reasonable skill, care and diligence and in accordance with the standards of care normally expected from the service providers performing a service of a similar nature, and as outlined in the ACFE Standards and Guidelines.

- vi. Adhere to and provide input towards the periodic review of the TCTA Whistleblower Policy and Procedure, and the Fraud Risk Management Policy and Procedure.

4.5 GENERAL REQUIREMENTS: YEAR 1 TO YEAR 3

- i. Integrate and/or upload the electronic audit files from completed deliverables, onto the TCTA Internal Audit Tool: to ensure completeness of all deliverables concluded. Comply with TCTA's relevant information, records management requirements and the TCTA Internal Audit Tool requirements for integrating and/or uploading completed deliverables.
- ii. Contribute towards the implementation and championing of the Combined Assurance approach, as led by the Chief Internal Auditor (CIA), and collaborate with all applicable Assurance Providers.
- iii. Continuously and consistently collaborate with the Office of the Auditor General South Africa (AGSA) to afford TCTA the maximum benefit from the Combined Assurance approach.
- iv. Proactively provide advice to TCTA on the internal control environment, risk management and governance processes to continuously improve and address root causes identified in the execution of allocated deliverables.
- v. Ensure that all deliverables conform to the Institute of Internal Auditors (IIA) Global Internal Audit Standards (GIAS), TCTA's Internal Audit Methodology, Internal Audit Policy, Audit and Risk Committee Charter, the Internal Audit Charter and all other relevant templates, policies and procedures, that will be provided upon appointment.
- vi. Adhere to and provide input towards the periodic review of the TCTA Internal Audit Policies and Methodologies.
- vii. An independent or external person not part of the Internal Audit Team, agreed with TCTA, should conduct an annual Internal Quality Assurance Review (QAR) on the TCTA Internal Audit Division, for an effective Quality Assurance Improvement Program (QAIP).
- viii. Transfer skills to the TCTA Internal Audit staff and develop a Transfer Skill Implementation Plan, based on the need and agreement with the CIA.
- ix. Provide the IA Team with exposure to Technical and Specialist Audits, by including the TCTA auditors in the Service Provider led audit, to transfer skills accordingly.
- x. Where possible, transfer skills to the IA Team, TCTA Management and TCTA staff, on agreed deliverables.

- xi. Report directly to the TCTA CIA and continuously engage the CIA to optimise an effective relationship.
- xii. Execute all deliverables communicated to the Service Provider in writing, over and above audits allocated in the Internal Audit Plan, as agreed with the CIA, Audit and Risk Committee, Board, and/or any other relevant party, from initiation to conclusion.
- xiii. Attend and present to TCTA Management, Audit and Risk Committee and Board meetings on all deliverables completed, as and when required.
- xiv. Avail resources for the TCTA Internal Audit Division, for audits led by the TCTA Team, should a need arise.

4.6 PERFORMANCE MANAGEMENT

- i. The successful Panelists will be performance managed against the timeous execution of the deliverables based on requirements outlined in Section 4. All deliverables shall be in line with the IIA Standards, TCTA's internal audit methodology, Audit and Risk Committee Charter and Internal Audit Charter, to be provided upon appointment.
- ii. The successful Panelists must:
 - a) Prepare and submit monthly Progress Reports to the CIA, unless otherwise agreed upon between the parties, detailing performance against the plan, to allow timeous intervention where necessary.
 - b) Prepare and submit final reports to the CIA, after finalisation of deliverables.
 - c) Prepare and submit quarterly Progress Reports to the ARC, through the CIA, unless otherwise agreed upon between the parties, detailing performance against the plan.
 - d) Provide Quarterly reports on the implementation of the Transfer of Skills Plan, to the CIA.
- iii. Provide a commitment in the Service Level Agreement (SLA) that TCTA will have access to the dedicated resources that will be responsible for engagements within TCTA.
- iv. The successful Panelists must safeguard the independence and objectivity of the Internal Audit function to prevent actual or perceived self-review, familiarity threats or conflict of interest.

4.7 CONTRACT DURATION

Contract duration is for a period of 36 months.

4.8 DELIVERABLES

The Service provider must meet the following requirements and provide services in this nature:

- i. Assist in completing and executing an integrated risk-based three (3) Year Strategic Rolling Plan and an Annual Internal Audit Plan (IAP), emanating from the strategic risk assessment conducted by the TCTA Risk Unit and other inputs relevant to developing a plan. Consult management accordingly, in developing the IAP. (An Integrated IAP will review both the manual and automated controls for a process being audited, concurrently.)
- ii. Assist in the implementation of effective combined assurance model.
- iii. Perform Data Analytics, develop scripts for TCTA and the IA Division for Continuous Auditing and Continuous Monitoring.
- iv. Conduct adequacy and effectiveness audits for audits, using computer audit skills and tools, e.g. Computer Assisted Auditing Techniques (CAATs).
- v. Provide all the Specialist Resources, as and when required.
- vi. Perform Ad-hoc Assurance Reviews, as and when required.
- vii. Perform Advisory Reviews, as and when required.
- viii. Liaise with and engage the auditee continuously and report on findings to Management at two levels: Process Owner, level and Executive Manager level, once the first level has been consulted and findings have been agreed with them.
- ix. Ensure that all deliverables conform to the Institute of Internal Auditors (IIA) Global Internal Audit Standards (GIAS), TCTA's Internal Audit Methodologies.
- x. Prepare for approval by the CIA, an engagement letter indicating detail of budgets and timeframes and the detail scope of the allocated audits.
- xi. Submit audit reports and audit file after completion of projects signed by project director to the CIA.
- xii. Submit working papers of audit projects to the CIA after finalisation of the audit projects within a week.
- xiii. Conduct fraud and forensic investigations

- xiv. Prepare weekly activity progress reports and have weekly progress meetings with the CIA.
- xv. Perform any other audit work deemed necessary/required by the CIA that could be outside the audit plan.
- xvi. Successful Panelists will be required to provide proof of professional indemnity insurance cover.

5. EVALUATION PROCESS

This Bid has five (5) stages of evaluation summarised in the document below.

5.1 STAGE 1: RETURNABLES

All returnable documents are required for purposes of evaluation irrespective of whether they are designated mandatory or not.

Table 2: Returnable Documents

DOCUMENT TYPE	DESCRIPTION	STATUS	BIDDER'S CHECKLIST (YES/NO)
COMPLIANCE	<p>In case of Joint Venture or consortium a JV/Consortium Agreement signed by all parties must be submitted. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties.</p> <p>NB: Each JV partner must meet all individual returnable requirements, i.e. proof of registration on CSD and SBD 4's.</p>	Mandatory	
COMPLIANCE	<p>COMPANY EXPERIENCE:</p> <p>Bidders must demonstrate a company track record in providing the required Services within the last five (5) years. Bidders must submit at least one (1) Duly Signed Reference Letter for each Service Category, or if all or some of the 4 Service Categories were collectively offered in one contract, a bidder can submit one reference letter covering those Service Categories.</p>	Mandatory	

DOCUMENT TYPE	DESCRIPTION	STATUS	BIDDER'S CHECKLIST (YES/NO)
	<ul style="list-style-type: none"> Signed Reference Letter/s must be in the Company's letterhead with contactable details (name of the client, contact number or email address); including the description of the services and period the services were rendered. NB: Reference letters that do not meet the above-specified requirements will not be considered. <p>TCTA reserves the right to contact the Referees provided to ascertain the quality of service rendered by the bidder, prior to award of this bid.</p>		
EVALUATION	<p>Comprehensive financial proposal in line with the Pricing Template provided by TCTA as Pricing Schedule. Refer to Annexure H: Pricing Template.</p> <p>Any deviation from the provided pricing schedule will result in disqualification.</p>	Mandatory	
COMPLIANCE	<p>PROFESSIONAL AFFILIATION / MEMBERSHIP</p> <p>Internal Audit Team</p> <p>Proof of valid Membership from the Institute of Internal Auditors (IIA) / SAICA for the following allocated team members:</p> <ul style="list-style-type: none"> Director Internal Audit- (IIA) membership as a CIA / SAICA membership as a CA (SA) Senior Manager/ Manager Internal Audit - IIA Senior Internal Auditor - IIA, and Internal Auditor - IIA <p>IT Audit Team</p> <p>Proof of valid Information Systems Audit and Control Association (ISACA) Membership for the following allocated team members:</p> <ul style="list-style-type: none"> Director IT IT Senior Manager/ Manager Senior IT Auditor, and IT Auditor. 	Mandatory	

DOCUMENT TYPE	DESCRIPTION	STATUS	BIDDER'S CHECKLIST (YES/NO)
	<p>Probity Review Team</p> <p>Proof of valid Membership from the Institute of Internal Auditors (IIA) / SAICA for the following team members:</p> <ul style="list-style-type: none"> • Probity Director- (IIA) membership as a CIA / SAICA membership as a CA (SA) • Probity Manager IIA, and • Probity Auditor/ Consultant - IIA. <p>Forensic Investigation Team</p> <p>Proof of valid Membership from Association of Certified Fraud Examiners (ACFE) / Institute for Commercial Fraud Practitioners (ICFP) for the following allocated team members:</p> <ul style="list-style-type: none"> • Director Forensics • Senior Manager Forensics • Senior Forensic Specialist/ Senior Forensics Auditor, and • Forensic Auditor. <p>Note! Bidders to submit proof of valid professional affiliation/membership in good standing with professional bodies for the allocated teams in the CV Template provided in Annexure C in any of the following options:</p> <ul style="list-style-type: none"> • Confirmation from the professional body, on the individual's valid membership and on the letterhead of the professional body; OR • A copy of the individual's valid Membership Certificate from the professional body; OR • Valid Membership number provided in the response to the RFB document (Annexure C – CV template). <p>Bidders may assign the same team member up to a maximum of two categories. Should the same</p>		

DOCUMENT TYPE	DESCRIPTION	STATUS	BIDDER'S CHECKLIST (YES/NO)
	<p>team member be assigned to more than two categories the Bidder will be allocated points for only the first two categories during the functional evaluation.</p> <p>TCTA reserves the right to verify the authenticity and validity of the professional affiliations or memberships submitted for the proposed team members with the relevant professional bodies.</p>		
ADMINISTRATIVE	<p>Standard National Treasury Bidding Documents (SBD)</p> <ul style="list-style-type: none"> • SBD1 • SBD 4 • SBD 6.1 	Non-Mandatory	
ADMINISTRATIVE	<p>Proof of registration on the National Treasury Central Supplier Database (CSD)</p>	Non-Mandatory	
EVALUATION	<p>A valid copy of the B-BBEE Certificate issued by a SANAS accredited agency.</p> <p>In the instance of an EME or QSE, they must submit a validly commissioned affidavit which meets the minimum requirements set out on Annexure F. Sworn Affidavits which do not meet the minimum requirements set out in Annexure F, will not be awarded points.</p> <p>Bidders must complete the Sworn Affidavit which is applicable to their company.</p> <p>QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.</p> <p>Or in case of Joint Ventures or Consortiums:</p> <ul style="list-style-type: none"> • Valid copy of consolidated B-BBEE certificate issued by verification Agency accredited by SANAS. 	Non-Mandatory	

DOCUMENT TYPE	DESCRIPTION	STATUS	BIDDER'S CHECKLIST (YES/NO)
Functionality Evaluation	COMPANY'S YEARS OF EXPERIENCE Bidders must demonstrate company track record, experience and expertise in providing and managing Audit Services as outlined under section 4: Scope of work, at either Private or Public Sector in the template provided in Annexure B Table 1 .	Non-Mandatory	
Functionality Evaluation	Company Experience in Computer Audit Skills and Tools Submit Signed Letter on the bidder's letterhead confirming the computer audit skills and tools or software used by the bidder, including Digital forensics.		
Functionality Evaluation	KEY PERSONNEL EXPERIENCE: Curriculum Vitae (CVs) for each team member, must be provided in the template provided by TCTA in Annexure C, OR Bidders may use their own CV template which must contain all the information stipulated in Annexure C , with a clear indication of the role for points allocation. Copies of Qualifications Certificates must be included in the response to this bid, for the points allocated to the Qualification criteria.	Non-Mandatory	

5.2 EVALUATION, STAGE 2: FUNCTIONALITY

TCTA will evaluate the submissions for functional capacity and capability, in terms of the criteria set out in Table 3 below. TCTA reserves the right to verify the submissions.

Table 3: Functional Evaluation Criteria

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
<p>1. COMPANY EXPERIENCE</p>	<p>COMPANY’S YEARS OF EXPERIENCE</p> <p>Bidders must demonstrate their company’s track record, experience and expertise in providing and managing Internal Audit Services as outlined under Section 4: Scope of work for either the private or public sector by completing the template provided in Annexure B, Table 1. Points will be allocated for services rendered within the last 10 years, for the following 4 Categories:</p> <ul style="list-style-type: none"> • Internal Audits • IT Audits • Probity Audits; and • Forensic Investigations. <p>Points will be allocated as follows:</p> <p>A minimum of five (5) years’ relevant experience within the public and/or private sector.</p> <ul style="list-style-type: none"> • Less than 5 years in Internal Audits AND IT Audits AND Probity Audits AND Forensic Investigations = 0 points • 5 years’ Experience in Internal Audits AND IT Audits AND Probity Audits AND Forensic Investigations = 5 points • 1 Point for every additional year of experience in Internal Audits AND IT Audits AND Probity Audits AND Forensic Investigations, from 6 to 10 years, up to a maximum of 10 points. <p>NB: No points will be allocated if any of the categories are not provided or do not meet the years required. Only a full year will be considered and not months for scoring points.</p>	<p>10 Points</p>
	<p>Company Experience in Computer Audit Skills and Tools</p> <ul style="list-style-type: none"> • The bidder must demonstrate availability of computer audit skills and tools. Written Letter on the bidder’s letterhead and signed by an authorised representative, to be provided for the data analytical software, cybersecurity tools and Digital forensic tools used by the bidder. • No proof of computer audit skills and tools provided = 0 points. • Letter confirming availability of Data Analytics tools OR Cyber Security tools OR Digital Forensics audit tools only. (2 Points) 	<p>10 Points</p>

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
	<ul style="list-style-type: none"> Letter confirming availability of Data Analytics tools AND Cyber Security tools OR Digital Forensics audit tools only. = 5 points Letter confirming availability of Data Analytics tools AND Cyber Security tools AND Digital Forensic audit tools = 10 points 	
2. KEY PERSONNEL	<p>Bidders must submit detailed CVs of proposed audit personnel and specialists, highlighting relevant experience including number of years, qualifications, professional memberships in the template provided in Annexure C.</p> <p>The team provided in each area must collectively possess the required expertise in that area.</p> <p>NB: Bidders to submit detailed CVs detailing a summary of experience and qualifications pertinent to the required service in the template provided in Annexure C as detailed in sub-sections 2.1 to 2.4 below. Hundred (100) points are broken down per key personnel required, below.</p>	100 Points
2.1. INTERNAL AUDIT TEAM	<p>The Internal Audit Team knowledge and experience required including expertise in the performance of all types of audits listed below:</p> <ul style="list-style-type: none"> Financial audits Governance audits Enterprise Risk Management audits Compliance audits Performance Information Advisory reviews Operational audits 	27 Points
DIRECTOR: INTERNAL AUDIT	<p><u>Director: Internal Audit Qualifications</u></p> <ul style="list-style-type: none"> CIA (Certified Internal Auditor) certification / CA(SA) qualification/designation [2 Points] No submission of relevant qualification = 0 Points <p>Copies of qualifications certificates or professional certifications, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<u>Must possess the following experience post qualification</u>	5

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
	a. Less than 15 years of Internal Audit post qualification Experience = 0 Points b. Minimum of 15 Years' Internal Audit post qualification Experience = 2 Points c. 1 Point for every additional post qualification year of experience, from 16 and above years, up to a maximum of 5 points .	
SENIOR MANAGER: INTERNAL AUDIT	<u>Senior Manager: Internal Audit Qualifications</u> <ul style="list-style-type: none"> Honours Degree (NQF Level 8): in the field of Accounting or Auditing = 2 Points] No submission of relevant qualification = 0 Points Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.	2
	<u>Must possess the following experience post qualification</u> <ol style="list-style-type: none"> Less than 10 years of Internal Audit post qualification Experience = 0 Points Minimum of 10 Years' Internal Audit post qualification Experience = 2 Points 1 Point for every additional post qualification year of experience, from 11 and above years, up to a maximum of 5 points. 	5
SENIOR INTERNAL AUDITOR	<u>Senior Internal Auditor Qualifications</u> <ul style="list-style-type: none"> Bachelor's degree (NQF Level 7): in the field of Accounting or Auditing = 2 Points] No submission of relevant qualification = 0 Points Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.	2
	<u>Must possess the following experience post qualification</u> <ol style="list-style-type: none"> Less than 5 years of Internal Audit post qualification Experience = 0 Points Minimum of 5 Years' Internal Audit post qualification Experience = 2 Points 1 Point for every additional post qualification year of experience, from 6 and above years, up to a maximum of 5 points. 	5

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
INTERNAL AUDITOR	<p><u>Internal Auditor Qualifications</u></p> <ul style="list-style-type: none"> • Bachelor's degree (NQF Level 7): in the field of Accounting or Auditing = 2 Points • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 3 years of Internal Audit post-qualification Experience = 0 Points</p> <p>b. Minimum of 3 Years of Internal Audit post-qualification Experience = 2 Points)</p> <p>c. 1 Point for every additional post-qualification year of experience, from 4 and above years, up to a <u>maximum of 4 points.</u></p>	4
2.2. IT AUDIT TEAM	<p>The IT Audit Team knowledge and experience required including expertise in the performance of all types of audits as listed in the note below.</p> <p>Skills in Cybersecurity, IT governance, IT general and application controls, IT vendor management, IT maturity assessment, and network infrastructure as well as implementation of IT projects AND Data Analytics.</p>	27 Points
DIRECTOR IT	<p><u>IT Director Qualifications</u></p> <ul style="list-style-type: none"> • Certified Information Systems Auditor (CISA) or Certification in the Governance of Enterprise IT (CGEIT) or Certified in Risk and Information Systems Controls (CRISC) or Certified Information Security Manager (CISM) =2 Points • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 15 years of IT Audit post-qualification Experience = 0 Points</p> <p>b. Minimum of 15 Years' IT Audit post-qualification Experience = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 16 years and above, up to a <u>maximum of 5 points.</u></p>	5

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
IT MANAGER	<p><u>IT Manager Qualifications</u></p> <ul style="list-style-type: none"> Honour's Degree (NQF Level 8): Computer Science, IT, IT Engineering, Information Systems = 2 Points. No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 10 years of IT Audit post-qualification experience = 0 Points</p> <p>b. Minimum of 10 Years of IT Audit post-qualification Experience = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 11 years and above, up to a maximum of 5 points.</p>	5
SENIOR IT AUDITOR	<p><u>Senior IT Auditor Qualifications</u></p> <ul style="list-style-type: none"> Bachelor's degree (NQF Level 7): Computer Science, IT, IT Engineering, Information Systems = 2 Points. No submission of relevant qualification = 0 Points Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria. 	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 5 years IT Audit post-qualification Experience = 0 Points</p> <p>b. Minimum of 5 Years of IT Audit post-qualification Experience = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 6 years and above, up to a maximum of 5 points.</p>	5
IT AUDITOR	<p><u>IT Auditor Qualifications</u></p> <ul style="list-style-type: none"> Bachelor's degree (NQF Level 7): Computer Science, IT, IT Engineering, Information Systems = 2 Points. No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 3 years' IT Audit post-qualification Experience = 0 Points</p> <p>b. Minimum of 3 Years of IT Audit post-qualification Experience =2 Points</p>	4

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
	c. 1 Point for every additional post-qualification year of experience, from 4 years and above, up to a maximum of 4 points.	
2.3. PROBITY REVIEWS TEAM	The Probity Audit Team knowledge and skills required in performing Probity Audits on procurement processes in the Private and/or Public Sector.	19 Points
PROBITY DIRECTOR	<p><u>Probity Director Qualifications</u></p> <ul style="list-style-type: none"> • CIA certification or CA(SA) qualification/designation = 2 Points. • No submission of relevant qualification = 0 Points • Copies of Qualifications certificates and Certifications, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria. 	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 10 years of Probity Audit post-qualification Experience = 0 Points</p> <p>b. Minimum of 10 years of Probity Audit post-qualification experience. = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 11 years and above, up to a maximum of 5 points.</p>	5
PROBITY MANAGER	<p><u>Probity Manager Qualifications</u></p> <ul style="list-style-type: none"> • Honours Degree (NQF Level 8) in the field of Accounting or Auditing = 2 points. • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 5 years of Probity Audit post-qualification Experience = 0</p> <p>b. Minimum of 5 years of Probity Audit post-qualification Experience = 2 Points</p> <p>c. 1 point for every additional post-qualification year of experience, from 6 years and above to a maximum of 5 points</p>	5
PROBITY AUDITOR/CONSULTANT	<p><u>Team Member Qualifications</u></p> <ul style="list-style-type: none"> • Bachelor's degree (NQF Level 7) in the field of Accounting or Auditing = 1 point. • No submission of relevant qualification = 0 Points 	1

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
	<p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p> <p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 3 years of Probity Audit post qualification Experience = 0</p> <p>b. Minimum of 3 years of Probity Audit post qualification Experience = 2 Points</p> <p>c. 1 point for every additional post qualification year of experience, from 4 and above years to a maximum of 4 points</p>	4
2.4. FORENSIC INVESTIGATION SERVICES TEAM	The Forensic Investigation Services Team expertise required: Forensics and/or Fraud Investigations and Digital Forensics.	27 Points
DIRECTOR FORENSICS	<p><u>Director Forensics Qualifications</u></p> <ul style="list-style-type: none"> • Certified Fraud Examiner / Post Graduate Qualification in Forensics and/or Fraud-related studies = 2 Points • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates and Certifications, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 15 Years of Forensic Investigation’s post-qualification Experience = 0</p> <p>b. Minimum of 15 Years Forensic Investigation post-qualification Experience in either Forensic and/or Fraud Investigations/ Digital Forensics = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 16 years and above, up to a maximum of 5 points.</p>	5
MANAGER: FORENSICS	<p><u>Manager Forensics Qualifications</u></p> <ul style="list-style-type: none"> • Post graduate qualification (NQF Level 8): Forensics and/or Fraud related studies: = 2 Points. • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2

FUNCTIONALITY EVALUATION		
SECTION	Evaluation criteria	Maximum Points
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 10 Years of Forensic Investigation's post-qualification Experience = 0</p> <p>b. Minimum of 10 Years Forensic Investigation's post-qualification Experience = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 11 years and above, up to a <u>maximum of 5 points.</u></p>	5
SENIOR FORENSICS SPECIALIST / SENIOR FORENSICS AUDITOR	<p><u>Senior Forensics Specialist/Senior Forensics Auditor Qualifications</u></p> <ul style="list-style-type: none"> • Bachelor's degree (NQF Level 7): Forensic and/or Fraud related studies = 2 Points. • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 5 Years of Forensic and/ or Investigation's post-qualification Experience = 0</p> <p>b. Minimum of 5 Years Forensic and/or Fraud Investigation's post-qualification Experience = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 6 years and above, up to a <u>maximum of 5 points.</u></p>	5
FORENSICS AUDITOR	<p><u>Forensics Auditor Qualifications</u></p> <ul style="list-style-type: none"> • Bachelor's degree (NQF Level 7): Forensic and/or Fraud related studies = 2 Points. • No submission of relevant qualification = 0 Points <p>Copies of Qualifications certificates, to be included in the response to this bid, for the 2 points allocated to the Qualifications criteria.</p>	2
	<p><u>Must possess the following experience post qualification</u></p> <p>a. Less than 3 Years of Forensic and/or Investigation's post-qualification Experience = 0 Points</p> <p>b. Minimum of 3 Years Forensic and/or Fraud Investigation post-qualification Experience = 2 Points</p> <p>c. 1 Point for every additional post-qualification year of experience, from 4 years and above, up to a <u>maximum of 4 points.</u></p>	4
TOTAL		Total 120

NB: Bidders who do not meet the minimum of 84 points threshold out of 120 points will be disqualified at the end of this stage and not evaluated further.

5.3 STAGE 3: EVALUATION - SPECIFIC GOALS

The specific goals for this bid are as follows:

The table below will be used to calculate the score out of 20 for preference points.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.
- All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit.

5.4 STAGE 4: PRICE EVALUATION

5.4.1 TCTA will evaluate the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

5.4.2 If the price offered by the highest-scoring bidder is not market-related, TCTA reserves the right not to be awarded to that bidder.

5.4.3 The bidder must populate the pricing using information from the Pricing Schedule for auditing services. Refer to Annexure H.

5.4.4 Rates should include VAT and Escalations for years two to three. Fees must be quoted at an hourly rate, preferably based on Auditor General (AGSA) rates. These rates will be fixed and firm for the period of the contract and will be applied per level of staff utilised.

5.4.5 All prices must include all costs applicable.

5.4.6 Prices must be firm and unconditional.

- 5.4.7 TCTA reserves the right to negotiate the final rates with the successful Panelists.
- 5.4.8 TCTA reserves the right to negotiate the rates per resource with the shortlisted bidders to standardise the rates per hour.
- 5.4.9 Technical and Specialist Skills Audit & Advisory Rates; as and when the services of specialised and technical nature are required, then all the suppliers on the panel will be invited to quote and evaluated in terms of PPPFA.

5.5 PREFERENTIAL POINTS CALCULATION

- 5.5.1 The 80/20 preference point system will apply, and the lowest acceptable tender will be used to determine the applicable preference point system
- 5.5.2 The weighting of the Preferential points calculation is as follows:

Specific Goals	=	20
Price	=	80
Total Points	=	100

5.6 EVALUATION, STAGE 5: SUPPLIER VETTING

TCTA may disqualify a bidder who/whose:

- 5.6.1 Submits fraudulent information or information that they do not have the authority to submit;
- 5.6.2 Is listed on National Treasury’s list of Blacklisted Suppliers or Defaulters or similar;
- 5.6.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 5.6.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state, signed by the executive authority, stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
- 5.6.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

6. CONDITIONS OF BID

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

6.1 COSTS OF BIDDING

6.1.1 Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the non-compulsory briefing session.

6.1.2 TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

6.2 CLARIFICATIONS

6.2.1 All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.

6.2.2 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

6.2.3 Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

6.3 AMENDMENTS

6.3.1 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website and the National Treasury E-tender portal at least 10 (ten) business days prior to the stipulated closing date and time.

- 6.3.2 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 6.3.3 TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 6.3.4 TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 6.3.5 TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 6.3.6 In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

6.4 MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION

- 6.4.1 Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 6.4.2 Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special Conditions of Bid. The words “Amendment to Bid” and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging.
- 6.4.3 No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 6.4.4 TCTA reserves the right to request Bidders for clarification needed to evaluate their Bids; however, such a request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder’s responses will be made in writing.

6.5 VALIDITY PERIOD

- 6.5.1 All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.

- 6.5.2 If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 6.5.3 If a bidder rejects the extension of validity period with no further comments, the bidder's rejection shall be accepted as a withdrawal from the bid process.
- 6.5.4 If a bidder rejects the extension of the validity period and requests an adjustment to their bid price, such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

6.6 DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

- 6.6.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 6.6.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 6.6.3 Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 6.6.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act, Act 4 of 2013 ("POPI").
- 6.6.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 6.6.6 We may collect the following information about you:
 - 6.6.6.1 Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information.
 - 6.6.6.2 Information about your beneficial owner if we are required to do so in terms of POPIA.
 - 6.6.6.3 Records of correspondence or enquiries from you or anyone acting on your behalf.

- 6.6.6.4 Details of transactions you carry out with us.
- 6.6.6.5 Details of contracts you carry out with us; and
- 6.6.6.6 Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

6.6.7 If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

6.6.8 Why we collect Personal Information

6.6.9 Employee and Contractor Information

- 6.6.9.1 To Remunerate the person.
- 6.6.9.2 To comply with laws authorising or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- 6.6.9.3 To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- 6.6.9.4 To conduct criminal, credit, employment reference and other related reference checks.
- 6.6.9.5 To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

6.6.10 Client Information

- 6.6.10.1 To render client-related services and administration of client accounts.
- 6.6.10.2 To conduct criminal, credit, reference, and other related reference checks.
- 6.6.10.3 To authenticate the client.
- 6.6.10.4 To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

6.6.11 Supplier and Third-Party Contractor/Service Provider Information

- 6.6.11.1 To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- 6.6.11.2 To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.

6.6.11.3 To render services relating to the administration of supplier/service provider or contractor accounts.

6.6.11.4 To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

6.6.12 Sources of Personal Information

6.6.12.1 Personal information may be collected from the following sources:

6.6.12.2 Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submits form requests or transactions, use our websites, or make use of any of the TCTA services.

6.6.12.3 From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.

6.6.12.4 From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

6.6.13 The Storage of Personal Information

6.6.13.1 All personal information collected by TCTA will be stored as follows:

6.6.13.2 In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.

6.6.13.3 For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:

- o Required by law or contractual obligation.
- o Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.

6.6.13.4 Retained further with the person's consent:

- o After which the information will be de-identified and disposed of as per the TCTA Records policy.

6.6.14 Sharing of Personal Information

6.6.14.1 Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged

thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisations in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.

- 6.6.14.2 To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.
- 6.6.14.3 To financial and government organisations who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies, including the South African Revenue Service and the National Credit Regulator.
- 6.6.14.4 To persons employed by TCTA to provide services on our behalf and that they adhere to TCTA policies regarding the treatment of personal information.
- 6.6.14.5 To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- 6.6.14.6 To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- 6.6.14.7 To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

6.6.15 Your Rights regarding your Personal Information

- 6.6.15.1 A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 6.6.15.2 Right of access to and the right to rectify or update the personal information collected.
- 6.6.15.3 The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- 6.6.15.4 The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

6.6.16 General Conditions pertaining to Personal Information

- 6.6.16.1 TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise

because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

6.7 CONFLICTS OF INTEREST

- 6.7.1 Bidders are required to provide professional, objective, and impartial advice/services at all times and to hold the client's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 6.7.2 Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidder's appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case-by-case basis.
- 6.7.3 Without limitation on the generality of this rule, bidders should not be participate in the bid process and/or be appointed where the bidder:
 - 6.7.3.1 has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
 - 6.7.3.2 Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
 - 6.7.3.3 Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatisation of public assets should not purchase, nor advise purchasers of such assets.
- 6.7.4 The limitation of participation shall not apply to bidders who are organs of state.

6.8 RIGHT NOT TO AWARD

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid as follows:

- 6.8.1 Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;
- 6.8.2 Funds are no longer available to cover the total envisaged expenditure;
- 6.8.3 No acceptable Bid is received; or
- 6.8.4 There are material irregularities in the Bid process.

6.9 NOTIFICATION OF UNSUCCESSFUL BIDDERS

If no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

6.10 PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

- 6.10.1 No Bidder shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- 6.10.2 Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
- 6.10.3 Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or
- 6.10.4 Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.

6.11 FRONTING

- 6.11.1 The TCTA supports the spirit of Broad-Based Economic Empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.

- 6.11.2 TCTA, in ensuring that Bidders conduct themselves in an honest manner may, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 6.11.3 Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

6.12 JOINT VENTURE OR CONSORTIUM

- 6.12.1 TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 6.12.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- 6.12.2.1 Control
 - 6.12.2.2 Management
 - 6.12.2.3 Operations
- 6.12.3 **The joint venture or consortium agreement:**
- 6.12.3.1 Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
 - 6.12.3.2 Must record the percentage participation by each member.
 - 6.12.3.3 Must provide for meaningful input by all members to the policy-making and management activities of the joint venture or consortium;
 - 6.12.3.4 Must provide for the establishment of a management body for the joint venture or consortium;

- 6.12.3.5 Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 6.12.3.6 Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- 6.12.3.7 Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 6.12.3.8 Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- 6.12.3.9 Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

6.12.4 **Right to review the joint venture or consortium agreement**

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

6.12.5 **Amendment of the joint venture or consortium agreement**

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

7. **CONDITIONS OF CONTRACT**

- 7.1 Once the successful panel is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful panel, which contract will include the following documents:
 - 7.1.1 The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
 - 7.1.2 The relevant Bid Submissions;
 - 7.1.3 The letter of acceptance to the successful Panel; and
 - 7.1.4 Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
 - 7.1.5 The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Panel.

7.2 The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable.

7.3 In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.

7.4 Variations And Contract Price Adjustments

7.4.1 No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.

7.4.2 Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:

7.5 If the original award/contract made provision for the increase:

7.5.1 The Contract Manager must prepare a notice of increase based on CPA to the service provider,

7.5.2 Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;

7.5.3 Such a letter must be sent at least 2 weeks prior to the effective date of the increase;

7.6 If the original award/legal agreement did not make provision for the increase:

7.6.1 The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;

7.6.2 The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist;

7.6.3 The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract;

7.6.4 The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department;

7.6.5 Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum;

7.6.6 The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.

7.6.7 The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

7.7 Performance Management

This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

7.8 Communication

The successful bidders must forward all communication in respect to this contract to the contract Manager stipulated in the Letter to Award.

7.9 Supplier Code of Conduct

7.9.1 All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:

7.9.1.1 Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.

7.9.1.2 Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa.

7.9.1.3 Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.

7.9.1.4 Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.

7.9.2 Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:

- 7.9.2.1 Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
 - 7.9.2.2 Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
 - 7.9.2.3 Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorised to use such assets.
 - 7.9.2.4 Use TCTA provided information technology and systems (including email) only for authorised business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications.
 - 7.9.2.5 Using provided information assets and systems.
 - 7.9.2.6 Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks, and trade secrets. Use software, hardware, and content only in accordance with their associated license or terms of use.
 - 7.9.2.7 Speak to the press on TCTA's behalf only if the supplier and/or representative is expressly authorised in writing to do so by TCTA.
- 7.9.3 TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:
- 7.9.3.1 Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
 - 7.9.3.2 Comply in all respects with the Employment Equity Act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
 - 7.9.3.3 Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices. Adequate steps shall be taken to minimise the causes of hazards inherent in the working environment. While on TCTA

property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees, or guests.

- 7.9.3.4 Prohibit the use, possession, distribution, and sale of illegal drugs while on TCTA owned, leased or managed property.
- 7.9.3.5 Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- 7.9.3.6 Workers should not be required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- 7.9.3.7 Comply with all local minimum working age laws and requirements and not utilise child employees. Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- 7.9.3.8 Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
- 7.9.3.9 Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- 7.9.3.10 Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and
- 7.9.3.11 Keep employee records in accordance with acts and regulations issued by the Department of Labour.

- 7.9.4 TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.
- 7.9.5 Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.
- 7.9.6 TCTA expects its suppliers to share its commitment to B-BBEE and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the B-BBEE Codes of Good Conduct. At all times, the supplier undertakes to ensure that they are in possession of a valid B-BBEE certificate.
- 7.9.7 TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

7.9.8 Payment Process

- 7.9.4 Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.
- 7.9.5 Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.
 - 7.9.5.1 TCTA reserves the right to request the following information prior to making payment:
 - 7.9.5.2 A VAT registration certificate, if the successful Panelists are VAT vendors.
 - 7.9.5.3 An invoice without deduction of PAYE and/or SITE, if the successful Panelists is not registered for VAT; or
- 7.9.6 A statement of account detailing cumulative costs claimed from contract inception against the contract amount.
- 7.9.7 All invoices shall contain a Purchase Order number as a reference, TCTA and successful Panelists' VAT numbers, if registered for VAT, successful Panelist's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

7.9.8 Payment will only be made against original invoices which comply with the requirements of the VAT Act. Failure to remit a fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ANNEXURE A: PANEL TERMS OF REFERENCE

1. ADMISSION AND TENURE

Bidders who score the highest preferential points up to a maximum of five (5) will be admitted into the panel. The panel will be in existence for a period of 36 months.

2. APPOINTMENTS

- a. Allocation of work will be rotated amongst the panelists starting from the highest point ranking of the final score.
- b. Where a rotational system is not utilised because the services are complex and/or pricing is variable, then all suppliers on the panel will be invited to quote i.e. for the Services that require Specialists and Technical skills.
- c. Statement of Work will be issued to the panel as and when required.
- d. The bidders will be required to provide a total price based on contracted hourly rate for the scope of work defined/detailed in the Statement of Work.
- e. On allocation of work/assignment, bidders are expected to provide the same resource as per their bid submission. Should for any reason whatsoever the bidders are unable to utilise/ assign said resource, the bidders will be expected to provide a resource with similar or better competency with respect to expertise and experience for TCTA's approval.
- f. As and when the services of specialised and technical nature are required, then all the suppliers on the panel will be invited to quote.

3. PERFORMANCE MANAGEMENT

- a. This panel shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.
- b. The bidder's admission to this panel shall run concurrently with their signed legal agreement.

4. NON-EXCLUSIVITY

- a. TCTA reserves the right to issue another bid and appoint a services provider that is not on the panel for the same or similar scope of work in the event that the panel is suspended, cancelled or unable to meet the operational needs of TCTA.
- b. TCTA also reserves the right to extend the number of panel members by issuing a separate bid for a supplementary panel.

5. NO GUARANTEE

Appointment onto the TCTA panel shall not entitle a bidder to automatic appointment, TCTA shall appoint panel members for specific assignments as and when required based on a fair and equitable manner that takes into consideration, skills requirements and circulation of work.

6. TERMS OF REFERENCE REVIEW

These Terms of Reference shall be annually reviewed, or whenever changes are required to align with the business needs legislative or regulatory requirements.

7. CONTRACT MANAGEMENT

Upon award, TCTA will allocate a contract manager to assist with all queries related to this panel. All communication in respect to the panel must be through the TCTA appointed contract manager.

8. TERMINATION OR SUSPENSION OF THE PANEL

- a. TCTA reserves the right to terminate or suspend this panel in the following circumstances:
 - i. Where less than 75% of the panel remains active due to termination of their legal agreements with TCTA:
 - ii. Where TCTA's operational needs and circumstances change in such a way that negates the current scope of work;
 - iii. Where there is pending litigation on the panel and subject to any court order/interdict on the termination or suspension of the panel;

- iv. Where the scope of work, duration and/or value of the panel and/or individual contracts is varied more than 3 (three) times, the panel may be terminated on the fourth request for variation. These variations do not include those for contract price adjustment. Contract price adjustments are limited by these Terms of Reference.
- v. In the event of a termination or suspension, TCTA shall notify the panel members in writing, no less than 14 (fourteen) working days of the termination of the panel.

ANNEXURE B: COMPANY EXPERIENCE – SUMMARY OF SERVICES DELIVERED

TCTA reserves the right to contact the Referees provided to ascertain the quality of service rendered by the bidder, prior to award of this bid.

NB: No points will be allocated if this table is not completed in full and supported by Reference Letters. No points will be allocated for self-created templates that are not fully aligned with the TCTA template.

Bidders to complete Table 1 below.

TABLE 1: COMPANY EXPERIENCE SUMMARY – TYPES OF SERVICES DELIVERED

#	Client Name	Duration of the service (Years)	Period service was provided: from Start to End dates	Description of services provided:	Contact details: Name & Surname; Designation; Tel or Cell number & e-mail address
A: INTERNAL AUDITS LISTED IN INTERNAL AUDIT CATEGORY:					

#	Client Name	Duration of the service (Years)	Period service was provided: from Start to End dates	Description of services provided:	Contact details: Name & Surname; Designation; Tel or Cell number & e-mail address
B: IT AUDITS					

#	Client Name	Duration of the service (Years)	Period service was provided: from Start to End dates	Description of services provided:	Contact details: Name & Surname; Designation; Tel or Cell number & e-mail address
C: PROBITY AUDITS: INFRASTRUCTURE PROJECTS AND CORPORATE GOODS & SERVICES					

#	Client Name	Duration of the service (Years)	Period service was provided: from Start to End dates	Description of services provided:	Contact details: Name & Surname; Designation; Tel or Cell number & e-mail address
D: FORENSIC INVESTIGATIONS					

SIGNATURE: NAME OF BIDDER.....(of person authorised to sign on behalf of the bidder)

ANNEXURE C: PERSONNEL EXPERIENCE

TCTA reserves the right to contact the Referees provided to ascertain the quality of service rendered by the bidder, prior to award of this bid.

Bidders may assign the same team member up to a maximum of two categories. Should the same team member be assigned to more than two categories the Bidder will be allocated points for only the first two categories during the functional evaluation.

It is REQUIRED that all Bidders complete the CVs for each Team Member in the following templates. Bidders may reproduce the template in response to the bid. NB: No points will be allocated if this table is not completed in full. No points will be allocated for self-created templates that are not fully aligned with the TCTA template.

No	Service Offering & Role	Name of Core Resources to be Evaluated
A.	INTERNAL AUDIT TEAM	
1	Director: Internal Audit	
2	Senior Manager: Internal Audit	
3	Senior Internal Auditor	
4	Internal Auditor	
	Average rate	
B	INFORMATION TECHNOLOGY AUDIT TEAM	
1	Director: IT	
2	IT Manager	
3	Senior IT Auditor	
4	IT Auditor	
	Average rate	
C	PROBITY AUDIT TEAM: PROJECT IMPLEMENTATION, PROJECT FUNDING AND CORPORATE GOODS & SERVICES	
1	Probity Director	
2	Probity Manager	
3	Probity Auditor/ Consultant	
	Average rate	
D	FORENSIC INVESTIGATIONS	
1	Director	
2	Manager: Forensics	
3	Senior Forensics Auditor	

No	Service Offering & Role	Name of Core Resources to be Evaluated
4	Forensic Auditor	
	Average rate	
	Overall Average Rate for A, B, C, D, E	

Annexure C1: CV Template: INTERNAL AUDIT TEAM

CURRICULUM VITAE TEMPLATE: - INTERNAL AUDIT TEAM

This form should be completed for each key person listed in the functionality criterion.

Responsibility or role in the project	
Name & Surname:	
Qualifications (Attach Proof of Qualification):	
Professional Membership (If any):	
Name of Employer (Firm):	
Current Position:	Years of experience in this category:

Experience record pertinent to required service:				
START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced

START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced	

I, the undersigned, certify that to the best of my knowledge and belief, this data is correct.

(Signature of Duly Authorised Personnel)	
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SIGNATURE:

NAME OF BIDDER: (of person authorised to sign on behalf of the Bidder)

Annexure C2:CV Template: IT AUDIT TEAM

CURRICULUM VITAE TEMPLATE: - INFORMATION TECHNOLOGY (IT) AUDIT TEAM

This form should be completed for each key person listed in the functionality criterion.

Responsibility or role in the project	
Name & Surname:	
Qualifications (Attach Proof of Qualification):	
Professional Membership (If any):	
Name of Employer (Firm):	
Current Position:	Years of experience in this category:

Experience record pertinent to required service:				
START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced

START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced	

I, the undersigned, certify that to the best of my knowledge and belief, this data is correct.

(Signature of Duly Authorised Personnel)	
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SIGNATURE:

NAME OF BIDDER: (of person authorised to sign on behalf of the Bidder)

Annexure C3:CV Template: PROBITY AUDIT TEAM

CURRICULUM VITAE TEMPLATE: - PROBITY AUDIT TEAM

This form should be completed for each key person listed in the functionality criterion.

Responsibility or role in the project	
Name & Surname:	
Qualifications (Attach Proof of Qualification):	
Professional Membership (If any):	
Name of Employer (Firm):	
Current Position:	Years of experience in this category:

Experience record pertinent to required service:				
START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced

START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced	

I, the undersigned, certify that to the best of my knowledge and belief, this data is correct.

(Signature of Duly Authorised Personnel)

SIGNATURE:

NAME OF BIDDER: (of person authorised to sign on behalf of the Bidder)

Annexure C4: CV Template: FORENSIC INVESTIGATIONS SERVICES TEAM

1. CURRICULUM VITAE TEMPLATE: - FORENSIC INVESTIGATIONS SERVICES TEAM

This form should be completed for each key person listed in the functionality criterion.

Responsibility or role in the project	
Name & Surname:	
Qualifications (Attach Proof of Qualification):	
Professional Membership (If any):	
Name of Employer (Firm):	
Current Position:	Years of experience in this category:

Experience record pertinent to required service:				
START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced

START DATE	END DATE	NAME OF EMPLOYER	ROLE	Forensic Investigations Team Member Experience Summary (Use bullet points), including systems or electronic tools experience and Clients serviced	

I, the undersigned, certify that to the best of my knowledge and belief, this data is correct.

(Signature of Duly Authorised Personnel)

SIGNATURE:

NAME OF BIDDER: (of person authorised to sign on behalf of the Bidder)

ANNEXURE D: SBD 1 – INVITATION TO BID

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	007/2025/IA/FIRMS/RFB	CLOSING DATE:	12 February 2026	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A PANEL OF UP TO A MAXIMUM OF FIVE SERVICE PROVIDERS TO PROVIDE CO-SOURCE INTERNAL AUDIT SERVICES FOR TCTA FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TCTA, Byls Bridge Office Park, Building 9, Cnr Olievenhoutbosch and Jean Avenue, Doringkloof, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	The Receiving Officer		CONTACT PERSON	The Receiving Officer	
TELEPHONE NUMBER	012 683 1200		TELEPHONE NUMBER	012 683 1200	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders03@tcta.co.za		E-MAIL ADDRESS	tenders03@tcta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B - TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

ANNEXURE E: SBD 4 – BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER’S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish the following particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have

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

any interest in any other related enterprise whether or not they are bidding for this contract?

2.3.1 If so, furnish the following particulars:

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

3. DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to

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

ANNEXURE F - SBD 6.1: 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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor	Number of Points	
1	20	
2	18	
3	14	
4	12	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

ANNEXURE G – VALID SWORN AFFIDAVIT REQUIREMENTS

The following information is required:-

- a) Name/s of deponent as they appear in the identity document and the identity number;
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit;
- c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.;
- d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected;
- e) Indicate total revenue for the latest financial year and whether it is based on audited financial statements or management accounts;
- f) Full financial year end as per the enterprise's registration documents, which was used to determine the total revenue. Example 28 February 2022;
- g) B-BBEE Status level. An enterprise can only have one status level;
- h) Nature of business;
- i) VAT Number;
- j) Date deponent signed and date of Commissioner of Oath must be the same;
- k) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest;
- l) Correct Sector Codes Affidavit to be used.

ANNEXURE H: PRICING SCHEDULE

Price schedule to be submitted in a separate envelope clearly marked with Reference number).

Bidders must price as per the pricing schedule below:

NB: The below cost must be inclusive of all costs required to render the required services as per scope of work and deliverables.

No	Service Offering	Rate Per hour (Rands) Year 1	Rate Per hour (Rands) Year 2	Rate Per hour (Rands) Year 3
A.	INTERNAL AUDIT TEAM			
1	Director: Internal Audit			
2	Senior Manager Internal Audit			
3	Senior Internal Auditor			
4	Internal Auditor			
	Average rate			
B	INFORMATION TECHNOLOGY AUDIT TEAM			
1	Director: IT			
2	IT Manager			
3	Senior IT Auditor			
4	IT Auditor			
	Average rate			
C	PROBITY AUDIT TEAM: PROJECT IMPLEMENTATION, PROJECT FUNDING AND CORPORATE GOODS & SERVICES			
1	Probity Director			
2	Probity Manager			
3	Probity Auditor/ Consultant			
	Average rate			
D	FORENSIC INVESTIGATIONS			
1	Director			
2	Manager: Forensics			
3	Senior Forensics Auditor			
4	Forensic Auditor			
	Average rate			
	Overall Average Rate for A, B, C, D			

ANNEXURE I: ACCESS FORM



I hereby request for a pin code to access TCTA premises to submit below-mentioned bid

BID NUMBER:	007/2025/IA/FIRMS/RFB
BID DESCRIPTION:	APPOINTMENT OF A PANEL OF UP TO MAXIMUM OF FIVE SERVICE PROVIDERS TO PROVIDE CO-SOURCE INTERNAL AUDIT SERVICES FOR TCTA FOR A PERIOD OF 36 MONTHS
NAME OF BIDDER/COMPANY:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	
PLANNED BID SUBMISSION DATE	
NOTE: The access code will be issued closer to be bid closing date or planned bid submission date to ensure validity of the code as it is valid for one entry within 48 hours of issue.	

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE

DATE: _____