



INGONYAMA TRUST BOARD

• 65 Trelawney Road, Southgate, Pietermaritzburg, 3201 • P.O. Box 601, Pietermaritzburg, 3200
 •Tel: 033 846 9900 •Fax: 033 386 2528 •www.ingonyamatrust.org.za

BIDDING FORMS

| | | |
|------------------|---|--|
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.**

SBD1

**PART A
INVITATION TO BID**

| | | | | | |
|---|---|---------------|--|---------------------------------|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | ITB/01/08/2023 | CLOSING DATE: | 05/09/2023 | CLOSING TIME: | 15H00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNAL AUDIT SERVICES AT THE INGONYAMA TRUST BOARD (ITB) AND INGONYAMA TRUST (IT) FOR A PERIOD OF THIRTY-SIX (36) MONTHS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 65 Trelawney Road | | | | | |
| Southgate | | | | | |
| Pietermaritzburg | | | | | |
| 3201 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms T Khenisa | | CONTACT PERSON | Mr S Vilakazi | |
| TELEPHONE NUMBER | 060 998 0448 | | TELEPHONE NUMBER | 060 998 0448 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | khenisat@ingonyamatrust.org.za | | E-MAIL ADDRESS | VilakaziS@ingonyamatrust.org.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS
SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

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

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

SECTION A

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

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

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

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SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
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SECTION C

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

(To be completed by bidder)

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

REPRESENTS (state name of bidder)CSD
Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

SECTION D

SBD 3.3

PRICING SCHEDULE
(Professional Services)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNAL AUDIT SERVICES AT THE INGONYAMA TRUST BOARD (ITB) AND INGONYAMA TRUST FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]
(Professional Services)

NAME OF BIDDER:

BID NO.: ITB/01/07/2023

CLOSING DATE: 05/09/2023

CLOSING TIME: 15H00 PM

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|---------|-------------|--|
|---------|-------------|--|

| DESCRIPTION | ESTIMATED HOURS FOR 3 YEARS | NUMBER OF ACTIVITIES / REPORTS | TOTAL COST (Excluding 15% VAT) |
|--|-----------------------------|--------------------------------|--------------------------------|
| 1. Lease Administration Process Review. | 120 | 3 – 1 per year | R |
| • Finance Review Report | 120 | 3 – 1 per year | R |
| 1 SCM and Asset Management Review Report | 120 | 3 – 1 per year | R |
| • Human Resource (HCS) Review Report | 120 | 3 – 1 per year | R |
| 1 Information Technology (IT)Review Report | 120 | 3 – 1 per year | R |
| • Land Management Review report | 120 | 3 – 1 per year | R |
| 4. Governance Review Report | 120 | 3 – 1 per year | R |
| • Risk Management Review Report | 60 | 3 – 1 per year | R |
| (i) Legal Services Review Report | 60 | 3 – 1 per year | R |
| 5 Communication Services | 60 | 3 – 1 per year | R |

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| | | | |
|---|-----|--|------|
| Review Report | | | |
| a) Security Management and OHS Review Report | 60 | 3 – 1 per year | R |
| a) Compliance Management Review Report | 60 | 3– 1 per year | R |
| b) Disaster Recovery and Business Continuity Review Report | 60 | 3 – 1x Full review and 2x Follow-up Review | R |
| a) Quarterly and Annual Reviews of Performance Information Report | 60 | 12 – 4per year | R |
| a) Review of Interim Financial Statements and Annual Financial Statements Reports | 240 | 6 – 2 per year | R |
| a) Quarterly Follow-Up on Internal and External Audit Findings – updated Tracking Registers | 120 | 12 – 4 per year | R |
| Total estimated hours for the 3-year period. | | | 1620 |
| SUB-TOTAL | R | | |
| VAT at 15% | R | | |
| TOTAL | R | | |

NB: FAILURE TO FULLY COMPLETE THIS SBD 3.3 WILL RENDER YOUR PROPOSAL REGARDED AS NON-RESPONSIVE AND WILL THEREFORE NOT BE CONSIDERED FOR FURTHER EVALUATION.

NB! The ITB will not be responsible for any travelling costs

NB! The ITB will process invoice payments upon the successful completion or partial completion of the abovementioned deliverables in line with the signed service level agreement (SLA)

Kindly indicate the relationship between the quoted amount and the recommended rates of the appropriate regulatory body.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
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SBD 4

SECTION E

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 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 any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

2.3.1 If so, furnish 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 the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM

SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of bidder |

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.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
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SECTION F

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed **R50 000 000** (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable

1.3 Points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

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2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

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- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.**

5

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date: ____/____/____

| |
|--------------|
| |
| Stamp |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

| | |
|--|--|
| Enterprise Name | |
| Trading Name (If Applicable): | |
| Registration Number | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of “Black People” | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisationi- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;” |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

| | |
|--|---|
| Definition of “Black Designated Groups” | <p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |
|--|---|

3. I hereby declare under Oath that:

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

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

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.**

Deponent Signature: _____

Date: ____/____/____

| |
|--------------|
| |
| Stamp |

Signature of Commissioner of Oaths

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.**

SECTION G

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL
AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.**

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

| |
|--|
| |
|--|

WITNESSES

1

2

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

SECTION H

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 14.1.2. in the event of termination of production of the spare parts:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 14.1.3. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.4. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- 23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2. the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

SECTION I

SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 The contract is for a period of 36 months.

2. EVALUATION CRITERIA

There are three main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and the price and preference points.

2.4. Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.5. Preferential Point Evaluation

2.5.1. This bid will be evaluated using the 80/20/ 90/10 preference point system.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

SECTION J

AUTHORITY TO SIGN A BID

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

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

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

.....
 hereby authorise Mr/Mrs/Ms
 acting in the capacity of
 whose signature is
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

Note:

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

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

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

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as



INGONYAMA TRUST BOARD

• 65 Trelawney Road, Southgate, Pietermaritzburg, 3201 • P.O. Box 601, Pietermaritzburg, 3200
• Tel: 033 846 9900 • Fax: 033 386 2528 • www.ingonyamatrust.org.za

described above shall result in the tender being considered non-responsive and rejected.

SECTION K

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNAL AUDIT SERVICES AT THE INGONYAMA TRUST BOARD (ITB) AND INGONYAMA TRUST (IT) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

PHYSICAL ADDRESS:

65 Trelawney Road
Southgate
Pietermaritzburg
3201

1. INTRODUCTION AND BACKGROUND.

- 1.1 The Ingonyama Trust Board (ITB) is inviting potential service providers with suitable technical skills and experience to provide internal audit services for a period of thirty-six (36) months to Ingonyama Trust Board (ITB) and Ingonyama Trust (IT).
- 1.2 The ITB is a National Public Entity listed in terms of Schedule 3(A) of the Public Finance Management Act.
- 1.3 The ITB administers the affairs of Ingonyama Trust and the Trust land.
- 1.4 Ingonyama Trust is a corporate body established to be administered for the benefit, material welfare and social well-being of the members of the tribes, communities, and residents.
- 1.5 ITB and IT is currently comprised of the following business functions:
 - 1.5.1 Land Tenure Management Services.
 - 1.5.2 Corporate Services. (ICT, Communication, HRM, Facilities).
 - 1.5.3 Office of the CEO. (Legal, strategic planning and monitoring).
 - 1.5.4 Financial Management Services. (Assets, Supply Chain Management).

2 OVERVIEW OF THE INTERNAL AUDIT FUNCTION AT THE ITB.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

2.1. The ITB internal audit function has always been outsourced to a service provider. Internal audit is expected to administratively report to the Chief Executive Officer and functionally to the Audit Committee.

3. OBJECTIVES.

3.1 The objective of this Request for Proposal is to invite competent and reliable service providers, in good tax standing, to submit proposals for consideration to be appointed to assist the Ingonyama Trust Board through provision of internal audit services for a period of thirty-six (36) months for both Ingonyama Trust Board and Ingonyama Trust.

3.2 These internal audit services are required to be conducted in accordance with the approved ITB Internal Audit Charter, Internal Audit Annual Coverage Plan and International Standards for the Professional Practice of Internal Auditing as issued by the Institute of Internal Auditors.

3. SCOPE OF WORK FOR INTERNAL AUDIT

4.1 The activities outlined below represent at minimum the scope of internal audit function which is expected to be executed by the service provider:

4.1.1 Evaluation of the ITB and IT systems of governance, risk management and internal controls with an objective of determining adequacy and effectiveness. Such evaluation shall be achieved through execution of the following audit projects, at a minimum:

- (ii) Land Management Services Reviews.
- (iii) Lease administration Process Review.
- (iv) Operations Audit Reviews (Finance, SCM, Asset Management, HR)
- (v) Information Technology Reviews.
- (vi) Risk Management Reviews.
- (vii) Governance Reviews.
- (viii) Legal Reviews.
- (ix) Communication Services Reviews.
- (x) Disaster Recovery and Business Continuity Reviews.
- (xi) Quarterly and Annual Reviews of Performance Information.
- (xii) Reviews of Interim Financial Statements and Annual Financial Statements.
- (xiii) Security Management and OHS Reviews.
- (xiv) Compliance Management Reviews.
- (xv) Quarterly Follow-Up on Internal and External Audit Findings.

4.1.2 Forensic audit reviews as and when requested by the Board and the Audit Committee.

4.1.3 Execution of any ad-hoc investigations into any matter or activity affecting the priority, interest and operating efficiency of the ITB and IT.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 4.1.4 Compilation and review of Internal Audit Policies, Internal Audit Charter as well as the Audit & Risk Committee Charter to ensure compliance with best practice.
- 4.1.5 Performance of advisory and consulting activities at the request of management and the Audit Committee.

4. PROJECT DELIVERABLES

4.1. Audit Methodology

- 4.1.1. The Service Provider shall be required to conduct the internal audit review following an Internal Audit Methodology that is aligned to the Institute of Internal Auditors' (IIA) Standards and shall, at the minimum covers the following engagement documents:

- b) Audit Notification;
- c) Minutes of Entrance meeting;
- d) Audit Planning Memorandum, inclusive of the project plan;
- e) System Description and Flowcharts;
- f) Risk Matrix / Gap Analysis;
- g) Audit Program;
- h) Test of Controls Working Paper, documenting record of work done;
- i) Audit Finding Sheets;
- j) Draft Audit Report;
- k) Minutes of Closing meeting; and
- l) Final Audit Report.

4.2. Engagement Project Management

- 4.2.1. The Service Provider will be expected to perform the following regarding the internal audit projects:

- 4.2.1.1. Engagement Planning.
- 4.2.1.2. Engagement Execution.
- 4.2.1.3. Reporting of the audit project; and
- 4.2.1.4. Closure of the audit project.

- 4.2.2. The Managing of the audit projects will include all forms of quality assurance of work delivered for the duration of the project. The service provider shall be responsible for engagement supervision in each of the audit phases mentioned above.
- 4.2.3. Project monitoring shall take a form of bi-weekly project status reports from the service provider as well as meetings where deemed necessary with management.
- 4.2.4. At the conclusion of the project, the service provider shall submit a comprehensive audit report to the CEO, Audit Committee and the Board.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 4.2.5. The Service Provider must ensure that specialist(s) assigned to the project maintain his / her objectivity by remaining independent of the audited activities.

4.3. Communication of Audit Results

- 4.3.1. Audit findings containing findings, root causes, impact, recommendations and management action plans shall be the means of communication to management during the audit.
- 4.3.2. The Service Provider will deliver a draft Internal Audit report for discussion with management and a final Internal Audit Report.
- 4.3.3. The Service Provider shall be required to present the final report to Management, the Audit Committee (AC), and the Board.

4.4. Audit Software

- 4.4.1. Reports from service provider must be readable by the technology system of ITB and IT.

5. QUALITY ASSURANCE & INDEPENDENCE.

- 5.1. The appointed service provider shall ensure that all work conforms to the standards for the professional practice of internal audit (as per the IIASA). Such work may further be subjected to external quality assurance when considered necessary and appropriate by ITB's and IT's Audit Committee.
- 5.2. **The service provider shall ensure that each audit project team-lead possess the necessary professional qualification related to the audit focus area (s) i.e. CIA or CA(SA) for regular internal audit projects; a CISA for IT Audits and a CFE for forensic audit / investigations.**
- 5.3. In carrying out the work, the successfully appointed service provider must ensure that its staff maintains their objectivity by remaining independent of the activities of the ITB and IT.

6. SERVICE LEVEL AGREEMENT.

- 6.1. The appointed service provider will be required to enter into a service level agreement with the ITB.

7. PROJECT MANAGEMENT.

- 7.1. The service provider must provide details of the official who shall be the designated overall project manager for the entire service period.
- 7.2. Formal project monitoring shall take a form of bi-monthly project status reports from the service provider as well as meetings where deemed necessary.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

8. TENDERS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED BELOW:

- 8.1. Evaluation for Mandatory Criteria.
- 8.2. Evaluation in terms of Functionality.
- 8.3. Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act, No.5,2000 with its Regulations.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

EVALUATION FOR MANDATORY CRITERIA.

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

| No. | Mandatory Requirement | Substantiating Evidence of Compliance (Used to assess compliance) | Evidence Reference (To be completed by bidder) |
|-----|--|--|---|
| 1. | The Project /Engagement Lead for the duration of the contract must have a minimum of : A. 10 years of experience in the field of internal auditing. B. NQF 7 qualification in Internal Auditing /Accounting or related field. C. Applicable professional certification as either a Chartered Accountant CA(SA) / ACCA or Certified Internal Auditor (CIA). | Bidders are required to: b) Indicate who the Project/ Engagement Lead is on Form A of the tender document, and c) Submit detailed Curriculum Vitae (CV). d) Copies of qualification(s). e) Copies of professional certification. | Provide unique reference to locate substantiating evidence in the Bid response. |
| 2. | The Proposed Team (all team members excluding the Project/ Engagement Lead listed above) should consist of member(s) in possession of. b) At least an NQF 7 qualification in Internal Auditing / Accounting / IT / Investigations or equivalent. | Bidders are required to: b) Indicate who are the Project Team Members on Form A of the tender document, and c) Submit detailed Curriculum Vitae (CV) and d) Copies of qualifications. | Provide unique reference to locate substantiating evidence in the Bid response. |
| 3. | Audit Supervisors per audit project must have: a) Internal Audit Projects (Regularity) reviews - CIA or CA(SA) /ACCA; b) Information Technology reviews – CISA c) Forensic Audit reviews / | Bidders are required to: a) Indicate who are the Audit Supervisors per Audit Project on Form A of the tender document, and b) Submit detailed Curriculum Vitae (CV) and professional certification per Audit Project | Provide unique reference to locate substantiating evidence in the Bid response. |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

| | | | |
|----|---|--|---|
| | Investigations – CFE | i.e., CIA or CA(SA)/ ACCA, CISA, CFE for the assigned Audit Supervisor | |
| 4. | Attendance of Compulsory Briefing Session via MS Teams Platform. | Bidders must attend the compulsory briefing session to be held via MS Teams Platform To join the call, Bidders must connect through the link which will be posted on the ITB website 2 days before the meeting and can be requested from khenisat@ingomnyamatrust.org.za . | N/A |
| 5. | Proof of authority to sign the standard bidding documents on behalf of an Entity. | Attach a copy of the relevant resolution by the Board of Directors, Members or Partners, duly signed and dated, authorizing a particular person to sign the standard bidding documents on behalf of an Entity. “In the case of a <u>JOINT VENTURE</u> submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.” | Provide unique reference to locate substantiating evidence in the Bid response. |
| 6. | The Pricing Schedule (SBD 3.3 form) must be fully completed. | Bidders are required to complete the Pricing Schedule (<u>SBD 3.3</u> <u>form</u>) and submit together with their Bid. | Provide unique reference to locate substantiating evidence in the Bid response. |

Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation.

9. ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

10. EVALUATION IN TERMS OF FUNCTIONALITY.

- 10.1.1. Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided;
- 10.1.2. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria;
- 10.1.3. Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values;
- 10.1.4. The applicable values that will be utilized when scoring each criterion range from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

Table 1: Guidelines for Criteria Application

| EVALUATION CRITERIA(See the next page for a table with detailed criteria | GUIDELINES FOR CRITERIA APPLICATION | WEIGHT |
|--|--|---------------|
| COMPANY EXPERIENCE IN RELATION TO AUDIT FOCUS AREAS | Experience of the audit firm in providing Internal Audit services in public sector audit clients – minimum of 5 projects in the past 10 years (reference letters in audit client's letterhead to be attached). | 30 |
| AUDIT SUPERVISORS EXPERIENCE | <p><u>Audit Supervisors</u> to demonstrate at least 7 years combined experience in auditing either the following (proposed team to cover all 3 types of audits listed below):</p> <ul style="list-style-type: none"> • PFMA/MFMA public sector environments. • Information Technology Audits. • Forensic Audits / Investigations. <p>NB: This requirement seeks to verify that the proposed team has the required competency mix to cover audit scope areas.</p> | 45 |
| AUDIT METHODOLOGIES | <p><u>Audit firm to provide detailed audit methodologies as follows:</u></p> <ul style="list-style-type: none"> • Internal Audit Methodology. • IT Audit Methodology. • Forensic Audit / Investigation Methodology. | 25 |
| TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100 | | 100 |

The table on the next page demonstrates detailed criteria which will be used to allocate scores for the various proposals. **Please see the next page**

Table 2: Evaluation Criteria

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

| Scoring Criterion | 1 Poor | 2 Average | 3 Good | 4 Very Good | 5 Excellent |
|---|--|--|--|--|--|
| Experience of the audit firm in providing Internal Audit services in PFMA governed public sector audit clients | <ul style="list-style-type: none"> Less than 3 audit projects in the past 10 years – reference letters in audit clients' letterhead attached. Audit experience listed, no reference letters. | 3 to 4 audit projects in the past 10 years – reference letters in audit clients' letterhead provided. | Minimum of 5 audit projects in the past 10 years – reference letters in audit clients' letterhead provided. | 6 to 9 audit projects in the past 10 years – reference letters in audit clients' letterhead provided. | 10 or more audit projects in the past 10 years – reference letters in audit clients' letterhead provided. |
| Allocated audit supervisors must have audit experience of at least 3 years in their relevant areas of expertise: <ul style="list-style-type: none"> Internal Audit Supervisor: 3 years PFMA/MFMA public sector environments experience; IT Audit Supervisor: 3 years in IT Audits Forensic Audit Supervisor: 3 years in Forensic Audits/ Investigations. | Audit supervisors combined experience is less than 3 years in all 3 areas of <ul style="list-style-type: none"> PFMA/MFMA public sector environment. IT Audits. Forensic Audit/ Investigations. | Audit supervisors combined experience is 5 years in all 3 areas of <ul style="list-style-type: none"> PFMA/MFMA public sector environment. IT Audits. Forensic Audit/ Investigations. | Audit supervisors combined experience is 7 years in all 3 areas of <ul style="list-style-type: none"> PFMA/MFMA public sector environment. IT Audits. Forensic Audit/ Investigations. | Audit supervisors combined experience is 9 years in all 3 areas of <ul style="list-style-type: none"> PFMA/MFMA public sector environment. IT Audits. Forensic Audit/ Investigations. | Audit supervisors combined experience is more than 9 years in all 3 areas of <ul style="list-style-type: none"> PFMA/MFMA public sector environment. IT Audits. Forensic Audit/ Investigations. |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

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| Audit Methodologies for Internal Audit, IT Audit and Forensic Audit / Investigations. | Audit firm has submitted 0 methodology / no methodology | Audit firm has submitted an audit methodology which does not address / cover any of the specified audit focus areas. | Audit firm has submitted an audit methodology covering only 1 of the requested areas or no methodology at all. | Audit firm submitted audit methodology / methodologies for 2 out of 3 requested areas. | Audit firm has submitted audit methodology / methodologies for all 3 areas. |
|--|---|--|--|--|---|

11. EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM.

- a) Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system. Evaluation in this stage will be done as per the information furnished on the Pricing Schedule (SBD 3.3)
- b) The 80/20 preference point system is applicable to this tender with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included).
- c) Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders to substantiate their B-BBEE rating claims except for EMEs and QSEs who are required to submit Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- d) A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- e) Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process

11.1.1. Calculation of points for B-BBEE status level of contribution

In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| <u>B-BBEE Status Level of Contributor</u> | <u>Number of Points</u> |
|--|--------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |

| | |
|----------------------------------|----------|
| 8 | 2 |
| Non-compliant contributor | 0 |

11.1.2. Calculation of total points scored for price and B-BBEE status level of contributor.

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.

11.1.3. CRITERIA FOR BREAKING DEADLOCK IN SCORING.

- In the event that two or more tenderers have scored equal total points, the successful tenderer must be the one that scored the highest points for B-BBEE.
- If two or more tenderers have equal points, including equal preference points for B-BBEE, the successful tenderer must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.
- In the event that two or more tenderers are equal in all respects, the award must be decided by the drawing of lots.

12. SUB-CONTRACTING.

- The successful bidder is expected to inform the ITB of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security, and tax issues.

13. COMPULSORY INFORMATION SESSION.

- The compulsory Briefing sessions will be conducted via MS Teams. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. The compulsory briefing link will be posted on the ITB website 2 days before the compulsory meeting and can also be requested from khenisat@ingonyamatrust.org.za.

14. SECURITY AND CONFIDENTIALITY OF INFORMATION.

- The successful Bidder must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior written approval from the ITB.

15. TERMS AND CONDITIONS OF THE PROPOSAL.

- Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the ITB Supply Chain Management general contract conditions.
- The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

- 15.3. Any short comings identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 15.4. Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the ITB may cancel the contract within one-month notice.
- 15.5. The Bid price must be fixed for the duration of the contract.
- 15.6. The company and its employees may be subjected to positive security vetting and screening.
- 15.7. By participating in this bid, you are accepting to having your Personal Information published on the websites (ITB/National Treasury) for purposes of enhancing compliance, monitoring, and improving transparency and accountability within Supply Chain Management.
- 15.8. **The Ingonyama Trust Board shall:**
 - 15.8.1. Conduct business in a courteous and professional manner with the Service Provider.
 - 15.8.2. Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
 - 15.8.3. Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
 - 15.8.4. The ITB will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.

16. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid may be directed to:

Ms. Thabiso Khenisa
Khenisat@ingonyamatrust.org.za

Tel: +27 60 998 0448, during office hours.

FORM A

AS PER MANDATORY REQUIREMENTS INDICATED ABOVE PLEASE INDICATE YOUR PROPOSED PROJECT LEAD AND PROJECT TEAM MEMBERS BY LISTING THEIR NAMES ON THE TABLE BELOW FOR THE EVALUATION COMMITTEE TO EASILY IDENTIFY WHICH KEY PERSONNEL TO EVALUATE:

| Name Of the Project /Engagement Lead | 10 years of experience in the field of internal auditing (Submit detailed Curriculum Vitae (CV) | NQF 7 qualification in Internal Auditing / Accounting or related field (Submit copies of qualifications) | Applicable professional certification as either a Chartered Accountant CA(SA) / ACCA or Certified Internal Auditor (CIA) (submit certification for the assigned Project/ Engagement Lead) | | |
|--|---|---|---|--|--|
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| PROJECT TEAM MEMBERS | | | | | |
| Name Of the Proposed Team Member | Years of experience in the field of Internal Auditing / Accounting / IT / Investigations or equivalent (Submit detailed Curriculum Vitae (CV) | At least an NQF 7 qualification in Internal Auditing / Accounting / IT / Investigations or equivalent (Submit copies of qualifications) | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| PROPOSED INTERNAL AUDIT PROJECTS SUPERVISOR | | | | | |
| Name Of the Proposed Internal Audit Projects Supervisor (Regularity) reviews | Applicable Professional Certification as CIA or CA(SA) /ACCA | | | | |
| 1. | | | | | |
| PROPOSED INFORMATION TECHNOLOGY REVIEWS SUPERVISOR | | | | | |
| Name Of the Proposed Information Technology reviews Supervisor | Applicable Professional Certification as CISA | | | | |
| 1. | | | | | |
| PROPOSED FORENSIC AUDIT REVIEWS / INVESTIGATIONS SUPERVISOR | | | | | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER INTERNAL AUDIT SERVICES AT THE ITB AND IT FOR A PERIOD OF 36 MONTHS.

| Name Of the Proposed Forensic Audit reviews / Investigations Supervisor | Applicable Professional Certification as CFE |
|---|---|
| 1. | |