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**TERMS OF REFERENCE FOR THE  
 APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER INTERNAL AUDIT SERVICES FOR A  
 PERIOD OF THREE (3) YEARS**

Tender Number	<b>JICS007/2026/2027</b>
Advertisement Date	<b>10 April 2026</b>
Compulsory Briefing Session	<p>A compulsory online briefing session will be held to provide bidders with an opportunity to obtain clarity on certain aspects of the Terms of Reference as well as the procurement process outlined in this bid document.</p> <p><b>The JICS reserves the right to respond to questions either during the briefing session or formally after the session.</b></p> <p><b>NB: Non-attendance of the compulsory briefing session will invalidate your bid proposal</b></p>
Briefing Session Details	<p>Venue: Microsoft Teams</p> <p><a href="https://teams.microsoft.com/meet/389305669771927?p=Z8g0cvRyJLks3uARH0">https://teams.microsoft.com/meet/389305669771927?p=Z8g0cvRyJLks3uARH0</a></p> <p>Date: <b>17 April 2026 (10:00 – 11:30) SAST</b></p> <p>Interest service providers may express their interest in joining the briefing session by forwarding an email to <a href="mailto:KMolomo@jics.gov.za">KMolomo@jics.gov.za</a> and <a href="mailto:BSkhosana@jics.gov.za">BSkhosana@jics.gov.za</a></p>
Tender Category	Internal Auditing
Bid Submission Address	<p><b>Block C3, Eco Origins Office Park, Witch-hazel Street, Centurion, 0046</b></p> <p>Each bid document must be submitted in a sealed envelope and deposited in the designated tender box. The envelope must clearly indicate the following information:</p>

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	<ul style="list-style-type: none"> <li>• Name of the Bidder</li> <li>• Physical address of the bidder</li> <li>• Central Supplier Database (CSD) number of the bidder</li> </ul>
Tender Closing Date and Time	<p><b>05 May 2026 @ 11h:00 (SAST)</b></p> <p><b>NB: Bids received after the closing date and time will not be accepted.</b></p>

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## **2 INTRODUCTION**

The Judicial Inspectorate for Correctional Services (JICS) was established to give effects to the rights contained in Chapter 2 of the Constitution, the Bill of Rights. JICS independently oversees correctional centres and remand detention facilities to ensure that the rights in section 35 (2) (e) and (f) of the Constitution are respected, protected, promoted and fulfilled. Section 35 (2) (e) provides that everyone who is detained, including every sentenced prisoner, has the right to conditions of detention that are consistent with human dignity, including at least exercise and provision, at state expense, of adequate accommodation, nutrition, reading material and medical treatment. Section 35 (f) provides that everyone who is detained has the right to communicate with, and be visited by, that persons spouse or partner, next of kin, chosen religious counsellor, and chosen medical practitioner.

JICS derives its mandate from the Correctional Services Act (“CSA”) 111 of 1998, as amended. JICS is constituted as a National Government Component from 01<sup>st</sup> of April 2025, established as an independent office under the control of the Inspecting Judge, mandated to facilitate the inspection of correctional centres that the Inspecting Judge may report on the treatment of inmates and on conditions of correctional centres. JICS was previously a sub-programme within Programme 1 (Administration) of Department of Correctional Services (DCS).

## **3 BACKGROUND**

The JICS is committed to promoting excellence in governance, risk management and controls processes, in line with its mandate as a National Government Component under the Public Financial Management Act (PFMA) 01 of 1999 and prevailing Treasury Regulations.

PFMA Section 38 requires that the Accounting Officer must ensure that the department, trading entity or constitutional institution maintains (i) effective, efficient and transparent systems of financial and risk management and internal control; (ii) a system of internal audit under the control and direction of an audit

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committee complying with and operating in accordance with regulations and instructions prescribed in terms of sections 76 and 77.

JICS seeks to appoint a service provider to render Internal Audit services for a period of three (3) years to provide independent and objective assurance over governance, risk and control environment to give the JICS reasonable assurance in achieving the organisational objectives.

## **4 OBJECTIVE OF THE BID**

4.1 The JICS seeks to appoint a suitable and capable service provider, registered and in good standing with the relevant professional bodies such as Institute of Internal Auditors (IIA), and other relevant bodies, to provide Internal Audit and services to the JICS.

4.2 The main objectives of the project are:

- To provide assurance and consulting services to assist the JICS to accomplish the organizational objectives.
- To add value to JICs Management, the Accounting Officer and the Audit and Risk Committee by providing a systematic and disciplined approach to evaluate and improve the effectiveness of risk management, controls environment and governance processes.
- To ensure that Internal Audit is conducted in accordance with the Global Internal Auditing Standards and all applicable prescripts and best practice standards.
- To provide a framework for the prevention, detection, reporting, and investigation of fraud, corruption, financial misconduct, cybercrime, and other irregularities.
- To provide service to the JICS located in Centurion as Head Offices.
- To provide services to the JICS at the Regional Management Offices, consisting of the Central Management Region (Free State and Northern Cape), Northern Management Region (Gauteng, Limpopo, Mpumalanga, and North-West), KwaZulu-Natal, Western Cape, and the Eastern Cape.

## **5 SCOPE OF WORK**

5.1 The successful bidder will be required to perform, inter alia, the following types of Internal Audit and services:

- Operational Audits
- Financial Audits
- Review of the Draft Annual Financial Statement
- Compliance Audits

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- Performance Audits
- Audits on Predetermined Objectives (Quarterly and Annual Performance Information)
- Information and Communication Technology (ICT) Audits
- Probity Audits on SCM Tenders
- Ad-hoc projects as requested by Management and / or the Audit and Risk Committee
- Follow-up on previous internal and external audit findings

## **5.2 Transfer of Skills**

- It is specifically expected that the necessary skills transfer will occur to relevant JICS staff throughout the contract periods.

## **6 DELIVERABLES**

6.1 The successful bidder will be expected to deliver on the following outputs reporting under the leadership of the Chief Audit Executive (CAE):

### 6.1.1 Internal Audit:

- Develop the risk based 3-Year Strategic Audit Plan, discuss with CAE and ARC.
- Develop the risk based Annual Internal Audit Plan, discuss with CAE and ARC.
- Develop / review the Internal Audit Charter annually, discuss with CAE and ARC.
- Develop / review the Internal Audit Methodology, discuss with CAE and ARC.
- Conduct internal audit projects (planning, execution and reporting) as approved in the Annual Audit Plan in line with the approved Internal Audit Methodology.
- Attend regular progress meetings and produce progress reports to the CAE.
- Compile and present Audit Reports for all audits projects conducted for discussion with the CAE and the auditee.
- Attend the quarterly ARC meetings to present reports for all audit projects completed.
- Conduct Probity Audits on bids approved in the Procurement Plan before awarding to the recommended bidders per the guidance of the CAE.
- Develop and / or update the Finding Register for all Audit Reports presented to the ARC, monitor implementation, and report progress to the CAE, Management and ARC on a quarterly basis.
- Maintain the Internal Audit records in line with the Internal Audit Methodology and JICS Records Management system.

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- Handover the Internal Audit functions to the new service provider(s) in the last quarter of the contract period.

## 6.1.2 Combined Assurance

- Develop the Combined Assurance Model and Plan, discuss with CAE, Management and ARC.
- Develop the Combined Assurance Reporting Tool, discuss with CAE, Management and ARC.
- Monitor the implementation of the Combined Assurance Plan and report to the CAE, Management and ARC on a quarterly basis.

## **7 DURATION OF THE PROJECT**

- 7.1 The contract will be for a period of three (3) years, commencing from the date of signing of the Service Level Agreement (SLA). Continuation into the second (2nd) and third (3rd) years will be subject to a satisfactory performance evaluation based on the achievement of agreed targets and deliverables during the first (1st) year

## **8 TECHNICAL REQUIREMENTS**

- 8.1 The bidder should possess the following demonstratable technical expertise:

### 8.1.1 For the Company

- Must have been in the business of rendering Internal Audit services for at least five (5) or more years, uninterrupted or continuous operations.
- Must have five (5) or more years of public sector experience.

### 8.1.2 Internal Audit Resources:

- Internal Audit Project Manager:
  - Postgraduate qualification (NQF Level 8) in Accounting, Auditing, Risk Management, or equivalent.
  - At least one or more of the following: Certified Internal Auditor (CIA), or Certified in Risk Management Assurance (CRMA), or equivalent.
  - Registered member with at least one or more of the following professional bodies: Institute of Internal Auditors, (IIA), Institute of Risk Management (IRMSA), or other relevant institutions.
  - Minimum of 10 years professional experience in internal audit, with at least 5 years of experience at a senior management level.
- Internal Audit Supervisor:

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- Degree or diploma qualification (NQF Level 7) in Accounting, Auditing, Risk Management, or equivalent.
- At least one or more of the following: Certified Internal Auditor (CIA), or Certified in Risk Management Assurance (CRMA), or equivalent.
- Registered member with professional bodies such as Institute of Internal Auditors, (IIA), Institute of Risk Management (IRMSA), or other relevant institutions would be an added advantage.
- Minimum of 6 years professional experience in internal audit, with at least 3 years of experience must be at a supervisory level.
- At-least 3 Internal Auditors (excluding trainee auditors):
  - Degree or diploma qualification (NQF Level 7) in Accounting, Auditing, Risk Management, or equivalent.
  - Registered member with professional bodies such as Institute of Internal Auditors, (IIA), Institute of Risk Management (IRMSA), or other relevant institutions would be an added advantage.
  - Minimum of 3 years professional experience in internal auditing.
  - Interns / Trainees must be paired with experienced Senior Internal Auditors / Internal Auditors per the above mentioned minimum professional experience.
- At-least 2 ICT Specialist Auditors:
  - Degree or diploma qualification (NQF Level 7) in IT Auditing, Computer Auditing or equivalent qualification.
  - At least one or more of the following: Certified Information Systems Auditor (CISA), Certified in the Governance of Enterprise IT (CGEIT), Certified in Risk and Information Systems Control (CRISC) or other relevant certifications.
  - Registered member with Information Systems Audit and Control Association (ISACA), or other relevant institutions would be an added advantage.
  - Minimum of 6 years professional experience in IT Auditing.

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## 9 WORKING TOOLS

9.1 The successful service provider will be required to provide and utilise their own working tools for the duration of the contract.

## 10 GEOGRAPHICAL DISPERSION OF JICS

10.1 The successful bidder will be required to render the services primarily at the Head Offices located in Centurion

10.2 Services may also be required, on an ad hoc basis, at one (1) or more of the five (5) regional offices, as listed below.

10.3 In instances where resources are required to operate across the five (5) regional offices, JICS will cover all travel and subsistence costs in accordance with the JICS Travel Management Policy.

**Table 2: GEOGRAPHICAL DISPERSION OF JICS**

No.	Office	Address
1	Head Office: Centurion	Block C3, Eco Origins Office Park, Witch-hazel Street, Centurion, 0046.
2	Western Cape Management Region	Standard Bank Building, No. 1 Thibault Square, 9th Floor, Cnr Long Street & Hans Strijdom Avenue, Cape Town, 8001
3	Central Management Region Free State and Northern Cape	Fedsure House, 3rd Floor 62 St Andrews Street, Bloemfontein, 9300
4	Eastern Cape Management Region	East London Magistrates Court, 3rd floor, room 407, Buffalo Street, East London, 5200
5	KZN Management Region	Aqua Sky Building, 275 Anton Lembede Street, 8th Floor, Durban, 4001
6	Northern Management Region Limpopo, North-West and Mpumalanga	Block C 3, Eco Origins Office Park, Witch-hazel Street, Centurion, 0046.

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## 11 EVALUATION CRITERIA

The bid evaluation will be conducted in three (3) phases are outlined below:

**Table 3: Evaluation phases**

Phase 1	Phase 2	Phase 3
Pre- Qualification/Mandatory requirements	Functionality Evaluation	Price and Specific Goals
Compliance with mandatory requirements	Minimum threshold of 70%	Bids are evaluated in terms of the 80/20 preference system

### 11.1 PHASE 1: PRE-QUALIFICATION/MANDATORY REQUIREMENTS

**11.1.1** It is a requirement for bidders to submit the documents outlined below. **The documents must be initialed on every page and signed on the last pages.** Failure to provide any of the documents outlined below and will result in your bid being disqualified.

**NB: Bidders are requested to submit their documents in the exact order outlined below. This will assist the evaluation panel during the preliminary assessment and ensure ease of locating documents.**

- SBD 1 invitation form to bid.
- SBD 3.1 pricing schedule
- SBD 4 bidder's disclosure.
- SBD 6.1 preference points claim form.
- SBD 8 declaration of bidder's past supply chain management practices
- SBD 9 Prohibition of restrictive practices
- Company registration document (CIPC)
- General conditions of the contract (GCC)
- Terms of reference (TOR)

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- Proof of company registration on the Central Supplier Database Registration (CSD). A Central Supplier Database full report must be submitted.
- In the case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD are required.
- The use of consultants should be accompanied by a valid and signed agreement or contract between the firm and that resource
- Valid work permits and existing security clearance for foreign nationals are compulsory and if not provided, will invalidate the resource

## **11.2 ADDITIONAL REQUIREMENTS NOT FOR DISQUALIFICATION**

- Copies of qualifications/ of personnel should be certified within the last six (6) months, and they should submit their highest qualification only, and in the case of foreign qualifications it is the responsibility of the bidder to ensure SAQA accreditation is confirmed and submitted, failure to comply will lead to the resource being allocated the lowest score as per the criteria .
- The format of the CVs must be in accordance with the prescribed format. (**ANNEXURE A**), failure to comply will lead to the CV of the resource being allocated the lowest score.
- Bidders are required to submit a list of resources, clearly indicating the category for which each resource will be responsible
- Certificates and professional membership should be valid by the closing date of the bid, failure to comply will lead to the resource being allocated the lowest score as per the criteria.

## **11.3 PHASE 2: TECHNICAL EVALUATION**

- Only bidders who comply with all mandatory requirements will proceed to the second phase of evaluation, being the assessment of functionality.
- Bidders must achieve a minimum score of seventy percent (70%) for functionality, to qualify for the third phase of evaluation, namely price and specific goals.
- Failure to meet the minimum functionality threshold will result in disqualification from further evaluation. Bidders are required to submit supporting documentation for all functional requirements as part of their bid submission. The Bid Evaluation Committee (BEC) will assess and score each bid based solely on the submitted documentation and the information provided. Failure to provide

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adequate supporting documents may result in a lower functionality score.

- Bidders are encouraged to ensure that their submissions are complete and clearly demonstrate compliance with the functional requirements.

**Table 4: INTERNAL AUDITING**

No	Evaluation Criteria	Weights	Scoring Criteria
1.1	<p><b>Proven Track Record</b></p> <p>Bidders are required to submit a minimum of three (3) signed reference letters indicating that they have successfully provided internal auditing services in the recent ten (10) years in the public sector.</p> <p><b>Each letter must include the following information:</b></p> <ul style="list-style-type: none"> <li>• Client name</li> <li>• Description of the project</li> <li>• The contact person, phone number and the company's business address</li> <li>• Project Period including start and end date</li> </ul> <p><b><i>NB: Only the reference letters indicating all the requirements mentioned above will be considered.</i></b></p> <p><b><i>Non relevant/ reference letters not indicating all the above requirements will score zero</i></b></p>	20	<p><b>20 - Excellent</b> 5 or more relevant reference letters submitted.</p> <p><b>16 - Very Good</b> 4 relevant reference letters submitted</p> <p><b>12 -Good</b> 3 relevant reference letters submitted</p> <p><b>8 - Average</b> 2 relevant reference letters submitted</p> <p><b>4 – Poor</b> 1 relevant reference letter submitted.</p>
2.1	<p><b>Internal Audit Project Manager Qualifications</b></p> <ul style="list-style-type: none"> <li>• Minimum Postgraduate qualification (NQF Level 8) in Accounting, Auditing, Risk Management, or relevant field, with at least one professional certification: Certified</li> </ul>	10	<p><b>10 - Excellent</b> Postgraduate qualification (NQF 9 or higher) plus a relevant certificate and professional membership</p>

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	<p>Internal Auditor (CIA), Certified in Risk Management Assurance (CRMA), or registered with one professional body: Institute of Internal Auditors, (IIA), Institute of Risk Management (IRMSA), or other relevant institutions</p> <p><b>NB: Irrelevant qualifications will score zero</b></p>		<p><b>8 - Very Good</b></p> <p>Postgraduate qualification (NQF 9 or higher) plus relevant certificate or professional membership</p> <p><b>6 -Good</b></p> <p>Postgraduate qualification (NQF 8) plus relevant certificate or professional membership</p> <p><b>4 - Average</b></p> <p>Postgraduate qualification (NQF 8 or higher) without relevant certificate or professional membership</p> <p><b>2 – Poor</b></p> <p>Qualification below NQF 8</p>
<b>2.2</b>	<p><b>Internal Audit Project Manager Experience</b></p> <ul style="list-style-type: none"> <li>Minimum 10 years professional experience in internal audit, including at least 5 years at management level.</li> </ul>	<b>10</b>	<p><b>10 – Excellent</b></p> <p>15 years or more experience in internal audit with 8 years or more at management level</p> <p><b>8 - Very Good</b></p> <p>13 to 14 years’ experience in internal audit with 6 to 7 years at management level</p>

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			<p><b>6 -Good</b> 10 to 12 year’s experience in internal audit with at least 5 years at management level</p> <p><b>4 – Average</b> 8 to 9 years experience in internal audit with 3 to 4 years at management level</p> <p><b>2 – Poor</b> Less than 8 years’ experience in internal audit or less than 3 years at management level</p>
3.1	<p><b>Internal Auditor Supervisor Qualification</b></p> <ul style="list-style-type: none"> <li>Minimum Degree (NQF 7) or Diploma in Accounting, Auditing, Risk Management, or relevant field, with at least one professional certification: Certified Internal Auditor (CIA), Certified in Risk Management Assurance (CRMA), or relevant and professional membership such as Institute of Internal Auditors, (IIA), Institute of Risk Management (IRMSA), or other relevant institutions</li> </ul> <p><b>NB: Irrelevant qualifications will score zero</b></p>	<b>10</b>	<p><b>10 – Excellent</b> NQF Level 8 or higher qualification plus relevant certificate and professional membership</p> <p><b>8 - Very Good</b> NQF Level 8 plus one relevant certificate/ professional membership</p> <p><b>6 -Good</b> NQF Level 7 qualification plus a relevant certificate/professional membership</p>

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			<p><b>4 – Average</b> NQF Level 7 qualification with no relevant certificate/professional membership</p> <p><b>2 – Poor</b> Qualification below NQF Level 6</p>
3.2	<p><b>Internal Auditor Supervisor Experience</b></p> <ul style="list-style-type: none"> <li>Minimum of 6 years professional experience in internal audit with at least 3 years at supervisory level.</li> </ul>	10	<p><b>10 – Excellent</b> 10 years or more experience in internal audit with 5 years or more at supervisory/management level</p> <p><b>8 - Very Good</b> 8 to 9 years experience in internal audit with 4 years at supervisory/management level</p> <p><b>6 -Good</b> 6 to 7 years experience in internal audit with at least 3 years at supervisory level</p> <p><b>4 – Average</b> 6 to 7 years experience in internal audit with less than 3 years at supervisory level</p>

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			<p><b>2 – Poor</b> Less than 6 year’s experience in internal audit or less than 3 years at supervisory level</p>
4.1	<p><b>3 Internal Auditors Qualifications</b></p> <ul style="list-style-type: none"> <li>Minimum Degree or diploma (NQF 7) in Accounting, Auditing, Risk Management, or equivalent qualification and professional membership bodies such as Institute of Internal Auditors, (IIA), Institute of Risk Management (IRMSA) and other relevant bodies.</li> </ul> <p><b>NB: Each proposed resource will be evaluated individually in accordance with the scoring criteria. The final score for that criterion will be calculated as the average of the scores allocated to all the required resources.</b></p> <p><b>NB: Irrelevant qualifications will score zero</b></p>	10	<p><b>10 – Excellent</b> NQF Level 9 or higher qualification plus relevant professional membership</p> <p><b>8 - Very Good</b> NQF Level 8 qualification plus relevant professional membership</p> <p><b>6 -Good</b> NQF Level 7 qualification plus relevant professional membership</p> <p><b>4 – Average</b> NQF Level 7 qualification with no relevant professional membership</p> <p><b>2 – Poor</b> Qualification below NQF 7</p>
4.2	<p><b>3 Internal Auditors Experience</b></p> <ul style="list-style-type: none"> <li>Minimum of 3 years’ professional experience in internal auditing.</li> </ul>	10	<p><b>10 – Excellent</b> 8 or more years of experience in internal auditing</p>

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	<p><b>NB: Each proposed resource will be evaluated individually in accordance with the scoring criteria. The final score for that criterion will be calculated as the average of the scores allocated to all the required resources.</b></p>		<p><b>8 - Very Good</b> 5-7 years of experience in internal auditing</p> <p><b>6 -Good</b> 3- 4 years of experience in internal auditing</p> <p><b>4 – Average</b> 2 years of experience in internal auditing</p> <p><b>2 – Poor</b> 1 or less year of experience in internal auditing</p>
<p><b>5.1</b></p>	<p><b>2 ICT Specialist Qualification</b></p> <ul style="list-style-type: none"> <li>• Minimum NQF Level 7 Degree or Diploma in IT/Computer Auditing or equivalent, with at least one relevant certification (CISA, CGEIT, CRISC, or equivalent) and professional body such as Information Systems Audit and Control Association (ISACA), or other relevant institutions</li> </ul> <p><b>NB: Each proposed resource will be evaluated individually in accordance with the scoring criteria. The final score for that criterion will be calculated as the average of the scores allocated to all the required resources.</b></p> <p><b>NB: Irrelevant qualifications will score zero</b></p>	<p>10</p>	<p><b>10 – Excellent</b> NQF Level 8 or higher qualification plus relevant certificate and professional membership</p> <p><b>8 - Very Good</b> NQF Level 8 plus one relevant certificate/professional membership</p> <p><b>6 -Good</b> NQF Level 7 qualification plus a relevant certificate/professional membership</p>

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			<p><b>4 – Average</b> NQF Level 7 qualification with no relevant certificate/professional membership</p> <p><b>2 – Poor</b> Qualification below NQF Level 7</p>
5.2	<p><b>2 ICT Specialist Experience</b></p> <ul style="list-style-type: none"> <li>Minimum of 6 years’ professional experience in IT Auditing.</li> </ul> <p><b>NB: Each proposed resource will be evaluated individually in accordance with the scoring criteria. The final score for that criterion will be calculated as the average of the scores allocated to all the required resources.</b></p>	10	<p><b>10 – Excellent</b> 10 or more years’ IT audit experience</p> <p><b>8 - Very Good</b> 8–9 years’ IT audit experience</p> <p><b>6 -Good</b> 6 -7 years’ IT audit experience</p> <p><b>4 – Average</b> 4-6 years’ IT audit experience</p> <p><b>2 – Poor</b> Less than 3 years’ IT audit experience</p>
	<b>Total</b>	<b>100</b>	

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	<b>Minimum Threshold</b>	<b>70</b>	
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## 11.4 PHASE 3: PRICE AND SPECIFIC GOALS

### 11.5 Preference Point System

11.5.1 In terms of Preferential Procurement Regulations, 2022, Regulation 5(1) the applicable Preference Point System for this tender is 80/20, Price (80), and Specific Goals (20). In terms of Regulation 4(2 4) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. The bidder must provide the relevant proof/ required documents for each preference point system indicated.

### 11.6 Specific Goals

11.6.1 For the purposes of this tender, the tenderer will be allocated points based on the goals stated and should be supported by proof/ documentation stated in Table 3 below. Specific goals for the tender and points to be claimed are indicated in the table below:

**Table 6: Specific goals**

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 20	REQUIRED PROOF TO BE SUBMITTED FOR EVALUATION PURPOSES
<p><b>The company owned by black people</b></p> <ul style="list-style-type: none"> <li>• Organisations which are 51% or more owned by black people (As per the definition in the B-BBEE Act 53 of 2003)</li> </ul>	7	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:</p> <ul style="list-style-type: none"> <li>• Certified identification documentation of company director/s</li> <li>• In case of joint venture consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or</li> </ul>
<p><b>The company owned by Women</b></p> <ul style="list-style-type: none"> <li>• Organisations which are 51% or more owned by woman</li> </ul>	5	

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<p><b>The company is owned by people who are Youth.</b></p> <ul style="list-style-type: none"> <li>Organisations which are 51% or more owned by Youth</li> </ul>	4	<p>Trust (Issued by verification agency accredited by the South African Accreditation System).</p> <ul style="list-style-type: none"> <li>Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>
<p><b>The company owned by people who are disabled.</b></p> <ul style="list-style-type: none"> <li>Organisations which are 51% or more owned by people with disabilities</li> </ul>	2	
<p><b>The company is based in rural areas</b></p> <ul style="list-style-type: none"> <li>Organisations which are based in Rural Area</li> </ul>	2	
<b>POINTS</b>	<b>20</b>	

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- 11.6.2 The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- 11.6.3 Bidders are required to complete the SBD 6.1 forms to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.
- 11.6.4 The bidders must submit Identity Documents (ID), Central Supplier Database (CSD) and CIPC registration documents. These documents will serve as proof of ownership and directorship of the company.
- 11.6.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated with the points claimed.
- 11.6.6 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.
- 11.6.7 Points scored will be rounded off to the nearest 2 decimals.
- 11.6.8 If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 11.6.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 11.6.10 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- 11.6.11 Failure on the part of the bidder to claim points for specific goals will give the bidder a score of zero (0).

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## **12 TERMS AND CONDITIONS**

### **12.1 Counter Conditions**

- 12.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 12.1.2 The Judicial Inspectorate for Correctional Services (JICS) reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The JICS and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right. If the Judicial Inspectorate for Correctional Services exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.
- 12.1.3 It is imperative that bidders ensure compliance with all applicable labor and related legislation and associated standards, including but not limited to the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), Labour Relations Act, 1995 (Act No.66 of 1995), Unemployment Insurance Act, 2001 (Act 63 of 2001) and Occupational Health and Safety Act. 1993 (Act 85 of 1993). The Department will monitor and enforce compliance with these requirements during the contract period.

### **12.2 Resource Replacement**

- 12.2.1 If the proposed resource is unavailable at the time of contract award or at any stage during the contract period, the successful bidder shall be required to replace such resource with a suitably qualified and experienced individual who meets or exceeds the minimum requirements for the role.

### **12.3 Fronting**

- 12.3.1 The Judicial Inspectorate for Correctional Services supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Judicial Inspectorate for Correctional Services does not support any form of fronting.

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER INTERNAL AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS**

- 12.3.2 The Judicial Inspectorate for Correctional Services, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist.
- 12.3.3 Failure to do so by the bidder within a period of fourteen (14) days from date of notification by Judicial Inspectorate for Correctional Services may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Judicial Inspectorate for Correctional Service may have against the bidder concerned.

### **12.4 Right Of Award**

The State reserves its following rights -

- 12.4.1 Not to make any award in this bid or accept any bids submitted,
- 12.4.2 Request further technical information from any bidder after the closing date,
- 12.4.3 Verify information and documentation of the bidder(s),
- 12.4.4 Not to accept any of the bids submitted,
- 12.4.5 To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award, and
- 12.4.6 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

### **THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS**

No agreement between the bidder and any third party will be binding to the State.

# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER INTERNAL AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS**

12.4.7 In the event that bidder intends using sub-contractors to execute the Contract or part thereof, the bidder must note that it shall remain responsible and accountable for the completion of the work or delivery of services requirements.

12.4.8 The bidder must declare its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.

## **13 COMMUNICATION AND CONFIDENTIALITY**

13.1 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

13.2 Whilst all due care has been taken in connection with the preparation of this bid, the Judicial Inspectorate for Correctional Service makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The JICS, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current, or complete. If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Judicial Inspectorate for Correctional Service (other than minor clerical matters), the bidder must promptly notify the Judicial Inspectorate for Correctional Service in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Judicial Inspectorate for Correctional Service an opportunity to consider what corrective action is necessary (if any).

13.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Judicial Inspectorate for Correctional Service will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

13.4 All communication between the bidder and the Judicial Inspectorate for Correctional Service office must be done in writing.

13.5 No representations made by or on behalf of the Judicial Inspectorate for Correctional Service in relation to this bid will be binding on the Judicial Inspectorate for Correctional Service unless that representation is expressly incorporated into the contract ultimately entered between the Judicial Inspectorate for Correctional Service and the successful bidder(s).

13.6 All people (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a response to this bid.

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## **14 CONTACT DETAILS**

- 14.1 Bid Enquiries: - bid enquiries should be made in writing to [KMolomo@jics.gov.za](mailto:KMolomo@jics.gov.za) and [BSkhosana@jics.gov.za](mailto:BSkhosana@jics.gov.za) and technical enquiries to [MMothelesi@jics.gov.za](mailto:MMothelesi@jics.gov.za) and [AFortuin@jics.gov.za](mailto:AFortuin@jics.gov.za). The closing date for receipt of all enquiries is **04 May 2026**.

## **15 NEGOTIATIONS**

- 15.1 The State reserves the right to negotiate with the shortlisted bidders prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidders prior to invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the goods or services against the quality and or benefits of that goods or services.

## **16 DUE DILIGENCE**

The State reserves the right to:

- 16.1 Conduct due diligence during the evaluation process to determine the ability of the bidder to honour contractual obligations that might emanate from this tendering process. The due diligence is not only limited to the bidder but to all parties the bidder might have confirmed to do business with for the fulfilment of the contract that might be awarded.
- 16.2 Conduct due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.
- 16.3 Conduct any evaluation verifications prior to final award or at any time during the contract term period.

## **17 OWNERSHIP OF DATA**

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17.1 All documents produced by the contractor, including its employees and agents, in the execution of this contract, shall be and remain the sole property of the state and any and all copyrights and ownership of all documents and data shall vest with the state.

**18 INSPECTION AND AUDIT**

18.1 The state reserves the right to inspect and audit any document pertaining to this SLA. This may also include queries and complaints. The contractor shall provide any assistance that may be required in this regard, free of charge. The cost of inspections and audits shall be borne by the JICS.

18.2 The state reserves the right to conduct performance and financial audits on the status of the contract, and the contractor shall provide any assistance that may be required in this regard, free of charge.

**19 DELAYS AND/OR UNSATISFACTORY PERFORMANCE**

# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER INTERNAL AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS**

19.1 The contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this contract and within the delivery times or periods as agreed to between the parties.

## **20 CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES**

### **20.1 Contract Performance Management**

20.1.1 Contract performance management will be the responsibility of the JICS.

### **20.2 RISK MANAGEMENT**

20.2.1 The contractor's systems and procedures shall incorporate both preventative and detective safeguards capable of preventing and detecting fraudulent transactions.

20.2.2 The contractor shall be liable for all costs or damages incurred by the state where:

20.2.3 Costs or damage are a result of irregularities involving the staff of the contractor.

20.2.4 Where preventative and detective safeguards failed.

### **20.3 DISPUTE RESOLUTION**

20.3.1 In the event of any dispute arising from this contract, the Parties shall make every effort to settle such dispute amicably within a period of 7 (seven) days.

20.3.2 If the Parties (the contractor and end-user institution) are not capable of settling the dispute amicably, within a period of 7 (seven) days, such dispute shall be elevated to the JICS.

### **20.4 TERMINATION**

20.4.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –

20.4.2 The service provider(s) decides to transfer the contract or cede the contract.

20.4.3 The service provider(s) does not honour contractual obligations, including submission of information.

20.4.4 The service provider(s) is provisionally or finally liquidated, making it impossible for the service provider(s) to perform its functions in terms of this Contract.

20.4.5 The service provider(s) enters settlement arrangements with their creditors.

20.4.6 The service provider(s) commits an act of insolvency.

20.4.7 In the event that the service provider(s) is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.

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20.4.8 The State reserves its right to terminate the Contract in the event that there is a change in ownership of the service provider(s) that has the effect that over 50% ownership of the service provider(s) belongs to the new owner without prior written approval of the State.

20.4.9 Either Party may terminate this Contract for breach in the event that the other party fails to comply with any of its obligations in terms of this Contract and has failed to remedy such breach within fourteen (14) calendar days' written notice to remedy such non-compliance.

20.4.10 Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party 30 (thirty) days' written notice to that effect

**DECLARATION**

20.5 I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions

Name of Bidder	
Name of contact Person	
Capacity	
Signature	