DIE AFRIKAANSE TAALMUSEUM
PASTORIELAAN, PAARL

Die Afrikaanse Taalmuseum & -monument
'n agentskap van die Departement van Sport, Kuns en Kultuur

DIE AFRIKAANSE TAALMONUMENT
PAARLBERG

kultuur, natuur, plesier

REQUEST FOR QUOTATION ATM 2026/2027-14

PREPARING OF YEAR-END FINANCIAL STATEMENTS FOR THE AFRIKAANSE TAALMUSEUM AND -MONUMENT (ATM), PAARL

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Full name of quoting entity: ……

Contact person: ……

Contact number: ……

Total contract value (incl. VAT): R……

Advert date: 10 November 2026

Compulsory briefing session: ----------

Closing date and time: ***15 December 2026 @ 11:00***

Quoting company/person: ……

Quoting company: Authorised signatory:……

VERSOEK VIR KWOTASIE ATM 2026/2027-14

INTERNE OUDITDIENSTE BY DIE AFRIKAANSE TAALMUSEUM EN -MONUMENT (ATM), PAARL

1. AGTERGROND

Die Afrikaanse Taalmuseum en -monument (ATM) is 'n Skedule 3A-openbare entiteit ingevolge die Wet op Openbare Finansiële Bestuur (WOFB), Wet No. 1 van 1999, en is onderhewig aan die vereistes van die WOFB, Tesourieregulasies soos uitgereik deur Nasionale Tesourie, asook ander toepaslike wetgewing en regulasies.

Die ATM benodig die dienste van 'n toepaslik gekwalifiseerde, ervare en onafhanklike interne ouditdiensverskaffer om interne oudit- en raadgewende dienste aan die bestuur en Ouditkomitee te lewer.

Meer inligting oor die ATM is beskikbaar by www.taalmonument.co.za.

2. DOEL VAN DIE AANSTELLING

Kwotasies word hiermee aangevra vir die aanstelling van 'n onafhanklike interne ouditdiensverskaffer vir 'n tydperk van drie (3) jaar.

Die aangestelde diensverskaffer sal verantwoordelik wees vir die lewering van interne oudit- en raadgewende dienste, asook die verskaffing van onafhanklike versekering aan die ATM se Beheerraad oor die doeltreffendheid van die instelling se bestuur, risikobestuur en interne beheerprosesse.

Die dienste moet ATM-bestuur ondersteun om te verseker dat die instelling aan toepaslike wetgewing, regulasies, beleide en prosedures voldoen.

Die diensverskaffer moet:

- By die Instituut van Interne Ouditeure Suid-Afrika (IIA SA) geregistreer wees, waar van toepassing;
- Erkende en toepaslike interne ouditmetodologieë toepas;
- Uitgebreide ervaring in interne oudit- en risikobestuursprosesse hê;
- Goeie finansiële bestuurskennis en 'n deeglike begrip van die Suid-Afrikaanse openbare sektor hê;
- Kennis en ervaring hê van samewerking met openbare entiteite en die Ouditeur-generaal van Suid-Afrika (OGSA);
- 'n Omvattende risikogebaseerde interne ouditplan ontwikkel, implementeer en bywerk;
- Verseker dat die aangewese Ouditvennoot, Projekleier en ouditspan oor toepaslike professionele kwalifikasies, registrasies en relevante ervaring beskik; en
- 'n Onafhanklike eksterne gehaltebeoordeling (External Quality Assessment – EQA) van die firma se interne ouditfunksie kan voorlê, soos verder in hierdie spesifikasie uiteengesit.

Die aanstelling sal vir 'n tydperk van drie (3) jaar wees, onderhewig aan jaarlikse prestasie-evaluerings. Die ATM behou die reg voor om die aanstelling vroeër te beëindig indien die diensverskaffer nie aan die vereiste standaarde of kontraktuele verpligtinge voldoen nie.

3. KONTRAKTYDPERK

Die kontrak tree in werking vanaf die datum van aanstelling vir 'n tydperk van drie (3) jaar, onderhewig aan:

- Die beskikbaarheid van fondse;
- Bevredigende prestasie deur die diensverskaffer; en
- Jaarlikse prestasiebeoordelings deur die ATM.

Die ATM behou die reg voor om die kontrak te beëindig indien prestasie onbevredigend is of daar nie aan kontraktuele vereistes voldoen word nie.

4. MINIMUM VEREISTES

4.1 Administratiewe Vereistes

Diensverskaffers moet die volgende dokumentasie indien:

- Geldige belastingnakomingstatus soos deur die Suid-Afrikaanse Inkomstediens (SAID/SARS) uitgereik;
- Gesertifiseerde afskrifte van maatskappyregistrasiedokumente;
- Bewys van registrasie op die Sentrale Verskaffersdatabasis (CSD);
- Voltooide en ondertekende toepaslike SBD-vorms, insluitend SBD 4;
- Geldige B-BBEE-sertifikaat of beëdigde verklaring, waar van toepassing;
- Bewys van bankbesonderhede; en
- Vergoedingskommissaris-registrasienommer, waar van toepassing.

4.2 Tegniese Vereistes

Die diensverskaffer moet:

- Bewese ervaring hê in die lewering van professionele interne ouditdienste;
- Uitgebreide kennis hê van die WOFB, Tesourieregulasies en toepaslike wetgewing vir die openbare sektor;
- Ervaring toon in risikobestuur, bestuurstrukture en interne beheermaatreëls;
- Ervaring hê met die opstel en implementering van strategiese en jaarlikse risikogebaseerde interne ouditplanne;
- Ondervinding hê in samewerking met openbare entiteite en die Ouditeur-generaal van Suid-Afrika;
- Toepaslik gekwalifiseerde en ervare interne ouditpersoneel beskikbaar stel;
- 'n Onafhanklike eksterne gehaltebeoordeling (EQA) van die firma se interne ouditfunksie kan voorlê, met 'n beoordeling van "Generally Conforms" aan die Global Internal Audit Standards; en
- Ten minste drie (3) kontakbare verwysings vir soortgelyke dienste wat gelewer is, voorsien.

4.3 Professionele Kwalifikasies en Registrasievereistes

Die diensverskaffer moet besonderhede verskaf van die voorgestelde Ouditvennoot (Audit Partner), Projekleier/Opdragvennoot (Project Leader/Engagement Partner) en alle sleutelpersoneel wat aan die ATM se interne ouditopdrag toegewys sal word.

Die voorgestelde ouditspan moet oor toepaslike erkende professionele kwalifikasies beskik. Hierdie kwalifikasies kan onder meer die volgende insluit:

- Geoktrooieerde Rekenmeester (CA(SA));

- Gesertifiseerde Interne Ouditeur (Certified Internal Auditor – CIA);
- Gesertifiseerde Inligtingstelselouditeur (Certified Information Systems Auditor – CISA); en
- Ander toepaslike erkende professionele kwalifikasies in interne oudit, risikobestuur, finansiële bestuur, rekeningkunde en inligtingstelsels.

Professionele registrasie en lidmaatskap

Die diensverskaffer moet verseker dat die voorgestelde ouditspan, waar toepaslik volgens die individu se kwalifikasie en professionele rol, oor geldige professionele registrasies en lidmaatskap by die toepaslike professionele liggame beskik, waaronder:

- Instituut van Interne Ouditeure Suid-Afrika (IIA SA);
- Instituut vir Risikobestuur Suid-Afrika (IRMSA);
- Information Systems Audit and Control Association (ISACA); en
- Suid-Afrikaanse Instituut van Geoktrooieerde Rekenmeesters (SAICA).

Lidmaatskap moet geldig wees en, waar van toepassing, in goeie stand gehou word.

Spesifieke vereistes vir die Ouditvennoot/Projekleier

Die voorgestelde Projekleier/Ouditvennoot wat vir die ATM-opdrag verantwoordelik sal wees, moet aan die volgende vereistes voldoen:

- Moet oor 'n geldige Certified Internal Auditor (CIA)-aanwysing beskik;
- Moet 'n geregistreerde lid in goeie stand by die Instituut van Interne Ouditeure Suid-Afrika (IIA SA) wees;
- Moet oor toepaslike professionele ervaring in interne oudit, risikobestuur en die bestuur van interne ouditopdragte beskik;
- Moet bewys van toepaslike professionele kwalifikasies en lidmaatskap saam met die voorstel indien; en
- Moet verantwoordelik wees vir die professionele toesig, gehalteversekering en algehele lewering van interne ouditdienste aan die ATM.

Voorgestelde ouditspan

Die diensverskaffer moet 'n volledige spanstruktuur indien wat die volgende besonderhede van elke voorgestelde spanlid aandui:

- Naam en posisie;
- Professionele kwalifikasies;
- Registrasie en lidmaatskap by toepaslike professionele liggame;
- Aantal jare se relevante professionele ervaring;
- Spesifieke verantwoordelikhede binne die ATM-opdrag; en
- Persentasie of hoeveelheid tyd wat aan die ATM-opdrag toegeken sal word.

Die diensverskaffer moet verseker dat die voorgestelde span gesamentlik oor voldoende kundigheid beskik om finansiële, nakomings-, operasionele, prestasie- en IT-oudits uit te voer.

Enige verandering aan die goedgekeurde sleutelpersoneel gedurende die kontraktydperk moet vooraf skriftelik deur die ATM goedgekeur word. Vervangende personeel moet oor minstens gelykwaardige kwalifikasies, professionele registrasies en ervaring beskik.

4.4 Minimum Ervaring

Die diensverskaffer en voorgestelde ouditspan moet aan die volgende minimum ervaringsvereistes voldoen:

4.4.1 Die firma

Die firma moet:

- Oor 'n minimum van vyf (5) jaar se bewese ervaring in die lewering van professionele interne ouditdienste beskik;
- Bewese ervaring in die openbare sektor hê, verkieslik by Skedule 3A-openbare entiteite en ander openbare instellings;
- Bewese ervaring hê in die ontwikkeling en implementering van risikogebaseerde interne ouditplanne; en
- Ervaring hê in samewerking met die Ouditeur-generaal van Suid-Afrika en openbaresektor-ouditkomitees.

4.4.2 Die Ouditvennoot/Projekleier

Die voorgestelde Ouditvennoot/Projekleier moet:

- Oor 'n minimum van agt (8) jaar se relevante professionele ervaring in interne oudit en risikobestuur beskik;
- Bewese ervaring hê in die bestuur en toesig oor interne ouditopdragte;
- Ervaring hê in die lewering van interne ouditdienste aan openbare entiteite; en
- Bewese ervaring hê in verslagdoening aan ouditkomitees en senior bestuur.

4.4.3 Senior ouditpersoneel en ander spanlede

- Senior ouditbestuurders moet oor 'n minimum van vyf (5) jaar se relevante interne ouditervaring beskik.
- Ouditpersoneel moet oor 'n minimum van drie (3) jaar se relevante oudit-, finansiële of risikobestuurservaring beskik.
- Die span moet gesamentlik oor voldoende kundigheid beskik om finansiële, nakomings-, operasionele, prestasie- en IT-oudits uit te voer.

Bewys van bogenoemde ervaring moet deur middel van CV's, kwalifikasies, professionele registrasies, toepaslike verwysings en 'n uiteensetting van soortgelyke projekte wat voorheen uitgevoer is, verskaf word.

4.5 Finansiële Vereistes

- Alle pryse moet BTW insluit, waar van toepassing;
- Gekwoteerde pryse moet vir 'n minimum tydperk van sestig (60) dae vanaf die sluitingsdatum geldig wees; en
- 'n Gedetailleerde finansiële voorstel moet ooreenkomstig die omvang van werk ingedien word.

Belangrike Nota

Slegs diensverskaffers wat aan die minimum vereistes voldoen en op die CSD geregistreer is, sal vir verdere oorweging en evaluering in aanmerking kom.

5. OMVANG VAN DIENSTE

Die aangestelde diensverskaffer sal verantwoordelik wees vir die lewering van onafhanklike interne oudit- en raadgewende dienste aan die ATM.

Die omvang van dienste sal onder meer die volgende insluit:

5.1 Interne Oudit en Risikobestuur

Die diensverskaffer moet:

- Evalueer of die ATM se risikobestuur, interne beheermaatreëls en bestuursprosesse voldoende is en doeltreffend funksioneer;
- Bepaal of wesenlike finansiële, bedryfs- en bestuursinligting akkuraat, betroubaar en tydig is;
- Evalueer of werknemers se optrede in ooreenstemming met toepaslike beleide, prosedures, wetgewing en regulasies is;
- Evalueer of hulpbronne ekonomies verkry, doeltreffend aangewend en behoorlik beskerm word;
- Bepaal of programme, planne en doelwitte bereik word en of voortdurende verbetering van interne beheerprosesse bevorder word; en
- Bepaal of wetlike en regulatoriese aangeleenthede wat 'n wesenlike impak op die ATM mag hê, tydig geïdentifiseer en aangespreek word.

5.2 Strategiese en Jaarlikse Risikogebaseerde Interne Ouditbeplanning

Die diensverskaffer moet 'n omvattende risikogebaseerde interne ouditplan ontwikkel, implementeer, monitor, hersien en bywerk gedurende die kontraktydperk.

Die beplanning moet 'n voortrollende driejaar-strategiese interne ouditplan en 'n gedetailleerde jaarlikse operasionele interne ouditplan insluit.

Die risikogebaseerde interne ouditplan moet:

- Gebaseer wees op 'n omvattende beoordeling van die ATM se strategiese, finansiële, operasionele, tegnologiese, bestuurs- en nakomingsrisiko's;
- Die ATM se strategiese plan, jaarlikse prestasieplan (APP), risikoregister, risikobestuurstrategie en ander relevante bestuursdokumente in ag neem;
- Die instelling se belangrikste en mees wesenlike risiko's identifiseer en prioritiseer;
- Die voorgestelde ouditareas, omvang, frekwensie en tydsberekening van interne oudits aandui;
- 'n Duidelike verband toon tussen geïdentifiseerde risiko's en die voorgestelde ouditaktiwiteite;
- Voorsiening maak vir hoërisiko-areas wat spesiale ouditaandag benodig;
- Die beskikbare hulpbronne en ouditkapasiteit in ag neem;
- Jaarliks hersien en bygewerk word om veranderende risiko's en operasionele omstandighede in ag te neem; en
- Aan bestuur en die Ouditkomitee voorgelê word vir oorweging en goedkeuring.

Die diensverskaffer moet verseker dat die interne ouditplan 'n voortrollende driejaar-strategiese benadering ondersteun, met 'n gedetailleerde jaarlikse operasionele ouditplan.

Enige wesenlike veranderinge aan die goedgekeurde ouditplan moet aan die Ouditkomitee voorgelê word vir oorweging en goedkeuring.

5.3 Interne Ouditstandaarde en Verslagdoening

Die diensverskaffer moet:

- Alle interne ouditaktiwiteite uitvoer in ooreenstemming met die toepaslike professionele standaarde van die Instituut van Interne Ouditeure, insluitend die Global Internal Audit Standards;
- Vier (4) tot vyf (5) Ouditkomiteevergaderings per jaar bywoon en terugvoering gee oor voltooide interne oudits, risikobestuur en die doeltreffendheid van die beheeromgewing;
- Verslae oor voltooide oudits, bevindinge, aanbevelings en bestuursreaksies voorsien; en
- Aanbevelings doen vir die verbetering van interne beheermaatreëls en bestuursprosesse.

5.4 Interne Beheermaatreëls en Nakomingsbeoordelings

Die diensverskaffer moet die Direkteur/Hoof Uitvoerende Beampte (HUB) en Hoof Finansiële Beampte (HFB) bystaan met die handhawing van doeltreffende interne beheermaatreëls deur kontroles te evalueer en aanbevelings vir verbetering te doen.

Die evaluering moet onder meer die volgende insluit:

- Doeltreffendheid en effektiwiteit van bedrywighede;
- Beskerming van bates;
- Nakoming van wetgewing, regulasies en interne beheermaatreëls;
- Betroubaarheid en integriteit van finansiële en bedryfsinligting; en
- Betroubaarheid en integriteit van inligtingstelsels.

5.5 Ouditbevindinge en Opvolg

Die diensverskaffer moet:

- Die implementering van die Ouditeur-generaal se ouditbevindinge en aanbevelings monitor;
- Halfjaarlikse mini-oudits uitvoer wat fokus op die implementering van ouditbevindinge en enige bykomende fokusareas wat deur bestuur en/of die Ouditkomitee versoek word;
- 'n Finale interne oudit aan die einde van elke finansiële jaar uitvoer; en
- Verslag doen oor uitstaande ouditbevindinge en regstellende stappe.

5.6 Samewerking met Eksterne Ouditeure

Die diensverskaffer moet:

- Nou saamwerk met die eksterne ouditeure en ander sekerheidsverskaffers om 'n gekoördineerde benadering te bevorder;
- Duplisering van ouditwerk tot die minimum beperk en, waar toepaslik, vertroue in werk wat deur ander sekerheidsverskaffers uitgevoer is, fasiliteer; en
- Bestuur bystaan met tegniese navrae wat gedurende die ouditproses deur die eksterne ouditeure geopper word.

5.7 Bykomende Oudit- en Sekerheidsdienste

Die diensverskaffer moet:

- Jaarliks die implementering van die ATM se gebeurlikheidsplan nagaan;
- Kwartaallikse prestasieverslae en inligting rakende die Jaarlikse Prestasieplan (APP) op 'n halfjaarlikse basis verifieer; en
- Bykomende interne ouditondersteuning lewer soos deur bestuur of die Ouditkomitee versoek, waar ooreengekom.

5.8 Ligging en Metode van Dienslewering

Interne ouditdienste kan op die perseel van die ATM of op 'n afstand (aanlyn) uitgevoer word, afhangende van die aard en vereistes van die oudit.

Diensverskaffers behoort verkieslik in die Boland-gebied gevestig te wees of 'n kantoor in die gebied te hê om kommunikasie, navrae en die uitvoering van die vereiste dienste te vergemaklik.

5.9 Fase 1 – Oorgang, Oorname, Oriëntering en Gapingontleding

5.9.1 Doelwit

Die suksesvolle diensverskaffer sal verantwoordelik wees om 'n naatlose oorgang vanaf die uittredende interne ouditdiensverskaffer na die nuwe diensverskaffer te verseker.

Die doel van hierdie fase is om institusionele kennis en historiese ouditinligting te bewaar, kontinuïteit van interne ouditaktiwiteite te verseker en enige historiese nakomingsgapings, tekortkominge of bestuursrisiko's te identifiseer wat die ATM aan moontlike bestuurs- of regulatoriese bevindinge kan blootstel.

Hierdie fase moet ook verseker dat die nuwe diensverskaffer 'n duidelike begrip ontwikkel van die ATM se bestaande interne ouditomgewing, risikoprofiel, ouditgeskiedenis, interne beheerraamwerke en uitstaande ouditbevindinge.

5.9.2 Tydraamwerk

Die nuwe diensverskaffer moet binne 'n tydperk van dertig (30) tot sestig (60) kalenderdae vanaf die datum van aanstelling 'n omvattende operasionele oorsig van die historiese interne ouditomgewing uitvoer.

Die formele Oorname- en Gereedheidsverslag oor Gapingontleding (Takeover and Readiness Gap Analysis Report) moet binne hierdie tydperk aan die ATM voorgelê word en in elk geval nie later nie as sestig (60) kalenderdae ná aanstelling.

5.9.3 Omvang van Werk

Die oorsig moet onder meer, maar nie uitsluitlik nie, die volgende insluit:

a) Hersiening van historiese ouditlêers en dokumentasie

- Hersiening van die volledigheid, gehalte en toereikendheid van historiese ouditlêers, werkstukke, ondersteunende dokumentasie en bewyse wat deur die vorige diensverskaffer nagelaat is;
- Evaluering van die beskikbaarheid en gehalte van dokumentasie met betrekking tot die onmiddellike voorafgaande finansiële jare; en
- Identifisering van enige ontbrekende, onvolledige of ontoereikende ouditdokumentasie wat 'n risiko vir die ATM kan inhou.

b) Hersiening van metodologieë en handveste

- Hersiening van die bestaande Interne Oudit-handves;
- Hersiening van die Ouditkomitee-handves;
- Hersiening van bestaande interne ouditmetodologieë, beleide en prosedures; en
- Beoordeling van die belyning van bogenoemde dokumente met die jongste Global Internal Audit Standards en toepaslike Nasionale Tesourie-raamwerke en riglyne.

Enige tekortkominge of afwykings moet geïdentifiseer en in die finale verslag uiteengesit word.

c) Hersiening en verifikasie van ouditbevindinge en opvolgaksies

- Hersiening en verifikasie van die huidige status van alle uitstaande interne en eksterne ouditbevindinge;
- Hersiening van die Ouditeur-generaal se ouditbevindinge en die bestaande opvolg- of regstellende aksieplanne;
- Verifikasie van die huidige status van die Ouditeur-generaal se opvolgregister (OGSA-opvolgregister);
- Identifisering van agterstallige regstellende aksies en areas waar verdere ingryping benodig word; en
- Verseker dat daar 'n betroubare en opgedateerde stelsel bestaan vir die monitering van die implementering van ouditaanbevelings.

d) Hersiening van die risikoprofiel en strategiese ouditbeplanning

- Hersiening van die bestaande voortrollende driejaar-strategiese interne ouditplan;
- Hersiening van die bestaande jaarlikse operasionele interne ouditplan;
- Beoordeling van die mate waarin die bestaande ouditplanne met die ATM se huidige risikoprofiel belyn is;
- Identifisering van belangrike risiko's wat moontlik nie voldoende deur die bestaande ouditplanne aangespreek word nie; en
- Aanbevelings vir die nodige aanpassings aan die risikogebaseerde interne ouditplan.

5.9.4 Sleutellewerbare

Die diensverskaffer moet 'n formele Oorname- en Gereedheidsverslag oor Gapingontleding (Takeover and Readiness Gap Analysis Report) aan die Beheerraad en Ouditkomitee voorlê.

Die verslag moet ten minste die volgende uiteensit:

1. Enige wesenlike tekortkominge, risiko's of gevalle van nie-nakoming wat tydens die hersiening van historiese ouditlêers en dokumentasie geïdentifiseer is.
2. Die status van bestaande interne en eksterne ouditbevindinge, insluitend die Ouditeur-generaal se bevindinge.
3. Enige tekortkominge in bestaande interne ouditmetodologieë, handveste, beleide en raamwerke.
4. Die mate waarin die bestaande strategiese en jaarlikse interne ouditplanne met die ATM se huidige risikoprofiel belyn is.
5. Enige belangrike risiko's of ouditareas wat verdere aandag benodig.

Die verslag moet ook 'n uitvoerbare Regstellende Aksieplan (Remediation Roadmap) insluit wat duidelik aandui:

- Die geïdentifiseerde tekortkominge en gapings;
- Die voorgestelde regstellende stappe;
- Die verantwoordelike partye;
- Voorgestelde tydraamwerke vir die implementering van regstellende aksies; en
- Die wyse waarop vordering met die aanspreek van geïdentifiseerde tekortkominge gemonitor en gerapporteer sal word.

Die diensverskaffer moet die implementering van die voorgestelde regstellende aksies gedurende die kontraktydperk monitor en daaroor aan die bestuur en Ouditkomitee verslag doen.

Belangrike Nota oor die Eksterne Gehaltebeoordeling (EQA)

Die oorname- en gereedheidsoorsig en gapingontleding soos hierbo beskryf, is 'n operasionele basislynbeoordeling en vorm nie 'n formele vyfjaarlikse eksterne gehaltebeoordeling (External Quality Assessment – EQA) van die interne ouditfunksie nie.

Die vereiste vir 'n onafhanklike EQA van die diensverskaffer se interne ouditfunksie word afsonderlik in die funksionaliteits- en tegniese evalueringskriteria van hierdie versoek om kwotasie uiteengesit.

5.10 Eksterne Gehaltebeoordeling (External Quality Assessment – EQA)

Die diensverskaffer moet bewys lewer dat sy interne ouditfunksie aan 'n onafhanklike eksterne gehaltebeoordeling onderwerp is.

Die beoordeling moet in ooreenstemming met die toepaslike vereistes van die Global Internal Audit Standards uitgevoer wees.

Die diensverskaffer moet die mees onlangse onafhanklike EQA-sertifikaat of formele beoordelingsverslag indien wat bevestig dat die firma se interne ouditfunksie 'n beoordeling van **"Generally Conforms"** aan die Global Internal Audit Standards ontvang het.

Die EQA moet deur 'n onafhanklike en bevoegde eksterne beoordelaar uitgevoer wees.

Die diensverskaffer moet ook, waar van toepassing, besonderhede verskaf van enige aanbevelings of tekortkominge wat tydens die EQA geïdentifiseer is, asook die stappe wat geneem is om dit aan te spreek.

6. VERANTWOORDELIKHEID EN VERSLAGDOENING

Die diensverskaffer sal aan die Ouditkomitee en die Direkteur/Hoof Uitvoerende Beampte van die ATM verantwoordbaar wees en aan hulle verslag doen, ooreenkomstig die ATM se interne ouditverslagdoeningsreëlings.

Die diensverskaffer moet die volgende dokumente en verslae voorsien:

- Voortrollende driejaar-strategiese interne ouditplan;
- Jaarlikse risikogebaseerde interne ouditplan;
- Individuele interne ouditverslae;
- Halfjaarlikse mini-ouditverslae;
- Jaarlikse interne ouditverslag;
- Ouditbevindinge en aanbevelings;
- Opvolgverslae oor die implementering van ouditaanbevelings;
- Terugvoering en verslae vir Ouditkomiteevergaderings;
- Oorname- en Gereedheidsverslag oor Gapingontleding binne dertig (30) tot sestig (60) kalenderdae vanaf aanstelling;
- Regstellende Aksieplan (Remediation Roadmap) vir die aanspreek van geïdentifiseerde tekortkominge; en
- Enige ander verslae of dokumentasie wat redelikerwys binne die omvang van die kontrak deur die ATM versoek word.

Alle verslae moet professioneel saamgestel wees, voldoende besonderhede bevat en binne die ooreengekome tydraamwerke aan die ATM voorgelê word.

7. PRESTASIEBESTUUR

Prestasie sal geëvalueer word met inagneming van:

- Gehalte en doeltreffendheid van interne ouditdienste;
- Nakoming van toepaslike interne ouditstandaarde;
- Tydige voltooiing van die goedgekeurde jaarlikse interne ouditplan;
- Gehalte en toepaslikheid van ouditbevindinge en aanbevelings;
- Doeltreffende monitering en opvolg van ouditbevindinge;
- Tydige voltooiing van die oorname-, oriënterings- en gapingontledingsfase;
- Gehalte en uitvoerbaarheid van die Regstellende Aksieplan;
- Professionaliteit en reaksievermoë teenoor die ATM;
- Beskikbaarheid en kontinuïteit van die goedgekeurde ouditspan; en
- Nakoming van kontraktuele vereistes en verslagdoeningsperdatums.

Die ATM behou die reg voor om die kontrak te beëindig indien:

- Prestasie onbevredigend is;
- Daar nie aan kontraktuele vereistes voldoen word nie;
- Fondse nie meer beskikbaar is nie; of
- 'n Wesenlike kontrakbreuk plaasvind.

8. VERGOEDING EN BETALINGSVOORWAARDES

- Diensverskaffers moet 'n gedetailleerde finansiële voorstel vir die lewering van interne ouditdienste indien;
- Die finansiële voorstel moet die voorgestelde jaarlikse fooi en enige toepaslike uurlikse of daaglikse tariewe duidelik aandui;
- Alle normale administratiewe en bedryfskoste moet by die gekwoteerde fooie ingesluit wees;
- Enige bykomende koste of uitbetalings moet vooraf skriftelik deur die ATM goedgekeur word;
- Gedetailleerde fakture moet vir gelewerde dienste ingedien word; en
- Betalings sal geskied ooreenkomstig die ATM se betalingsbeleid en kontraktuele voorwaardes.

Gekwoteerde fooie sal vir die duur van die kontrak vas bly, tensy andersins skriftelik deur die ATM ooreengekom.

9. INDIENING VAN VOORSTELLE

Voorstelle moet die volgende dokumentasie en inligting insluit:

- Volledige administratiewe dokumentasie soos uiteengesit in hierdie versoek om kwotasie;
- Maatskappyprofiel;
- Tegniese voorstel wat die voorgestelde interne ouditbenadering en metodologie uiteensit;
- Voorgestelde voortrollende driejaar-strategiese interne ouditbenadering;
- Beskrywing van die voorgestelde risikogebaseerde interne ouditbeplanningsproses;
- CV's en bewys van kwalifikasies van die Ouditvennoot, Projekleier en sleutelpersoneel;
- Bewys van professionele registrasies en lidmaatskap by toepaslike professionele liggame;
- Bewys van die geldige CIA-aanwysing en IIA SA-lidmaatskap van die voorgestelde Projekleier/Ouditvennoot;
- Bewys van die firma se minimum vyf (5) jaar se relevante interne ouditervaring;
- Bewys van die Ouditvennoot/Projekleier en ouditspan se relevante ervaring;

- Die firma se mees onlangse onafhanklike EQA-sertifikaat of formele beoordelingsverslag wat 'n beoordeling van "Generally Conforms" aan die Global Internal Audit Standards bevestig;
- Besonderhede van soortgelyke interne ouditopdragte wat voorheen uitgevoer is;
- Ten minste drie (3) kontakbare verwysings vir soortgelyke dienste wat gelewer is; en
- 'n Gedetailleerde finansiële voorstel.

Laat, onvolledige of nie-voldoenende voorstelle sal nie oorweeg word nie.

Die ATM behou die reg voor om geen voorstel te aanvaar nie en is nie verplig om die laagste of enige kwotasie wat ontvang word, te aanvaar nie.

10. FUNKSIONALITEITS- EN TEGNIESE EVALUERINGSKRITERIA

Voorstelle wat aan die administratiewe en minimum tegniese vereistes voldoen, sal aan verdere funksionaliteits- en tegniese evaluering onderwerp word.

Die evaluering sal fokus op die diensverskaffer se professionele kundigheid, relevante ervaring, gehalteversekering, voorgestelde sleutelpersoneel en vermoë om die vereiste interne ouditdienste aan die ATM te lewer.

Die volgende vereistes sal spesifiek tydens die funksionaliteits- en tegniese evaluering oorweeg word:

10.1 Firma-ervaring en Eksterne Gehaltebeoordeling (EQA)

Die tenderaar moet bewys lewer van die firma se mees onlangse onafhanklike eksterne gehaltebeoordeling (EQA).

Die tenderaar moet:

- 'n Geldige kopie van die mees onlangse onafhanklike EQA-sertifikaat of formele beoordelingsverslag indien;
- Bewys lewer dat die beoordeling uitgevoer is in ooreenstemming met die Global Internal Audit Standards; en
- Bewys lewer dat die firma 'n beoordeling van **"Generally Conforms"** aan die Global Internal Audit Standards ontvang het.

Die EQA moet onafhanklik uitgevoer wees en betrekking hê op die firma se interne ouditfunksie.

10.2 Kwalifikasies en Ervaring van die Projekleier/Ouditvennoot

Die voorgestelde Projekleier/Ouditvennoot wat vir die ATM-opdrag verantwoordelik sal wees, moet:

- 'n Geldige Certified Internal Auditor (CIA)-aanwysing hê;
- 'n Geregistreerde lid in goeie stand by die Instituut van Interne Ouditeure Suid-Afrika (IIA SA) wees;
- Bewys van die bogenoemde professionele kwalifikasie en lidmaatskap indien; en
- Bewese relevante ervaring hê in die bestuur van interne ouditopdragte, risikobestuur en verslagdoening aan ouditkomitees en senior bestuur.

Die kwalifikasies, professionele registrasies, relevante ervaring en toepaslike kundigheid van die voorgestelde sleutelpersoneel sal tydens die tegniese evaluering beoordeel word.

10.3 Evaluering van die Voorgestelde Ouditspan

Die voorgestelde ouditspan sal beoordeel word op grond van:

- Die toepaslikheid van professionele kwalifikasies;
- Geldige professionele registrasies en lidmaatskap;
- Relevante interne oudit- en openbaresektorervaring;
- Kundigheid in finansiële, operasionele, nakomings-, prestasie- en IT-oudits;
- Die voorgestelde spanstruktuur en verdeling van verantwoordelikhede; en
- Die tyd en hulpbronne wat aan die ATM-opdrag toegeken sal word.

10.4 Evaluering van die Tegniese Voorstel en Ouditmetodologie

Die tegniese voorstel sal beoordeel word op grond van:

- Die voorgestelde interne ouditbenadering en metodologie;
- Die gehalte en toepaslikheid van die voorgestelde risikogebaseerde interne ouditbeplanningsproses;
- Die voorgestelde voortrollende driejaar-strategiese interne ouditplan;
- Die voorgestelde jaarlikse operasionele interne ouditplan;
- Die voorgestelde benadering tot die oorname-, oriënterings- en gapingontledingsfase;
- Die voorgestelde benadering tot die monitering en opvolg van interne en eksterne ouditbevindinge; en
- Die voorgestelde gehalteversekerings- en verbeteringsprosesse.

10.5 Evaluering en Puntetoekenning

Die funksionaliteits- en tegniese evaluering sal geskied ooreenkomstig die evalueringsmatriks, puntetoekennings en minimum slaagvereistes soos deur die ATM in die toepaslike verkrygingsdokumentasie uiteengesit.

Die ATM behou die reg voor om verdere verduidelikings of ondersteunende dokumentasie van diensverskaffers aan te vra waar nodig, sonder om die beginsels van billikheid, deursigtigheid en gelyke behandeling van tenderaars te benadeel.

10. SLUITINGSDATUM

Die sluitingsdatum vir aansoeke is Dinsdag, ***15 Desember 2026 @ 11:00***. Aansoeke moet by die Historiumgebou, Pastorielaan 11, Paarl, ingedien word.

REQUEST FOR QUOTATION ATM 2026/2027-14

PROVISION OF INTERNAL AUDIT SERVICES TO THE AFRIKAANS LANGUAGE MUSEUM AND MONUMENT (ATM), PAARL

1. BACKGROUND

The Afrikaans Language Museum and Monument (Afrikaanse Taalmuseum en -monument – ATM) is a Schedule 3A public entity in terms of the Public Finance Management Act (PFMA), Act No. 1 of 1999, and is subject to the requirements of the PFMA, Treasury Regulations issued by National Treasury, and other applicable legislation and regulations.

The ATM requires the services of an appropriately qualified, experienced and independent internal audit service provider to render internal audit and advisory services to management and the Audit Committee.

Further information about the ATM is available at www.taalmonument.co.za.

2. PURPOSE OF THE APPOINTMENT

Quotations are hereby invited for the appointment of an independent internal audit service provider for a period of three (3) years.

The appointed service provider will be responsible for rendering internal audit and advisory services, as well as providing independent assurance to the ATM's Council regarding the effectiveness of the institution's governance, risk management and internal control processes.

The services must support ATM management in ensuring that the institution complies with applicable legislation, regulations, policies and procedures.

The service provider must:

- Be registered with the Institute of Internal Auditors South Africa (IIA SA), where applicable;
- Apply recognised and appropriate internal audit methodologies;
- Have extensive experience in internal auditing and risk management processes;
- Have sound financial management knowledge and a thorough understanding of the South African public sector;
- Have knowledge and experience in working with public entities and the Auditor-General of South Africa (AGSA);
- Develop, implement and maintain a comprehensive Risk-Based Internal Audit Plan;
- Ensure that the designated Audit Partner, Project Leader and audit team possess appropriate professional qualifications, registrations and relevant experience; and
- Provide evidence of an independent External Quality Assessment (EQA) of the firm's internal audit function, as further specified in this RFQ.

The appointment will be for a period of three (3) years, subject to annual performance evaluations. The ATM reserves the right to terminate the appointment earlier should the service provider fail to meet the required standards or contractual obligations.

3. CONTRACT PERIOD

The contract will commence from the date of appointment for a period of three (3) years, subject to:

- The availability of funds;
- Satisfactory performance by the service provider; and
- Annual performance assessments by the ATM.

The ATM reserves the right to terminate the contract should performance be unsatisfactory or contractual requirements not be met.

4. MINIMUM REQUIREMENTS

4.1 Administrative Requirements

Service providers must submit the following documentation:

- Valid tax compliance status as issued by the South African Revenue Service (SARS);
- Certified copies of company registration documents;
- Proof of registration on the Central Supplier Database (CSD);
- Completed and signed applicable SBD forms, including SBD 4;
- Valid B-BBEE certificate or sworn affidavit, where applicable;
- Proof of banking details; and
- Compensation Commissioner registration number, where applicable.

4.2 Technical Requirements

The service provider must:

- Have proven experience in rendering professional internal audit services;
- Have extensive knowledge of the PFMA, Treasury Regulations and applicable public sector legislation;
- Demonstrate experience in risk management, governance structures and internal control measures;
- Have experience in developing and implementing strategic and annual Risk-Based Internal Audit Plans;
- Have experience working with public entities and the Auditor-General of South Africa;
- Make appropriately qualified and experienced internal audit personnel available;
- Provide evidence of the firm's independent External Quality Assessment (EQA), demonstrating a rating of "Generally Conforms" to the Global Internal Audit Standards; and
- Provide at least three (3) contactable references for similar services rendered.

4.3 Professional Qualifications and Registration Requirements

The service provider must provide details of the proposed Audit Partner, Project Leader/Engagement Partner and all key personnel who will be assigned to the ATM's internal audit engagement.

The proposed audit team must possess appropriate recognised professional qualifications, which may include, but are not limited to:

- Chartered Accountant (CA(SA));
- Certified Internal Auditor (CIA);
- Certified Information Systems Auditor (CISA); and
- Other relevant recognised professional qualifications in internal auditing, risk management, financial management, accounting and information systems.

Professional Registration and Membership

The service provider must ensure that the proposed audit team members maintain valid professional registrations and memberships with the relevant professional bodies, where applicable to their qualifications and professional roles, including:

- Institute of Internal Auditors South Africa (IIA SA);
- Institute of Risk Management South Africa (IRMSA);
- Information Systems Audit and Control Association (ISACA); and
- South African Institute of Chartered Accountants (SAICA).

Membership must be valid and maintained in good standing, where applicable.

Specific Requirements for the Audit Partner/Project Leader

The proposed Project Leader/Audit Partner responsible for the ATM engagement must meet the following requirements:

- Must hold a valid Certified Internal Auditor (CIA) designation;
- Must be a registered member in good standing with the Institute of Internal Auditors South Africa (IIA SA);
- Must have relevant professional experience in internal auditing, risk management and the management of internal audit engagements;
- Must submit proof of the relevant professional qualifications and memberships together with the proposal; and
- Must be responsible for professional supervision, quality assurance and the overall delivery of internal audit services to the ATM.

Proposed Audit Team

The service provider must submit a complete team structure indicating the following details for each proposed team member:

- Name and position;
- Professional qualifications;
- Registration and membership with relevant professional bodies;
- Number of years of relevant professional experience;
- Specific responsibilities within the ATM engagement; and
- Percentage or amount of time allocated to the ATM engagement.

The service provider must ensure that the proposed team collectively possesses sufficient expertise to conduct financial, compliance, operational, performance and IT audits.

Any changes to the approved key personnel during the contract period must receive prior written approval from the ATM. Replacement personnel must possess qualifications, professional registrations and experience at least equivalent to those of the personnel being replaced.

4.4 Minimum Experience Requirements

The service provider and proposed audit team must meet the following minimum experience requirements:

4.4.1 The Firm

The firm must:

- Have a minimum of five (5) years of proven experience in rendering professional internal audit services;
- Have proven public sector experience, preferably with Schedule 3A public entities and other public institutions;
- Have proven experience in developing and implementing Risk-Based Internal Audit Plans; and
- Have experience working with the Auditor-General of South Africa and public sector Audit Committees.

4.4.2 Audit Partner/Project Leader

The proposed Audit Partner/Project Leader must:

- Have a minimum of eight (8) years of relevant professional experience in internal auditing and risk management;
- Have proven experience in managing and supervising internal audit engagements;
- Have experience in rendering internal audit services to public entities; and
- Have proven experience in reporting to Audit Committees and senior management.

4.4.3 Senior Audit Personnel and Other Team Members

- Senior audit managers must have a minimum of five (5) years of relevant internal audit experience.
- Audit personnel must have a minimum of three (3) years of relevant audit, financial or risk management experience.
- The team must collectively possess sufficient expertise to conduct financial, compliance, operational, performance and IT audits.

Proof of the above experience must be provided through CVs, qualifications, professional registrations, relevant references and a summary of similar projects previously undertaken.

4.5 Financial Requirements

- All prices must be inclusive of VAT, where applicable;
- Quoted prices must remain valid for a minimum period of sixty (60) days from the closing date; and
- A detailed financial proposal must be submitted in accordance with the scope of work.

Important Note

Only service providers who meet the minimum requirements and are registered on the CSD will be considered for further evaluation.

5. SCOPE OF SERVICES

The appointed service provider will be responsible for rendering independent internal audit and advisory services to the ATM.

The scope of services will include, but not be limited to, the following:

5.1 Internal Auditing and Risk Management

The service provider must:

- Evaluate whether the ATM's risk management, internal control measures and governance processes are adequate and functioning effectively;
- Determine whether material financial, operational and management information is accurate, reliable and timely;
- Evaluate whether employees' actions comply with applicable policies, procedures, legislation and regulations;
- Evaluate whether resources are acquired economically, utilised efficiently and adequately safeguarded;
- Determine whether programmes, plans and objectives are achieved and whether continuous improvement of internal control processes is promoted; and
- Determine whether legal and regulatory matters that may have a material impact on the ATM are identified and addressed timeously.

5.2 Strategic and Annual Risk-Based Internal Audit Planning

The service provider must develop, implement, monitor, review and update a comprehensive Risk-Based Internal Audit Plan throughout the contract period.

The planning must include a rolling three-year Strategic Internal Audit Plan and a detailed annual operational internal audit plan.

The Risk-Based Internal Audit Plan must:

- Be based on a comprehensive assessment of the ATM's strategic, financial, operational, technological, governance and compliance risks;
- Take into consideration the ATM's Strategic Plan, Annual Performance Plan (APP), risk register, risk management strategy and other relevant governance documents;
- Identify and prioritise the institution's most significant and material risks;
- Indicate the proposed audit areas, scope, frequency and timing of internal audits;
- Demonstrate a clear link between identified risks and proposed audit activities;
- Make provision for high-risk areas requiring specific audit attention;
- Take available resources and audit capacity into consideration;
- Be reviewed and updated annually to accommodate changing risks and operational circumstances; and
- Be submitted to management and the Audit Committee for consideration and approval.

The service provider must ensure that the internal audit plan supports a rolling three-year strategic approach, accompanied by a detailed annual operational audit plan.

Any material changes to the approved audit plan must be submitted to the Audit Committee for consideration and approval.

5.3 Internal Audit Standards and Reporting

The service provider must:

- Conduct all internal audit activities in accordance with the applicable professional standards of the Institute of Internal Auditors, including the Global Internal Audit Standards;
- Attend four (4) to five (5) Audit Committee meetings per year and provide feedback on completed internal audits, risk management and the effectiveness of the control environment;
- Provide reports on completed audits, findings, recommendations and management responses; and
- Make recommendations for improving internal control measures and governance processes.

5.4 Internal Controls and Compliance Assessments

The service provider must assist the Director/Chief Executive Officer (CEO) and Chief Financial Officer (CFO) in maintaining effective internal control measures by evaluating controls and making recommendations for improvement.

The evaluation must include, but not be limited to:

- Operational efficiency and effectiveness;
- Safeguarding of assets;
- Compliance with legislation, regulations and internal control measures;
- Reliability and integrity of financial and operational information; and
- Reliability and integrity of information systems.

5.5 Audit Findings and Follow-up

The service provider must:

- Monitor the implementation of the Auditor-General's audit findings and recommendations;
- Conduct half-yearly mini-audits focusing on the implementation of audit findings and any additional focus areas requested by management and/or the Audit Committee;
- Conduct a final internal audit at the end of each financial year; and
- Report on outstanding audit findings and corrective actions.

5.6 Cooperation with External Auditors

The service provider must:

- Work closely with the external auditors and other assurance providers to promote a coordinated approach;
- Minimise duplication of audit work and, where appropriate, facilitate reliance on work performed by other assurance providers; and
- Assist management with technical queries raised by the external auditors during the audit process.

5.7 Additional Audit and Assurance Services

The service provider must:

- Review the implementation of the ATM's contingency plan annually;
- Verify quarterly performance reports and information relating to the Annual Performance Plan (APP) on a half-yearly basis; and

- Provide additional internal audit support as requested by management or the Audit Committee, where agreed.

5.8 Location and Method of Service Delivery

Internal audit services may be performed at the ATM's premises or remotely (online), depending on the nature and requirements of the audit.

Service providers preferably should be based in the Boland area or have an office in the area to facilitate communication, enquiries and the execution of the required services.

5.9 Phase 1 – Transitional Handover, Onboarding and Gap Analysis

5.9.1 Objective

The successful service provider will be responsible for ensuring a seamless transition from the outgoing internal audit service provider to the newly appointed service provider.

The objective of this phase is to safeguard institutional knowledge and historical audit information, ensure continuity of internal audit activities, and identify any historical compliance gaps, deficiencies or governance risks that may expose the ATM to potential governance or regulatory findings.

This phase must also ensure that the incoming service provider develops a clear understanding of the ATM's existing internal audit environment, risk profile, audit history, internal control frameworks and outstanding audit findings.

5.9.2 Timeframe

The incoming service provider must conduct a comprehensive operational review of the historical internal audit environment within thirty (30) to sixty (60) calendar days from the date of appointment.

The formal Takeover and Readiness Gap Analysis Report must be submitted to the ATM within this period and, in any event, no later than sixty (60) calendar days after appointment.

5.9.3 Scope of Work

The review must include, but not be limited to, the following:

a) Review of Historical Audit Files and Documentation

- Review the adequacy, quality and completeness of historical audit files, working papers, supporting documentation and evidence archives left by the previous service provider;
- Evaluate the availability and quality of documentation relating to the immediately preceding financial years; and
- Identify any missing, incomplete or inadequate audit documentation that may pose a risk to the ATM.

b) Methodology and Charter Alignment

- Review the existing Internal Audit Charter;
- Review the Audit Committee Charter;
- Review existing internal audit methodologies, policies and procedures; and
- Assess the alignment of the above documents with the latest Global Internal Audit Standards and applicable National Treasury frameworks and guidelines.

Any deficiencies or areas of non-compliance must be identified and documented in the final report.

c) Audit Findings Tracker and Follow-up Verification

- Review and verify the current status of all outstanding internal and external audit findings;
- Review the Auditor-General's audit findings and existing follow-up or corrective action plans;
- Verify the current status of the Auditor-General's findings tracker;
- Identify overdue corrective actions and areas requiring further intervention; and
- Ensure that a reliable and updated system is in place to monitor the implementation of audit recommendations.

d) Risk and Strategic Audit Planning Baseline

- Review the existing rolling three-year Strategic Internal Audit Plan;
- Review the existing annual operational internal audit plan;
- Assess the extent to which the existing audit plans are aligned with the ATM's current risk profile;
- Identify significant risks that may not be adequately addressed by the existing audit plans; and
- Recommend the necessary amendments to the Risk-Based Internal Audit Plan.

5.9.4 Key Deliverables

The service provider must submit a formal Takeover and Readiness Gap Analysis Report to the Council and Audit Committee.

The report must, at a minimum, detail:

1. Any material deficiencies, risks or instances of non-compliance identified during the review of historical audit files and documentation.
2. The status of existing internal and external audit findings, including findings raised by the Auditor-General.
3. Any deficiencies in existing internal audit methodologies, charters, policies and frameworks.
4. The extent to which the existing strategic and annual internal audit plans are aligned with the ATM's current risk profile.
5. Any significant risks or audit areas requiring further attention.

The report must also include an actionable Remediation Roadmap clearly indicating:

- The identified deficiencies and gaps;
- The proposed corrective actions;
- The responsible parties;
- Proposed timeframes for implementing corrective actions; and
- The manner in which progress in addressing identified deficiencies will be monitored and reported.

The service provider must monitor the implementation of the proposed corrective actions throughout the contract period and report on progress to management and the Audit Committee.

Important Note Regarding the External Quality Assessment (EQA)

The takeover and readiness review and gap analysis described above constitute an operational baseline assessment and do not replace or constitute a formal five-year External Quality Assessment (EQA) of the internal audit function.

The requirement for an independent EQA of the service provider's internal audit function is separately addressed in the functionality and technical evaluation criteria of this Request for Quotation.

5.10 External Quality Assessment (EQA)

The service provider must provide evidence that its internal audit function has undergone an independent External Quality Assessment.

The assessment must have been conducted in accordance with the applicable requirements of the Global Internal Audit Standards.

The service provider must submit its most recent independent EQA certificate or formal assessment report confirming that the firm's internal audit function received a rating of **"Generally Conforms"** to the Global Internal Audit Standards.

The EQA must have been conducted by an independent and competent external assessor.

Where applicable, the service provider must also provide details of any recommendations or deficiencies identified during the EQA, as well as the corrective measures taken to address them.

6. RESPONSIBILITIES AND REPORTING

The service provider will be accountable to and report to the Audit Committee and the Director/Chief Executive Officer of the ATM, in accordance with the ATM's internal audit reporting arrangements.

The service provider must provide the following documents and reports:

- Rolling three-year Strategic Internal Audit Plan;
- Annual Risk-Based Internal Audit Plan;
- Individual internal audit reports;
- Half-yearly mini-audit reports;
- Annual internal audit report;
- Audit findings and recommendations;
- Follow-up reports on the implementation of audit recommendations;
- Feedback and reports for Audit Committee meetings;
- Takeover and Readiness Gap Analysis Report within thirty (30) to sixty (60) calendar days from appointment;
- Remediation Roadmap for addressing identified deficiencies; and
- Any other reports or documentation reasonably requested by the ATM within the scope of the contract.

All reports must be professionally prepared, contain sufficient detail and be submitted to the ATM within the agreed timeframes.

7. PERFORMANCE MANAGEMENT

Performance will be evaluated with due consideration to:

- Quality and effectiveness of internal audit services;
- Compliance with applicable internal audit standards;

- Timely completion of the approved annual internal audit plan;
- Quality and relevance of audit findings and recommendations;
- Effective monitoring and follow-up of audit findings;
- Timely completion of the transitional handover, onboarding and gap analysis phase;
- Quality and practicality of the Remediation Roadmap;
- Professionalism and responsiveness towards the ATM;
- Availability and continuity of the approved audit team; and
- Compliance with contractual requirements and reporting deadlines.

The ATM reserves the right to terminate the contract if:

- Performance is unsatisfactory;
- Contractual requirements are not met;
- Funds are no longer available; or
- A material breach of contract occurs.

8. REMUNERATION AND PAYMENT TERMS

- Service providers must submit a detailed financial proposal for the rendering of internal audit services;
- The financial proposal must clearly indicate the proposed annual fee and any applicable hourly or daily rates;
- All normal administrative and operational costs must be included in the quoted fees;
- Any additional costs or disbursements must be approved in writing by the ATM in advance;
- Detailed invoices must be submitted for services rendered; and
- Payments will be made in accordance with the ATM's payment policy and contractual conditions.

Quoted fees will remain fixed for the duration of the contract unless otherwise agreed to in writing by the ATM.

9. SUBMISSION OF PROPOSALS

Proposals must include the following documentation and information:

- Complete administrative documentation as specified in this Request for Quotation;
- Company profile;
- Technical proposal outlining the proposed internal audit approach and methodology;
- Proposed rolling three-year Strategic Internal Audit approach;
- Description of the proposed Risk-Based Internal Audit planning process;
- CVs and proof of qualifications of the Audit Partner, Project Leader and key personnel;
- Proof of professional registrations and memberships with relevant professional bodies;
- Proof of the valid CIA designation and IIA SA membership of the proposed Project Leader/Audit Partner;
- Proof of the firm's minimum five (5) years of relevant internal audit experience;
- Proof of the relevant experience of the Audit Partner/Project Leader and audit team;
- The firm's most recent independent EQA certificate or formal assessment report confirming a rating of "Generally Conforms" to the Global Internal Audit Standards;
- Details of similar internal audit engagements previously undertaken;
- At least three (3) contactable references for similar services rendered; and
- Detailed financial proposal.

Late, incomplete or non-compliant proposals will not be considered.

The ATM reserves the right not to accept any proposal and is not obliged to accept the lowest or any quotation received.

10. FUNCTIONALITY AND TECHNICAL EVALUATION CRITERIA

Proposals that meet the administrative and minimum technical requirements will be subjected to further functionality and technical evaluation.

The evaluation will focus on the service provider's professional expertise, relevant experience, quality assurance, proposed key personnel and ability to deliver the required internal audit services to the ATM.

The following requirements will specifically be considered during the functionality and technical evaluation:

10.1 Firm Experience and External Quality Assessment (EQA)

The bidder must provide evidence of the firm's most recent independent External Quality Assessment (EQA).

The bidder must:

- Submit a valid copy of its most recent independent EQA certificate or formal assessment report;
- Provide evidence that the assessment was conducted in accordance with the Global Internal Audit Standards; and
- Provide evidence that the firm received a rating of **"Generally Conforms"** to the Global Internal Audit Standards.

The EQA must have been independently conducted and must relate to the firm's internal audit function.

10.2 Qualifications and Experience of the Project Leader/Audit Partner

The proposed Project Leader/Audit Partner responsible for the ATM engagement must:

- Hold a valid Certified Internal Auditor (CIA) designation;
- Be a registered member in good standing with the Institute of Internal Auditors South Africa (IIA SA);
- Submit proof of the above professional qualification and membership; and
- Demonstrate relevant experience in managing internal audit engagements, risk management and reporting to Audit Committees and senior management.

The qualifications, professional registrations, relevant experience and expertise of the proposed key personnel will be assessed during the technical evaluation.

10.3 Evaluation of the Proposed Audit Team

The proposed audit team will be evaluated based on:

- The relevance of professional qualifications;
- Valid professional registrations and memberships;

- Relevant internal audit and public sector experience;
- Expertise in financial, operational, compliance, performance and IT audits;
- The proposed team structure and allocation of responsibilities; and
- The time and resources allocated to the ATM engagement.

10.4 Evaluation of the Technical Proposal and Audit Methodology

The technical proposal will be evaluated based on:

- The proposed internal audit approach and methodology;
- The quality and relevance of the proposed Risk-Based Internal Audit planning process;
- The proposed rolling three-year Strategic Internal Audit Plan;
- The proposed annual operational internal audit plan;
- The proposed approach to the transitional handover, onboarding and gap analysis phase;
- The proposed approach to monitoring and following up internal and external audit findings; and
- The proposed quality assurance and improvement processes.

10.5 Evaluation and Allocation of Points

The functionality and technical evaluation will be conducted in accordance with the evaluation matrix, allocation of points and minimum qualifying scores as set out by the ATM in the applicable procurement documentation.

The ATM reserves the right to request further clarification or supporting documentation from service providers where necessary, without compromising the principles of fairness, transparency and equal treatment of bidders.

11. CLOSING DATE

The closing date for applications is ***Tuesday, 15 December 2026 @ 11:00***. Applications must be submitted at the Historium Building, 11 Pastorie Avenue, Paarl.

12. ACCOUNTABILITY

The service provider will be accountable to and report to the Chief Financial Officer (CFO) or a delegated official of the ATM. The service provider will work under the direction of the CFO in the performance of duties relating to the preparation of the annual financial statements.

13. ASSIGNMENT COST AND PAYMENT

Payment will be based on the fixed fee quoted and approved by the ATM for the preparation of the annual financial statements.

The service provider must submit detailed invoices reflecting the services rendered. Any additional approved disbursements or out-of-pocket expenses must be supported by relevant proof and approved by the ATM in writing before being incurred.

The quoted rates and fees shall remain fixed for the duration of the contract and will not be subject to adjustment unless otherwise agreed to in writing by the ATM.

Payment will be subject to verification and approval by the ATM that the agreed services and deliverables have been satisfactorily completed.

REQUIRED DOCUMENTS

Please note that failure to lodge the following documentation and/or proof will lead to an immediate disqualification:

1. Registration number from the Central Supplier Database
2. Submission of original, valid tax clearance certificate
3. Submission of original, valid B-BBEE certificate
4. Certified proof of company registration documents
5. Completed and signed SBD 1; 3.3; 4; 6.1; 6.2; 7.2; 8; 9 and General Condition of Contract (GCC) initialised on each page

Please double check that you have attached all the above documents before submitting your quote.

QUOTE DOCUMENTS CHECK LIST:

A completed and signed QUOTE document must be submitted in a file. The QUOTE document must be *punched and placed into a file with dividers between each schedule*. The schedules must be formatted and numbered according to the numbering system stated below:

Schedules	Description	Submitted – Indicate YES or NO
Schedule 1	Supplier registration number (CSD)	
Schedule 2	Request for quotation	
Schedule 3	SBD 1; 3.3; 4; 6.1; 6.2; 7.2; 8; 9	
Schedule 4	Proof of company registration	
Schedule 5	Bank Rating/Letter from the bank	
Schedule 6	Valid tax clearance	
Schedule 7	B-BBEE verification certificate	
Schedule 8	Company profile	
Schedule 9	Qualifications and Curriculum Vitae (CVs) of Key Personnel Assigned to the Contract	
Schedule 10	Minimum of 3 written testimonial from clients	
Schedule 11	Detailed formal quotation (valid for 60 days)	

General

The ATM is not obliged to accept the cheapest price and reserves the right not to accept the submission and to advertise again if a suitable service provider cannot be found. It is the supplier's responsibility to ensure that all documentation to be submitted reaches the ATM.

Review: List of restricted suppliers and register for tender defaulters

Prior to awarding of this contract, the ATM will verify with National Treasury database whether the prospective service provider is listed on the List of Restricted Suppliers and Register for Tender Defaulters.

Evaluation criteria

The below-mentioned criteria form an integral part of the evaluation process that will be followed by the ATM. Please note that quotations that do not conform to the primary criteria indicated in Criteria 1 will not be considered.

Criteria 1 – Legality of quote document (Primary criteria)

Legality of quote document

Non-compliance with quoting rules – the following shall lead to disqualification:

- Failure to return all pages of the quote document.
- Failure to sign/initial all applicable pages of the quote document.
- Any changes/alterations to pricing that are not signed/initialled.
- Any changes to the quote specifications (unless formally agreed to by the ATM and recorded as such before the closure of the quote request).
- The use of correctional fluid/tape or any similar product anywhere in the quote document.
- Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the quote.
- Omission to submit an original, valid tax clearance certificate.
- ATM requests a minimum 12 months warranty on services/products delivered or provided. It must be submitted in writing.

Non-compliance with quoting rules – in addition to above, the following may lead to disqualification:

- Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider that the ATM may consider to be material.

Incomplete quotation submission

The following shall lead to disqualification:

- Rates and prices – schedules not completed as required.
- Failure to submit obligatory written proposals/explanations/samples/prototypes/certificates or similar requirements.

Criteria 2 – Evaluation (Secondary criteria)

Inability to evaluate the quotation

- Incomplete schedule of rates and prices.
- Prices and information not furnished as specified and/or required.
- Incomplete written proposals/submissions where required.

Criteria 3 – Price and Preference Evaluation

Quoting companies/persons who qualify will be further evaluated in terms of price and preference points (B-BBEE level of contributor). Evaluation criteria are 80/20.

Price Assessment	**80 points**
Preferential Elements	**20 points**
B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13. General terms and conditions

Kindly note that the ATM is entitled to:

14.1 Amend any request for quotation (RFQ) conditions, validity period, specifications, or extend the closing date and/or time of the RFQs before the closing date. All respondents, to whom the RFQ documents have been issued, will be advised in writing of such amendments, within a reasonably and practical period;
14.2 Not appoint any service provider;
14.3 Vary, alter, and/or amend the terms of this RFQ, at any time prior to the finalisation of its adjudication hereof;
14.4 Not accept the lowest proposal or any proposal in part or in whole. The ATM normally awards a contract to the service provider who proves to be fully capable of handling the contract and whose quotation is technically acceptable and/or financially advantageous to the ATM. Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 30 days from the appointment date, the ATM shall be entitled to appoint the contractor who was rated second, and so on;
14.5 Award this RFQ as a whole or in part without furnishing reasons; and
14.6 Cancel or withdraw from this RFQ as a whole or in part without furnishing reasons and without attracting any liability.

The service provider hereby offers to render all of the services described in the attached documents (if any) to the ATM on the terms and conditions and in accordance with the specifications stipulated in this RFQ documents (and which shall be taken as part of, and incorporated into, this quotation at the prices inserted therein). This proposal and its acceptance shall be subject to the terms and conditions contained in this RFQ document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND CSD MUST BE DIRECTED TO:

Department: Finance Assistant

Contact person: Fabian Ontong

Tel: 021 872 3441

Fax: 021 872 3642

E-mail address: fin.assist@taalmuseum.co.za

ANY TECHNICAL ENQUIRIES:

Contact person: Tania Laing

Tel: 021 872 3441

Fax: 021 872 3642

E-mail address: finbestuur@taalmuseum.co.za

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	ATM 2026/2027-14	CLOSING DATE:	15/12/2026	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF INTERNAL AUDIT SERVICES TO THE AFRIKAANS LANGUAGE MUSEUM AND MONUMENT (ATM), PAARL				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
11 Pastorie Avenue
Paarl
7646

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Fabian Ontong**	CONTACT PERSON	**Tania Laing**
TELEPHONE NUMBER	**021 872 3441**	TELEPHONE NUMBER	**021 872 3441**
FACSIMILE NUMBER	**021 872 3642**	FACSIMILE NUMBER	**021 872 3642**
E-MAIL ADDRESS	**fin.assist@taalmuseum.co.za**	E-MAIL ADDRESS	**finbestuur@taalmuseum.co.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

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: ……...

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

DATE:
……

PRICING SCHEDULE

(Professional Services)

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

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R……..
3.	Persons who will be involved in the project and rates applicable (Certified invoices must be rendered in terms hereof).	

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
……	R……	……
……	R……	……
……	R……	……
……	R……	……
……	R……	……

5. Phases according to which the project will be completed, cost per phase and man-days to be spent.		
……	R……	……days
……	R……	……days
……	R……	……days
……	R……	……days
……	R……	……days

** “All applicable taxes” include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
……	……	……	R……
……	……	……	R……
……	……	……	R……
……	……	……	R……
		TOTAL:	R……

5.2 Other expenses, for example accommodation (specify, e.g., three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
……	……	……	R……
……	……	……	R……
……	……	……	R……
……	……	……	R……
		TOTAL:	R……

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

7. Estimated worker-days for completion of project: ……

8. Are the rates quoted firm for the full period of contract? * YES / NO

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

……

……

……

……

* Delete if not applicable.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number: …….

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……..

2.4 Company Registration Number: …….

2.5 Tax Reference Number: …….

2.6 VAT Registration Number: ……..

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

[1]"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
……
……
……

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

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

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……
……
……

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

2.8.1 If so, furnish particulars:
……
……
……

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

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

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

2.10.1 If so, furnish particulars**.**

……
……
……

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

2.11.1 If so, furnish particulars:

……
……
……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23

OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..	…….
Signature	Date
…….	…….
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

Description of services, works or goods	Stipulated minimum threshold

_____ _____%

_____ _____%

_____ _____%

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

(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with**

the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:_____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - 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 fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.
   NAME (PRINT)…….

   CAPACITY ……

   SIGNATURE ……

WITNESSES

1 ……

2 ……
DATE:……

NAME OF FIRM …….

DATE …….

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 number ……dated……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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ……ON……

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…….

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

……..	**…….**
Signature	**Date**
…….	**…….**
Position	**Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

……	……
Signature	Date
…….	……
Position	Name of Bidder

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product

results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) 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

(b) 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 30 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 organisation 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 analysed 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.

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:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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 fulfilment 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.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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:

(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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.

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,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

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.

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

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.

34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages