



<b>RFB NUMBER:</b>	<b>CBRTA/HO/0025</b>
<b>DESCRIPTION:</b>	<b>Request For Bid: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNAL AUDIT SERVICES</b>
<b>PUBLISH DATE:</b>	<b>16 November 2015</b>
<b>VALIDITY PERIOD:</b>	<b>90 days from the closing date</b>
<b>CLOSING DATE:</b>	<b>04 December 2015</b>
<b>CLOSING TIME:</b>	<b>14h00</b>
<b>COMPULSORY BRIEFING SESSION DATE</b>	<b>N/A</b>
<b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:</b>	<b>CBRTA Head Office 138 Frikkie De Beer Street, Glen Manor Office Park, Building Three Menlyn Pretoria(Tender Box at Reception)</b>
<b>ATTENTION:</b>	<b>Supply Chain Management</b>
<b>NB: Bidders must ensure that they sign the register at the reception when delivering their bids</b>	

<b>BIDDER NAME:</b>
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- Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.
- The C-BRTA reception is accessible 8 hours a day, (07h00 to 16h00); 5 days a week (Monday to Friday).
- Bidders must ensure that they **sign the register** at the reception when delivering Bids.
- Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**BIDDING STRUCTURE**

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

<b>If individual bidder, indicate the following:</b>	
Name of bidder	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following:</b> <i>(To be completed for each JV/ Consortium member)</i>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors, indicate the following:</b>	
Name of prime contractor	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors, indicate the following:</b> <i>(To be completed for each subcontractor)</i>	
Name of subcontractor	
Registration number	
VAT registration number (where applicable)	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

# Checklist of documents to be submitted:

Please tick in the relevant block below

YES NO

 

One original tender document with four copies (clearly marked as original and copy 1 of 2, etc.)

 

Original and valid Tax Clearance certificate.

 

Original Certified copies (Copy with original stamp) of your CIPRO company registration documents listing all members with percentages, in case of a CC.

 

Declaration of interest

 

List of references of past and present clients (Company name, department, branch, contact person with office telephone number)

 

B-BBEE rating certificate issued by a SANAS Accredited BEE verification agency

Please ensure that the following documents are completed:

YES NO

 

Completed Bid Conditions

 

Completed Due Diligence

 

Completed Price Schedule with detailed breakdown

 

Declaration of bidder's past Supply Chain Management practices

 

Certificate of independent bid determination

 

Contract Form

Kindly take note that:

1. Should all of these documents not be included or fully completed, the bidder may be disqualified on the basis of non-compliance.
2. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name in Print

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date



***Standard Bidding Documents and Forms  
To be Submitted by Bidders***

**Provision of Professional Services**

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## 1. CONDITIONS AND UNDERTAKINGS BY BIDDER

- 1.1 **The Bid forms should not be retyped, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing Bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. CBRTA will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to CBRTA on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 1.3 I/We agree that -
- 1.3.1 the offer herein shall remain binding upon me/us and open for acceptance by CBRTA during the validity period indicated and calculated from the closing hour and date of the Bid;
- 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.

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Signature(s) of Bidder or assignee(s)

Date

---

Name of signing person (in block letters)

---

Capacity

---

Are you duly authorized to sign this bid?

---

Name of Bidder [company name] (in block letters)

---

Postal address (in block letters)



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Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

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

Telephone Number: ..... FAX Number.....  
Cell Number.....

**2. BID CONDITIONS**

2.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

2.2 A "√" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "√" under "Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "√" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

**NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply".**

**It is mandatory for the bidders to comply with the following bid conditions.**

2.3 The following bid conditions will govern the contract between the CBRTA and the successful bidder:

<b>Requirement</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
2.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which CBRTA reserves the right to review and extend the contract for further period/s at the CBRTA discretion.		
2.3.3 The fees will be negotiated.		
<b>Interpretation of requirements</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.4 The Bidder/s shall accept CBRTA interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and CBRTA.		
2.3.5 Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and CBRTA, it		

shall be dealt with in terms of General Conditions of Contract of this document.		
2.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFB, the Bid conditions shall take preference.		
<b>Documentation</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.7 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
2.3.8 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		
2.3.9 Acceptance of any Bids will only indicate, without any obligations on the part of either CBRTA and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
2.3.10 CBRTA reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
2.3.11 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to CBRTA and not necessarily on the basis of lowest price or any other criteria.		
2.3.12 Should CBRTA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so requires.		
2.3.13 Should CBRTA consider it necessary, CBRTA will visit the Bidder/s customer sites.		
2.3.14 CBRTA reserves the right:		
2.3.14.1 to cancel this RFB at any time;		
2.3.14.2 not to accept any Bids;		

2.3.14.3 to accept one or more Bids for further negotiation and;		
2.3.14.4 to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		
<b>Copyright</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.15 The specifications are the intellectual property of CBRTA.		
2.3.16 The contents of any specifications are the property of CBRTA and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		
<b>Precedence</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.17 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
2.3.18 If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is: <ul style="list-style-type: none"> <li>• Statutory and mandatory requirements,</li> <li>• This bid document,</li> <li>• Contract Conditions.</li> </ul>		
<b>Alternative suppliers</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.19 The Bidder accepts that the CBRTA will have the right to contract with any other Service Provider for provision of services not covered by this specification.		
2.3.20 Bidder must also submit: A written statement to the specification of CBRTA by the bidder, that none of his personnel have any involvement or interest in the bidder's business.		
<b>Submission of Bid</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.21 CBRTA will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as described in paragraphs 2.1.and 2.1.		
<b>Service approval</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>

2.3.22 The Procuring of the Services shall not take place until CBRTA has given final approval of all procedures.		
<b>Additional Criteria</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.23 CBRTA will evaluate the bids against the following criteria: <ul style="list-style-type: none"> <li>• Compliance to the Specifications/ Functionality</li> <li>• Price</li> <li>• BBEE</li> <li>• Compliance to Bid Conditions</li> </ul>		
<b>Broad Based Black Economic Empowerment</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.24 CBRTA has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will for an important part of the evaluation criteria to be used. CBRTA reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.		
<b>Addenda</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.25 In the event that modifications, clarifications or additions to the RFB become necessary, all Bidders will be notified, in writing, addenda to this RFB.		
<b>Preparation Costs</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.26 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFB will become CBRTA property unless otherwise stated by the Bidder/s at the time of submission.		
<b>Confidential Material</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.27 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		

Payment Terms – Local Creditors	ACCEPT	NOT ACCEPT
<p>2.3.28 Payments of invoices will be effected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> CBRTA has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to CBRTA by the 5<sup>th</sup> of each month.</p>		

**Please note that the following clauses of CBRTA conditions and Procedures governing the Procurement of Services.**

**2.4 CONTRACT TERMINATION**

2.4.1 A contract/s with a successful Bidder/s may be terminated by the CBRTA on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The CBRTA, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the CBRTA and the successful Bidder. In this instance the CBRTA shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

**2.5 DISPUTE RESOLUTION**

2.5.1 All disputes arising out of this RFB or relating to the legal validity of this RFB or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 2.5.3; failing which
- Mediation, in terms of paragraph 2.5.4; failing which
- Arbitration, in terms of paragraph 2.5.6.

2.5.2 Paragraph Clause 2.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 2.5.1, for

which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

- 2.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.
- 2.5.4 If negotiation in terms of paragraph 2.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.5 The periods for negotiation (specified in paragraph 2.5.3) or for referral of the dispute for mediation (specified in paragraph 2.5.4), may be shortened or lengthened by written agreement between the parties.
- 2.5.6 In the event of the mediation contemplated in paragraph 2.5.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.
- 2.5.9 The arbitration shall be held at Sandton, South Africa, in English.
- 2.5.10 The South African law shall apply.
- 2.5.11 The parties shall be entitled to legal representation.
- 2.5.12 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 2.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFB.
- 2.5.14 Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

## **2.6. PAYMENT TERMS - LOCAL CREDITORS**

- 2.2.1 Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the Fund after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.
- 2.2.2 Tax invoices and all necessary supporting documents contemplated in 2.16.1 above must be submitted to the Fund by the 1<sup>st</sup> (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 2.2.3 No penalty interest shall be permitted to be charged in the event of the requirements referred to in 2.16.1 and 2.16.2 above not being complied with.
- 2.2.4 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.
- 2.2.5 Payment shall furthermore be subject to the Fund's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

## **2.7. TERMINATION**

- 2.7.1 The following clause will be applicable to all contracts entered into/orders placed by CBRTA:

If, at any time during the currency of this Bid and subsequent contract/order, CBRTA in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to CBRTA whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then CBRTA shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, CBRTA shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, AF be



indebted to the other party for any amounts whatsoever, CBRTA shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by CBRTA. NO payment by CBRTA to the other party after the lapse of such period shall preclude CBRTA thereafter, from recovering from the other party any such damages as it may have suffered.

## **2.8 SPECIFIC INFORMATION REQUIRED**

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

## **2.9 COPIES REQUIRED**

It is a condition that the Bidder/s shall furnish an offer comprising of **one original plus 4 (four) copies** for the supply of products and services enumerated in this Request for Bid Document. The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. CBRTA shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all three copies.

## **2.10 DUE DILIGENCE**

Bidder/s must supply two (2) years Financial Statements as in Annexure B.

## **2.11 GENERAL VENDOR INFORMATION**

The following general information is required from the prospective vendor:

### **2.11.1 NAME OF COMPANY/TRADING AS:**

- Postal Address
- Street Address
- Telephone and facsimile numbers

### **2.11.2 COMPANY HEAD OFFICE:**

- Postal Address
- Street Address
- Telephone and facsimile numbers

### **2.11.3 Contact person**

- 2.11.4 List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust - **Compulsory**
- 2.11.5 List of shareholders (**Certified** original copies of individual share certificates/**certified** original copies of Cipro registration document indicating members with percentage interest) – **Compulsory**.
- 2.11.6 Date of registration – **Compulsory** –
- 2.11.7 Company registration number. – **Compulsory** [if applicable]
- 2.11.8 Draw or attach the organizational structure of your company:
- a) Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.
  - b) Basic functional structure, i.e. the administrative section of your company with which CBRTA will be dealing on a day-to-day basis.
- 2.11.9 **Original** Valid Tax Clearance Certificate. - **Compulsory**

## **2.12 INFRASTRUCTURE**

- a) Would you describe your business as international, national or regional?
- b) List all branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

## **2.13 ACTIVITY AND SERVICE PROFILE**

- 2.13.1 Detailed description of main field of expertise/area of operation of company.
- 2.13.2 Range of services offered.
- 2.13.3 Reference list of some contracts completed during the last 3 to 5 years, including value, duration, location and contact persons

## **2.14 REASONS FOR DISQUALIFICATION**

- 2.14.1 The CBRTA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
- 2.14.1.2. bidders who do not have a valid and original Tax Clearance Certificate on the closing date and time of the bid;
  - 2.14.1.3. bidders who submitted incomplete information and documentation according to the requirements of this RFB;
  - 2.14.1.4. bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BBBEE credentials, experience, etc.;

2.14.1.5. bidders who received information not available to other vendors through fraudulent means; and/or

2.14.1.6. bidders who do not comply with **mandatory requirements** as stipulated in this RFB will be disqualified.

2.14.2 There shall be **no public opening** of the Bids received; however, the list of bids received may be published on the CBRTA website. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of the CBRTA. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

2.14.3 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.

2.14.3.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

## 2.15 ENQUIRIES

2.15.1 Enquiries regarding this Request for Bid should be submitted via e-mail quoting the bid number to:

Supply Chain Officer	tgumede@cbrta.co.za
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Enquiries should reference specific paragraph numbers, where appropriate.

All questions / enquiries must be forwarded in writing not later than **15h00** on **20 November 2015**.

Questions/enquiries received on **20 November 2015** after **15h00** **WILL NOT** be considered.

Answers will be distributed to the bidders on **24 November 2015** by **15h00**.

### **3. GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

The following terms shall be interpreted as indicated:

3.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

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

3.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.

3.1.4 “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.

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

3.1.6 “Country of origin” means the place where 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 basis characteristics or in purpose or utility from its components.

3.1.7 “Day” means calendar day.

3.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

3.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

3.1.10 “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.

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

3.1.12 “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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

3.1.13 “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.

3.1.14 “GCC” mean the General Conditions of Contract.

3.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

3.1.16 “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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

3.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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

3.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.

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

3.1.21 "Purchaser" means the organization purchasing the goods.

3.1.22 "Republic" means the Republic of South Africa.

3.1.23 "SCC" means the Special Conditions of Contract.

3.1.24 "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.

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

## **3.2 Application**

3.2.1 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.

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

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

## **3.3 General**

3.3.1 Unless otherwise indicated in the bidding documents, the purchase 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.

3.3.2 With certain exceptions, invitations for 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](http://www.treasury.gov.za).

## **3.4 Standards**

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

### **3.5 Use of contracts documents and information**

3.5.1 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 as far as may be necessary for purposes of such performance.

3.5.2 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.

3.5.3 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.

3.5.4 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.

### **3.6 Patent rights**

3.6.1 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.

### **3.7 Performance Security**

3.7.1 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 GCC.

3.7.2 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 contracts.

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, 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

3.7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### **3.8 Inspections, tests and analyses**

3.8.1 All pre-bidding testing will be for the account of the bidder.

3.8.2 If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

3.8.3 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 payments arrangements with the testing authority concerned.

3.8.4 If the inspection, test 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.

3.8.5 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.

3.8.6 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.

3.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found no 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 purchase 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.

3.8.8 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.

### **3.9 Packing**



3.9.1 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 precipitations 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.

3.9.2 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.

### **3.10 Delivery and documents**

3.10.1 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.

### **3.11 Insurance**

3.11.1 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.

### **3.12 Transportation**

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

### **3.13 Incidental services**

3.13.1 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.

3.13.2 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.

### **3.14 Spare parts**

3.14.1 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.

### **3.15 Warranty**

3.15.1 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.

3.15.2 This warranty shall remain valid 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.

3.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

3.15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.

3.15.5 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.

### **3.16 Payment**

3.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

3.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

3.16.3 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.

3.16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

### **3.17 Prices**

3.17.1 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.

### **3.18 Contract Amendments**

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

### **3.19 Assignment**

3.19.1 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.

### **3.20 Subcontracts**

3.20.1 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.

### **3.21 Delays in the supplier's performance**

3.21.1 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.

3.21.2 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 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.

3.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

3.21.4 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.

3.21.5 Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.

3.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

### **3.22 Penalties**

3.22.1 Subject to GCC clause 3.25, 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 3.23.

### **3.23 Termination for default**

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

3.23.2 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 terminate.

### **3.24 Anti-dumping and countervailing duties and rights**

3.24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 of 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 favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

### **3.25 Force Majeure**

3.25.1 Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or 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.

3.25.2 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 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.

### **3.26 Termination for insolvency**

3.26.1 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

### **3.27 Settlement of Disputes**

3.27.1 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.

3.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.

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

3.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

3.27.5 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.

### **3.28 Limitation of liability**

3.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 3.6;

- (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 or 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.

### **3.29 Governing language**

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.

### **3.30 Applicable law**

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

### **3.31 Notices**

3.31.1 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.

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

### **3.32 Taxes and duties**

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

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

3.32.3 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.



## **Request for Proposal: C-BRTA Internal Audit for 2015 - 2017**

Proposals are hereby invited for the appointment of an independent and objective audit firm to provide Internal Auditing Services to the Cross Border Road Transport Agency (C-BRTA) for the provision of internal audit services for the period of two (2) years.

A rolling three-year rolling plan and the annual internal audit plan were approved by the Audit Committee.

Bidders must comply with the following **minimum requirements** and failure to comply will result to immediate disqualification:

- A fully completed tender document which has been signed and certified where required together with relevant compulsory attachment. Failure to fully complete any section/part of the compulsory documents will result to immediate disqualification.
- At the time of appointment, the tax affairs of the entity **MUST** be in order, therefore to prove this, an original, valid Tax Clearance Certificate will be required.
- Bidder **MUST** submit letter of confirmation of registration with the Independent Regulatory Board for Auditors;
- Audit team members, must be registered with the Institute of Internal Auditors and certificates **MUST** be attached.

**The closing date for submissions is Tuesday, 04 December 2015**, Late proposals will not be considered.



## TERMS OF REFERENCE

### 1. PROJECT TITLE

Cross-Border Road Transport Agency Internal Audit Services

### 2. Introduction

The Cross Border Road Transport Agency (C-BRTA) is classified as a National Public Entity under **Part A** of **Schedule 3** of the Public Finance Management Act of 1999 (PFMA).

The Agency requires the services of an audit firm for the provision of internal audit services in an effective and efficient way, and most importantly demonstrating that the C-BRTA obtains a value added service from the appointed internal auditors.

The **Protocol on Governance in the Public Sector** defines Internal Audit as “*an independent, objective assurance and consulting activity designed to add value and improve an Agency’s operations. It helps an Organisation to accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, controls and Corporate Governance*”.

The PFMA and the King III requires that internal audit to be under the control and direction of the Audit and Risk Committee. Internal Audit should report the Audit and Risk Committee and have unrestricted access to the Chairperson of the Audit and Risk Committee and the Committee itself.

The Internal Audit should act independently of the external auditors, but interact with them on matters of mutual concern and in areas of their work that overlap, to ensure efficiencies in the overall audit of the Agency.

### 3. Objectives of the Internal Audit

**The objective of the Internal Audit is to provide assurance to management and oversight bodies with regards to the effectiveness and efficiencies of the control management systems, risk management and compliance.**

The Internal Auditor is expected:

- To review, appraise and report on the system of internal controls throughout the Agency.
- To update the rolling three-year strategic internal audit plan (2016/17, -2017/18 & 2018/19), based on assessment of the key risk areas in the Agency and covering current operations, operations planned in the Annual Performance Plan and the Risk Management Strategy of the Agency.

- To prepare a detailed Internal Audit Plan for the first year of the rolling plan (2016/17 financial year), to be presented to management and the Audit and Risk Committee together with the fee estimate, for the work to be undertaken.
- To execute the approved audits plans.
- To provide a detailed scope of the work to be undertaken in each area of the operation as indicated in the annual plan for Internal Audit.
- To report to the Audit and Risk Committee on a quarterly basis, on the performance against the plan and on areas of concern. Management comments must always be obtained on areas of concern before the report is presented to the Audit and Risk Committee.
- To work pro-actively with Management to contribute to the success of the Agency without losing the required independence.

#### **4. Scope of Work**

##### **4.1 The scope of internal audit work entails evaluating the adequacy and effectiveness of the Agency systems of internal control, this includes:**

- 4.1.1. reviewing the reliability and integrity of quarterly financial and non-financial reports and operating information and the means used to identify, measure, classify and report such information;
- 4.1.2. reviewing the systems established by Management to ensure compliance with policies, plans, procedures, laws and regulations that could have a significant impact on operations, and determine whether the Agency is in compliance;
- 4.1.3. reviewing the means of safeguarding assets and verifying the existence of assets;
- 4.1.4. appraising the efficiency with which resources are employed and identifying opportunities to improve operating performance;
- 4.1.5. reviewing operations and investments to ascertain whether results are consistent with established objectives and goals and whether the operations or investments are being carried out as planned;
- 4.1.6. reviewing the planning, design, development, implementation and operation of major ICT systems to determine whether:
  - adequate controls are incorporated in systems;

- thorough systems testing is performed at appropriate stages;
- system documentation is complete and accurate, and
- the needs of users are met.

4.1.7. Reporting to the Audit and Risk Committee in writing regularly on the scope of reviews of good governance and any significant findings. The report(s) will be discussed with the Chief Executive Officer prior to submission to the Audit and Risk Committee meeting.

## **4.2. DESCRIPTION AND EXTENT OF WORK**

### **4.2.1. Performance of audit assignments**

Assignments are to be performed in accordance with the best practice models and each assignment should consist of the following tasks:

- audit preparation;
- preliminary survey;
- review of internal controls;
- audit testing;
- presentation of findings and recommendations;
- obtaining management responses, and
- reporting.

All procedures and working papers must be made available on request within one working day, to C-BRTA as well as the Audit and Risk Committee and the Auditor General of South Africa on request.

### **4.2.2. Quality Assurance reviews of the work**

The successful service provider shall ensure that all work conforms to the Standards for the Professional Practice of Internal Auditing (Institute of Internal Auditors).

### **4.2.3. Independence and objectivity of Audit Staff**

In carrying out the work, the successful service provider must ensure that their audit team maintains their objectivity by remaining independent of the activities they perform.

The service provider shall:

- have no executive or managerial powers, functions or duties except those relating to the project; and
- not be involved in the day-to-day operations of C-BRTA.

#### **4.2.4. Monitoring progress of assignments**

On a quarterly basis, the successful service provider shall meet with the Audit and Risk Committee to report on progress of the work as the need arises.

#### **4.2.5. Report of audit results**

The report(s) on findings and recommendations should be sent to C-BRTA's Executive Manager responsible for implementing those recommendations for their review and comment and copied to the Executive Governance.

Within 5 (five) working days of sending the report(s), the audit team shall meet with C-BRTA's relevant Executive Manager to discuss the findings and obtain written responses to recommendations together with implementation dates.

If the findings have not been addressed these shall then be incorporated into the relevant report. The reports shall be discussed with the Chief Executive Officer after the management comments have been received and prior to being tabled at the Audit and Risk Committee.

#### **4.2.6 Fraud and irregularities**

In planning and conducting its work, the successful service provider should seek to identify serious irregularities, which might result in possible fraud; any such irregularities must be reported immediately to the CEO and Executive Governance and Legal Service as well as the Audit and Risk Committee without disclosing these to any other members of the staff.

#### **4.2.7. Authorised delegate(s)**

Nothing as stipulated in these Terms of Reference may be amended without the written confirmation of the Management of C-BRTA.

### **5. Available documentation**

**All bidders are required to cost as per the attached documents:**

- **The approved 3 year rolling plan**
- **The Internal Audit Plan**

### **6. Minimum terms of appointment of Internal Auditors**

Internal audit must ensure that the Agency adheres to applicable legislation and statutory regulations, including, but not limited to, the Cross Border Road Transport Agency Act, PFMA, King III, and the Protocol on Corporate Governance, Labour and Procurement Legislation.

#### **6.1 Authority of Internal Auditors**

The Internal Auditors have the right of access to all information and personnel within the Agency on any matter necessary to fulfil their duties.

The Internal Auditors shall have direct access to the Chairperson of the Board and the Audit and Risk Committee, the Chief Executive Officer, Executives and their line managers in relation to their various responsibilities.

### **6.2 Audit Costs and Budgets**

The internal audit budget must include the allocation of the audit hours and the fee, by major area of activity of C-BRTA and provision for risk management. The fee must also be based on the resources to be deployed in the Agency. Provision may be made for the placing of an internal auditor/s at the C-BRTA offices.

### **6.3 Communication with service provider**

There must be regular engagements between internal and external audit to assist in keeping the External Auditors (Auditor General) up-to-date as on developments in C-BRTA and will assist the External Auditors in determining the extent of their involvement during the year.

### **6.4 Audit management reports**

Audit management reports must differentiate between significant matters for consideration by the Audit and Risk Committee, i.e. those that could result in increased risk for C-BRTA, and housekeeping matters for consideration by management.

All reports/ must be discussed with management and comments from management included in the report. This report, with final comments from management, must be presented to the Chief Executive Officer.

The reports must be finalised at least three weeks prior to the quarterly meetings of the Audit and Risk Committee and presented to the Chief Executive Officer two weeks before the Audit and Risk Committee meeting.

### **6.5 Evaluation and Appointment of Internal Auditors**

The Audit and Risk Committee shall evaluate the performance of the internal audit function on an annual basis.

## **6. Timeframe for Completion of Audit Function**

The internal audit should be completed per approved annual plan by the end of each financial year. All issues arising during the year of audit, excluding those which can only be resolved at an Audit and Risk Committee level, should be resolved by that date. If there is a possibility of an adverse audit

report, the matter must be brought to the attention of the Chief Executive Officer and the Chairperson of the Audit and Risk Committee as soon as possible.

## 7. Background Information

Background information in respect of C-BRTA as well as additional information can be found in our website [www.cbrta.co.za](http://www.cbrta.co.za) or the latest annual report which is also available on request from our Communication Department.

## 8. Evaluation Criteria

The proposal will be evaluated based on the 90/10 preference system as provided for in the Preferential Procurement Policy Framework Act (PPPFA) and the supply chain management regulations as follows:

Price	90 points
BBBEE	10 points
NB: Evaluation on functionality will be divided into two phases (1a and 1b) and bidders who score an overall minimum of 80% will be considered for the evaluation on Price and BBBEE.	

Bidders who are found not to be responsive or complaint with the requirements of the bid will not go through to the phase of functional evaluation.

**The functional criteria used for evaluating all tenders has been divided into two phases, where a proposal must score a combined overall minimum of 80% for both phase one and two of the functionality criteria to qualify for further evaluation for preference points.**

## 8.1 Functional Evaluation (1a phase)

The bids will be subjected to the following functional criteria.

<b>Functionality Evaluation Criteria - Internal Audit Services</b>
<b>Functionality = 100 points</b>
<b>Take note: A supplier who obtains less than 80% in the functionality phase shall be excluded from the next phase of functional evaluation)</b>
<b>Experience of the firm in similar assignments (30 points)</b>
<ul style="list-style-type: none"> <li>• Display substantial internal audit experience with minimum of 5 years in the field with at least 3 years in public entities.</li> <li>• Provide five (5) contactable references where similar assignments were undertaken. Information required must include the following;               <ul style="list-style-type: none"> <li>• Customer name</li> <li>• Project manager name</li> <li>• Contact details</li> <li>• Full project cost</li> </ul> </li> </ul> <p><b>Reference check will be done with a minimum of three (3) contactable references provided as selected by the C-BRTA</b></p>
<b>Expertise of the team (40 points)</b>
<p>Provide CV's of the team (replacements must be professionals of the same expertise and experience)</p> <p>Information required must include the following:</p> <ul style="list-style-type: none"> <li>• Educational background</li> <li>• Relevant qualifications (provide copies of qualifications)</li> <li>• Detailed experience (including but not limited to the following IT auditing; Auditing of predetermined objectives, Compliance and regulatory auditing</li> </ul>
<b>Methodology and Approach (30 points)</b>
Proposed audit methodology

### Note:

Only proposals meeting the minimum stipulated threshold of 80% for phase 1(a) of the functionality evaluation will progress to phase 1(b) of the functionality criteria, where short listed bidders will be required to deliver a presentation

<b>Phase 1(b)</b>
<b>Functionality (Take note: A supplier who fails to obtain 80% or more in the functionality phase shall be excluded from the next phase of evaluation)</b>

## 1. Presentations (70)

Shortlisted bidders will be required to deliver a one (1) hour presentation at the premises delegated by the C-BRTA, on the following:

- **Company Experience, expertise and capability**

**Leadership** – demonstrate roles for people who will be responsible for the account

**Customer Relationship Management** – Demonstrate how employees are kept motivated and committed to work with the C-BRTA.

**Communication** - Reflect how the bidder will interface and communicate with designated C-BRTA staff.

- **Price proposal**

Provide clarity of the price proposal

- **Governance**

Demonstrate how performance will be tracked, reported and corrected

Note: The evaluation on the presentations is a fact finding and explanation session and does not include negotiations.

## 2. References (30)

Evaluation of references of experience which have been provided.

**Total = 100**

### Note:

An averaged total for functionality will be determined for proposals meeting the Minimum Stipulated Threshold of 80% for phase 1(a), which will be combined with the Minimum Stipulated Threshold of 80% for phase 1(b).

Only qualifying proposals will be considered for further evaluation for 90/10 Preference Points on meeting or exceeding the overall Stipulated Minimum Threshold of 80%.

### 8.2 Price and BBEE (2<sup>nd</sup> phase)

Only bidders who score **80 points** and more will be considered for this phase based on 90/10 preferential point systems

Price	Based on formula	90 points
-------	------------------	-----------



BBBEE	BBBEE Verification Certificate	10 points
-------	--------------------------------	-----------

### 9. Briefing session and questions

Please note that there is no briefing session scheduled for the RFP.

All questions may be submitted to [tgumede@cbrta.co.za](mailto:tgumede@cbrta.co.za) via email, quoting the bid number and the closing date for submission of questions is on **20 November 2015** at 15h00 and no late question will be considered.

The responses will be emailed to service providers by **15H00** on 24 **November 2015**.

**ANNEXURE B: DUE DILIGENCE - FINANCIAL ASSESSMENT**

**A. SUPPLIER EVALUATION QUESTIONNAIRE**

This questionnaire must be completed by all potential Bidder/s. This information is critical for Bidder/s evaluation purposes and must be completed honestly and accurately.

- 1.1 Complete names of your company's five key customers in terms of average business conducted as a percentage of accounts receivable / total debtor book.

Customer					
% Receivable	0 - 20%	>20 - 40%	>40 - 60%	>60 - 80%	>80 - 100%

- 1.2 How often did your company experience industrial action incidence e.g. strikes, go-slows, etc. Please indicate the number of incidences by completing the relevant block

Past Year	Past Two Years	Past Three Years

- 1.3 Kindly indicate your company's investment in productive resources (as a percentage of turnovers).

Resources	Training
% Turnover	

- 1.4 Indicate your company's top management experience by ticking the relevant boxes below.

Experience					
Avg. Years	Less than 5years	5-10 years	10-15 years	15-20 years	over 20 years

- 1.5 How long has your company been trading or in operation? Please tick the relevant block.

Less than 3 years	3 - 5 years	6 - 10 years	11 - 15 years	Over 15 years

- 1.6 Listed e.g. JSE (Johannesburg Stock Exchange) companies must complete the closing market share value (per share) for the respective financial year ends as per Annual Financial Statements submitted. (See below).

Year End			
Closing Share Market Value			

We hereby confirm that above information has been completed to the best of our knowledge and that no attempt has been made to misrepresent or misstate the facts or answer as required by this questionnaire.

<b>Signed by</b>		<b>Official Stamp</b>	<b>Company</b>
<b>Company Name</b>			
<b>Surname &amp; Initials</b>			
<b>Position</b>			
<b>Date</b>			

<b>APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF TENDERS)</b>	
	<b>IT IS A CONDITION OF TENDER THAT: –</b>
1.	It is an absolute requirement that the taxes of the successful tenderer must be in order or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
2.	The Application for Tax Clearance Certificate (in respect of tenders), must be completed by the tenderer in all respects and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of six (12) months from date of issue. This <b>Tax Clearance Certificate must be submitted in the original with the tender under this section</b> that is before the closing time and date of the tender. Failure to submit an original and valid Tax Clearance Certificate may invalidate your tender.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

- 1. Name of taxpayer / bidder: .....
- 2. Trade name: .....
- 3. Identification number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Contact person requiring Tax Clearance Certificate:** Signature : .....

**Name :** .....

**Telephone number :** Code: (     ) Number : .....

**Address :**  
.....  
.....  
.....  
.....  
Code : .....

**Date :** .....

**PLEASE NOTE**

THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/ OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT

**IMPORTANT BIDDING CONDITIONS**

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing, or to complete the attached forms, questionnaires and specification in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions on these bid forms are in conflict with any special conditions, stipulations or provisions incorporated in the bidding documents, such special conditions, stipulations or provisions shall apply
4. Each bid must be submitted in a separate, sealed envelope on which the **bid number, bid description, name and address of the bidder, and the closing date and time** must be clearly endorsed.



**ANNEXURE D: ECLARATION OF INTEREST**

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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: Identity Number:  
 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
 2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number: ..... 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.

<sup>1</sup>“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.

<sup>2</sup>“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**

2.9.1 If 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 Reference Number	Tax Number	State Number	Employee / 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  
 .....

**ANNEXURE E: PRICING SCHEDULE**

**CROSS BORDER ROAD TRANSPORT AGENCY  
PRICING SCHEDULE – SBD 3.3  
(Professional Services)**

**NOTE : USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM**

<b>Name of Bidder:</b> .....		<b>Bid No. :</b>	
<b>Bid Description:</b>			
<b>Closing time 14h00 on 04 December 2015</b>		<b>Bid valid for 90 Days after closing date</b>	
<b>NOTE:</b> The Project Specifications, inclusive of Special Provisions, Special and General Conditions of Contract; as well as the information in the Annexures thereto, must be used as the basis for the formulation of proposals and cost estimates.			
Bidders are required to provide an all-inclusive ceiling price, based on the total estimated time for the completion of all aspects and phases of the Project, including all related costs and expenses. The Price must be in South African Rands and inclusive of Value Added Tax (VAT).			<b>Total bid Price</b> R.....
<b>1. Personnel Costs:</b> Bidders must ensure that the total number of personnel, hours, rates for the various levels of personnel; as well as the total costs submitted in this section are all inclusive and will provide for the completion of the Project as required. Unless specifically provided for in the Project Specification and the Special provisions, these costs must, amongst others, provide for research, production work, attendance of meetings, travel time and, if required, time for training and transfer of skills, etc as required.			<b>Estimated Cost (RSA Rand)</b>
<b>1.1 Level 1 personnel</b> .....	Estimated hours	.....hrs	R .....
<b>1.2 Level 2 personnel</b> .....	Estimated hours	.....hrs	R .....
<b>Total personnel hours and cost</b>			<b>R</b>
<b>2. Travel Costs:</b> Only actual travel costs related to the undertaking of this Project are recoverable. Proof of expenses incurred and original invoices, where applicable, must accompany the prescribed Claim Certificate for payment. Also specify the rate per kilometre, etc. Air travel will be economy class.			
<b>2.1 Travel by car/Air:</b>	Distance	Rate / km	
(a) Own vehicle:	.....kms	R...../km	R .....
(b) Rented vehicle :	.....kms	R...../km	R .....
(c) Air :	.....trips	R.....trip	R .....

<p><b>3.</b> Other expenses, for example accommodation (specify, eg. 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.</p>	<p><b>Estimated Cost (RSA Rand – R)</b></p>																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 10%; text-align: center;">Quantity</th> <th style="width: 15%; text-align: center;">Rate</th> <th style="width: 15%;"></th> </tr> </thead> <tbody> <tr> <td>1 .....</td> <td style="text-align: center;">.....</td> <td style="text-align: center;">R .....</td> <td style="text-align: center;">R</td> </tr> <tr> <td>2 .....</td> <td style="text-align: center;">.....</td> <td style="text-align: center;">R .....</td> <td style="text-align: center;">R</td> </tr> <tr> <td>3 .....</td> <td style="text-align: center;">.....</td> <td style="text-align: center;">R .....</td> <td style="text-align: center;">R</td> </tr> </tbody> </table>		Quantity	Rate		1 .....	.....	R .....	R	2 .....	.....	R .....	R	3 .....	.....	R .....	R	
	Quantity	Rate															
1 .....	.....	R .....	R														
2 .....	.....	R .....	R														
3 .....	.....	R .....	R														

**4. Time Periods:**

**4.1** State the period required before commencing with the project after acceptance of the Bid: .....weeks

**4.2** Total duration of the Project until completion: .....weeks

**4.3** Specific date at which the Project will be completed and Final Report(s) handed over: .....

**5. Validity of Rates, Prices and Cost:**

**5.1** Are all the rates, prices and costs given firm for the full period of the bid? (See clause 17 of *General Conditions of Contract*). (\* please circle applicable response) \* Yes / No

**6. VAT Registration:**

**6.1** Are you registered in terms of section 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No.89 of 1991) ? (\* please circle applicable response) \* Yes / No

**6.2** If so, state your VAT registration number: .....

**7. Declaration:**

I, the undersigned (name)..... hereby certify that:

**7.1** All the Forms and Certificates required in terms “Standard Bidding Documents and Forms to be submitted by Bidders” have been completed in all respects, signed, attached and submitted;

**7.2** The contents thereof have been noted; and  
I am duly authorised by the Company / Organisation / Enterprise to sign the Bid.

..... <b>Bid Number</b>	..... <b>Name of Company / Organisation / Enterprise / Bidder</b>	
..... <b>Signature of Declarant</b>	..... <b>Position of Declarant</b>	..... <b>Date</b>

Level 1 Personnel		Name, Organisation, Position, Rate, Estimated Hours and Total Cost				SBD 3.3 Annexure A		
No.	Name	Name of Organisation	Position in Organisation	Hourly Rate (Rand)	Estimated Total Hours	Estimated Total Cost (Rand)		
1				R		R		
2				R		R		
3				R		R		
4				R		R		
5				R		R		
6				R		R		
7				R		R		
8				R		R		
<b>Level 1 Personnel : Estimated Total Hours and Cost ( Copy to SBD 3.3 – 1.1)</b>							R	

Level 1 Personnel		Name, Organisation, Qualifications and Brief Summary of Related Experience		SBD 3.3
No	Name	Name of Organisation	Qualifications	Brief Summary of Related
1				
2				
3				
4				
<b>NOTES :</b> (a) Use more pages if required. (b) Certified copies of Qualifications and CV for each person MUST be attached to the Bid Documents.				

Level 2 Personnel		Name, Organisation, Position, Rate, Estimated Hours and Total Cost				SBD 3.3
No.	Name	Name of Organisation	Position in Organisation	Hourly Rate (Rand)	Estimated Total Hours	Estimated Total Cost (Rand)
1				R		R
2				R		R
3				R		R
4				R		R
5				R		R
6				R		R
7				R		R
8				R		R
<b>Level 2 Personnel : Estimated Total Hours and Cost ( Copy to SBD 3.3 - 1.2)</b>						<b>R</b>

Level 2 Personnel		Name, Organisation, Qualifications and Brief Summary of Related Experience			SBD 3.3
No	Name	Name of Organisation	Qualifications	Brief Summary of Related Experience	
1					
2					
3					
4					
<p><b>NOTES :</b> (a) Use more pages if required. (b) Certified copies of Qualifications and CV for each person MUST be attached to the Bid Documents.</p>					



Brief Proposed Monthly Activity Plan and Estimated Monthly Expenditure (Excluding VAT)												SBD 3.3 Annexure H		
Notes : (a) If required, more than 1 page must be used, i.e. for projects exceeding 12 months or more than 8														
Brief Activity Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Estimated Activity Cost	Total Cost
1	R	R	R	R	R	R	R	R	R	R	R	R	R	R
2	R	R	R	R	R	R	R	R	R	R	R	R	R	R
3	R	R	R	R	R	R	R	R	R	R	R	R	R	R
4	R	R	R	R	R	R	R	R	R	R	R	R	R	R
5	R	R	R	R	R	R	R	R	R	R	R	R	R	R
6	R	R	R	R	R	R	R	R	R	R	R	R	R	R
7	R	R	R	R	R	R	R	R	R	R	R	R	R	R
8	R	R	R	R	R	R	R	R	R	R	R	R	R	R
<b>Estimated Monthly Cost</b>	R	R	R	R	R	R	R	R	R	R	R	R	R	<b>Total Cost</b>

## Enquiries:

Any enquiries regarding this Bid may be directed to:

**1. Bidding and administrative procedures and requirements:**

The Supply Chain Management

Thembi Gumede

Tel. No. : (012) 348 1357

e-Mail address : [tgumede@cbrta.co.za](mailto:tgumede@cbrta.co.za)

## ANNEXURE F: 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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**

**ANNEXURE G: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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. cancels 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:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup> **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<sup>3</sup> 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;
- (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.
- 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

SBD 7.2

**ANNEXURE H: CONTRACT FORM – INTERNAL AUDIT 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 the **Cross Border Road Transport Agency** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **CBRTA/HO/0025** at the price/s quoted. My offer/s remains 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:

- Bidding documents, viz
  - Invitation to bid
  - Tax clearance certificate
  - Pricing schedule(s)
  - Proposal
  - BBBEE Points
  - Declaration of interest
  - Special Conditions of Contract;
- (i) General Conditions of Contract

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 fulfillment 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 .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE .....	



**CONTRACT FORM - RENDERING SERVICES OF INTERNAL AUDIT**

**PART 2 (TO BE COMPLETED BY THE PURCHASER)**

1. I, ..... in my capacity as ..... of the C-BRTA accept your bid under reference number **CBRTA/HO/0025** 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.

<b>DESCRIPTION OF SERVICES</b>	<b>PRICE (VAT INCLUSIVE) IN FIGURES</b>	<b>CONTRACT PERIOD</b>
Internal Audit Services		As per the SLA

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

SIGNED AT ..... ON .....

NAME (PRINT): .....

SIGNATURE: .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....