



CONTRACT NO: BW317/PIAS/22

BLOEM WATER

TENDER FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 3 YEARS

PROCUREMENT DOCUMENT

MARCH 2023

TENDER SUBMITTED BY:

Registered Name of Company:.....

Address:.....

Telephone Number:.....

Fax Number:.....

E-mail:.....

Issued by:



Bloem Water
PO Box 30121
Pellissier
9322

Contact

Name: Ms N Koen
Telephone: 051 – 403 0800
Fax: 051 – 422 5333
E-mail: nadinek@bloemwater.co.za

ISSUE DATE: 07 MARCH 2023

COMPULSORY SITE MEETING DATE: NONE

CLOSING DATE: 31 MARCH 2023

**TENDER FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 3 YEARS
 CONTRACT: BW317/PIAS/22**

TENDER SUMMARY PAGE

TENDERER				
	(Name of Tenderer)			
TELEPHONE	FAX			
TOTAL PRICE (Incl. VAT)	(in words)			
	(in words)			
	(in figures)			
	(in figures)			
COMPLETION PERIOD				
	(weeks)			
PREFERENCES CLAIMED FOR:				
LOCAL ENTERPRISE:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

Note: This page is used for tender opening purposes only. Where there is a discrepancy between this page and the Form of Offer and Acceptance, then the latter will be taken as the valid offer.

BW317/PIAS/22

TENDER FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 3 YEARS

TENDER NOTICE AND INVITATION TO TENDER

1. Background

Bloem Water is a Water Board, with the mandate to provide water services to the Southern and Central areas of the Free State Province. Bloem Water, formerly known as the Bloem Area Water Board, was established in 1991 in terms of Section 108(2) of the Water Act, 1956. The primary reason for establishing the Water Board was to operate the Caledon/Bloemfontein Government Water Scheme, constructed to supply purified water to the Municipal areas of Bloemfontein, Bainsvlei, Bloemspruit, Botshabelo and Dewetsdorp. The name was officially changed from "Bloem Area Water Board" to "Bloem Water" in 1994.

During 1995 the Service Area of Bloem Water was extended to include the southern Free State, adding towns such as Bethulie and Phillippolis. In 1996 the Minister further extended the area of supply to include the Thaba Nchu district, which added the responsibility to supply water directly to the inhabitants of rural areas, in addition to the formal urban areas. This was a new field of operation for Bloem Water, which prior to that was purely a supplier of bulk purified water. This added responsibility included not only activities in rural areas, but also required the provision of the full range of activities necessary for the delivery of retail water services to the end consumer. More recently the service area has been extended to include parts of the eastern Free State up to the town of Ladybrand. Today Bloem Water supplies water to a population in excess of 1.2 million people in the areas referred to above.

Bloem Water derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS). Bloem Water is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively to include the entire jurisdictional area that was previously serviced by Sedibeng Water as gazetted on 26 July 2022 by the minister of Water of Water and Sanitation.

2. Objectives of the Internal Audit Function

The objective of this tender is to appoint a suitable, independent service provider that can provide co-sourced internal audit services for the Accounting Authority and management of Bloem Water for a period of three (3) years commencing from 01 July 2023 to 30 June 2026 (23/24 to 25/26).

In terms of the Public Finance Management Act (PFMA), Bloem Water should establish an effective internal audit function, which should also comply with the Institute of Internal Auditors' (IIA) standards. The internal audit function should assist Bloem Water to accomplish its objectives by bringing a systematic and disciplined approach to evaluating and improving the effectiveness of risk management, governance, and internal controls.

One of the objectives of the internal audit function is to assist the Audit and Risk Committee (ARC), and through the Accounting Authority management, in the effective discharge of their responsibilities.

Bloem Water established an internal audit department internally, however minimum positions have been filled. The Internal Audit Unit is currently lacking the necessary specialised skills and expertise in certain activities (example ICT audits, engineering knowledge, forensic audits etc.) and has capacity constraints. Proposals are requested from suitably qualified Accounting and Auditing companies and firms, individuals and consortia to assist the Internal Audit Unit with the execution of the Internal Audit activities within the unit.

3. Bloem Water specific goals

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

Specific Goals	POINTS
Historically Disadvantaged Individuals (HOI)	(80/20
Enterprises with ownership of 51% or more by a person/s who are black Persons/s	10
Enterprises with ownership of 51% or more by a person/s who are woman	5
Enterprises with ownership of 51% or more by a person/s who are youth	3
Enterprises with ownership of 51% or more by a person/s within Bloem Water area of supply	2
	Total 20

4. Scope of Work

The scope of the internal audit function includes the points listed below. However, should any other function be regarded as imperative by the bidder, it should be added and clearly defined.

The service provider to be appointed will be required to perform the following functions:

- The internal audit function must prepare:
 - Together with the Head of Internal Audit, assist with the preparation of the rolling three-year strategic plan based on its assessment of key areas of risk for Bloem Water.
 - An annual Internal Audit Operational Plan.
 - Plans indicating the scope, costing and timelines of each audit in the annual internal audit operational plan.
- Conduct internal audits in line with the Internal Standards for the Professional Practice of Internal Auditing.
- Enhance the Combined Assurance model by co-ordinating with other internal and external providers of assurance to ensure proper coverage and minimal duplication of effort.
- Electronic tracking tool to monitor management action plans (audit findings) and the implementation thereof.
- Auditee access to the internal audit software used as engagement file by the service provider.
- The internal audit function must assist the Accounting Authority in maintaining effective controls by evaluating those controls and developing recommendations for enhancement or improvement on:
 - The reliability and integrity of financial and operational information;
 - The effectiveness of operations;
 - The economical and efficient use of resources;
 - Safeguarding of assets;
 - Achievement of operational goals and objectives;
 - Compliance with applicable laws and regulations, internal policies and procedures; and
 - The information systems environment.
- Attend and present to ARC meetings.

Please note that Bloem Water operates from various regions throughout the Free State and Northern Cape and audit field work might need to take place in the relevant location that the audit references as deemed necessary.

Fraud and Irregularities:

In planning and conducting its work, the internal auditor should seek to identify serious defects in internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Head of Internal Audit and/or ARC without disclosing these to any other staff.

5. Organisational status of internal audit

The internal audit function will report functionally to the Audit and Risk Committee and administratively to the Chief Executive Officer.

6. Expected Outcomes and Deliverables

6.1. Performing Audit Assignments

Each assignment should at least consist of the following:

- Pre-Audit kick off meeting;
- Minutes of the kick off meeting;
- An Audit Scoping memorandum;
- A risk assessment document;
- System descriptions;
- Management control self-assessment;
- Audit Programmes;
- Sampling methodology;
- A record of work performed;
- Follow up on previous audit findings;
- Audit findings and recommendations;
- Reporting (a draft internal audit report and a final internal audit report);
- Attending Final Report discussion meetings with the CE and ARC meetings.

6.2. Reporting

The structure of the internal audit reports should be as follows:

- Introduction;
- Audit Objective and scope;
- Executive summary, highlighting the significant findings;
- Detailed findings, root cause, impact, risk ratings, recommendations and management actions plan;
- All audits as carried out according to the Internal Audit operational plan as approved by ARC;
- Conclusion.

The auditor is to deliver an electronic copy of the engagement file to Bloem Water.

7. Quality Assurance review of the work

The auditor shall ensure that all work conform to the IIA Standards for Professional Practice this may require that such work be subjected to external quality assurance, as may be considered necessary. Firms to ensure quality review processes are in place and that quality reviews are executed.

8. Monitoring the progress of assignments

On completion of each assignment, the auditor shall distribute the reports to ARC and the CE. On a quarterly basis, a report on progress against the plan, significant findings and administrative matters will have to be presented to ARC.

9. Independence and Objectivity of staff

In carrying out its work, the auditor must ensure that their staff members maintain objectivity by remaining independent of the activities they audit.

10. Expertise and Capacity

The key criteria to be considered for the suitability of the service provider include the following:

- Have the necessary skill, knowledge, capacity and resources to meet the needs of Bloem Water and to carry out the reviews per the audit plan, including the availability of
 - Forensic audit skills and tools
 - Information and Communication Technology (ICT) audit skills and tools
 - Engineering audit skills and tools pertaining to the Water Sector.
- Have knowledge and comprehensive understanding of the public sector.
- The service provider must be able to demonstrate the ability to reach all regions within which Bloem Water operates

11. Professional Membership

It is mandatory for the senior resources of the preferred service provider (i.e., Directors, senior managers and specialists) to have the appropriate professional qualification(s) enabling them to perform internal audit services. These must include, but is not limited to the following:

- Certified Internal Auditor (Certified by the Institute of Internal auditors of South Africa), or
- Chartered Accountant (SA) (Certified by the South African Institute of Chartered Accountants, (SAICA), and
- Certified Information Systems Auditor (certified by ISACA).

All core member of the internal audit team must belong to a professional body that regulates the services they offer.

Where bid documents can be obtained:

Tender documents are downloadable from **Thursday, 09 March 2023.**

Website: www.etenders.gov.za - National Treasury Website – eTender Publication

Website: www.bloemwater.co.za – Bloem Water Website

A compulsory briefing session will not be held.

The office coordinates are - **29°08'42.2"S 26°09'23.5"E**

Completed proposals must be addressed as below and deposited before **12:00 on Friday, 31 March 2023** at the Tender Box situated at the Bloem Water Reception Area for Attention:

Supply Chain Management Department

Bloem Water
2 Mzuzu Street
Pellissier
Bloemfontein
9322

Each proposal must be submitted in One **(1) envelope** clearly marked: **Request for Proposal (RFP): Contract No.: BW317/PIAS/22 - Tender for Provision of Internal Audit Services for a Period of 3 Years** with the bidder's name and address. Bloem Water promotes Broad-Based Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Bloem Water.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 80/20. Bloem Water reserves the right not to award the tender to the highest scoring bidder.

Tenders may only be submitted on the tender documentation that has been issued. **A One-envelope system will be followed.**

Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Should you do not receive any feedback from Bloem Water after 60 days of submission, consider your tender unsuccessful.

Technical Queries can be directed to:

Ms Nadine Koen
Internal Auditor
Tel: 051-403 0800
Fax: 051-422 5333
E-mail: nadinek@bloemwater.co.za

Tender Administrative Queries can be directed to:

Supply Chain Management

Tel: 051 - 403 0800
Fax: 051 - 422 5333
Email: thatok@bloemwater.co.za
leratom@bloemwater.co.za
lerekos@bloemwater.co.za

NB: *Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.*

ELIGIBILITY CRITERIA

Only those Bidders who satisfy the following criteria are eligible to submit tenders:

The bidder's primary business is to provide supplies or services as per the bid invitation.

Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.

- a)** The Employer will only enter into a formal contract with a tenderer who is registered on the National Treasury Central Supplier Data Base. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- b)** The Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c)** Only authorised signatories may sign the original and all copies of the tender offer.
- d)** Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax clearance certificate issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Clearance Certificate and attach it to the schedule.
- e)** Standard Bidding Documents (SBD)

The following standard SBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:

SBD 1:	Invitation to bid and company information
SBD 3.3:	Pricing Schedule (Professional Services)
SBD 4:	Bidders Disclosure Form
SBD 6.1:	Preference Points Claim Form in Terms of the Terms of the Preferential Procurement Regulations 2022

- f)** The Bidder should be able to submit the following:
 - Certified copy of certificate of Incorporation if Bidder is a company or;
 - Certified copy of founding statement if Bidder is a closed corporation or;
 - Certified copy of Partnership agreement if Bidder is a partnership or;
 - Certified copy of Identity document if Bidder is a one-man concern.
- g)** Certified copy of joint venture agreement if Bidder is a joint venture.
- h)** Must be registered with relevant professional body. These must include, but is not limited to the following:
 - Certified Internal Auditor (Certified by the Institute of Internal auditors of South Africa), or

- Chartered Accountant (SA) (Certified by the South African Institute of Chartered Accountants, (SAICA), and
 - Certified Information Systems Auditor (certified by ISACA).
 - All core member of the internal audit team must belong to a professional body that regulates the
- i) The bidder must have a quality control department ensuring that the IIA standards are appropriately applied. The bidder must submit proof of an external quality assessment review done during the previous five (5) years with a “generally conforms” to the IIA standards result.

TENDER EVALUATION CRITERIA

Scores will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules.

Notes for Functionality (quality) assessment (reference to table below):

1. The Bidder shall compile a list with relevant proof of each project claimed for points allocation. The list shall:
 - Clearly describe the scope of works of the project/s with reference to the evaluation indicators in the table below; and
 - Only projects with corresponding reference letters or completion certificates/ letters from the Client will be considered.

Nr	Description	Points weighing	Detail of points system
1	<p>Company experience: Projects completed in the last 10 years:</p> <p>The audit firm (and the specific office from which the assignment would be conducted) should have relevant experience in the public sector.</p> <p>Supply a list of previous clients in the public sector in the last 10 years with a Total Asset value (Cost Price) of more than R 800 million.</p>	15	<p>15 points - Clients in the Public with a total asset value of more than R800 million</p> <p>10 points - Clients in the Public with a total asset value of more than R800 million</p> <p>5 point- Clients in the Public with a total asset value of more than R800 million</p>
2	<p>Company footprint:</p> <p>The audit firm's office and audit team should have a footprint in the Bloem Water area of supply? Proof of physical address & address as per Lease agreements *.</p>	15	<p>15 points - if bidder is based in both the Free State and Northern Cape,</p> <p>10 points - if bidder is based in one of either the Free State/Northern Cape</p> <p>5 points - if bidder is based outside the Bloem Water area of supply</p>

3	<p>Human Resources Capacity:</p> <p>Experts The audit team should have sufficient Qualifications, knowledge and experience (specific reference should be made to expertise in auditing complex information and communication technology systems).</p> <p>Qualifications and experience of audit team needs to be submitted. An Engineer is expected to form part of the audit team due to a significant part would be Technical Operation and Maintenance/Infrastructure audit.</p> <p>IT auditor should also form part of the team. Include certificate copies of the team's qualifications and professional membership.</p>	30	<p>10 points - Team Leader/ Engagement partner (CIA and CA(SA) with a minimum of 10 years' experience</p> <p>5 points - Engagement Manager – CIA with a minimum of 5 years' experience</p> <p>10 points - Engineer with a qualification in a relevant profession and registered with a professional body, with 5 years or more of relevant experience in the Water Sector.</p> <p>5 points – Certified Information Systems Auditor with a minimum of 5 years' experience</p>
4.1	<p>Extensive experience and knowledge of PFMA, GRAP and Performance Auditing.</p>	10	<p>Supply list of previous clients & reference letters where PFMA and GRAP audits were performed</p> <p>3 - Organizations (10 Points) 2 - Organizations (6 Points) 1 - Organization (2 Points)</p>
4.2	<p>Client reference letters confirming the type of audits performed by the bidder during the past three years.</p>	5	<p>Supply list of previous clients & reference letters where Performance Information Auditing (Annual Performance Plan) were performed.</p> <p>3 - Organizations (5 Points) 2 - Organizations (3 Points) 1 - Organization (1 Points)</p>
5	<p>Detailed approach and method statement</p>	25	<ul style="list-style-type: none"> • 3 points – Planning is demonstrated in the method statement. • 3 points – Execution is demonstrated in the method statement. • 3 points – Reporting is demonstrated in the method statement. • 4 points – Quality review processes are demonstrated in the method statement. • 4 points - Information on the audit firm's plans to achieve staff continuity and Approach on transfer of skills and capacity building is demonstrated in the method statement.

			<ul style="list-style-type: none"> • 8 points – Demonstrate the Utilisation of Information and Communication Technology (ICT) to add value during the internal audit process (i.e. electronic finding monitoring tool, other internal audit software tools excluding the audit engagement program).
		100	
6	<p>NB: Timeliness of delivery - would the audit firm be able to meet our deadlines? The firm should have the resources to carry out the audit, attend audit committee meetings taking into account the size, location and nature of the audit work? Submit audit plan (including resources)</p>	Compulsory	

The Bidder must comply with the minimum requirements in accordance with the functionality criteria listed above and must score at least 80 points for Functionality. Bids that fall below the minimum threshold of 80 points will be regarded technically unacceptable and will not be considered.

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

Unless otherwise indicated the following words shall bear the following meanings:

- 1.1 The "Company" shall mean Bloem Water except where it is clear that it refers to the Internal Audit entity. 1.2 The "tender or bid" shall mean a tender or bid for the supply of Internal Audit services for Bloem Water at agreed fees, terms and conditions.
- 1.2 The "tenderer or bidder" shall mean any duly accredited person or persons or any body, incorporated or otherwise, entity submitting a tender to arrange Internal Audit services to Bloem Water.
- 1.3 The "contract period" shall commence on 01 July 2023 to 30 June 2026 on the condition that Bloem Water would have the option to require a re-assessment of internal audit requirements on a year-to-year basis i.e. for periods ending June 2024 and June 2025. It however remains the responsibility of the appointed Internal Auditor to optimally perform to the benefit of the Bloem Water at all times.

2. Failure to perform

- 2.1 If -
 - (a) Bloem Water should suffer any damage as a result of the tenderer's failure to perform as instructed or required and expected, it is agreed that the tenderer will pay to Bloem Water the following amounts, in

each case to be determined by the Chief Executive Officer of Bloem Water, as liquidated damages and not as a penalty;

- i) in the event of (a) an amount equal to any additional costs over and above the tender price incurred by Bloem Water together with all related costs and expenses involved;
- or
- ii) in the event of (b), an amount not exceeding the actual damage and costs sustained or incurred by Bloem Water; or
- iii) including any possible claim instituted against the tender professional indemnity insurance.

2.2 The Chief Executive Officer of Bloem Water will also determine the manner in which and the time when such payment of additional costs and or damages are to be paid to Bloem Water, and the decision of the Chief Executive Officer of Bloem Water will be final and binding in each case and on all parties.

3. Fees

3.1 Any fees by any name or intention, stated will be inclusive of VAT as well as include all other costs.

3.2 It is understood that internal audits are based on hourly rates and that budgets are compiled once the appointed bidder has assessed the likely extent of the work. Financial proposal will be compared on the basis of hourly rates per each staff level and allocated % total time spend by each staff level (expected total cost).

Firms are required to submit a table of hourly rates as per the table below based on an estimate of 2500 hours to be spend per annum. The average hourly rate should also be indicated. It should be noted that the final number of hours to be spend will only be determined upon approval of the final audit plan.

Item (where applicable)	Hourly Rate (including overheads and VAT)
Engagement Partner/Director	R
Associate Director	R
Senior Manager	R
Manager	R
Assistant Manager	R
Supervisor	R
Senior Auditor	R
Trainee Auditor	R
Specialists (eg IT, Engineers)	R

*If a particular category does not exist for the firm, it may be omitted.

It is recognised that it is difficult for a prospective bidder to be certain about the extent of the work based solely on the terms of reference. However, to assist with assessments, a firm must provide a typical distribution of time

for members of the audit team on a job of this nature. This should be expressed in percentage of the total person-hours billed on a typical job.

Item (where applicable)	Hourly Rate (including overheads and VAT)
Engagement Partner/Director	%
Associate Director	%
Senior Manager	%
Manager	%
Assistant Manager	%
Supervisor	%
Senior Auditor	%
Trainee Auditor	%
Specialists (eg IT, Engineers)	%
Total	100

3.3 Any proposed increases of fees for the period following 01 July 2024 should be clearly indicated as a percentage (%).

4. Alternatives

The tenderer may submit an alternative proposal, which, in his opinion, are to Bloem Water's advantage economically and technically but it should be clearly indicated as such.

5. Variation

In the event that tenderers are offering any services and or products differing or varying from the requirements of this specification, all such variations shall be clearly indicated and described in the tender response.

MANDATE

Mandate to interested tenderers to submit a tender to internal audit services to Bloem Water

1. Tenders must be submitted in one original in the approved tender format that has not been retyped.
2. The tender presentation must be in accordance with the minimum requirements as set out hereunder.
3. The tenderer may adopt any approach it deems appropriate to demonstrate the entities ability to service Bloem Water to effectively manage an internal audit optimally as well as of this magnitude.
4. The tenderer may approach and utilise all insurers or underwriters complying with the relevant South African statutory solvency and other legal requirements.
5. Tenders should be accompanied by a detailed summary of the salient features of your proposed internal audit structures to be introduced.

6. In principle support for the tenderer's proposals should be evidenced by a signed participation confirmation from all parties
7. The tenderer must disclose the lead as well as support internal audit parties, or consortium of internal auditors.
8. Specimen methodology on which Bloem Water's internal audit will be based upon are to be submitted
9. Failure to comply with the above requirements may render the tender invalid at the sole discretion of Bloem Water.

OTHER INFORMATION REQUIRED

1. Particulars of professional indemnity insurance

Provide full details of your professional indemnity insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates and retrospective cover period.

2. Fidelity guarantee insurance

Provide full details of your fidelity guarantee insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates and retrospective cover period.

3. Audited financial statements

Please attach a copy of your most recent and available audited financial statements.

4. Similar portfolios

4.1 If you are currently dealing with any similar Water Utility, please provide full details, including names of contactable references and by providing such information approval is therefore granted that these clients may be contacted by Bloem Water for reference purposes.

5.

Name of entity	Contact person	Tel. no.	E-mail

Membership of associations

Are you a member any professional body or association, if yes please provide details?

6. Empowerment

6.1 Empowerment

Provide a certified copy of your BBBEE status, statement on your policy regarding empowerment of the previously disadvantaged sector and of SMME's.

7. Operating Company information

Indicate which company, division or branch will be responsible for the execution of the contract, if appointed.

7.1 Name:

7.2 Physical address:

7.3 Postal address:

7.4 Telephone/cell/facsimile numbers and e-mail:

7.5 Income tax reference number:

7.6 VAT registration number:

7.7 Company registration number:

7.8 Chief Executive Officer/Managing Director and contact details:

7.9 Structure of division responsible to service Bloem Water i.e. Regional Manager, account executive, technical and claims management available in Bloemfontein:

7.10 Names of account executive(s) and support staff that will be responsible for Bloem Water's account:

8. National skills development

8.1 Is your organisation registered with the Department of Labour or other relevant body as a training provider in internal audit?

If so, please provide full details and proof of registration.

9. Service and remuneration

9.1 Service Provider full details of the services you propose providing and the extent of such services.

9.2 Remuneration

9.2.1 Provide full details of your remuneration requirements, per item, according to the scope of services.

9.2.2 Provide details of services that are not expressly catered for and the basis upon which you would require to be remunerated if Bloem Water required and appoint you for such services.

10. Municipal accounts

Please provide copies of your most recent municipal services accounts i.e. head office as well as the branch that will support Bloem Water should your entity be appointed.

The accounts should not be older than three months.

Should there be any arrears longer than three months, then proof should be provided of the agreement with the applicable municipality in this regard.

11. Central Suppliers Database

Please provide copies of CSD Summary Report as well as Suppliers Number document.

I/We, the undersigned, hereby confirm that all fees and any prices, for or any remuneration quoted as well as cover conditions are firm and binding from 01 July 2023 until 30 July 2024.

Signed at _____ on this the _____ day of _____
20_____

Full names and signatures

Who also confirms that he/she is duly authorised to do so

Witness 1.

Witness 2.

OMISSIONS AND VARIATIONS FROM BLOEM WATER'S SPECIFICATIONS,
CONDITIONS AND REQUIREMENTS (TO BE COMPLETED BY TENDERER)

Tenders will be held responsible in accordance with Bloem Water's specifications/conditions/requirements as included in this tender document except in the respect as stated hereunder and the output will be subject to rejection if it is found on delivery or during the period of cover that it does not comply with Bloem Water's specifications/requirements and any deviation is subjected to prior approval in writing by the duly authorised official of Bloem Water.

If the tender is in accordance with Bloem Water's specifications/conditions/requirements in all respects, the tenderer must state so here:

Name of tender:

Signed at _____ on this the _____ day of _____
20_____.

Full names and signatures

Who also confirms that he/she is duly
authorised to do so

Witness 1.

Witness 2.

Bloem Water's Expectations

Bloem Water expectations of its service providers are to:

The scope of the internal audit function includes the points listed below. However, should any other function be regarded as imperative by the bidder, it should be added and clearly defined.

The service provider to be appointed will be required to perform the following functions:

- The internal audit function must prepare:
 - o Together with the Head of Internal Audit, assist with the preparation of the rolling three-year strategic plan based on its assessment of key areas of risk for Bloem Water.
 - o An annual Internal Audit Operational Plan.
 - o Plans indicating the scope, costing and timelines of each audit in the annual internal audit operational plan.
- Conduct internal audits in line with the Internal Standards for the Professional Practice of Internal Auditing.
- Enhance the Combined Assurance model by co-ordinating with other internal and external providers of assurance to ensure proper coverage and minimal duplication of effort.
- Electronic tracking tool to monitor management action plans (audit findings) and the implementation thereof.
- Auditee access to the internal audit software used as engagement file by the service provider.
- The internal audit function must assist the Accounting Authority in maintaining effective controls by evaluating those controls and developing recommendations for enhancement or improvement on:
 - o The reliability and integrity of financial and operational information;
 - o The effectiveness of operations;
 - o The economical and efficient use of resources;
 - o Safeguarding of assets;
 - o Achievement of operational goals and objectives;
 - o Compliance with applicable laws and regulations, internal policies and procedures; and
 - o The information systems environment.
- Attend and present to ARC meetings.

Please note that Bloem Water operates from various regions throughout the Free State and Northern Cape and audit field work might need to take place in the relevant location that the audit references as deemed necessary.

Fraud and Irregularities:

In planning and conducting its work, the internal auditor should seek to identify serious defects in internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Head of Internal Audit and/or ARC without disclosing these to any other staff.

-
- Attend Audit committee meetings and provide detail reports 7 days before date of the meetings;
 - Add material value as well as support the development of Bloem Water's resources;
 - Support our endeavours to improve the circumstances of its stakeholders;
 - Contribute to the development of the larger Provinces of the Free State and Northern Cape;
 - To be treated at all times in a fair and honest manner;
 - Promote good governance;
 - Support Bloem Water's initiatives such as to comply with all applicable legal and best practices such as risk management in a pro-active manner;
 - Comply with all legal requirements;
 - Comply with Good Governance principles;
 - To ensure adequate representation and optimal support of the operational requirements Bloem Water would give preference to auditors that has a local representative office or in close proximity to Bloemfontein;

SBD 1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	BW317/PIAS/22	CLOSING DATE:	31 March 2023	CLOSING TIME:	12:00
DESCRIPTION	Tender for Provision of Internal Audit Services for a Period of 3 Years				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

- | |
|---|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> |

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Mr T Khaeane or Mr L Moeketsi
Supply Chain Management
Tel: 051 - 403 0800
Fax: 051 – 422 5333
Email: thatok@bloemwater.co.za or leratom@bloemwater.co.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Ms Nadine Koen
Internal Auditor
Tel: 051-403 0800
Fax: 051-422 5333
E-mail: nadinek@bloemwater.co.za

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:BID NO.:

CLOSING TIME 12:00

CLOSING DATE: **31 March 2023**

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-			
-----	-----	-----	R-----
-			
-----	-----	-----	R-----
-			
-----	-----	-----	R-----
-			
-----	-----	-----	R-----
-			

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project

.....

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

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

.....

.....

.....

.....

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (HOI)	(80/20)	
Enterprises with ownership of 51% or more by a person/s who are black Persons/s	10	
Enterprises with ownership of 51% or more by a person/s who are woman	5	
Enterprises with ownership of 51% or more by a person/s who are youth	3	
Enterprises with ownership of 51% or more by a person/s within Bloem Water area of supply	2	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company

- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the conditions of tender.

1.3.2 The conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The Employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in BLACK INK.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.14 Information and data to be completed in all respects

Accept that the tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.

2.18.2 Dispose of samples of materials, where required.

2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

END OF SECTION

BLOEM WATER

BW317/PIAS/22

TENDER FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 3 YEARS

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	C1 - 2
C1.2	Contract Data	C1 - 7
	Part 1: Data provided by the Employer	C1 - 7
	Part 2: Data provided by the Service Provider	C1 - 10
C1.3	Standard Professional Services Contract.....	C1 - 11

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the outline the appointment of consulting engineers for

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand.

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Signatures

Name(s)

Capacity

Bloem Water, 2 Mzuzu Street, Pellissier, 9322

for the Employer

.....

Name & signature of witness

Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such an agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	
5 Subject	
Details	

CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____ (month) 20_____ (year) at _____
_____ (place)

For the Audit Firm:

Signature

Name

Capacity

Signature and name of witness

Signature

Name