

REQUEST FOR PROPOSAL

FROM EXTERNAL AUDIT SERVICE PROVIDERS TO PROVIDE EXTERNAL AUDIT SERVICES TO THE UNIVERSITY OF ZULULAND FOR A 5 YEAR PERIOD

BID NO UZ08-2021

CLOSING DATE: 10 September 2021 at 12:00

No late, faxed or electronic (e-mailed) tender documents are acceptable

Company Name		
Address		
Contact person		
Contact numbers	(w)	(cell)
Designation		
E-mail address		
Signature		
Date of Signature		

Tender: UZ08-2021 External Audit Services

Initials:

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PROVISION OF EXTERNAL AUDIT SERVICES FOR THE UNIVERSITY OF ZULULAND FOR 5 YEARS

BID NO UZ08-2021

This document consists of the following sections:

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1.
NOTICE

REQUEST FOR PROPOSAL

EXTERNAL AUDIT SERVICES FOR THE UNIVERSITY OF ZULULAND FOR 5 YEARS

Service Providers appropriately accredited to provide External Audit Services to a University are hereby invited to render their proposals for the University of Zululand at their facilities as specified herein, and in accordance with the General Conditions of Proposal, are requested to complete these documents in full, together with two (2) copies and one (1) electronic copy (CD/USB), place them in a new envelope, seal and mark the envelope with the proposal number and description, and deposit it in the Tender Box at the address provided in this document. All documents must comply with the conditions set out herein.

CLOSING DATE: 10 September 2021 at 12H00

CONTACT DETAIL:

Any technical related enquiries arising from this request must be forwarded to:

KhozaE@unizulu.ac.za

Any document related enquiries arising from this request must be forwarded to:

KhozaE@unizulu.ac.za

PROPOSAL DOCUMENTS:

All completed proposal documents must be in sealed, new envelopes with the description:

UZ08-2021 EXTERNAL AUDIT SERVICES

as well as the closing time and date clearly marked on the outside, placed in the Proposal Box at the following address before the closing date – 10 September 2021 at 12h00.

Addressed to: UNIVERSITY OF ZULULAND 24 MAIN ROAD, KWADLANGEZWA	Placed in the Tender Box: Tender Box Protection Services Building
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NOTE:

- No late submissions, nor submissions handed in at any other office will be accepted.
- **Proposers are requested to submit an original plus two (2) copies of the original proposal and one (1) cd/usb submission.**

Tender: UZ08-2021 External Audit Services

Initials:

GENERAL CONDITIONS REGARDING PROPOSALS

2.1 DEFINITIONS

Unless the context otherwise indicates:

- **“Approved”** means as approved by the representative.
- **“Approval”** means the approval given by the representative.
- **“Cash price(s)”** means the price(s) of the Proposal, as given by the Service Provider and accepted by the University of Zululand for the execution of the contract.
- **“Closing date”** means the time and day on which all Proposals close in terms of the advertisement.
- **“General Conditions”** means this document, namely “General Conditions Regarding Proposals” of the University
- **“In writing”** also means any manuscript, typed or printed record above or over the signature or seal, as the case may be.
- **“Month”** means a calendar month.
- **“Representative”** means the representative of University of Zululand, namely the head of Procurement Services or any other University of Zululand official mentioned in the proposal conditions or specifications, as the case may be.
- **“Site”** means the buildings or grounds or any other place where the goods will be stored, installed or used or services be rendered.
- **“Service”** means the services delivered in terms of the contract.
- **“Specifications”** means the specifications attached to the General Conditions.
- **“UNIZULU/University”** means the University of Zululand
- **“Acceptable Proposal”** means any proposal, which, in all respects, complies with the specifications and conditions of the Request for Proposal as set out in this document
- **“Proposal”** means a written Proposal in a prescribed or stipulated form in response to an invitation for the provision of services or goods.
- **“Comparative price”** means the price after deduction or addition of non-firm price factors, unconditional discounts.
- **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the Service Provider and demonstrably has an influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- **“Functionality”** aims to assess the financial stability, operational capacity and quality management standards of the proposer to successfully execute and maintain the service.
- **“Goods”** means any work, services, materials or anything of whatever nature to be rendered to the University by the successful Proposer in terms of the Proposal.
- **“Licenses”** means conditional use of another party's intellectual property rights.
- **“Non-firm price(s)”** means all price (s) other than “firm” price (s).
- **“Management”** in relation to a proposer or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- **“Person (s)”** refers to a natural and/or juristic person (s).

GENERAL CONDITIONS REGARDING PROPOSAL (CONTINUED)

- **"Prime Proposer"** means any person (natural or juristic) who forwards an acceptable proposal in response to this RFP with the intention of being the main Service Provider should the proposal be awarded to him/her.
- **"Rand value"** means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- **"RFP"** means a Request for Proposal, which is a written official enquiry document encompassing all the terms and conditions of the Proposal.
- **"Service Provider"** means any successful Proposer who is awarded the proposal or who entered into an agreement with the University of Zululand for the proposed consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- **"SMME"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)

2.2 PROPOSER SHOULD SATISFY HIMSELF/HERSELF REGARDING THE CONDITIONS OF PROPOSAL AND RELATED PARTICULARS

The Proposer shall, on submission of a proposal, be regarded to have satisfied himself/herself as to all the conditions and particulars of the proposal.

2.3 FULL ACCEPTANCE OF CONDITIONS

- 2.3.1 The Proposer shall be regarded as having read and understood the General Conditions and the submission of his/her proposal shall be assumed being fully understood.
- 2.3.2 Any special conditions concerning the contract should supplement the General Conditions and be annexed to them, provided that such special conditions be valid only if they are contrary to the General Conditions.
- 2.3.3 Subject to the above sub clauses, the Proposer may restrict one or more of the conditions, but if his/her Proposal is accepted, no restriction of any condition shall be part of his/her contract with the University of Zululand, unless, on submission of his/her Proposal, he/she has indicated, specifically, in writing with regard to each and every condition he/she wishes to restrict, the number of the condition and the degree to which it should be restricted.

2.4 CONFIDENTIALITY AND DATA PROTECTION

2.4.1 CONFIDENTIALITY

Information disclosed during the tendering process as well as all information contained in the Tender Document are confidential. Except with the prior written consent of the University of Zululand, the Proposer agrees that it shall not disclose such information to any third party, or permit it to be used, copied, reproduced or distributed in whole or part for any purpose other than for the preparation of the Tender Submission.

2.4.2 DATA PROTECTION

In processing personal information, each Party shall comply with its respective obligations under the Protection of Personal Information Act. By submitting a Tender Submission, the

Proposer consents to the University of Zululand copying, using and disclosing any documentation or information provided by the Proposer for the purpose of carrying out the Tender evaluation.

2.5 Furthermore, the Proposer explicitly consents and agree that all information, whether personal or otherwise, may be used, processed, stored and transferred by the University of Zululand for purposes of the Tender. The Proposer agrees to indemnify, and keep indemnified, the University of Zululand from and against all liabilities, costs, expenses, damages and losses and any professional costs and expenses suffered by, incurred by, or awarded against the University of Zululand, arising out of or in connection with any failure by the University of Zululand or its Personnel to comply with its obligations under this clause

2.6 TRANSFER

2.6.1 It is a personal contract with the Service Provider, and he/she may neither farm out, nor transfer or cede any part, share or interest in it to someone else, unless with the written consent of the University of Zululand and on condition approved by the University.

2.6.2 This clause shall not be valid for subcontracts farmed out to Service Providers in connection with services to be delivered. University of Zululand reserves the right to expect that the Service Provider should submit the names of all his/her Service Providers for the approval of the Executive Director Finance.

GENERAL CONDITIONS REGARDING PROPOSAL (CONTINUED)

2.7 CONTRADICTIONS

If in the contract, any contradictions, ambiguities or lack of concurrence appear to be present in the description, measurements, quality or quantities, the Service Provider should, before he/she begins to execute the contract concerned or that part of it where such irregularities appear to be present, refer the matter for a decision to the representative of the University of Zululand.

2.8 DEVIATIONS

If the Proposed services deviate or differ from the specifications, such deviation should be indicated and described clearly in the Proposal.

2.9 BREACH OF CONTRACT

If it appears to the University of Zululand that the Service Provider is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the Service Provider is in default or has breached the contract in any other way, then the University of Zululand may order the Service Provider in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the Service Provider neglects to redeem it within the said period, then University of Zululand will be at liberty, without prejudice to any of its contractual rights, to execute the work the Service Provider has neglected to perform, or to take away the whole contract or a part thereof from the Service Provider and place an order for it with someone else. The Service Provider shall be liable for any loss suffered by the university on account of steps taken by the university in terms of this clause.

2.10 PAYMENT

University of Zululand shall engage with the successful Service Provider with regards to payment processes.

2.11 PARTICULARS TO BE FURNISHED

2.11.1 No Proposal shall be considered unless it is fully completed in black ink and accompanied by sufficient information that makes it possible to judge whether the proposal meets the specifications or not.

2.11.2 If the required particulars are not furnished in full, the Proposal may be regarded as being non-compliant with specifications.

2.12 STABLE PROPOSALS

Proposals not subject to the escalation of costs shall be preferred. Such Proposals should be marked clearly with the suffix: "Fixed price".

2.13 SEQUESTRATION OR SURRENDERING OF ESTATE OF SERVICE PROVIDER

If either a provisional or a final sequestration of the Service Provider's estate is ordered, or if application is made for such an order, or in case the Service Provider applies for the surrendering of his/her estate, or enters into, makes or obtains a deed

of assignment of estate, or comes to another agreement, or makes another arrangement with, or makes an assignment to the benefit of his/her creditors, or pretends to do so, or, if the Service Provider, being a firm, decides to liquidate the company, or if the court should order such liquidation, or if he or the firm, as the case may be, is sentenced in a competent court, or if, in the execution of a sentence, his/her movables and immovable are seized, then the University shall have the right to terminate the contract and, without having recourse to the law and nor remunerating the Service Provider, and subject to the right of the University to sue the Service Provider for damage the University has suffered on account of the aforementioned events.

2.14 PERIOD PROPOSAL SHALL BE VALID

The submission of the proposal to the University of Zululand shall be regarded as being an agreement between the Proposer and the University of Zululand in terms of which the Proposal shall remain valid until the University Council has approved the appointment of a Service Provider and concurrence is received from the Auditor General South Africa with regards to the appointment of the Service Provider.

2.15 JURISDICTION APPLYING

The contract should be set out in all respects according to the law of the Republic of South Africa, and any possible dispute that may arise between the University and the Service Provider in connection with the contract shall be resolved in the Republic of South Africa at Durban.

2.16 CANCELLATION OF PROPOSAL AND/OR CONTRACT

If it is found that the Proposal or Service Provider -

2.16.1 Has promised or given anyone who had to do with the inviting of Proposals or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract;

2.16.2 is not executing a contract in a satisfactory manner;

2.16.3 is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply;

2.16.4 Is acting in a fraudulent or improper manner or in bad faith toward the University –

2.16.4.1 Then the University may disqualify the Proposer immediately or cancel the contract, after taking into account all the circumstances and without prejudice to any other legal remedy to its disposal in respect of –

2.16.4.1.1 any loss and/or damage suffered, and

2.16.4.1.2 any additional costs or expenses incurred in that the University had to invite new Proposals or accept a less favourable Proposal, or whatever.

2.17 GENERAL

- 2.17.1 Any proposal submitted shall not necessarily be accepted, even if it is the lowest priced proposal. In addition, the University reserves the right to accept any Proposal in its entirety or part thereof.
- 2.17.2 If there is any difference or contradiction between the prices or particulars on the official proposal form and those on the Proposer's accompanying letter, then the prices or particulars on the proposal form shall be valid in all cases.
- 2.17.3 The Proposal should be fully completed in black ink on the proposal form and submitted in a sealed envelope that is addressed and endorsed in the manner indicated in the proposal advertisement and on the form concerned.
- 2.17.4 There is a specific tender box for the submission of Proposals, and no Proposal found in any other container or at any other place after closing time shall be taken into account.
- 2.17.5 Proposals that arrive after the advertised time for the receipt of Proposals shall not be accepted.
- 2.17.6 The Proposer must append his/her initials next to all changes that he / she makes on the forms.
- 2.17.7 No corrections may be made with correction fluid, such as Tipp-Ex or a similar product. If a mistake is made, it should be struck out once in black ink, and the same person who formally signs the Proposal must sign in full at every correction made. The University of Zululand reserves the right to reject Proposal (s) if any correction made on it, is not made in the manner set out above.

2.18 ACCURACY OF INFORMATION

- 2.18.1 The information contained in the invitation for proposal has been prepared in good faith. Neither the University of Zululand or any of their employees, make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation for proposal, or any other written or oral information made available in connection with the proposal and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 2.18.2 This invitation for proposal may not contain all the information that may be required to evaluate a possible submission of a response to this invitation for proposal. The Service Provider should conduct its own independent analysis of the operations to the extent required to enable it to respond to this proposal. It is the Service Provider's responsibility to ensure that submission in response to the invitation for proposal has been comprehensively analysed.

2.19 COMPETITION

- 2.19.1 Service Provider and their respective officers, employees and agents are prohibited from engaging in any collusive actions with respect to the proposal process which serves to limit competition amongst Service providers.
- 2.19.2 In general, the attention of the Service Provider is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive proposals.
- 2.19.3 If Service Providers have reason to believe that competition issues may arise from any submission of a response to this proposal invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting their response.
- 2.19.4 Any correspondence or process of any kind between a Service provider and the competition authorities must be documented in the responses to this invitation for proposal.

2.20 RESERVATION OF RIGHTS

- 2.20.1 Without limitation to any other rights of the University (whether otherwise reserved in this invitation for proposal or under law), the University expressly reserves the right to:-
- 2.20.2 Request clarification on any aspect of a response to this invitation for proposal received from the Service Provider, such requests and the responses to be in writing;
- 2.20.3 Reject all responses submitted by Service Provider and to embark on a new proposal process.

2.21 CONFIDENTIALITY

- 2.21.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Service Provider partners and/ or implementation agents who may be involved by the Service Provider in the preparation of a response to this RFP.
- 2.21.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered

or unregistered, or otherwise disclosed or communicated before or after the date of this process.

- 2.21.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the Confidential Information of the University of Zululand (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.21.4 The receiving party shall take all such steps as may be reasonably necessary to prevent the University's Confidential Information coming into the possession of unauthorised third parties. In protecting the receiving party's Confidential Information, University of Zululand shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the Confidential Information as the receiving party uses to protect its own Confidential Information .
- 2.21.5 Any documentation, software or records relating to Confidential Information of the University, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 2.21.5.1 Shall be deemed to form part of the Confidential Information of University of Zululand ,
 - 2.21.5.2 Shall be deemed to be the property of University of Zululand ;
 - 2.21.5.3 Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
 - 2.21.5.4 Shall be surrendered to the University on demand, and in any event on The termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

2.22 NEWS AND PRESS RELEASES

- 2.22.1 Service Providers or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with the University of Zululand

2.23 PRECEDENCE OF DOCUMENTS

- 2.23.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.

2.23.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the UNIZULU's Procurement Policy and Procedures (which are UNIZULU's general conditions for Procurement) shall take precedence. Proposer shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that the University of Zululand may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by the University

2.23.3 It is acknowledged that all stipulations in the UNIZULU's Procurement Policy and Procedures are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of the University as to which of these stipulations are applicable and to what extent. Proposer(s) hereby acknowledge that the decision of the University in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Proposer(s). The Proposer(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

2.24 PREFERENTIAL PROCUREMENT REFORM

In accordance with Government policy, The University of Zululand insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, etc. (SMME Development). The University of Zululand will apply the principles of Preferential Procurement Policy

2.25 LANGUAGE

2.25.1 Proposals shall be submitted in English.

2.26 GENDER

2.26.1 Any word implying any gender shall be interpreted to imply all other genders.

2.27 HEADINGS

2.27.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

2.28 FORMAL CONTRACT

2.28.1 This RFP, all the appended documentation and the proposal in response thereto read together with the letter of appointment, forms the basis for a formal contract to be negotiated and finalised between the University and the proposer to whom the University awards the proposal in whole or in part. Proposer to include a compulsory proposed letter of appointment in the RFP submission.

2.28.2 Mere Proposal and acceptance shall not constitute a formal contract of any nature for any purpose between the University of Zululand and any Proposer.

GENERAL CONDITIONS REGARDING PROPOSAL (CONTINUED)

Proposers shall provide full and accurate answers based on the questions hereunder, and, are required to explicitly state either "Comply/Accept (with a √)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary the proposer shall substantiate their response to a specific question.

	Accept	Not Accept
The laws of the Republic of South Africa shall govern this RFP and the proposer accepts hereby that the courts of the Republic of South Africa shall have jurisdiction.		
Comment		

	Accept	Not Accept
The University of Zululand will not be liable for any costs incurred by the proposer in the preparation of response to this RFP. The preparation of response will be made without obligation to acquire any of the items or services included in any Service Provider's proposal or to select any proposal, or to discuss the reasons why such Service Provider's or any other proposal was accepted or rejected.		
Comment		

	Accept	Not Accept
The University of Zululand may request written clarification or further information regarding any aspect of this proposal. The proposer must supply the requested information in writing within twenty-four (24) hours after the request has been made, otherwise the proposal may be disqualified.		

	Accept	Not Accept
The University of Zululand reserves the right to; cancel/reject any proposal or award parts of the proposal to different proposer/s, or not to award the proposal at all.		
Comment		

	Accept	Not Accept
Should the parties at any time after the award of the proposal and prior to conclusion of the Contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. UNIZULU shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the proposer not less than 60 (sixty) days written notice of such cancellation, in which event all fees on which the parties failed to agree, increases or decreases shall, for the duration of such notice period, remain fixed on the fee/price applicable prior to the negotiations.		
Such cancellation shall mean that the University reserves the right to award the same Proposal to next best Service Provider/s as it deems fit.		
Comment		

By submitting a proposal in response to this RFP, the proposer accepts the evaluation criteria as it stands.		
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	Accept	Not Accept
Only the solution commercially available at the proposal closing date will be considered. No proposals for future solutions will be accepted.		
Comment		

	Accept	Not Accept
The proposer should not qualify the proposal with own conditions of proposals.		
Caution: If the proposer does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response will be declared invalid.		
Comment		

	Accept	Not Accept
Should the proposer withdraw the proposal before the proposal validity period expires, UNIZULU reserves the right to recover any additional expense incurred by the university having to accept any less favourable proposal or the additional expenditure incurred by the University in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.		
Comment		

	Accept	Not Accept
Preparation: All costs in the preparation and presentation of any submission would be for the account of the Proposer.		
Confidentiality: The information obtained through this RFP will be regarded as confidential.		

GENERAL CONDITIONS REGARDING PROPOSAL (CONTINUED)

COMMERCIAL AND LEGAL REQUIREMENTS		
	Accept	Not Accept
Any amendment or change of any nature made to this RFP, shall only be of force and effect if it is in writing, signed by the University's signatory and added to this RFP as an addendum.		
Comment		
	Accept	Not Accept
Failure or neglect by either party to (at any time) enforce any of the provisions of this Proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this Proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this Proposal, or prejudice the right of that party to institute subsequent action.		
Comment		
	Accept	Not Accept
All services supplied in accordance with this Proposal must be certified to all legal requirements as per the South African Law		
Comment		
	Accept	Not Accept
No interest shall be payable on accounts due to the successful Proposal in an event of a dispute arising on any stipulation in the contract		
Comment		

3
OVERVIEW AND SCOPE

3.1 GENERAL

3.2 SCOPE

This request provides for a Proposal that should meet the requirements as detailed in the Technical Section.

3.3 ADDITIONAL CONDITIONS

3.3.1 All prices must be inclusive of VAT.

3.3.2 This Proposal does not commit the University of Zululand to pay any costs incurred in the negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

3.3.3 Proposals must remain valid until the University of Zululand Council has approved the appointment of a Service Provider for the service and the Auditor General South Africa confirmed concurrence with the appointment.

3.3.4 The lowest or only Proposal would not necessary have to be accepted by the University of Zululand and the institution as such, reserves the right to accept any or no proposal at all.

3.3.5 No faxed, electronic or late documents shall be accepted.

4

TECHNICAL SPECIFICATIONS

4.1 REQUEST FOR PROPOSAL

Hours of Operation

University of Zululand office hours: 07:30 – 16:00 Monday to Thursday and 07:30 – 14:45 on Friday.

4.2 CONTRACTUAL TERMS AND CONDITIONS CONTRACT PERIOD AND RENEWAL

The assignment will thus cover the period from the date of appointment with the option of four further annual appointments, subject to an annual review of service levels and service level response times and subject to reappointment as approved by University of Zululand Council and the Auditor General.

4.2.1 While it is envisaged that the successful party (ies) will be appointed for a period of five (5) years, the auditors' performance will be subject to an annual review by the University's Audit and Risk Committee of Council. The terms of the agreement to be entered into will be negotiated and agreed upon with the successful party/parties.

4.3 INTRODUCTION

UNIZULU seeks to invite proposals from registered and accredited auditing firms.

4.4 ROLE AND OBJECTIVE OF THE AUDIT

The objective of the audit is to provide an independent audit opinion on the financial statements and the compliance to policies, legislative requirements and management of risk of the University for each financial year covered by the term of the audit appointment.

SCOPE OF EXTERNAL AUDIT WORK

To invite proposals from registered auditing firms for the rendering of statutory External Audit Services for the University of Zululand.

4.4.1 The University is governed by the Higher Education Act (Act No. 101 of 1997), herein referred to as the Act. The institution is also governed by its statute established under the auspices of the Act and as in accordance with the duties and powers of auditors as prescribed in the Public Act (Act 25 of 2004). The institution promotes accountability, transparency, efficiency and effectiveness. As regulated by the act, the institution subscribes to good corporate governance as well as International Financial Reporting Standards (IFRS) in the preparation and reporting of the Financial activities of the institution according to Regulation No. 464 in Government Gazette No. 37726 of 9 June 2014 (Regulations for Reporting by Public Higher Education Institutions).

4.4.2 The audit should be conducted in accordance with International Standards of auditing to ensure compliance with the Higher Education Act, Regulations and other legislation relevant to public higher

education institutions as well as ensure compliance to the Auditor General South Africa (AGSA) minimum requirements.

- 4.4.2.1 The Act requires that the institution should submit audited annual financial statements to the Minister of Higher Education and Training six months after the year end. The Council, on recommendation from the Finance Committee of Council and the Audit and Risk Management Committee of Council, will approve and submit the audited financial statements to the Minister of Higher Education and Training. It is of the utmost importance that the audit of the financial statements which includes the audit of the annual performance report be completed in time in order for the Council to be able to review and approve them, and to submit to the DHET before 30 June of a specific year as part of the Annual Report.
- 4.4.3 In addition, the University may also require the following auditing services:
 - 4.4.3.1 Audit certificates for the Higher Education Management Information System (HEMIS) reports.
 - 4.4.3.2 Agreed upon procedures on the earmarked government grants as determined by DHET on earmarked grants.
 - 4.4.3.3 Audit of business units, trust and or project accounts.
- 4.4.4 The University of Zululand reserves the right to award agreed upon procedures other than the statutory audit to other auditing companies based on price and service.

4.5 THE RFP GENERAL REQUIREMENTS

The following requirements are critical for any successful proposal:

- 4.5.1 The tender must be valid until approval of the appointment at the University Council meeting and subsequent concurrence by the AGSA. Prices must include VAT.
- 4.5.2 A duly authorised person must sign the tender; an unsigned tender will not be accepted.
- 4.5.3 All deviations from the stipulations of this document, as well as any additional items to be included in the tender proposal, must be indicated separately.
- 4.5.4 The successful tenderer will, at its own cost, observe the activities and size of the financial function, all applicable rules, regulations and requirements of authorities applicable to the work that must be done.

4.6 DESCRIPTION OF REQUIRED SERVICES

- 4.6.1 The University of Zululand invites proposals for the rendering of statutory external audit services.

4.7 SPECIFIC REQUIREMENTS

- 4.7.1 The following criteria will be critical to this RFP. Non-compliance herewith will invalidate the interested party's response to this Invitation. Documentary proof will be required.
- 4.7.2 The interested party must have sufficient professional indemnity cover. Proof must be submitted with the proposal.
- 4.7.3 The proposal should at least include the following:
- a. deliverables that can be expected;
 - b. a proposed audit approach to be adopted to achieve the external audit function objectives;
 - c. an organogram and/or list of partners, managers and specialists who will form the audit team, together with their curriculum vitae and a profile of the key individual of the audit team;
 - d. evidence of knowledge and understanding of the applicable laws and regulations, e.g. Higher Education Act, Regulations, corporate governance, International Accounting Standards etc;
 - e. details of staff training and development policies;
 - f. reference to the experience base especially with regard to tertiary education and other major clients;
 - g. expertise in auditing complex information and communication technology systems;
 - h. major clients
 - i. experience in auditing actuarial valuations of employee benefits (IAS 19)
 - j. ability to undertake other assignments beyond the statutory audit when and where required;
 - k. an estimation of professional fees to be charged per category;
 - l. a breakdown of the hourly tariff per service to be rendered;
 - m. in so far as possible, a comprehensive budget, showing the service activities proposed, with charge-out rate and budgeted hours per activity, detailing all assumptions made in arriving at a proposed budget (client service plan);
 - n. a proposed timetable on the commencement and completion of an audit which would enable the institution to comply with the Minister's financial statement submission deadline and other services proposed.
 - o. Current tax clearance certificate.

Note: The latest UNIZULU's Annual Report/Management Accounts will be made available to the bidders in order to help them understand the scope of UNIZULU's audit. Please refer to the link below: http://www.unizulu.ac.za/wp-content/uploads/2020/09/Annual-Report_2019.pdf

4.8 TECHNICAL REQUIREMENTS

- 4.8.1.1 Bidder's structure, indicating firm's executive, number of partners, managers and clerks;
- 4.8.1.2 The bidder must be registered in terms of the Audit Act as an accountant and auditor and engaged in public practise (Registration with IRBA-Independent Regulatory Board for Auditors);
- 4.8.1.3 Provide dedicated resources available for the external audit for the duration of the contract, qualifications and experience of such resources, (attach CV's and qualification);
- 4.8.1.4 Professional competence and integrity. The bidder should be professional and competent in the practise of external audit (attest function) as well as high ethical standards;
- 4.8.1.5 Independence and objectivity must be assured by there not being any conflict of interest;
- 4.8.1.6 Track record and reputation - written references attesting to performing Statutory audits are required.

4.9 ADDITIONAL REQUIREMENTS

4.9.1 QUALITY ASSURANCE

- 4.9.1.1 The Service Provider is expected to maintain a quality assurance and improvement programme that covers all aspects of the external audit service and other services it provides and continuously monitors its effectiveness.
- 4.9.1.2 The cost of quality assurance will be regarded as included in the tendered fees.
- 4.9.1.3 All procedures and working papers must be made available on request within one working day, to the Executive Director Finance as well as the Audit and Risk Committee of Council.

4.9.2 INDEPENDENCE AND OBJECTIVITY OF AUDIT STAFF

- 4.9.2.1 The requirement from the AGSA is that the appointed service provider cannot be the auditors of the University for a period of more than 5 consecutive years.
- 4.9.2.2 In carrying out the work, the Service Provider must ensure that their staff maintains their objectivity by remaining independent of the activities they perform.
- 4.9.2.3 The Service Provider shall:
 - a. Have no executive or managerial powers, functions or duties except those relating to the project.
 - b. Not be involved in the day-to-day operations of the University of Zululand

4.10 DELIVERABLES THAT CAN BE EXPECTED

Tender: UZ08-2021 External Audit Services

Initials:

- 4.10.1 A proposed audit approach to be adopted to achieve the external audit function objectives;
- 4.10.2 Details of staff training and development policies;
- 4.10.3 Expertise in auditing complex information and communication technology systems;
- 4.10.4 Ability to undertake other assignments beyond the statutory audit when and where required;
- 4.10.5 A proposed timetable on the commencement and completion of an audit which would enable the institution to comply with the Minister's financial statement submission deadline;
- 4.10.6 Other services proposed

4.11 AUDIT TEAM

The following process with regard to the audit team of the Service Provider will be followed:

- 4.11.1 The provisional composition of teams would be negotiated after award of the tender.
- 4.11.2 The core team would be finalised upon completion of initial risk assessments.
- 4.11.3 Key personnel cannot be withdrawn / replaced from the project during the currency of the contract without the written consent by the University of Zululand.

4.12 AD HOC AND SPECIAL INVESTIGATIONS

- 4.12.1 If the need arises it may be required of the Service Provider to assist in any in-depth investigations, be it ad hoc special investigations or consulting services.
- 4.12.2 Special or ad hoc investigations will only be conducted on written approval of the Audit and Risk Committee of Council.
- 4.12.3 The Vice Chancellor will make the necessary arrangements to secure the services of an additional Service Provider; if deemed necessary.
- 4.12.4 The management of ad hoc services will be governed by the Service Level Agreement concluded and any ad hoc services must be negotiated with management provided that no conflict of interest will arise as a result of the work to be conducted.

4.13 CO-OPERATION WITH THE UNIVERSITY OF ZULULAND'S INTERNAL AUDIT

- 4.13.1 The Service Provider is expected to liaise closely with the Internal Audit function of the university to ensure good co-operation and to prevent duplication of effort.

4.14 APPOINTMENT, COMMENCEMENT AND DURATION

- 4.14.1 The successful bidder will be appointed for five statutory audits, subject to the provisions of Section 4.2 above.

4.15 PACKAGED APPROACH

- 4.15.1 It would be an added advantage if a bidder is able to provide a complete external audit service
- 4.15.2 The successful Bidder will be expected to be visible at all times during the tenure of the contract.
- 4.15.3 The successful Bidder will have access to all information of the University that is requested formally within the normal working hours of the University..

4.16 FEES AND PAYMENT

- 4.16.1 In terms of the SCM Policy and Procedures of the University of Zululand ("UNIZULU"), the issuing of an official order to a supplier/service provider by the University of Zululand is required before a supplier/service provider can render the services or supply goods to the University of Zululand and the Payment terms are 30 days after invoice date.
- 4.16.2 Fees will be paid based on resources utilised on a time and cost basis, using the rates as submitted in the financial proposal and agreed in the Service Level Agreement to be concluded with the successful tenderer.
- 4.16.3 Arrangements regarding the delivery of invoices will be agreed during the negotiation of the Service Level Agreement but the following conditions will be applied:
 - a. The Service Provider may only invoice for time and resources already consumed on the assignment. Billing progress must be reported on against the approved budget and any overspending against the budget will have to be discussed and approved by the Audit and Risk Committee of Council.
 - b. Copies of the timesheets of staff on the assignment must be available and submitted on request.

4.17 CONTENT OF THE PROPOSAL

- 4.17.1 The Service Provider must furnish satisfactory evidence of its capability and capacity to provide professional and timely services paying due care to the initial demands of the services required. To meet this requirement the Service Provider must include at least the following information in the proposal:
 - a. Provide proof of membership of professional bodies of which the Service Provider is a member and the Service Provider's length of membership.
 - b. Provide evidence of similar previous experience, in-house skills, thus Providing information which will assist the University to assess its capabilities, and capacity.

- c. A summary of the Service Provider's mission statement, the vision statement and values.
- d. State whether the Service Provider is currently under the terms of a public or private reprimand/warning of a Professional Association.
- e. Provide the firm and relevant engagement partner's IRBA review results. If the firm or partner did not receive a favourable IRBA review outcome it may impact on the University's evaluation of the tender.
- f. Provide an organogram of the Service Provider. (team to be used on University of Zululand audit including experience per individual as well as office location of team members)
- g. Describe the proposed engagement team, in terms of job positions in the firm.

4.17.2 List names of staff member(s) who will direct the overall assignment throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, executing and/or reporting on this engagement. Include the qualifications and years of experience and detailed resumes of all staff members named and professional membership held. At a minimum full details should be provided for the following levels:

- a. Partners/Directors
- b. Managers
- c. Supervisors
- d. Clerks
- e. Provide details of staff training and development policies and procedures with specific mention of continuing professional education provided to the proposed service team during the last year.
- f. Provide the names and qualifications of any needed outside specialists and consultants who will assist the Service Provider's staff members.
- g. Describe any staff rotation plans for the service team for the contract period.
- h. Indicate your knowledge of and experience within the Higher Education sector.
- i. An independence declaration.
- j. If the bidder performed consulting or other services to the University in the last 5 years, a listing of such work as well as an assessment of the impact on the independence of the bidder is required taking into consideration the nature of the engagement, fees charged and status (whether it has been completed or is still ongoing).

4.18 CONDITIONS FOR SUBMISSION OF PROPOSALS

All proposals in response to this request must meet the following conditions to be considered:

- a. Proposal must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the service provider's representative.

- b. Proposal must address each of the service requirements as stated in this RFP.
- c. The Service Provider is expected to maintain an adequate level of Fidelity/Professional Indemnity Insurance for the duration of the assignment for services of this nature. The cost of the insurance shall be deemed to have been included in the proposed tender price
- d. The Service Provider shall furnish such additional information that University may reasonably require.

4.19 VALIDITY OF PROPOSALS

The Bidder is required to confirm that it will hold its proposal valid until the first Council meeting where this appointment can be approved as well as subsequent Auditor General South Africa concurrence, during which time it will maintain without change, the personnel proposed for the services together with their proposed rates.

5 EVALUATION PROCESS

5.1. METHODOLOGY

The evaluation of proposals will be divided into two (2) phases:

Phase 1: Pre-qualification check

The pre-qualification check requires verification of compliance with:

- Hurdle requirements as described in the proposal document;
- Mandatory documentation – whether all required documentation and/or certification have been included.

Note: No points are allocated to this phase; however, proposals that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

Phase 2: Evaluation of proposals based on *Functionality* and the BBBEE Preference point system as criteria:

This phase of the evaluation is conducted in two (2) stages – first *functionality* will be assessed and then in accordance with 80/20 preference point system.

Stage 1: Evaluation of functionality

The evaluation criteria for functionality will take into account the track record and experience, expertise of staff and proposed methodology of the proposer, as well as the Proposer's technical *capacity* and *ability* to execute and maintain a contract.

Note: No proposal will be considered further unless the *minimum qualifying score/percentage* for functionality has been achieved.

Stage 2: Evaluation in terms of the 80/20 preference point system

Only proposals that achieved the *minimum qualifying score/percentage* for functionality will be considered further in terms of the 80/20 preference point system.

The formulae to be utilized in calculating points scored for the preference point system are included in this document.

EVALUATION PROCESS (CONTINUED)

Step 1 will be the calculation of points for price where the lowest proposal will score 80 points for price, while proposals with higher prices will score lower points for price on a pro-rata basis.

The following formula will be utilized to calculate the points for price in respect of proposals with a Rand value up to R50 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for comparative price of proposal or offer under consideration;

P_t = Comparative price of proposal or offer under consideration; and

P_{min} = Comparative price of lowest acceptable proposal or offer.

Step 2 will be the calculation of points for the B-BBEE status level of contribution where 20 points will be awarded to a proposer for attaining the B-BBEE status level of 1, and lower points will be awarded to proposer with lower B-BBEE status levels as per table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Note: Non-compliant contributors or failure to provide certification substantiating the B-BBEE status level of contribution will result in the Proposer being awarded zero (0) points for the preference point system.

EVALUATION PROCESS (CONTINUED)

5.2. CALCULATING THE FINAL SCORE AND INTERVIEW PROCESS

The points scored for price (step 1) will be added to the points scored for B-BBEE status level of contribution (step 2) to obtain the Proposer's total points scored out of 100.

Tender: UZ08-2021 External Audit Services

Initials:

- The University of Zululand may request additional information, clarification or verification in respect of any information contained in or omitted from the proposal. This information will be requested in writing;
- The University of Zululand may conduct a due diligence on any Service Provider, which may include interviewing customer references or other activities to verify a Service Provider's information and capabilities (Including visiting the Service Provider's various premises and/or sites to verify certain stated information or assumptions) and in this instance the Service Provider will be obliged to provide the University of Zululand with all necessary access and assistance;
- The University of Zululand may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal;
- The University of Zululand will evaluate the Proposals with reference to its set and approved evaluation criteria guided by the procurement policy as indicated . The University of Zululand reserves the right to appoint a specialist/consultant to assist in performing such evaluations.
- The University of Zululand may shortlist Service Providers and may request presentations from short-listed Service Providers;
- The University of Zululand reserves the right not to appoint the tenderer scoring the highest points in terms of price and BBEEE, but to appoint based on the final interview process as well as the willingness by the shortlisted tenderers to adjust their prices/rates during the negotiation process. Based on this exercise, the Audit and Risk Committee of Council, can recommend any of the shortlisted tenderers deemed fit and proper to render audit services to the university.
- The University of Zululand has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by the Service Provider in order for the University to accept a Proposal for evaluation.
- The pre-qualification evaluation will be carried out by the University of Zululand to determine which Proposer's responses are compliant or non-compliant with the proposal specifications/requirements issued by the University as part of the proposal process.
- Where there is failure to comply with the pre-qualification criteria, or the University of Zululand is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be disqualified.
- No points allocated for mandatory requirements. Service Providers not meeting these mandatory requirements will be disqualified from the evaluation process.

EVALUATION PROCESS (CONTINUED)

MANDATORY REQUIREMENTS PRE-CHECKING OF DOCUMENTS : IF ONE OR MORE OF THE REQUIREMENTS IS NOT MET, THE BIDDER WILL BE DISQUALIFIED

I/We have attached to this document:	Tick if submitted		Office use
• Proper completion and signing and initialling (each page) of the proposal document	Yes	No	
• Submission of one (1) original copy, two (2) copies and one (1) cd/usb submission	Yes	No	
• Valid BBEE Certification	Yes	No	
• Valid SARS Tax Clearance Certificate/ TAX PIN NUMBER	Yes	No	
• My/our company profile	Yes	No	
• Proof of my/our company/closed corporation registration and a copy of my/our CM/CK certificates	Yes	No	
• Company resolution – authority to sign the bid documents	Yes	No	
• Provide a compulsory proposed letter of appointment	Yes	No	
• One set (two years) recently Audited Financial Statements or financial statements signed by the Accounting Officer for Close Corporations	Yes	No	
• Proof of registration with Independent Review Board of Auditors (IRBA)	Yes	No	
• Completion of the Standard Bidding Forms	Yes	No	
• Independence declaration (Appendix L)	Yes	No	

EVALUATION PROCESS (CONTINUED)

PHASE 2: FUNCTIONALITY AND BBEE PREFERENCE POINT CRITERIA:

Stage 1: Functionality

In Stage 1 Service Provider will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. Only Service Providers scoring 70 points and more will be considered for Stage 2.

FUNCTIONALITY CRITERIA	WEIGHTS
<p>1. References Provide three (3) contactable references, and proven track record in rendering external audit services for institutions registered in terms of the Higher Education Act for the past two (2) years;</p> <ul style="list-style-type: none"> - 3 Contactable references verified = 15 points - 2 Contactable references verified = 10 points - 1 Contactable reference verified = 5 points <p>(Reference letters of projects completed from previous/current client confirming contract, value of contract, contract period and recommendation).</p>	15 POINTS
<p>2. Track Record and Experience of Engagement Partner Bidders are to indicate the years of demonstrable experience of the Engagement Partner</p> <ul style="list-style-type: none"> - Relevant experience more than 15 years = 15 points - Relevant experience between 11 to 14 years = 11 points - Relevant experience between 7 to 10 years = 08 points - Relevant experience below 7 years = 03 points 	15 POINTS
<p>3. Expertise of Staff to be placed on this project – provide CV's of the staff.</p> <ul style="list-style-type: none"> - Combined experience of staff more than 30 years = 25 points - Combined experience of staff between 20 to 29 years = 20 points - Combined experience of staff between 10 to 19 years = 15 points - Combined experience of staff below 10 years = 10 points <p>- There will be a penalty of 15 points from this section (limited to points already scored in this section) if the firm or the engagement partner has material IRBA review findings in the last 5 years.</p>	25 POINTS
<p>4. TECHNICAL EXPERTISE The bidder must have capacity to provide the following technical expertise: IT Advisory = 5 points Technical Accounting = 5 points Quality Control processes = 5 points The bidder must provide a company profile detailing the bidder's capacity to provide the technical expertise = 5 points</p>	20 POINTS
<p>5. Proposed Methodology / Deliverables/ Audit Plan The bidder must demonstrate thorough understanding of the objectives and deliverables of this audit; the General requirements and the applicable regulatory framework.</p> <p>The bidder must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined and clearly demonstrating how the audit deliverables will be achieved.</p>	25 POINTS
TOTAL FOR FUNCTIONALITY	100 POINTS

ADDITIONAL REQUESTS

INDEPENDANCE DECLARATION (Appendix L)	COMPLY	DO NOT COMPLY
<p>The bidder is required to certify that they are independent of the University of Zululand and that nothing has transpired that would compromise their independence during the conduct of the audit as it is required by The Public Audit Act.</p> <p>If the bidder performed consulting or other services to the University in the last 5 years, a listing of such work as well as an assessment of the impact on the independence of the bidder is required taking into consideration the nature of the engagement, fees charged and status (whether it has been completed or is still ongoing).</p>		
Substantiate / Comments		

QUALIFICATIONS AND SKILLS OF KEY PERSONNEL	COMPLY	DO NOT COMPLY
<p>The bidder's key personnel of the proposed audit team must have relevant qualifications, skills and experience.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> - The structure and composition of the proposed team, clearly outlining the main disciplines/specialties of this audit and the key personnel responsible for each specialty. - CVs of the key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of the assignment as outlined. - The firm and relevant engagement partner's IRBA review results 		
Substantiate / Comments		

BIDDER'S PROPOSED METHODOLOGY	COMPLY	DO NOT COMPLY
<p>Audit planning and professionalism (including proposed audit approach) Reporting lines; preparation of annual and strategic external Audit plans and risk assessment; working with internal audit; skills transfer.</p> <p>Expected deliverables (prepare annual Plan; 5 year rolling plan); review and update External Audit Charter & Audit Committee Charter; Corporate governance and adherence to IFRS; audit of the business units; audit of trust accounts; review of policies and Procedures; compliance review/data integrity; Statements Reviews; IT governance review; audit certificates for interest and redemption claims; audit certificates - a separate report by campus; audit certificates for payables; audit certificates on donor funds; audit certificates for awards granted, audit of the institutions' legal succession administration; working with internal audit</p>		
Substantiate / Comments		

EVALUATION PROCESS

FUNCTIONALITY CRITERIA TO BE COMPLETED BY THE PROPOSER IN FULL , FAILURE WILL RESULT IN A 0 POINT ALLOCATION:

1. TENDERER'S REFERENCES

TENDERER NAME: _____

Name of Company	Contact Person	Telephone Number	E-mail Address (Compulsory)	Duration of Contract	Attach Reference letters (Appendix A)
1.					
2.					
3.					

2. TENDERER'S EXPERIENCE

Indicate Engagement partner's years of experience	NUMBER YEARS
Please indicate Engagement Partner's years of experience as well as IRBA review results ----- Years Material IRBA Review Results Yes/No	Attach copy of Engagement Partner Profile as well as the IRBA review results of the relevant Engagement Partner (Appendix B)

Tender: UZ08-2021 External Audit Services

Initials:

TENDERER SIGNATURE: _____

3. LIST KEY PERSONNEL TO BE PLACED ON THIS PROJECT

Full Name	Designation in this Project	Total Number of Relevant Years of Experience	List Qualifications (Attach CV's as Appendix C)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

4. TECHNICAL EXPERTISE

Description	Attach proof of local office
Provide a company profile detailing the bidder's capacity to provide the technical expertise	Attach company profile and the IRBA review results of the firm as Appendix D
<p>Material IRBA review results of the firm Yes/No</p>	

5. PROPOSED METHODOLOGY

Methodology	
<p>The bidder must demonstrate thorough understanding of the objectives and deliverables of this audit; the General requirements and the applicable regulatory framework.</p> <p>The bidder must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined and clearly demonstrating how the audit deliverables will be achieved</p>	Attach as Appendix E

ESTIMATION FOR YEAR 2, YEAR 3, YEAR 4 AND YEAR 5

DESCRIPTION	(YEAR 2)	(YEAR 3)	(YEAR 4)	(YEAR 5)
Number of Resources (Personnel)				

DESCRIPTION	(YEAR 2)	(YEAR 3)	(YEAR 4)	(YEAR 5)
Annual Audit Duration (In hours)	Hours	Hours	Hours	Hours
Annual Audit Fees Escalation (%)	%	%	%	%

Period required for commencement with project after acceptance of Proposal.

Are the rates quoted firm for the full period of contract?

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

6.

DETAILS OF PROPOSER

Detail on this page **MUST** be completed fully. Incomplete forms shall render the Proposal invalid. (N/A to be stated if not applicable).

Requirement		Response	
Registered name of company/proposer			
CIPC Registration number			
VAT registration number			
UIF registration number			
Official telephone number		()	
Official fax number		()	
E-mail Address			
Physical Address			
			Code
Official Postal Address			
			Code
Director / Member (1)	Full Names and Surname		
	Position in company/ proposer		
	ID No.		Income Tax No.
Director / Member (2)	Full Names and Surname		
	Position in company/ proposer		
	ID No.		Income Tax No.
Director / Member (3)	Full Names and Surname		
	Position in company/ proposer		
	ID No.		Income Tax No.

**7.
COMPANY INFORMATION**

Details of the specific parties utilised by the company/ proposer			
Bank	Name		
	Branch		
Bookkeeper	Full Name		
	Tel no.	()	Alternative Tel no.
	Fax no.	()	E-mail
	Address		
Auditor	Full Name		
	Tel no.	()	Alternative Tel no.
	Fax no.	()	E-mail
	Address		

Please indicate if you will be willing to provide further details if the University of Zululand considers these necessary to evaluate your capacity to provide the service or goods as detailed in this proposal.	Yes	No

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8.

DELIVERY INSTRUCTIONS

All Service Providers must submit their responses in the following format:

- *One Original, two signed hard copies and CD/USB submission containing the appendixes in the following order:*

Appendix Number	Description of Appendix	Requirement
Document UZ08-2021		
Each page of the RFP document to be initialled by a delegated representative.		
Appendix A	Company References	Attach a minimum of 3 reference letters
Appendix B	Engagement Partner's years of experience and IRBA review results	Attach Engagement Partner's Profile and IRBA review results
Appendix C	Staff Experience	Attach CV's with relevant qualification
Appendix D	Provide a company profile detailing the bidder's capacity to provide the technical expertise as well as IRBA review results for the firm	Attach Company Profile and IRBA review results for the firm
Appendix E	Proposed Methodology	Attach Proposal
Appendix F	Company registration documents	Company registration documents
Appendix G	Tax clearance certification	A valid tax clearance certificate
Appendix H	BBBEE certification	A valid BBBEE certificate
Appendix I	Financial Statements	Audited financials for the past 2 years.
Appendix J	Resolution (Statement of Proxy)	Attach a Directors resolution or proxy, authorising to sign this document on behalf of the company.
Appendix K	Key Personnel: Organogram	Attach Organogram
Appendix L	Declaration of Independence including list and assessment of work done for the University in the last 5 years	Certify independence from the University of Zululand. Failure will result in disqualification.
Appendix M	Declaration of Bidders past Supply Chain Practises	Complete and sign in full. Failure will result in disqualification.

Appendix N	Certificate of Independent Bid Determination	Complete and sign in full. Failure will result in disqualification.
Appendix O	Declaration	Complete and sign in full. Failure will result in disqualification.

RFP Document UZ08-2021

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Each page of this RFP document must be initialled by a duly authorised representative and the declaration signed in full	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix A

Company References Letter (1st Reference)

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Proposer to provide solution overview for each reference provided.	<input type="checkbox"/>

Note: Letter should be on an official letterhead stating the Tender Number UZ08-2021 and addressed to the University of Zululand To include following:

- Reference letters of projects completed from previous/current client confirming contract, value of contract, contract period and recommendation.

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix A

Company References Letter (2nd Reference)

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Proposer to provide solution overview for each reference provided.	<input type="checkbox"/>

Note: Letter should be on an official letterhead stating the Tender Number UZ08-2021 and addressed to the University of Zululand To include following:

- Reference letters of projects completed from previous/current client confirming contract, value of contract, contract period and recommendation

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix A

Company References Letter (3rd Reference)

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Proposer to provide solution overview for each reference provided.	<input type="checkbox"/>

Note: Letter should be on an official letterhead stating the Tender Number UZ08-2021 and addressed to the University of Zululand To include following:

- Reference letters of projects completed from previous/current client confirming contract, value of contract, contract period and recommendation

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix B

Experience in the Industry

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Attach Engagement Partner profile.	<input type="checkbox"/>

Documentation	Requirement	Included in required format (Please tick)
RFP Document	- Attach IRBA review results for the relevant Engagement Partner.	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix C

Staff Experience

Documentation	Requirement	Included in required format (Please tick)
RFP Document	- Attach CV's of staff that will be placed on this project.	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix D

Technical Expertise

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Attach a company profile	<input type="checkbox"/>

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Attach IRBA review results for the Firm.	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix E

Proposed Methodology

Documentation	Requirement	Included in required format (Please tick)
RFP Document	The bidder must demonstrate thorough understanding of the objectives and deliverables of this audit; the General requirements and the applicable regulatory framework.	<input type="checkbox"/>
	The bidder must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined and clearly demonstrating how the audit deliverables will be achieved.	

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix F

Company Registration Documents / Attach Copies of ID's

Documentation	Requirement	Included in required format (Please tick)
Company Registration Document	Please ensure that each document is certified	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix G

Tax Clearance certificate

Documentation	Requirement	Included in required format (Please tick)
Tax Clearance certificate	Please ensure that the Tax clearance certificate is <u>valid</u> and <u>original</u> / Provide your current TCC pin	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix H

BBBEE Certification

Documentation	Requirement	Included in required format (Please tick)
BBBEE certification	Supply a valid BBBEE certificate/ or Sworn affidavit	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix I

Financial Statements

Documentation	Requirement	Included in required format (Please tick)
Financial statements	Please ensure that the financial statement falls <u>within</u> the past 2 financial periods and that they are certified.	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name	
Signature	

Appendix J

Board Resolution (Statement of Proxy)

Documentation	Requirement	Included in required format (Please tick)
Board Resolution	<p>Include Board resolution for delegation of authority.</p> <p>NB The following proof MUST be produced: Proof that the person who signed the proposal has the authority to do so.</p> <p>Failure to provide appropriate documentation as outlined above shall render your proposal invalid</p>	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix K

Team Organogram / Key Personnel to be placed on this Project

Documentation	Requirement	Included in required format (Please tick)
Supporting Documents	Organogram	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix L

Declaration of Independence

Documentation	Requirement	Included in required format (Please tick)
Declaration of Independence	Declaration of Independence.	<input type="checkbox"/>

Documentation	Requirement	Included in required format (Please tick)
Declaration of Interest	<p>Work done for the University in the last 5 years</p> <p>If Yes, please include an assessment of work done for the University in the last 5 years and the influence of that work on the independence.</p>	<p>Yes / No</p> <input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

Appendix M

Declaration of Bidders Past Supply Chain Practises

Documentation	Requirement	Included in required format (Please tick)
UZ08-2021	Please ensure that the Declaration of Bidders Past Supply Chain Practises is fully signed and attached	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name	
Signature	

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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Service Providers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Service Providers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Tender: UZ08-2021 External Audit Services

Initials:

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

Appendix N

Certificate of Independent Bid Determination

Documentation	Requirement	Included in required format (Please tick)
UZ08-2021	Please ensure that the Certificate of Independent Bid Determination fully signed and attached	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a Service Provider of goods and services if the Service Provider committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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 must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

Tender: UZ08-2021 External Audit Services

Initials:

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

³ 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.

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

Appendix O

DECLARATION

Documentation	Requirement	Included in required format (Please tick)
Supporting Documents	Declaration fully signed and attached	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name	
Signature	

DECLARATION

I
(Please print names and surname)

the fully authorized representative/sole owner of the bidding enterprise, (delete if not applicable)

hereby certify that:

- (a) this proposal will not be withdrawn for the period of ninety (90) days from date of closure and that it may be accepted at any time during the period of ninety (90) days.
- (b) as far as I know or is supposed to know, no member of our company has any direct or indirect vested interest in the University of Zululand. / Member's as detailed hereunder has a direct/indirect vested interest in the University of Zululand (Delete if not applicable)

Name and occupation of contact within the University.

.....
.....

- (c) the company profile as well as the detail business plan has been attached to this document.

I/We agree that:

- (a) the contract that will be signed between me/us and the University of Zululand, if successful, would be bound by the laws of South Africa and that the domicilium citandi executandi will be at Durban where all legal proceedings will take place.
- (b) if the University accepts my/our offer, either wholly or in part, and I/we have been notified of such acceptance, I/we shall comply with the conditions of the agreement, as contained in my/our offer and in the University's acceptance of it, until a formal contract is concluded between me/us and the University, and that, if the University should not wish to enter into a formal contract with me/us, I/we shall comply with the conditions of the agreement, as contained in my/our offer and in the University's acceptance of it.

Signed at this day of 2018

.....
of authorized signatory

..... Signature
Capacity

FURTHER, I/WE HEREBY AGREE –

- a) That, if my/our offer is accepted, I/we may be informed of such acceptance by e-mail, and that the delivery of such acceptance to my/our email be deemed a delivery to me/us;
- b) That the contract to be created because of the acceptance of my/our offer shall be subject to the Acts and Statutes of the Republic of South Africa, and that my/our *domicilium citandi executandi* shall be at Durban, where all process may be served on me/us, and, furthermore, that I/we shall abide by the jurisdiction of the South African courts;
- c) that, if the University of Zululand accepts my/our offer, either wholly or in part, and I/we have been notified of such acceptance, I/we shall comply with the conditions of the agreement, as contained in my/our offer and in the University's acceptance of it, until a formal contract is concluded between me/us and the University, and that, if the University should not wish to enter into a formal contract with me/us, I/we shall comply with the conditions of the agreement, as contained in my/our offer and in the University's acceptance of it;
- d) That my/our company has the financial ability to meet its obligations in respect of this contract and that it is in a sound position to meet its overall financial commitments;
- e) That the information submitted is true and correct;
- f) **Vested Interest** – please **delete either (i) or (ii)** whichever is not applicable:

i) As far as I/we know no member of my/our company has any direct or indirect vested interest in the University of Zululand.

OR

ii) Our Company/Closed Corporation member/s, as detailed hereunder, has/have a direct/indirect vested interest in the University of Zululand:

Name of Member/s:	Designation	ID No.
1. _____	_____	_____
2. _____	_____	_____

This interest is vested in the following individual/s at the University of Zululand:

Name of Staff or Student/s:	Personnel/Student No.	ID No.
1. _____	_____	_____
2. _____	_____	_____

I/We hereby offer to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the University of Zululand on the terms and conditions and in accordance with the specifications stipulated in the proposal documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein. Proposal document shall form part of the service level agreement.

I/We agree that:

The proposal herein shall remain binding upon me/us and open for acceptance by the University of Zululand during the validity period indicated and calculated from the closing time of the tender;

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk;

I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

Failure on the part of the bidder to sign this proposal form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.

Are you duly authorized to sign the tender? ***YES / NO**

SIGNATURE (S) OF TENDERER OR ASSIGNEE(S) DATE: _____	_____
---	-------

Further, I/we, the undersigned, undertake not to withdraw or cancel this offer for or within ninety (90) days of the date it should be submitted and agree that the University of Zululand may accept the offer at any time during the said period of ninety (90) days.

Thus signed at _____ (town/city) **on this** _____ **day of** _____ **2021.**

Signature/s by proxy: <i>(of the person authorised to sign)</i>	Name of signatory	Capacity of signatory
---	--------------------------	------------------------------

1. _____	_____	_____
----------	-------	-------

2. _____	_____	_____
----------	-------	-------

*** Attach a copy of the resolution of authority to sign.**

Signatures of witnesses:	Name of signatory	ID number
---------------------------------	--------------------------	------------------

1. _____	_____	_____
----------	-------	-------

2. _____	_____	_____
----------	-------	-------

Registered name of company
(please print)

Registered address of company
(please print)

Tel: () _____ **Fax :** () _____ **Mobile:** _____

E-mail: _____