



REQUEST FOR PROPOSAL
FOR
EXTERNAL AUDIT SERVICES
AT
TUTEH ENTERPRISE HOLDINGS (PTY) LTD (TUTEH)
TUTEH-TR01-2021

Indicate the Name of Bidding Enterprise in the block above

This document (TUTEH-TR01-2021) has been signed off as the master copy for publication by:

.....
Full name and surname of Client (please PRINT)

(signature)

on this dayof2021
(day) (month)

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REQUEST FOR PROPOSAL:

TUTEH-TR01-2021: EXTERNAL AUDIT SERVICES

This document consists of the following sections:

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1. NOTICE

REQUEST FOR PROPOSAL

TUTEH-TR01-2021: EXTERNAL AUDIT SERVICES

Professional Auditing companies/persons who are interested in the rendering of External Auditing Services to TUTEH for a contract period of three years, as specified herein, and in accordance with the General and Specific Conditions for Proposals as stated in this document are called to respond by completing these documents in full, placing it in a new envelope, which must be sealed and marked with the phrase “**TUTEH-TR01-2021 : External Audit Services**”. **Submissions must be deposited into the box provided for this purpose at the offices of TUTEH Ground Floor, Room 70, Building 23 South Wing CSIR, Meiring Naude Road, Brummeria no later than 12:00 on the Closing Date** (*details below*). All submissions must comply with the terms and conditions set out in this document.

CLOSING DATE:

3 November 2021 at 12:00

NOTE: *No late submissions, nor submissions handed in at any other venue/office will be accepted.*

To be noted: All bidders shortlisted for responsive offers will be subject to a vetting process.

NOTICE (CONTINUED)

CONTACT DETAILS:

Document and Specifications Enquiries

Mr. Ralph Jefferies

Tel: (012) 111-7867

Email: ralph.jefferies@tutenterprise.co.za

Closing date for Enquiries per email: 25 October 2021.

All enquiries will be consolidated and TUTEH will issue one response and such response will be e-mailed to the respective persons two calendar days after the closing date for enquiries (26 October 2021)

PROPOSAL DOCUMENTS:

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

TUTEH-TR01-2021 : EXTERNAL AUDIT SERVICES

As well as the *closing time and date* clearly marked on the outside, not later than **12:00 on 3 November 2021.**

Deliver to :

**Ground Floor, Room 70, Building 23 South Wing CSIR,
Meiring Naude Road, Brummeria.**

NOTE:

- Neither *late submissions*, nor submissions handed in at *any other venue/office* will be accepted.
- Bidders are requested to submit an ***original plus (1) copy*** of the original proposal.
- Please allow sufficient time to security checks and the CSIR entrance gates. ID documents of valid RSA drivers' licence are compulsory documentation required for entrance to the CSIR
- COVID-19 regulations and published on the CSIR website are applicable for entering the CSIR premises.
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.....
Mr. R. Jefferies

Financial Manager

TUTEH Enterprise Holdings (Pty) Ltd

2. GENERAL CONDITIONS REGARDING OFFERS

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 offer, as given by the contractor and accepted by TUTEH for the execution of the contract.
- "Closing date," means the time and day on which all offers close in terms of the advertisement.
- "General Conditions" means this document, namely "General Conditions Regarding Offer" of TUTEH.
- "Goods" means the machinery, installation, equipment, apparatus or materials to be provided / delivered in terms of the contract.
- "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 TUTEH, namely the head of Procurement Services or any other TUTEH official mentioned in the bid 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.
- "Specifications" means the specifications attached to the General Conditions.
- "Subcontractor" means the supplier who regularly supplies the contractor with materials and minor parts with regard to goods to be delivered to TUTEH.
- "TUTEH" means TUTEH Enterprise Holdings (Pty) Ltd

2.2 TENDERER SHOULD FAMILIARISE THEMSELVES WITH THE CONDITIONS OF OFFER AND RELATED PARTICULARS

The tenderer shall, on submission of an offer, be regarded to be familiar with all the conditions and particulars of the offer.

2.3 FULL ACCEPTANCE OF CONDITIONS

- 2.3.1 The tenderer shall be regarded as having read and understood the General Conditions and by submission of his offer shall be assumed being fully understood.
- 2.3.2 Any special conditions with regard to the contract should be contained in the specifications concerning the contract; these 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 tenderer may restrict one or more of the conditions, but if his offer is accepted, no restriction of any condition shall be part of his contract with TUTEH, unless, on submission of his offer, he has indicated, specifically, in writing with regard to each and every condition he wishes to restrict, the number of the condition and the degree to which it should be restricted.

GENERAL CONDITIONS REGARDING OFFERS (CONTINUED)

2.4 TRANSFER

- 2.4.1 It is a personal contract with the contractor, and he may neither farm out, nor transfer or cede any part, share or interest in it to someone else, unless with the written consent of TUTEH and on condition approved by TUTEH.
- 2.4.2 This clause shall not be valid for subcontracts farmed out to suppliers who deliver materials and minor parts to the contractor in connection with goods to be delivered. TUTEH reserves the right to expect that the contractor should submit the names of all his subcontractors for the approval of TUTEH.

2.5 CONTRADICTIONS

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

2.6 DEVIATIONS

If the tenderer offers goods that deviate or differ from the specifications, such deviation should be indicated and described clearly in the offer.

2.7 BREACH OF CONTRACT

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

2.8 PAYMENT

Unless otherwise indicated in supplementary or special conditions of contract, payment shall be made as follows:

“TUTEH shall pay for the services rendered by the contractor within thirty (30) days after the end of the month following the month in which the service was rendered, provided the contractor deliver a valid invoice containing the relevant VAT numbers, for the services within that period and it be reasonably possible to make payment within such period”.

GENERAL CONDITIONS REGARDING OFFERS (CONTINUED)

2.9 PARTICULARS TO BE FURNISHED

- 2.9.1 No offer shall be considered unless it is accompanied by sufficient information that makes it possible to judge whether the tendered goods meet the specifications or not.
- 2.9.2 If the required particulars are not furnished in full, the offer may be regarded as being non-compliant with specifications.

2.10 STABLE OFFERS

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

2.11 SEQUESTRATION OR SURRENDERING OF ESTATE OF CONTRACTOR

If either a provisional or a final sequestration of the contractor's estate is ordered, or if application is made for such an order, or in case the contractor applies for the surrendering of his 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 creditors, or pretends to do so, or, if the contractor, 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 movables and immovable's are seized, then TUTEH shall have the right to terminate the contract and, without having recourse to the law and nor remunerating the contractor, and subject to the right of TUTEH to sue the contractor for damage TUTEH has suffered on account of the aforementioned events.

2.12 PERIOD OFFER SHALL BE VALID

The submission of an offer to TUTEH shall be regarded as being an agreement between the tenderer and TUTEH in terms of which the offer shall remain valid for acceptance by TUTEH for the period determined in the proposal invitation, during which period the tenderer may not withdraw his Tender/Proposal nor weaken or diminish the tenor of the offer.

2.13 FORMAL CONTRACT AND SURETYSHIP

If, and when TUTEH requires it, the contractor shall enter into a formal agreement and contract of surety ship, which TUTEH shall draw up and the contractor shall sign, and which, if necessary, shall be signed by his sureties within seven (7) days from the date on which the documents are declared ready for signing. The contractor shall pay all costs, expenses, stamp duty and other disbursements owed for or with regard to such documents. The surety required by TUTEH for this clause may, however, not exceed ten (10) per cent of the total estimated value of the contract.

2.14 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 TUTEH and the contractor in connection with the contract shall be resolved in the Republic of South Africa at Pretoria.

GENERAL CONDITIONS REGARDING OFFERS (CONTINUED)

2.15 CANCELLATION OF OFFER AND/OR CONTRACT

If it is found that an offer or contractor-

- 2.15.1 has offered, promised or given anyone who had to do with the inviting of offers or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract;
- 2.15.2 is not executing a contract in a satisfactory manner;
- 2.15.3 is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply;
- 2.15.4 Is acting in a fraudulent or improper manner or in bad faith toward TUTEH –

Then TUTEH may disqualify the tenderer immediately or cancel the contract, after considering all the circumstances and without prejudice to any other legal remedy to his / her disposal in respect of –

- a) any loss and/or damage suffered; and
- b) any additional costs or expenses incurred in that the TUTEH had to invite new offers or accept a less favourable offer, or whatever.

2.16 GENERAL

- 2.16.1 The lowest or any offer shall not necessarily be accepted, and TUTEH shall reserve the right to accept the whole offer or any part thereof. Further, TUTEH is not required to give reasons for selecting one offer in favour of another.
- 2.16.2 If there is any difference or contradiction between the prices or particulars on the official offer form and those on the tenderer's accompanying letter the prices or particulars on the offer form shall be valid in all cases.
- 2.16.3 The offer should be completed on the offer form and submitted in a sealed envelope that is addressed and endorsed in the manner indicated in the proposal advertisement and on the proposal, form concerned.
- 2.16.4 There is a specific Tender Box for the submission of offers, and no offer found in any other container or at any other place after closing time shall be considered.
- 2.16.5 Offers that arrive after the advertised time for the receipt of offers shall not be accepted. This rule shall not be deviated from unless it is clear that the offer was posted in time to reach TUTEH before the closing time, and provided the Bid Awarding Committee has satisfied themselves that the tenderer had taken all reasonable precautions to allow for ordinary delays and could otherwise not be blamed for the fact that his/her offer was received late.
- 2.16.6 The tenderer must put his initials next to all changes that he/she makes on the forms.
- 2.16.7 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 ink, and the same person who formally signs the offer must sign in full at every correction made. TUTEH reserves the right to reject an offer if any correction made on it is not made in the manner set out above.

3. SPECIFIC CONDITIONS GOVERNING THIS PROPOSAL

3.1 INSTITUTEHIONAL BACKGROUND

Background

TUT Enterprise Holdings (Pty) Ltd. (TUTEH) is a company of Tshwane University of Technology (TUT) and was established in terms of a Council resolution of the University during September 2018. Its establishment was necessitated by the need to generate, grow and sustain the third-stream income for TUT.

In January 2018 the registration of TUTEH was completed and the Chief Executive Officer (CEO) was appointed in February 2018 in order to commence the operations of the Company.

TUTEH has its office at the CSIR Campus, Ground Floor, Building 23 South Wing, Meiring Naude Road, Brummeria. It is directed and legally represented by a Board of Directors whose members are appointed by the Council of the Tshwane University of Technology.

The rationale for third stream income

Universities in South Africa are increasingly faced with a number of financial challenges, some of which mirror particular circumstances at TUT. Failure to

address these challenges through a combination of tried and tested approaches as well as some innovative ones can easily escalate to untenable financial difficulties.

Factors that further contribute to the challenges faced by Universities include :

The finite pool of government funding. There is likely to be an increase in 'competition' for government funding as the first stream income at all public Universities is under pressure. In a developing economy with very high developmental needs, funding for tertiary education has to compete with other pressing social and infrastructure needs.

Donor fatigue coupled with tightening corporate budgets due to slow growth in or even recessionary economy.

Increasing pressure on Universities to deliver even higher and better quality of services and student experience in order to attract the right calibre of students and academic staff.

In addressing these challenges, the leading Universities in the world have created the capacities to generate both the third and fourth income streams and make these an important aspect of their revenue mix.

Policies and Systems

Critical policies needed for sound financial and operational control of the business are completed and some other policies are in development phase in line with the roll-out plan of the company strategic plan .

The company operates the Sage INTAACT Accounting system as from 1 January 2021 . The payroll for staff members is compiled using the Sage VIP Premier System. The Nedbank Internet system is used for bank management.

Governance

One of the critical success factors for the Company is the extent to which the University and the Board appointed to direct the affairs of the Company adhere to good corporate governance.

Adherence to the highest standards of corporate governance will not only ensure compliance with the relevant laws but will also engender a spirit of accountability and transparency, two attributes that are essential in bolstering shareholder and investor confidence in any business.

It is for this reason that the policy of the University on Short Learning Programs (SLP) as well as the mandate given to the Board of the Company ensures that the following statutory and regulatory instruments are adhered to at all times:

Companies Act (No 71 of 2008) which records, among other things, the common law duties and responsibilities of directors, which provides clarity in the performance of their duties.

King Code of good corporate governance as an essential element of successful companies. Good corporate governance requires an acknowledgement that an organisation doesn't operate in a vacuum, but needs to have an effective Board of Directors to lead its strategic direction successfully. In addition that the company has a broader stakeholder base to which it is at all times accountable.

The University policy on Third Stream Income. This regulates the relationship between the University and the Company, this is essential since the autonomy of the Company is

established while at the same time the University is able to satisfy itself of the continuous performance and attainment of set goals by the Company.

Shareholder meetings by way of the Annual General Meeting as well as the half year performance statement to stakeholders. These aid the designated representatives of Council and Executive management to interact directly with the Company and get first-hand information on the overall health of the business.

TUTEH further operates in accordance with the requirements, criteria, rules and regulations laid down in the following documents:

Higher Education Act 101 of 1997 (HEA)
Regulations giving effect of the HEA
The Companies Act 71 of 2008
Standard Memorandum of Incorporation (Mol) of TUTEH

The Board delegates to the Chief Executive Officer (CEO) of TUTEH the responsibility to implement the TUTEH policies and objectives.

TUTEH is a start – up company registered with CIPC during February 2018 . The CIPC registration is 2018/091105/07. The company is now in its third year of operations and some of the conceptual phases are still in process and some of the establishment activities are still under way. The company is governed by a Board and the Directors are appointed by the Council of TUT. The main sources of revenue for the company for 2021 is student accommodation management on behalf of the TUT. This comprises the management of leased accommodation and accredited accommodation. Revenue is also generated from short learning programs facilitation on behalf of TUT. Please refer to the TUTEH website <https://www.tutenterprise.co.za/#/about> for more information. Please note that certain information on the website is in the process of being updated.

SPECIFIC CONDITIONS GOVERNING THIS PROPOSAL (CONTINUED)

3.2. CONTRACT LENGTH

The envisaged contract will be for a period of three (3) years which is subjected to annual performance review.

3.3. SCOPE

To invite proposals from registered auditing firms for the rendering of statutory External Audit Services for the TUTEH and its respective subsidiaries.(if applicable)

- 3.3.1. The company is governed by the Companies Act (Act 71 of 2008). Since TUTEH is a company of the TUT, it must also consider regulations of the Higher Education Act (Act No. 101 of 1997),

As regulated by the ministry, the company subscribes to good corporate governance as well as adherence to Generally Accepted Accounting Practice and International Financial Reporting Standards for Small and Medium Size Companies (IFRS for SME's)) in the preparation and reporting of the financial activities of the company. The audited financial statements of TUTEH, after approval by the Board of TUTEH, are consolidated into the financial statements of TUT for purposes on reporting to the Department of Higher Education (TUT reports using Full IFRS).

- 3.3.2 The audit should be conducted in accordance with South African Auditing Standards to ensure compliance with the Higher Education Act, Regulations, and other legislation relevant to Public

Higher Education institutions. Without limiting the scope of the external audit, the focus on the past three years audits comprised, amongst other critical areas, on revenue, payroll ,intercompany transaction, other income/expenses, cash, finance income/expenses, property plant and equipment ,payables ,accruals provisions and other liabilities, operating expenses, compliance with laws, VAT, financial reporting, audit of equity investment valuations assess appropriate accounting treatment - equity valuations, audit of accounting treatment of options (derivatives)

- 3.3.3 The Act requires that the Higher Education Institutions should submit audited financial statements to the Minister of Higher Education and Training (DHET) six months after the year end. It is of the utmost importance that the audit of the financial statements be completed in time in to be approved by the TUTEH Board and for consolidation into the Financial statements of TUT in order for the Council of TUT to be able to review and approve them, and to submit to DHET before 30 June of a specific year as part of the Annual Report. **The Financial year end of TUTEH is 31 December.**

- 3.3.4 TUTEH reserves the right to award auditing services other than the ones listed above to other auditing companies based on price and service.

TUTEH appreciates and recognises that there may be alternatives or options available and therefore, in addition to the detailed requirements outlined in this tender , alternative proposals that meet the objectives and requirements as set up herein are also invited. Any additional proposals must be sufficiently supported by the appropriate technical capability and relevant economies of scale.

- 3.3.5 While it is envisaged that the successful party/parties will be appointed for a period of three (3) years, the auditors' performance will be subject to an annual review by the Finance & Risk Committee of the Board. The terms of the agreement to be entered into will be negotiated and agreed upon with the successful party/parties.

3.4 THE TENDER GENERAL REQUIREMENTS

The following requirements are critical for any successful proposal:

- 3.4.1 The tender must be valid for a period of one hundred on twenty (120) days after the closing date.
3.4.2 Prices must include VAT.
3.4.3 A duly authorised person must sign the tender; an unsigned tender will not be accepted.
3.4.4 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.
3.4.5 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.

3.5 DESCRIPTION OF REQUIRED SERVICES

- 3.5.1 Invitation for proposals for the rendering of statutory external audit services.

3.6 SPECIFIC REQUIREMENTS

- 3.6.1 The following criteria will be critical to this TENDER. Non-compliance herewith will invalidate the interested party's response to this Invitation. Documentary proof will be required.
3.6.2 The interested party must have sufficient professional indemnity cover. Proof must be submitted with the proposal.
3.6.3 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 member 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. ability to undertake other assignments beyond the statutory audit when and where required;

SPECIFIC CONDITIONS GOVERNING THIS PROPOSAL (CONTINUED)

- 3.6.3.1 An estimation of professional fees to be charged per category;
- 3.6.3.2 A breakdown of the hourly tariff per service to be rendered;
- 3.6.3.3 In so far as possible, a comprehensive budget, showing the service activities proposed, with charge-out rate and budgeted hours per activity, detailing all actions made in arriving at a proposed budget (client service plan); and
- 3.6.3.4 A proposed timetable on the commencement and completion of an audit which would enable TUTEH to comply with the Minister of DHET's financial statement submission deadline and other services proposals.

3.7 TECHNICAL REQUIREMENTS

- 3.7.1 Bidder's structure, indicating firm's executive, number of partners, managers and clerks;
- 3.7.2 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);
- 3.7.3 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);
- 3.7.4 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;
- 3.7.5 Independence and objectivity must be assured by there not being any conflict of interest;
- 3.7.6 Track record and reputation written references attesting to performing statutory audits are required; and
- 3.7.7 Current tax clearance certificate.

3.8 ADDITIONAL REQUIREMENTS

3.8.1 QUALITY ASSURANCE

- 3.8.1.1 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.
- 3.8.1.2 The cost of quality assurance will be regarded as included in the tendered fees.
- 3.8.1.3 All procedures and working papers must be made available on request within one working day, to as well as the Audit & Risk Committee.

3.8.2 INDEPENDENCE AND OBJECTIVITY OF AUDIT STAFF

- 3.8.2.1 In carrying out the work, the service provider must ensure that their staff maintains their objectivity by remaining independent of the activities they perform. 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 TUTEH.

SPECIFIC CONDITIONS GOVERNING THIS PROPOSAL (CONTINUED)

3.9 DELIVERABLES THAT CAN BE EXPECTED

- 3.9.1 A proposed audit approach to be adopted to achieve the external audit function objectives;
- 3.9.2 Details of staff training and development policies;
- 3.9.3 Expertise in auditing complex information and communication technology systems;
- 3.9.4 Ability to undertake other assignments beyond the statutory audit when and where required;
- 3.9.5 A proposed timetable on the commencement and completion of an audit which would enable TUTEH to comply with the Minister's financial statement submission deadline; and
- 3.9.6 Other services proposals.

3.10 AUDIT TEAM

The following process with regard to the audit team of the service provider will be followed:

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

3.11 AD HOC AND SPECIAL INVESTIGATIONS

- 3.11.1 When 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.
- 3.11.2 If additional audit work regarding special or ad hoc investigations are necessary the service provider should notify the Chairperson of the Finance & Risk Committee in writing, together with a recommendation.
- 3.11.3 The Chief Executive Officer will make the necessary arrangements to secure the services of an additional service provider; if deemed necessary.
- 3.11.4 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.

3.12 CO-OPERATION WITH INTERNAL AUDIT

- 3.12.1 The service provider is expected to liaise closely with the Internal Audit team to ensure co-operation.

3.13 APPOINTMENT, COMMENCEMENT AND DURATION

- 3.13.1 The successful bidder will be appointed for the 2021, 2022 and 2023 financial years of the TUTEH.
- 3.13.2 **The Financial Year End of the company is 31 December.**

3.14 PACKAGED APPROACH

- 3.14.1 TUTEH would prefer to conclude an agreement with a Bidder who is able to provide a complete external audit service.
- 3.14.2 The successful Bidder will be expected to be visible at all times during the tenure of the contract.
- 3.14.3 The successful Bidder will have access to all information of TUTEH within the normal working hours of TUTEH. The TUTEH will provide the successful Bidder with office space, where required.

SPECIFIC CONDITIONS GOVERNING THIS PROPOSAL (CONTINUED)

3.15 FEES AND PAYMENT

- 3.15.1 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.

3.15.2 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 client.
- b. Copies of the timesheets of staff on the assignment must be available and submitted on request.

3.16 CONTENT OF THE BID PROPOSAL

3.16.1 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 a list of perceived strengths and weaknesses of the firm e.g. similar previous experience, in-house skills, thus providing information which will assist to assess its capabilities, capacity and competitive advantages.
- c. A summary of the service provider's mission statement, the vision statement and values.
- d. Provide evidence that the service provider has experience in external auditing.
- e. State whether the service provider is currently under the terms of a public or private reprimand/warning of a Professional Association.
- f. Provide an organogram of the service provider.
- g. Describe the proposed engagement team, in terms of job positions in the firm.

3.16.2 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 detail 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

SPECIFIC CONDITIONS GOVERNING THIS PROPOSAL (CONTINUED)

3.17 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 TENDER.

- 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 it may reasonably require.

3.18 VALIDITY OF PROPOSALS

The Bidder is required to confirm that it will hold its proposal valid for one hundred and twenty (120) days from the closing date of the submission of proposals, during which time it will maintain without change, the personnel proposed for the services together with their proposed rates.

3.19 QUALIFIED/ VARIABLE PRICES

Attention of tenderers is drawn to clause 2.10 of "General Conditions Regarding Tender".

3.20 ADDITIONAL CONDITIONS

- 3.20.1 Prices entered must *include* VAT.
- 3.20.2 Proposals must remain open for a period of hundred and twenty (120) days from date of closure and may be accepted at any time during the said period of hundred and twenty (120) days.
- 3.20.3 No Proposals should be entered by facsimile or electronically.
- 3.20.4 Participants must furnish the full, registered name of the party/ies that is/are tendering as well as the Company Detail. The authorised representative who is tasked with the responsibility to complete this Proposal and offer is requested to initial each page of this document in the space provided.
- 3.20.5 By submission of a proposal the tenderer will be deemed to have acquainted himself/herself fully with the proposal documents prior to pricing and submission of his/her proposal.
- 3.20.6 All payments will be made in accordance with clause 2.8 of "General Conditions Regarding Tender".
- 3.20.7 This offer does not commit TUTEH 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.
- 3.20.8 The lowest or only offer would not necessarily have to be accepted by TUTEH and the University as such, reserves the right to accept any or no proposal at all.
- 3.20.9 Parties participating in this offer need to declare any vested interest they may have in TUTEH. Statement provided for in the Form of Offer must be completed and signed.
- 3.20.10 Proposals will be accepted up to 12:00 on Monday 1 November 2021 MUST be in a **SEALED NEW ENVELOPE**, which must be endorsed (at the back) with the closing time and date, whilst on the front the following phrase should appear:

TUTEH-TR01-2021 TENDER: EXTERNAL AUDIT SERVICES

Hand delivered: (office Hours : 9: 00 - 15:00 Monday – Friday)

**ROOM 70
GROUND FLOOR, BUILDING 23 SOUTH WING**

**CSIR
MEIRING NAUDE ROAD
BRUMMERIA
PRETORIA.**

Please allow sufficient time to security checks and the CSIR entrance gates. ID documents of valid RSA drivers licence are compulsory documentation required for access to the CSIR

COVID-19 regulations and published on the CSIR website are applicable for entering the CSIR premises.

4. **EVALUATION PROCESS**

4.1 INTRODUCTION

To ensure that all respondents are afforded the opportunity to compete on an equal footing and also to enable TUTEH to evaluate the bids received on an equal basis, a pre-described process of evaluating bids will be followed.

4.2 AIM OF EVALUATION

- The aim of this exercise is to evaluate all bids received based on **Functionality** as a criterion in accordance with the tender.
- Evaluation criteria as set out hereunder is to ensure conformity with TUTEH's bid requirements.

4.3 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 bid document;
- Mandatory documentation – whether all required documentation and/or certification have been included.

Note: No points are allocated to this phase; however, bids 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 B-BBEE 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* and *proposed methodology* of the proposer, as well as the Proposer's technical *capacity* and *ability* to execute and maintain a contract.

Note: No bid 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.

Stage 1: Administrative Compliance

All proposals received will be examined to determine compliance with TENDER requirements and conditions (completion and attachment of compulsory documents). Proposal with obvious deviations from the requirements/conditions will be disqualified from stage 1 (one) of the evaluation process. In terms of in terms of Preferential Procurement Regulation 2017, the following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes.

A two-phase approach will be utilised for consideration for bids. Responsive bids will therefore be evaluated using the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

Stage 2: Functionality

Bidders who obtain 80/100 points in stage 2 (functionality) will qualify to proceed to stage 3 (price and BBEE status of contribution) evaluation wherein 80/20 preference points system will be used as follows, namely 80 points for price and 20 points for BBEE status of contribution.

The evaluation of the bids will be conducted in two stages, whereby submission of an original and valid tax clearance certificate will be a precondition:

All bid offers received shall be evaluated based on the following criteria:

CRITERION	MAXIMUM PTS TO BE AWARDED
1. Functionality	
1.1.1 Experience of the prospective External audit firm in a Higher Education environment 0-2 years = 5 3-4 years = 15 More than 4 years 20	20
1.1.2 Technical approach <ul style="list-style-type: none"> • Basic overview of the methodology of scope of work by listing the audit approach = 10 • Detailed description of methodology of scope of work by providing detailed explanations = 30 	30

1.1.3 Capability, knowledge and experience of the team leader to be used for the assignment CV for Manager: 1-2 years' experience in Higher Education sector = 5 3-4 years' experience in Higher Education sector = 10 More than 4 years' experience in Higher Education sector = 20	20
1.1.4 Quality control <input type="checkbox"/> Brief description of the firm's quality control systems = 5 <input type="checkbox"/> Copy of the firm's quality control policies and procedures that comply with international standards on ISA 220 and or Quality Control (ISQC1) = 15	15
1.1.5 Independence and Objectivity Indicate how the firm will manage its independence and objectivity when conflict of interest arises (policy) <ul style="list-style-type: none"> ▪ Non-submission of policy = 0 ▪ Policy = 15 	15
Total for functionality (maximum)	100
A threshold of 80% is applicable	
2. Preference Point system	
Price	80
BBBEE status of contribution	20
Total (maximum)	100

Stage 3: Price and B-BBEE

i. Step 1 – Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

ii. Step 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the 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

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- Tenderers must submit original B-BBEE Certificate or a certified copy of their level of contributor.
- A tenderer failing to submit proof of B-BBEE status level of contributor or is a non compliant contributor will not be disqualified, but will
 - Only be scored out of 80 for price and
 - Scores 0 points out of 20 for B-BBEE

EVALUATION PROCESS (CONTINUED)

4.4 CALCULATING THE FINAL SCORE

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. The points scored by a tenderer will be rounded off to the nearest two decimal places.

- TUTEH 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 per email to the Tenderer;
- TUTEH may conduct a due diligence on any Service Provider, which may include interviewing customer references or other activities to verify a Service Provider's or other information and capabilities (Including visiting the Service Provider's various premises and/or sites to verify certain stated information or assumptions) and in this instances the Service Providers will be obliged to provide TUTEH with all necessary access, assistance;
- TUTEH may shortlist Service Providers and may request presentations from short-listed Service Providers;

- TUTEH may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal; and
- TUTEH will evaluate the Proposals with reference to TUTEH set and approved evaluation criteria guided by the procurement policy as well as certain criteria as outlined in the National Treasury Government Gazette , 20 January 2017 (No. 40553). TUTEH reserve the right to appoint a specialist/consultant to assist in performing such evaluations.

PHASE 1: PRE-QUALIFICATION / MANDATORY REQUIREMENTS

- TUTEH has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by the Service Provider in order for TUTEH to accept an offer for evaluation.
- The pre-qualification evaluation will be carried out by TUTEH is to determine which Proposer's responses are compliant or non-compliant with the proposal specifications/requirements issued by TUTEH as part of the proposal process.
- Where there is failure to comply with the pre-qualification criteria or TUTEH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be disqualified.
- No points are allocated for mandatory requirements. Service Providers not meeting these mandatory requirements will be disqualified from the bidding process.

EVALUATION PROCESS (CONTINUED)

DOCUMENTS TO BE FORWARDED WITH THIS BID

The following documents must be attached to the final Bid Document:

I/We have attached to this document:	Tick if submitted		Office use
• Proper completion, signing and initialling (each page) of the proposal document.	Yes	No	
• A valid SARS Tax Clearance Certificate	Yes	No	
• A valid B-BBEE Certificate	Yes	No	
• Proof of company/closed corporation <i>registration</i> and a copy of CM/CK certificates	Yes	No	
• Certified copies of the <i>identity documents</i> of those with equity/shares	Yes	No	
• Proof of Proxy	Yes	No	
• Proof of Bank Account	Yes	No	
• Two (2) years latest Audited Financial Statements	Yes	No	
• One (1) copy of the original bid document, plus one(1) copy of the original proposal	Yes	No	
• Company profile	Yes	No	
• Proof of registration with Independent Review Board of Auditors (IRBA)	Yes	No	

Note: All bidders shortlisted for responsive offers will be subjected to a diligence vetting process.

EVALUATION PROCESS (CONTINUED)

PHASE 2: FUNCTIONALITY AND BBBEE PREFERENCE POINT CRITERIA:

Stage 1: Functionality

In Stage 1 Service Providers will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. **Only Service providers scoring 75 points and more will be considered for Stage 2.**

Functionality Criteria	Weights
1. Company References: Provide three (3) contactable references that are not older than three years. Reference should be where services of similar nature is being provided. Reference check will be conducted. (Reference letter of projects completed from previous/current client confirming contract, value of contract, contract period and recommendation) Additional points if company provides similar services to Tertiary Institutions in South Africa	Maximum 25 points
3 References provided	15
2 References provided	10
1 References provided	5
References from Higher Education Institutions provided	10
2. Company years of experience (Audit Services)	Maximum 15 points
More than 10 years of experience = 15 points	15
Between 8 to 9 years of experience = 11 points	11
Between 5 to 7 years of experience = 8 points	8
Below 4 years of experience = 3 points	3
3. Expertise of Staff to be placed on this project. Bidders must show knowledge of and experience in the specification areas listed in the below:	Maximum 25 points
- Combined experience of staff more than 15 years = 25 points	25
- Combined experience of staff between 10 to 14 years = 20 points	20
- Combined experience of staff between 6 to 9 years = 15 points	15
- Combined experience of staff below 5 years = 10 points	10
4. Proposed Methodology / Deliverables / Audit Plan	Maximum 35 points
The bidder must demonstrate thorough understanding of the objectives and deliverables of this audit; the General requirements and the applicable regulatory framework. 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.	
TOTAL POINTS FOR FUNCTIONALITY	100 POINTS

Additional requests

CONFLICT OF INTEREST	COMPLY	DO NOT COMPLY
The bidder is required to certify that they are independent of 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.		
Substantiate / Comments		

TECHNICAL EXPERTISE	COMPLY	DO NOT COMPLY
The bidder must have capacity to provide the following technical expertise: IT Advisory, Technical Accounting, Sustainability services / Integrated Reporting. The bidder must provide a company profile detailing the bidder's capacity to provide the technical expertise.		
Substantiate / Comments		

QUALIFICATIONS AND SKILLS OF KEY PERSONNEL	COMPLY	DO NOT COMPLY
The bidder's key personnel of the proposed audit team must have relevant qualifications, skills and experience. The bidders must submit, as part of its proposal, the following: - 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.		
Substantiate / Comments		

BIDDER'S PROPOSED METHODOLOGY	COMPLY	DO NOT COMPLY
Audit planning and professionalism (including proposed audit approach) Reporting lines; preparation of annual and strategic external Audit plans and risk assessment; execution of internal Audit assignments; working with internal audit; skills transfer. Expected deliverables (prepare annual Plan; 3 year rolling plan); review and update External Audit Charter & Audit Committee Charter; Corporate governance and adherence to Generally Accepted Accounting Practice and IFRS; audit of the business units; review of policies and Procedures; compliance review/data integrity; Statements Reviews; IT governance review;		
Substantiate / Comments		

STATEMENT OF PROXY

It is compulsory for all participating bidders to complete this form in all detail.
Failure to adhere to the abovementioned precondition will render your offer invalid.

**I/We, the undersigned, am/are hereby authorised to enter into this agreement, namely,
TUTEH-TR01-2021 TENDER: External Audit Services**

Signature by proxy:
(person/s authorised to sign the offer)

Name of signatory
(please print)

Capacity of signatory
(please print)

1. _____

I/We am/are authorized in terms of the following:
(Please mark the appropriate box with an 'x')

Procurement	<input type="checkbox"/>	Company/Board resolution	<input type="checkbox"/>	Partnership agreement	<input type="checkbox"/>
Sole owner	<input type="checkbox"/>	Other: <i>(Please state document proving authorisation)</i>	<input type="checkbox"/>		

If the bidder is a:

- **sole owner** and therefore has the authority to sign the tender, please state this clearly above.
- **company, corporation or firm**, state how the SIGNATORY obtained the authorisation to sign the Proposal (e.g. procurement, company resolution, partnership agreement, etc.)

As proof of this authorisation, I/we attach a certified copy of said documentary proof to this offer.

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

NB. The following proof MUST be produced:

- a) Proof that the person who signed the proposal has the authority to do so.

Failure to provide appropriate documentation as outlined above shall render your proposal invalid.

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6.
FORM OF OFFER

NOTES:

- a No proposal will be considered unless this form has been completed in full, initialled on each page and signed in full on the final page.
- b Documents must be completed in ink or with a ball-point pen and prices must **INCLUDE VAT**.
- c Please circle ('O') the block which is relevant for your answer of 'Yes' or 'No', eg. Yes

To: **The Chief Executive Officer**
TUTEH

Dear Sir/ Madam,

I/We the undersigned have read and understand, and accept the general conditions regarding proposals as stated herein, as well as the additional conditions and specifications as provided in this document, hereby enter my/our proposal for the External Audit Services (**TUTEH-TR01-2021**)

1.1 Total amount tendered: **R** (Inclusive of 15% VAT)

1.2 Amount in words:

1.3 Prices proposed in this document are fixed for the duration of this offer

Yes	No
-----	----

1.4 These prices are clearly detailed in the priced proposal and business plan attached to this document.

Yes	No
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FORM OF OFFER (CONTINUED)

Documentation provided:

I/We have attached to this document:	Tick if submitted		Office use
	Yes	No	
• Proper completion, signing and initial in (each page) of the proposal document	Yes	No	
• A <i>valid</i> SARS Tax Clearance Certificate	Yes	No	
• A <i>valid</i> B-BBEE Certificate	Yes	No	
• proof of company/closed corporation <i>registration</i> and a copy of CM/CK certificates	Yes	No	
• Certified copies of the <i>identity documents</i> of those with equity/shares	Yes	No	
• Proof of Proxy	Yes	No	
• Proof of Bank Account	Yes	No	
• Two (2) years latest Audited Financial Statements	Yes	No	
• One (1) copy of the original bid document, two (2) copies of the original proposal	Yes	No	
• Company profile	Yes	No	
• Proof of registration with Independent Review Board of Auditors (IRBA)	Yes	No	

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FORM OF OFFER (CONTINUED)

Further, I/we hereby agree –

- a) That, if my/our offer is accepted, I/we may be informed of such acceptance by letter or e-mail, and that the Post Office may then be regarded as my/our agent, and that the delivery of such acceptance to the Post Office 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 Pretoria, 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 TUTEH 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 TUTEH's acceptance of it, until a formal contract is concluded between me/us and TUTEH, and that, if TUTEH 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 TUTEH's acceptance of it;
- d) That if the time quoted herein for completion of the project is not adhered to, penalties as stated previously shall be applicable
- e) 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;
- f) That the information submitted is true and correct;
- g) **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 TUTEH.

OR

- ii) Our Company/Closed Corporation member/s, as detailed hereunder, has/have a direct/indirect vested interest in TUTEH:

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

This interest is vested in the following individual/s at TUTEH:

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

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FORM OF OFFER (CONTINUED)

to render all or any of the services described in the attached documents to TUTEH 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:

- 1..1 The proposal herein shall remain binding upon me/us and open for acceptance by TUTEH during the validity period indicated and calculated from the closing time of the tender;
- 1..2 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;
- 1..3 I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.
- 1..4 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:

--

FORM OF OFFER (CONTINUED)

Further, I/we, the undersigned, undertake not to withdraw or cancel this offer for or within hundred and twenty (120) days of the date it should be submitted and agree that TUTEH may accept the offer at any time during the said period of hundred and twenty (120) days

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

Signature/s by proxy:
(of the person/s authorised to sign)

Name of signatory

Capacity of signatory

1. _____

2. _____

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: _____

FORM OF OFFER (CONTINUED)

FORM B 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 hundred and twenty (120) days from date of closure and that it may be accepted at any time during the period of hundred and twenty (120) days.
- (b) as far as I know or is suppose to know, no member of our company has any direct or indirect vested interest in TUTEH. Member/s as detailed hereunder has a direct/indirect vested interest in TUTEH. (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 the last page of this document.

I/We agree that:

- (a) the contract that will be signed between me/us and TUTEH, if successful, would be bound by the laws of South Africa and that the domicilium citandi executandi will be at Pretoria where all legal proceedings will take place.
- (b) if the TUTEH 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 TUTEH acceptance of it, until a formal contract is concluded between me/us and the TUTEH , and that, if TUTEH 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 TUTEH acceptance of it.

Signed at this day of 2021.

.....
Signature of authorized signatory

.....
Capacity

--

7. DETAIL OF BIDDING ENTERPRISE

Detail on this page **MUST** be completed fully. Incomplete forms shall render the offer invalid.

(N/A to be stated if not applicable).

Requirement		Response	
Registered name of company/enterprise			
CIPRO 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/ enterprise		
	ID No.		Income Tax No.
Director / Member (2)	Full Names and Surname		
	Position in company/ enterprise		
	ID No.		Income Tax No.
Director / Member (3)	Full Names and Surname		
	Position in company/ enterprise		
	ID No.		Income Tax No.

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8. CLIENT REFERENCES OF CURRENT AND PREVIOUS CONTRACTS

Provide references from three customers with similar requirements as TUTEH (one reference may be from a TUTEH department or division). These references are to demonstrate your ability to fulfil TUTEH's requirements and demonstrate your ability to maintain satisfied customers. Please attach relevant substantiating documentation to this returnable document.

References from Tertiary institutions will be to your advantage.

(Mark appropriate block clearly with 'x')

Name of Client/Company (1)					
Contract period (in months)				Ongoing	Completed
Value of Contract (per month)					
Type of business rendered					
Contact	Full Name				
	Tel no.		Alternative Tel no.		
	Fax no.		E-mail		
Name of Client/Company (2)					
Contract period (in months)				Ongoing	Completed
Value of Contract (per month)					
Type of business rendered					
Contact	Full Name				
	Tel no.		Alternative Tel no.		
	Fax no.		E-mail		
Name of Client/Company (3)					
Contract period (in months)				Ongoing	Completed
Value of Contract (per month)					
Type of business rendered					
Contact	Full Name				
	Tel no.		Alternative Tel no.		
	Fax no.		E-mail		

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9. LIST OF CURRENT/PREVIOUS SUPPLIERS

Name of Supplier/Company (1)					
Description of Commodity/ Service					
Value of commodities supplied (per month)		R			
Contact	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
Name of Supplier/Company (2)					
Description of Commodity/ Service					
Value of commodities supplied (per month)		R			
Contact	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		
Name of Supplier/Company (3)					
Description of Commodity/ Service					
Value of commodities supplied (per month)		R			
Contact	Full Name				
	Tel no.	()	Alternative Tel no.		
	Fax no.	()	E-mail		

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10.
FINANCIAL STATUS

Details of the specific parties utilised by the company/ enterprise tendering				
Bank	Name			
	Branch			
Finance person	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 TUTEH considers these necessary to evaluate your capacity to offer the service or goods as detailed in this proposal.

Yes

No