ENGINEERING COUNCIL OF SOUTH AFRICA

REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF SUITABLY QUALIFIED SERVICE PROVIDERS TO PROVIDE ASSURANCE, ADVISORY AND FORENSIC INVESTIGATION SERVICES.



UNIQUE IDENTIFIER: ECSA/RFP10/2024 Date: 24 October 2024

(PRIVATE & CONFIDENTIAL)

REFERENCE NUMBER: ECSA/RFP10/2024

ISSUE DATE: 24 October 2024

SUBMISSION CLOSING/DUE DATE: 15 November (Friday) Time: 12h00

Request for proposals (RFP) for the appointment of a suitably qualified service providers to provide assurance, advisory and forensic investigation services.

1. BACKGROUND

The Engineering Council of South Africa ("ECSA") is a statutory body established by section 2 of the Engineering Profession Act, Act 46 of 2000 (EPA). ECSA's primary role is the regulation of the engineering profession in terms of the EPA. Its core functions are the accreditation of engineering programs, registration of persons as professionals in specified categories, maintenance of registration through Continuing Professional Development (CPD) and the regulation of the conduct of registered persons.

1.1. Our mandate

ECSA operates within the ambit of the Built Environment Profession. ECSA is, therefore, a creature of statute, with its mandate anchored in the EPA. ECSA has a myriad of mandates embedded in the Act, which enables ECSA to, interalia:

- i. Decide on any applications for registration by applicants;
- ii. Determine and impose fees and charges, including registration fees, application fees, annual fees and appeal fees;
- iii. Conduct accreditation visits to educational institutions and to grant, refuse and withdraw accreditations;
- iv. Establish mechanisms and minimum standards for registration.

2. PURPOSE OF THE BID

The objective of this Request for Bid is to appoint a suitable Firm, which can provide an independent, objective, professional and Out-Sourced services to ECSA, for assurance, advisory and forensic investigations.

3. SCOPE OF WORKS

The scope of work for this Bid is outlined below:

3.1. Assurance Reviews

- Compile a risk-based Annual & Three-Year Strategic Internal Audit Plan, including the scope of each audit in the annual internal audit plan, aligned to ECSA's 2024/25 Strategic Risk Profile and other relevant risk factors. ECSA is congnisant of the fact that the successful bidder will only have a few months for execution for 2024/25, which should be concluded by 31 March 2025, thus the audits to be executed will be prioritised accordingly.
- Execute internal audits in the approved 2024/25 Internal Audit (IA) Plan.
- Present IA reports to the Executive Management Committee, progress against the IA Plan and other relevant assurance and advisory items.
- Present Progress Reports to the Audit, Risk and Compliance (ARC) Committee detailing progress against the IA plan, to allow effective monitoring and oversight.
- Report on other relevant oversight structures, as and when required.

3.1.1. Conduct Specialist Audits, among others:

- Governance Review; ERM Review; Ethics Review; Compliance Audits; Business Continuity Management; Occupational Health and Safety (OHS); IT related Audits; ISO related Reviews; Internal and External Quality Assurance Reviews (QAR), as and when required.
- Perform Ad-hoc Reviews, as and when required.

3.2. Assurance A: Advisory Reviews

Perform Advisory (Consulting) work, as and when required, without compromising Internal Audit's Independence and Objectivity, as guided by the Institute of Internal Auditors' (IIA) International Professional Practice Framework (IPPF) Standards.

3.3. Assurance B: Forensic Investigations

- The Bidder is expected to have a separate Team responsible to execute Forensic Investigations and Digital Forensic Investigations for ECSA, without compromising the Internal Audit Team's Independence and Objectivity.
- Avail an experienced Forensic Investigation Team led by a Director: Forensics to conduct forensic investigations, as and when a need arises.
- Conduct Forensic and Digital Forensic Investigations. Have access to the latest digital solutions and tools to execute complex investigations, as and when a need arises. The Digital Forensics process must include applying the latest techniques and tools in collecting digital evidence, examining and analyzing it through forensic imaging of electronic media, data recovery and data analytics, and reporting the outcome.
- The Association of Certified Fraud Examiners (ACFE) Digital Forensics Standard for Digital Forensic Practitioners in South Africa states that the Digital Forensic Expert is: "A person who is able to perform some or all of the functions in the digital forensic field with sufficient experience and qualifications in a specific area to testify and express and opinion on such field".
- The Allocated Team must collectively possess the following expertise: Forensics Investigations, Digital Forensics and IT Forensics, among others.

3.3.1. Forensic Data Analysis

Digital forensic analysis must be applied to establish reliable facts from the evidence collected and analyzed, to an extent that should the evidence be questioned, it should be able to withstand scrutiny in a court of law or similar judicial process.

Ensure that the Forensic Data Analyst activities are carried out according to Forensic Data Analyst standard operating procedures. The ACFE Digital Forensics Standard for Digital Forensic Practitioners in South Africa states that the Forensic Data Analyst: "Performs Forensic Data Analyst activities with technical competence and efficiency."

3.3.2. Liaison with law enforcement agencies including foreign agencies

Liaise directly with relevant and applicable law enforcement agencies, where required, to obtain relevant information, expedite the investigation process or manage bottlenecks. This will be based on the nature of forensic and/or digital forensics investigation with a criminal offence or potential criminal offence.

3.3.3. Provide support post the forensic investigation: Disciplinary process etc.

Appear as a witness, post the conclusion of the forensic and/or digital forensics investigation, where required, to support the outcome of the forensic and/or digital forensics investigation report.

Provide further assistance as may be required, and directed by ECSA to articulate applicable charges, participate in disciplinary hearings, testify in civil and criminal proceedings and liaise with law enforcement agencies to efficiently conclude the investigation process.

Advise ECSA of remedial and corrective action available.

3.4. Specialist Skills

Where the "Specialist skills" required by ECSA do not reside internally within the service provider, the Bidder should incorporate their own procurement processes or outsourced arrangement to ensure that the requisite Specialist skill is secured on time to execute ECSA's Specialist Audits or Forensic Investigations etc.

4. KEY DELIVERABLES / EXPECTED RESULTS AND ACTIVITIES/EXPECTATIONS

Over the contract duration, the successful bidder will be required to, among others:

4.1 ASSURANCE AND ADVISORY SERVICES:

- Align to ECSA's ERM Strategy, ERM Policy, Combined Assurance Strategy and Policy, and all applicable oversight structure Terms of References etc. for a consistent understanding and reporting.
- b) Develop an IA strategy and risk-based Annual and Three-Year Strategic Rolling IA Plan aligned to the ECSA's Strategic and Operation Risk Profile, and other relevant risk factors.
- c) Engage Management throughout the development of an integrated IA Plan including the simultaneous review of both the manual and automated controls for a process being audited.
- d) Implement and conclude, the audits in the approved IA Plan by latest 31 March of each year, in line with a risk-based Methodology, aligned to the IIA's Standards and the International Professional Practices Framework (IPPF).

- e) Provide a dedicated IT Team led by an IT Director, to execute IT reviews and provide leadership to the IA function on emerging issues on IT related matters to ensure ECSA remains up to date with the latest developments. Contribute towards ECSA's modernisation, simplification and auditing for the future, on areas relating to IT, among others: Data Analytics; Continuous Auditing and Continuous Monitoring etc.
- f) Continuously engage the ECSA Executive: Combined Assurance to ensure that the Out-source partnership is optimised.
- g) Liaise with and engage the Auditee continuously and report on findings to Management at two levels: Process Owner level and Executive Manager level, once the first level has been consulted.
- b) Upload the electronic files from completed reviews, onto ECSA's platform, to ensure completeness of all deliverables concluded. Comply with ECSA's records management and ISO 9001 Certification requirements, as ECSA is ISO 9001 certified.
- i) Perform Ad-hoc Assurance and Advisory reviews; Forensic Investigations; and any other work agreed with ECSA, as and when requested and required, and report timeously to all relevant stakeholders accordingly. The Out-sourced service provider will acquire the requisite Specialist skills and expertise, if not in possession of same, to execute and conclude deliverables on hand.
- j) Report progress on to the IAP to the Executive: Combined Assurance and attend the Audit, Risk and Compliance Committee and/or the Governing Council (Board) meetings, at least once per quarter or as required.
- k) Collaborate with all Assurance Providers, in line with the ECSA Combined Assurance Model.
- I) Work closely with External Audit to afford ECSA the maximum benefit from the Combined Assurance Model.
- m) Pro-actively provide advice to ECSA on the internal control environment, risk management and governance processes, to continuously improve and address root causes identified in the execution of internal audit reviews.
- n) Ensure that all work conforms to the IIA's IPPF Standards.
- An independent person not part of the Engagement Team within the Firm, agreed with ECSA, should conduct an annual internal Quality Assurance Review (QAR) and report to Management and ARC Committee.
- p) A person external to the Firm should conduct the external QAR once in five (5) years, on the internal audit function, and report to Management and the ARC Committee.
- Provide expert knowledge, advice, support and skills transfer on a consulting basis to the ECSA's Management on the following areas:
 - Governance Processes
 - Enterprise Risk Management
 - Fraud Risk Management
 - Business Continuity Management
 - Quality Management
 - Ethics Management
 - Compliance Management
 - ICT
 - Any other area where a need is identified

4.2 FORENSICS INVESTIGATION

- a) Perform specialised, forensic and digital forensics investigations, in line with ACFE Standards and any other applicable rules and regulations governing forensic and digital forensics investigations. Provide a Director: Forensics and an experienced forensic investigation team to conduct forensic and/or digital forensics investigations for ECSA, as and when required.
- b) Perform digital forensic investigations and forensic Data Analytics, as and when required. Have access to and be able to apply the latest versions of forensic tools and software necessary to execute cyber related or digital forensics investigations.
- c) Apply relevant methodology to conduct the investigation and collect relevant evidence and data, in line with the relevant legislation: Protection of Personal Information (POPIA); Protected Disclosure Act (PDA), etc.
- d) Compile a final "Forensic Investigation" or "Investigation Report" with recommendations, within agreed timelines.
- e) Referring cases of fraud and corruption to the relevant law enforcement agency or any other appropriate agencies / bodies and preparing the necessary documentation for such referrals.
- f) Initiating and supporting criminal and/or civil proceedings and providing expert testimony against ECSA officials, service providers and other parties involved in fraud and corruption incidents at ECSA.

- g) Perform the duties required in terms of this agreement with reasonable skill, care and diligence and in accordance with the standards of care normally expected from the service providers performing a service of a similar nature, and as outlined in the ACFE Standards and Guidelines.
- h) Deliver services professionally, efficiently and efficiently in line with timelines that will be continuously agreed during the life of this contract.
- i) Provide input towards the periodic review of the ECSA Whistleblower Policy and/or Procedure, and the Fraud Risk Management Policy and/or Procedure, as and when required.
- j) Investigations conducted should be treated confidentially in order to protect the integrity of the investigations and the privacy of the parties involved, furthermore investigations must adhere to the conditions for lawful processing of personal information as stipulated by POPIA.

5. CONTRACT DURATION

The contract will be for a period of five years from the date of inception.

6. Evaluation AND SELECTION CRITERIA

ECSA has set minimum standards that prospective bidders must meet to be evaluated and selected as successful bidders. The proposals received will be evaluated in different phases to arrive at the final phase of the award, and the phases will be as follows:

- i. Administrative Criteria (Phase 1) Prospective bidders (s) must submit all required minimum and mandatory documents.
- ii. Technical Evaluation Criteria (Phase 2) The bids will be evaluated according to the criteria set below.
- iii. Price and BBB-EE evaluation Criteria (Phase 3)

6.1. MINIMUM ADMINISTRATIVE REQUIREMENTS – PHASE 1

Note: In this phase all proposals received will be verified for compliance and completeness of the submitted documents as per the below set of mandatory requirements. Prospective bidders who fail to comply with the below requirements may be eliminated and prospective bidders who comply with the below will progress to the next phase of technical evaluation.

6.1.1. Please adhere to the following instructions

- i. Ensure that the documents are completed and signed where applicable.
- ii. Use the prescribed sequence in attaching the annexes that complete the Bid Document
- iii. Should all of these documents not be included or any part of the bid document not dulycompleted, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness.
- iv. Please index and paginate your bid documentation.

Table 1: List of mandatory requirements

Appendix Number	Description of Appendix	Requirement
Appendix A	Standard Bidding Forms	 SBD 1 – Invitation to bid Form SBD 4 – Bidder`s disclosure Form
Appendix B	 Company registration documents 	CIPC certificate

Appendix Number	Description of Appendix	Requirement		
Appendix C	Tax clearance and B-BBEE certificate	 A valid tax clearance certificate A valid B-BBEE certificate or sworn affidavit 		
Appendix D	Company Profile	Company profile indicating experience in relevant services		
Appendix E	Financial Statements / bank rating letter	 Audited financial statement for the last three (3) years or Bank rating letter 		
Appendix F	Professional Body registration	Proof of relevant membership		
Appendix G	Pricing Schedule A completed pricing sch per annexure C			

6.2. TECHNICAL EVALUATION POINT ALLOCATION – PHASE 2

Only prospective bidders (s) that have met the administrative criteria in Phase 1 will be evaluated in Phase 2. Prospective bidder(s) that achieve a minimum threshold of 59 points (70%) out of 84 points for the functionality capabilities will proceed to Phase 3.

Table 2: Documents for evaluation purposes

Appendix I	Curriculum vitae	 Completed CVs as per Annexure A: Core Internal Audit Team IT Audit Team Forensic Investigation`s team Specialist Skills and Expertise
Appendix J	Reference Letters	Relevant reference letters

TABLE 3: TECHNICAL EVALUATION CRITERIA

#	CRITERIA	WEIGHT (100%)		SCORE POINTS						
1.	CORE TEAM: - Director	16	<u>13 PO</u>	13 POINTS: POINTS ARE ALLOCATED PER ROW 1 TO 3, COLUMN 2 TO 4 BELOW:						
	 Senior Manager / Manager Senior Internal Auditor Include CVs of the Core Team, detailing: 			#	1. Designation	2. IA, RM & Gov Experience (All Inclusive Years)	3. Relevant Qualifications	4. Relevant Regulatory Body Membership: IIA		
	 The number of years' experience in internal audit, risk management and governance; Relevant qualifications; and Individual Membership details to the Institute of Internal Auditors (IIA) 		1	Director: Internal Audit + Risk Management + Governance (Black Female)	15 and above [3 points] 13 -14 [2 points] 11- 12 [1 points] Less than 11 [0 points]	CIA / CA(SA) [1 Point]	IIA Associate = [1 Point] Additional Points: IRMSA = [1 Point]			
			2	Senior Manager/Manager: Internal Audit + Risk Management + Governance	8 and above [3 points] 6 -7 [2 points] 4-5 [1 points] Less than 4 [0 points]	Honours Degree: Internal Audit/Accounting or Equivalent [1 Point]	IIA Associate = [1 Point] Additional Points: IRMSA = [1 Point]			
			3	Senior Internal Auditor: Internal Audit	5 [1 Point]	Bachelor'sdegree:InternalAudit,accountingorEquivalent[1 Point]	Associate = [1 Point]			
2.	IT Audit Team:	12	<u>10.5 P</u>	OINTS: POINTS ARE	ALLOCATED PER	ROW 1 TO 3, COLUMN	<u>1 2 TO 4 BELOW:</u>			

#	CRITERIA	WEIGHT (100%)			SCORE PC	DINTS	
	 Director IT Senior Manager / Manager Senior IT Auditor Include CVs of the IT Team, detailing: The number of years' experience in IT 		#	1. Designation	2. IT Audit Experience (All Inclusive Years)	3. Relevant Qualifications	4. Relevant Regulatory Body Membership: ISACA / CISA / CRISC or Equivalent
	 experience in IT Governance; Applications Control; General Controls; Network Infrastructure; Cyber Security; ERP Pre & Post Implementation Reviews; Relevant qualifications; and Individual Membership details to Information Systems Audit and 		1	IT Director: IT Governance; Applications Control; General Controls; Network Infrastructure; Cyber Security; ERP Pre & Post Implementation Reviews.	12 [2 points] 10 [1 point] 8 [0.5 point]	Certified Information Systems Auditor (CISA) or Certification in the Governance of Enterprise IT (CGEIT) or Certified in Risk and Information Systems Controls (CRISC) or Equivalent [1 Point]	Relevant membership [1 Point]
	Control Association (ISACA) or equivalent relevant IT Regulatory Body.		2	IT Senior Manager/Manager: IT Governance; Applications Control; General Controls; Network Infrastructure; Cyber Security; ERP Pre & Post Implementation Reviews.	8 [2 Points] 6 [1 point] 4 [0.5 point]	Honour's Degree: IT related studies or Equivalent [1 Point]	Relevant membership [1 Point]
			3	Senior IT Auditor: IT Governance; Applications Control; General Controls; Network Infrastructure; Cyber Security; ERP Pre & Post	6 [2 Points] 4 [1 point] 2 [0.5 point]	Bachelor's degree: IT related studies or Equivalent [1 Point]	Relevant membership [1 Point]

#	CRITERIA	WEIGHT (100%)		SCORE POINTS					
				Implementation Reviews.					
3.	Forensic Investigation's Team: Include CVs of the Forensic	15	<u>10.5 PC</u>	DINTS: POINTS ARE	ALLOCATED PE	R ROW 1 TO 3, COLUMN 2	2 TO 4 BELOW: 4. Relevant		
	 Investigation Team, detailing: The number of years' experience in Forensic 		#	1. Designation	Experience (Years)	Qualifications	Regulatory Body Membership: ACFE / ICFP or Equivalent		
	 Investigations; Relevant qualifications; and Individual Membership details to the Association for Fraud Examiners 	elevant qualifications; d dividual Membership tails to the Association Fraud Examiners CFE) or equivalent evant Forensics egulatory body. he Allocated Team must llectively possess the lowing expertise: orensics Investigations,			1	Director: Forensics	12 [2 Points] 10 [1 Points] 8 [0.5 point]	Certified Fraud Examiner / Post Graduate Qualification in Forensics or Equivalent [1 Point]	Relevant membership [1 Point] Additional Points: Ethics Institute = [1 Point]
	 relevant Forensics Regulatory body. The Allocated Team must collectively possess the 		2	Senior Manager/Manager: Forensics	8 [2 Points] 6 [1 Points] 4 [0.5 point]	Honour's Degree: Forensics related studies or Equivalent [1 Point]	Relevant membership [1 Point] Additional Points: Ethics Institute = [1 Point]		
	 Forensics, among others. 		3	Senior Forensics Auditor:	6 [2 Points] 4 [1 Points] 2 [0.5 point]	Bachelor's degree: Forensic related studies or Equivalent [1 Point]	Relevant membership [1 Point] Additional Points: Ethics Institute = [1 Point]		

#	CRITERIA	WEIGHT (100%)	SCORE POINTS
4.	 References: Assurance Details of current Internal Audit clients, must include all the below requirements: Contact person's Name, Surname, contact details: telephone/cell number and e-mail address; Nature of work provided; Duration of the work/contract; Details of achievements at that client, if any. 	10	Bidders to demonstrate experience and expertise of providing and managing Assurance and Advisory Services, at either Private or Public Sector, by submitting Reference letters from their clients, on the client's letterhead. Bidders to provide contactable references by completing Annexure B where Assurance and Advisory Services have been provided and managed for the last five (5) or more years in the Private or Public Sector. 5 letters= <u>Ten Points:</u> (10) 4 letters = <u>Eight Points:</u> (8) 3 letters= <u>Six Points:</u> (6) 2 letters= <u>Four Points:</u> (4) 1 letter = <u>Two Point</u> (2) 0 letters= <u>No Points:</u> Referee details not submitted / outdated
5.	 Assurance Services provided to a Regulatory Body, similar to ECSA. (The same client's name listed in 4 above can be included in 5, for the additional 3 points, relating to experience with a Regulatory Body.) must include all the below requirements: Contact person's Name, Surname, contact details: telephone/cell number and e-mail address; Nature of work provided; 	3	3 = One or more Reference(s) provided, that are a Regulatory Body similar to ECSA in nature.

#	CRITERIA	WEIGHT (100%)	SCORE POINTS
	 Duration of the work/contract; Details of achievements at that client, if any. 		
6.	 References: Forensic Investigations Details of current Forensic Investigations clients must include all the below requirements: Contact person's Name, Surname, contact details: telephone/cell number and e-mail address; Nature of work provided; Duration of the work/contract; Details of achievements at that client, if any. (The same client's name listed in 4 and 5 above can be included in 6, relating to experience in Forensic services.) 	10	Bidders to demonstrate experience and expertise of providing and managing Forensic and Digital Forensics Investigation Services, at either Private or Public Sector, by submitting Reference letters from their clients, on the client's letterhead. Bidders to provide contactable references by completing Annexure B where Forensic Investigation and Digital Forensics Services have been provided and managed for the last five (5) or more years in the Private or Public Sector. 5 letters = <u>Ten Points:</u> (10) 4 letters = <u>Eight Points:</u> (8) 3 letters = <u>Six Points:</u> (6) 2 letters = <u>Four Points:</u> (4) 1 letter = <u>Two Point (</u> 2) 0 = <u>No Points:</u> Referee details submitted / outdated
7.	Forensic Services provided to a Regulatory Body, similar to ECSA. (The same client's name listed in 4, 5 and 6 above can be included in 7, for the additional 3 points, relating to experience with a Regulatory Body.) must include all the below requirements:	3	3 = One or more Reference(s) provided, that are a Regulatory Body similar to ECSA in nature.

#	CRITERIA	WEIGHT (100%)				SCORE POINTS	
8.	 Contact person's Name, Surname, contact details: telephone/cell number and e-mail address; Nature of work provided; Duration of the work/contract; Details of achievements at that client, if any. 	15	15	DOINTS ALL		ITTING AUDITED ANNUAL F	
0.	Sustainability	IJ	15			EARS, AS PER THE TABLE B	
	Submit Audited Annual Financial Statements for the last three financial years.		#	Financial Year	Audited AFS submitted (Yes/No)	Going Concern @ Year- End (Yes/No)	
			1	Year 1			Yes = Five (5) Points No = Zero (0) Points
			2	Year 2			Yes = Five (5) Points No = Zero (0) Points
			3	Year 3 (Most recent) Total cumula	ative Points		Yes = Five (5) Points No = Zero (0) Points Maximum 15 Points
	Total Points	84					

6.3. PRICE AND B-BBEE EVALUATION (PHASE 3):

□ Stage 1 – Price Evaluation

• Prospective bidders must clearly indicate their respective proposed tariffs on the pricing model attached as annexure C.

Stage 2 - B-BBEE Evaluation

- ECSA is committed to encouraging black economic empowerment through providing opportunities to historically disadvantaged individuals.
- B-BBEE points may be allocated to prospective bidders on submission of the following documentation or evidence:
 - A valid B-BBEE Certificate or sworn affidavit

ANNEXURE A: CV TEMPLATE

Appendix 6: CV Template

CURRICULUM VITAE TEMPLATE CURRICULUM VITAE OF NAME & SURNAME ADD A COLOUR PHOTOGRAPH

1. PERSONAL DETAILS

Current Designation:

<mark>XX</mark>

Nationality:

South African etc.

Total Number of Year's working experience, relevant to the scope of work: XX

Age:

<mark>ХХ</mark>

2. QUALIFICATIONS

#	Name of the Institution	Qualification	Year Obtained
1			
2			
3			

3. PROFESSIONAL AFFILIATIONS (List applicable body and Membership No. here)

- Member: Institute for Internal Auditors South Africa (IIA SA) Member Number
- Member: Institute of Risk Management South Africa (IRMSA) Member Number
- Member: Institute of Directors (IoD) Member Number
- Member: Association of Certified Fraud Examiners (ACFE) Member Number
- Etc.
- 4. PROFESSIONAL EXPERIENCE (Start with the current employer, experience relevant to the Scope of work for this Tender)

ENTITY NAME 1: DESIGNATION – START DATE TO CURRENT DATE Total Duration in this role: XX Years

- XX. (Summarise the relevant experience in bullet points.)
- XX
- XX

ENTITY NAME 2: DESIGNATION – START DATE TO END DATE Total Duration in this role: XX Years

- XX. (Summarise the relevant experience in bullet points.)
- XX

ENTITY NAME 3: DESIGNATION – START DATE TO END DATE (End with the 1st relevant job.) Total Duration in this role: XX Years

- XX. (Summarise the relevant experience in bullet points.)
- XX
- 5. CLIENT SYNOPSIS (Include the details of all clients serviced in relevant areas to the Scope of Work)

#	Name of the client	Nature of service rendered (Internal audit / Risk Management / Governance / IT Audit / Forensics etc.)	Period
1			
2			

ANNEXURE B: REFERENCES TEMPLATE

ASSURANCE & ADVISORY SERVICES

#	Client Name	Contact Pers	on:		Nature of work	Duration of work		Achievement, if any
		Designation	Name &	e-mail	provided	Start	End	
			Surname	address/Telephone/ Cell Number		Date	Date	
1								
2								
3								
4								
5								
6								

ASSURANCE & ADVISORY SERVICES: REGULATORY BODY EXPERIENCE

#	Client Name	Contact Person:			Nature of work	Duration of work		Achievement, if any
		Designation	Name & Surname	e-mail address/Telephone/ Cell Number	provided	Start Date	End Date	
1								
2								
3								

FORENSIC SERVICES:

#	Client Name	Contact Person:			Nature of work	Duration of work		Achievement, if any
		Designation	Name &	e-mail	provided	Start	End	
		-	Surname	address/Telephone/		Date	Date	
				Cell Number				
1								
2								
3								
4								
5								
6								

FORENSIC SERVICES: REGULATORY BODY EXPERIENCE

#	Client Name	Contact Person:			Nature of work	Duration of work		Achievement, if any
		Designation	Name &	e-mail	provided	Start	End	
			Surname	address/Telephone/ Cell Number		Date	Date	
1								
2								
3								

ANNEXURE C: PRICING SCHEDULE

#	Designation	Rate per hour						
		Year 1: 2024/25	Year 2: 2025/26	Year 3: 2026/27	Year 4: 2027/28	Year 5: 2028/29		
	Internal Audit Team							
1	Director: Internal Audit							
2	Senior							
	Manager/Manager							
3	Senior Internal Auditor							
4	Internal Auditor							
	IT Team							
5	Director: IT							
6	Senior							
	Manager/Manager: IT							
7	Senior IT Auditor							
8	IT Auditor							
	Specialist Reviews							
9	Specialist							
	Forensic							
	Investigations							
10	Director: Forensics							
11	Senior							
	Manager/Manager:							
	Forensics							
12	Senior Forensic Auditor							
	Average Rate for all							
	services, excl VAT							
13	Disbursements							
14	VAT							
15	Average Rate							
	including VAT &							
	Disbursements							

Travel will be reimbursed in line with the SARS rate per kilometer.

7. LIABILITY

The successful prospective supplier shall be liable to ECSA for any direct damages and/or losses incurred by ECSA due to failure by the prospective supplier to perform its obligations in the manner required by the Service Level Agreement signed by the parties.

The successful prospective supplier shall further be liable to ECSA for all indirect and consequential or special damages and/or losses suffered by ECSA as a result of gross negligence, willful misconduct, a breach of confidentiality provisions stipulated in the signed Service Level Agreement between the parties, breach of applicable laws, infringement of a third party's intellectual property rights, or a criminal act committed by the prospective supplier or any employees of the prospective supplier.

8. PROSPECTIVESUPPLIER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS

This document contains the terms and conditions of this bid, and prospective suppliers must not modify / qualify the specifications or come up with their own terms and conditions. ECSA reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

9. PREPARATION COSTS

The prospective supplier will bear all its costs in preparing, submitting, and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the prospective suppliers in the preparation of their response to this bid.

10. INDEMNITY

If a prospective supplier breaches the conditions of this bid and, as a result of that breach, ECSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the prospective supplier indemnifies and holds ECSA harmless from any and all such costs which ECSA may incur and for any damages or losses ECSA may suffer.

11. LIMITATION OF LIABILITY

A prospective supplier participates in this bid process entirely at its own risk and cost. ECSA shall not be liable to compensate a prospective supplier on any grounds whatsoever for any costs incurred or any damage suffered as a result of the prospective supplier's participation in this bid process.

12. TAX COMPLIANCE

No bid shall be awarded to a prospective supplier whose tax affairs are not in order. ECSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful prospective supplier in the event that it is established that such prospective supplier was in fact not a tax compliant at the time of the award. ECSA further reserves the right to cancel a contract with a successful prospective supplier in the event that such prospective supplier does not remain tax compliant for the full term of the contract.

13. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a prospective supplier's submission will be disclosed by any bidder or other person not officially involved with ECSA' examination and evaluation of a tender/ bid.

Throughout this bid process and thereafter, prospective suppliers must secure ECSA' written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disgualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a prospective supplier will be disclosed to a prospective supplier or any other person not officially involved with such process.

14. INTELLECTUAL PROPERTY

ECSA retains ownership of all Intellectual Property rights in the bid/ tender information documents that form part of this RFP. Prospective suppliers will retain the Intellectual Property rights in their bid/ tender responses, but grant ECSA the right to make copies of, alter, modify, or adapt their responses, or to so anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

15. TERMS & CONDITIONS OF THE APPLICATION

- ECSA reserves the right without furnishing any reasons whatsoever, to cancel, withdraw or re-advertise, or to appoint or not to appoint any of the Service Providers.
- ECSA may request clarification or further information regarding any aspect of the prospective supplier. The prospective supplier must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the prospective supplier may be disqualified.
- The Bid and supporting documents shall be submitted strictly in accordance with the instructions given in these ToR's.
- All prices quoted must be VAT inclusive. ECSA will not provide upfront payments.

16. BID SUBMISSION

The Bid/ proposal must be emailed to <u>ECSA-TENDERS@ECSA.CO.ZA</u> by no later than **12H00** on **15 NOVEMBER 2024**.

- Do not send submissions to email addresses other than ecsa-tenders@ecsa.co.za
- The completed bid must be attached to the email, any text included in the body will not be evaluated.
- The email subject should clearly indicate the name of the service provider and the bid reference number. If amending a submission, the title of the email should also include the word amendment.
- Example: Company ABC, ECSARFP10/2024
- Example: Company ABC, Amendment to ECSARFP10/2024
- If the submission is larger than 20 MB, please zip the folder to reduce size, and or submit in parts referencing each submission accordingly.
- Where a response is not submitted at the time of the bid closing date, such submission will not be evaluated.
- Submissions must be made in PDF format only; no editable documents will be accepted.
- PDF documents submitted must not be protected.
- Failure to adhere to the above submission rules may lead to disqualification.

ECSA is entitled to amend any application condition, validity period, specification, or extend the return date of such an application before the closing date. All applicants to whom the application documents have been issued will be advised in writing of such amendment or of extensions, promptly.

17. RETENTION OF APPLICATIONS

All applications submitted shall become the property of ECSA. ECSA will make all reasonable efforts to maintain applications in confidence. Proprietary information should be identified in each application.

18. CANCELLATION AND RE-INVITATION OF BIDS

The decision to cancel a bid will be published in the same media in which the original bid invitation was

19. VENDOR COMMUNICATIONS

During the application period, communication between applicants and ECSA will only be in writing through email for any queries and questions. All communications, correspondence, documentation, manuals, applications, presentations, demonstrations etc., must be in English.

All questions concerning the Application must refer to the Application page number, section, and paragraph. All questions and correspondence must only be directed at the authorized ECSA Application Representatives, listed below:

19.1. General Enquiries:

Supply Chain Management: Ms. Nthabiseng Somoro Telephone number:(011) 607 9534 Email address: <u>nthabiseng@ecsa.co.za</u>