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**PARLIAMENT**  
OF THE REPUBLIC OF SOUTH AFRICA

**INVITATION TO BID:  
B3/2024: PROVISION OF  
SHUTTLE SERVICES FOR  
PARLIAMENT OF RSA**

**Invitation to BID**

**BID NUMBER: B3/2024**

**BID DESCRIPTION: Provision of Shuttle Services for Parliament of RSA**

You are hereby invited to Bid for the Parliament of the Republic of South Africa.

Issue Bid	04 May 2024
Virtual Compulsory Briefing Session	N/A
Closing Date & Time	24 May 2024 at 12H00

1. This Bid bundle consist of the following documents:
  - 1.1 This letter of invitation to Bid.
  - 1.2 Background to Parliament..... Annexure A.
  - 1.3 Specific Conditions of Contract (SCC) ..... Annexure B.
  - 1.4 Tax Clearance Requirements..... Annexure C.
  - 1.5 Bid Terms of Reference (TOR)..... Annexure D.
  - 1.6 Contractual Obligations ..... Annexure E.
  - 1.7 Declaration of Interest.....Annexure F
  - 1.8 Bid Declaration ..... Annexure G.
  - 1.9 Declaration of Bidders past procurement practices..... Annexure H.
  
2. This B3/2024 bid submissions must be emailed to [tenders@parliament.gov.za](mailto:tenders@parliament.gov.za) not later than the closing date and time as stipulated above. Late submissions will not be considered.
  
3. Further information regarding this Bid may be obtained from Mr N Ntanjana on e-mail [tenders@parliament.gov.za](mailto:tenders@parliament.gov.za)

<b>Name</b>	<b>Signature</b>	<b>Date</b>

**FOR SECRETARY TO PARLIAMENT**

## **ANNEXURE A**

### **Background to Parliament**

The Constitution of the Republic of South Africa sets a single, sovereign democratic state where government is constituted as national, provincial and local spheres of government which are distinctive, interdependent and interrelated. On the national sphere governance is effected through Parliament, the Executive and the Judiciary.

Parliament represents the people and ensures government by the people under the Constitution, as well as represents the provinces in the national sphere of government.

In this Parliament's vision is to build an effective people's Parliament that is responsive to the needs of the people and that is driven by the ideal of realising a better quality of life for all the people of South Africa.

Please visit our full Strategic Plan at [www.parliament.gov.za](http://www.parliament.gov.za)

## **ANNEXURE B: SPECIFIC CONDITIONS OF CONTRACT**

### **VALIDITY**

1. This Bid and all proposals (costs included) shall remain binding and valid for a period of one-hundred and twenty (120) days calculated from the closing date of the Bid.
2. Parliament reserves the right to notify bidders in writing to extend the above validity period for another sixty (60) days if deemed in the interest of Parliament.
3. Any additional extension after the above days, Parliament will request approval from bidders received.

### **Documents**

4. Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the service provider organisation responsible for leading the bid process and to whom all correspondence should be directed.
5. The Bid shall be signed by a relevant company or close cooperation (CC) representative who has the relevant authority to sign legal and binding contracts on behalf of the company or CC.
6. **If any part of this Bid is not duly filled in and signed in ink it may invalidate the Bid. Where alterations have been made to any part of the Bid, the Bidder must sign next to such alteration.**
7. **All Bids must be submitted on the official forms (not to be retyped). The Bidder's must initial all the pages of this bid to acknowledge acceptance of understanding. The signed bid must be returned with the proposal.**
8. The bidder must certify that the personnel identified in its response to this Bid will be the persons actually assigned to Parliament. Any changes in the personnel from those identified in the response to the Bid must be approved by Parliament. Parliament may, at its discretion, require the removal and replacement of any of the bidder's personnel who do not perform adequately.
9. The company, its directorship and personnel assigned will be subject to vetting by Parliament's Protection Services. A register of particulars will be requested of the successful company.



### **Joint Ventures or Consortiums**

10. Ensure one responsible lead bidder in the case of a consortium.
11. Where Joint Ventures or Consortiums are formed, the Supplier Accreditation Form (SAF) shall be filled in, in respect of every entity or company participating in the Joint Venture or Consortium.
12. A Copy of the Joint Venture Consortium agreement must be attached.

### **Virtual Compulsory Bid Briefing Session**

**N/A**

### **Format for the submission of Bid proposals**

13. This Bid must be submitted in accordance with the format, times and place as prescribed in the Bid document.
14. **All responses must conform to instructions. Failure to provide relevant information, signatures or any other requirements of this Bid will be considered appropriate cause for rejection of the response and will result in instant disqualification.**
15. Proposals must be submitted with the sections and/or subsections clearly marked. All pages must be numbered consecutively.
16. Bidders must use the checklist below to ensure completeness of their bid submission.

**\*NB: Bid Compliance Checklist**

If you do not submit the following documents your bid may be disqualified automatically:

No.	Description of requirement	
a)	Completion of ALL bid documentation (includes ALL declarations and Commissioner of Oath signatures required)	
b)	A valid and original Tax Clearance Certificate or pin (valid as at the closing date of this bid)	

If you do not submit the following documents your bid will be considered non-compliant and these documents must be made available should an award be made:

No.	Description of requirement	
a.	Proof of Registration, Certificate of Incorporation or CK1.	
b.	Proof of Ownership	
c.	Certificate to Commence Business	
d.	Certificate of Change of Name or CK2 (if applicable)	
e.	Joint Venture / Consortium agreement / Trust Deed (if applicable)	

**Non-submission of information that will be scored on functionality will lose points on functionality**

**Submission of bids**

17. The electronic bid submissions must be emailed to [tenders@parliament.gov.za](mailto:tenders@parliament.gov.za) on or before the closing date and time. No faxed copies will be accepted.

**Time frames**

18. Bidders are advised that Parliament reserves the right to change any of the dates indicated.
19. The timing and sequencing of events resulting from this Bid will be determined by Parliament.

**Ownership of Proposals**

20. All proposals in response to this bid, whether successful or unsuccessful, will become the property of Parliament.
21. Any costs incurred by the service providers in preparing and submitting their response to the RFB will be the sole responsibility of the service provider.

## Preferential Point System

22. The following preference point systems are applicable to all bids:
- a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
23. The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 23.1 Preference points applicable for this bid will be 80/20. Points will be awarded for:
- |     |                               |    |
|-----|-------------------------------|----|
| (a) | Price                         | 80 |
| (b) | Specific HDI and/or RDP Goals | 20 |

### Calculation of points for HDI and/or RDP Goals

Points must be awarded to a bidder for supplying the supporting documents as listed in the table below:

Specific goals:	Number of points:	Bidders must supply the following documents when claiming preference points:
HDI GOALS		
Black	6	ID Document
Women	3	ID Document
People with disabilities	2	Medical Certificate
RDP GOALS		
Youth	4	i) ID Document
Promotion of SMMEs	5	Annual Turnover

**HDI – Historically Disadvantaged Individual** as defined in Parliament’s Preferential Procurement Policy.

**RDP – Reconstruction and Development Programme** as defined in the Government Gazette Notice No. 1954 of 1994.

## **Discounts**

- 24 When calculating comparative prices, Parliament will take into account any discounts which have been offered unconditionally.
- 25 A discount which has been offered conditionally will be implemented when payment is effected despite not being taken into account for evaluation purposes.

## **Bid Declaration**

- 26 Only a bidder who has completed and signed the declaration part of the tender documentation will be considered for preference points.

## **Visits / Meetings / Inspection**

- 27 As part of the adjudication process Parliament may request certain providers to organize a visit to an existing facility under the management of the service provider to gain an understanding of the provider's service standards.
- 28 Parliament may require presentations or meetings with bidders, at the cost of bidders, as part of the evaluation process to provide further information, submission of substantiating documentation or clarification to Parliament as deemed necessary.

## **Award of Bid**

- 29 The award of this Bid by the Secretary to Parliament shall constitute a binding contract, and such acceptance may be by letter, email or facsimile message.
- 30 The Secretary to Parliament may award this Bid to more than one successful Bidder, either in full or in part.
- 31 Parliament reserves the right not to award this contract.
- 32 Service Level Agreements, where applicable, will be concluded with the successful service provider.

## **Subcontracting**

- 33 A person awarded a contract may not sub-contract any part of the contract after an award has been made. Bidders must indicate upfront their intention to sub-contract and submit the sub-contractors relevant documentation.

## **Other**

- 34 Parliament may amend or cancel this Bid before the award should Parliament deem it necessary.



## Security and occupancy

### 35 Security

All the areas covered by this contract fall within areas defined in the relevant Security and Access Acts as “Restricted Areas” and all of the provisions of these Acts will apply to this contract.

All buildings involved in this contract are subject to stringent access control for all personnel and for materials delivered to and removed from the site. In addition, all workmen and staff on site or in any way involved in this contract are subject to **prior** security clearance.

Bidders will be required to submit a list of the minimum sufficient persons required affecting the work on site plus those directly involved on site with this contract. If any person is rejected for security reasons Bidder will be required to replace them on their list. If the Bidder is ultimately unable to offer personnel with satisfactory security clearance his Bid may be rejected on such grounds.

Any person rejected by the SAPS for failing to meet the security requirements, inclusive of security clearance, wandering away from an escort or from the immediate contract area, or any misconduct on the site will immediately, without any recourse by the Contractor, be removed from site and refused re-entry to site. This refusal to site shall be in addition to any legal action the SAPS may institute.

Successful Bidder will be required to hand in to the Department within Forty-Eight (48) hours after being requested, following formal acceptance of the Bid, the following information:

- Full names of each of the persons intended to be utilized on site, including supervisory staff.
- Position in firm plus service to be performed.
- Intended areas they will be working in.
- A copy of Identification Document, certified as a true copy of the original by the SAPS.  
– Such document shall be the original certified copy.
- Home address.

The Bidder are recommended to have such documentation, both for their own staff and for their Sub-contractors, if applicable, available prior to the closing date of Bids so as to minimise delays in security clearance of personnel once the Bid is awarded.

Any time lost due to delays in submitting the called for list of personnel required entering

site, the rejection of personnel on the list, or the subsequent removal and banning from site of personnel will not be accepted as motivation for extension of the contract period.

Such clearance for this project shall remain valid for a period not exceeding 12 months and shall only apply for this project.

In addition, the Oath of Secrecy form attached to this Bid document shall be fully completed and every person having necessity to observe or work with any part of documentation relating to this project is it on or off site.

Legible copies of the Oath of Secrecy document may be made. *(will be provided to the successful bidder)*

### **36 Safeguarding of documents**

This project has been classified by the authorities as “Confidential”. As such, all specifications and drawings must be kept in a safe place at all times, and under no

circumstances may they be shown or distributed to parties not directly concerned with the project.

All documents will be individually numbered on issue and records kept as to what documents have been issued to whom.

It will be the responsibility of the service provider to ensure that drawings do not get issued to unauthorized persons, that all superseded drawings are kept in a secure place until they have been destroyed, and that current drawings are kept in a safe and secure environment.

All documents issued to sub-contractors or suppliers must be signed for, and such sub-contractors and suppliers must also accept responsibility for the safeguarding of such documents while they are in their possession.

All documentation shall be strictly handled as set out in the NIA Minimum Information Security Standards (MISS), a copy of which shall be provided to the successful contractor at the time of site hand over.

It will be the main contractor's responsibility to familiarise themselves with the MISS document and make sure his personnel and sub-contractors are advised accordingly.

### 37 General Conditions of Contract (GCC)

- a) Parliament cannot award contracts to provide goods or services to a Member of Parliament or Cabinet, a Member of a Provincial Legislature or Member of a Provincial Executive Council, a municipal councillor, a person in the employ of the state whose participation in bidding for the contract may result in a conflict of interest, or any entity in which any of the mentioned persons is a Director or has controlling or other substantial interest.
- b) Where a joint venture / partnership submits an offer for this bid, a joint venture / partnership agreement must be attached, which specifies the names of the companies that have formed the joint venture / partnership, the name of the joint venture / partnership. Companies that are members of the joint venture / partnership will be individually required to comply with tax compliance requirements by the South African Revenue Services (SARS).
- c) Parliament reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder, if such bidder has been awarded a bid by Parliament or has performed services for Parliament during the last twelve (12) months prior to the closing date of the bid.
- d) In terms of Section 4(1) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor/s was/were involved in:
  - i. Directly or indirectly fixing a purchase or selling price or any other trading condition,
  - ii. Dividing markets by allocating customers, suppliers, territories or specific types of goods or services, or
  - iii. Collusive bidding.

Please visit [www.parliament.gov.za](http://www.parliament.gov.za) for detailed document.

## **ANNEXURE C: TAX CLEARANCE REQUIREMENTS**

IT IS A CONDITION OF BIDDING THAT –

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations (Proof from SARS must be submitted).
2. Bidders may submit a valid tax pin number or submit an **original and valid** Tax Clearance Certificate in order not to invalidate the bid. ***“Refer to page 6 “Bid Compliance Checklist”.***
3. No contract shall be concluded with any bidder whose tax matters are not in order Prior to the award of a bid, Parliament must be in possession of an original tax clearance certificate, or tax pin number submitted by the bidder.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate or tax pin number.

## **ANNEXURE D**

# **PROVISION OF SHUTTLE SERVICES FOR PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA**

## **Request for Bids (RFB)**

## **Terms of Reference**



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## 1. BACKGROUND

Parliament of the Republic of South Africa (RSA) makes use of shuttle services to transport Members of Parliament, Parliamentary guests and Parliamentary staff on an as-and-when required basis. The successful service provider will transport Members of Parliament, Parliamentary guests and Parliamentary staff within the boundaries of the Western Cape.

## 2. OBJECTIVES

The broad objectives of this RFB include:

- To provide prospective service providers with adequate information to understand and respond to Parliament of the RSA's requirements for shuttle services for Members of Parliament, Parliamentary guests and Parliamentary staff.
- To ensure uniformity in the responses received from each prospective service provider.
- To provide a structured framework for the evaluation of proposals.

## 3. PURPOSE OF THE REQUEST FOR BID (RFB)

Parliament of the RSA (hereon in this document referred to as "Parliament") seeks to identify and appoint a suitable and experienced service provider/s for the provision of shuttle services to Parliament for a period of three (3) years.

## 4. SCOPE OF THE REQUIRED SERVICE

- 4.1 The successful bidder/s is expected to perform 24-hour shuttle services as follows:
  - 4.1.1 Provide shuttle services for Members of Parliament, Parliamentary guests and Parliamentary staff within the boundaries of the Western Cape.
  - 4.1.2 Provide shuttle services to and from Cape Town International Airport for Members of Parliament, Parliamentary guests and Parliamentary Staff as and when required.
  - 4.1.3 Provide shuttle services for Members of Parliament, Parliamentary guests and Parliamentary staff with disabilities on specialized vehicles.
  - 4.1.4 Transport Members of Parliament, Parliamentary guests and Parliamentary staff in accordance with the instructions as contained in the official order.

## 5. PROJECT DELIVERABLES

- a) The successful bidder must have provided 24-hour shuttle services as follows:
- i) Shuttle services provided to Members of Parliament, Parliamentary guests and Parliamentary staff within the boundaries of the Western Cape.
  - ii) Shuttle services provided to and from Cape Town International Airport for Members of Parliament, Parliamentary guests and Parliamentary staff as and when required.
  - iii) Shuttle services provided to Members of Parliament, Parliamentary guests and Parliamentary staff with disabilities on specialized vehicles.
  - iv) Transport Members of Parliament, Parliamentary guests and Parliamentary staff in accordance with the instructions as contained in the official order.



**6. MANDATORY SUBMISSION REQUIREMENTS**

All bidders that fail to attach the required documents will be disqualified.

Description of requirement	Indicate Yes / No	Comment or reference to profile
6.1. Bidders must submit proof of ownership and/or registration certificates of all vehicles and/or a valid third-party agreement for leased vehicles.		
6.2. Bidders must submit a business profile [refer to Section 9.2 (f)].		
6.3. Bidders must submit valid proof of comprehensive insurance for each vehicle.		
6.4. Bidders must submit CVs of a minimum of two (2) administrative support staff and a dedicated Account Manager indicating a minimum of three (3) years individual relevant experience.		
6.5. Bidders must submit a list of all drivers and certified copies of their: <ul style="list-style-type: none"> <li>• ID documents</li> <li>• Professional Driving Permits</li> <li>• Unendorsed licenses issued in terms of the Road Traffic Act, Act 29 of 1989, as amended and other laws that regulate transport in the country.</li> </ul>		
<p><b>I..... (name)..... (signature) duly authorised by the bidder, hereby confirm that I have read and that this bid complies with the above mandatory requirements.</b></p>		



Description of requirement	Indicate Yes / No	Comment or reference to profile
<p>6.6. Bidders must submit a minimum of three (3) positive references where similar services (experience in delivering shuttle services, not car rental or hiring of vehicles) have been undertaken in the last four (4) years. Bidders' references must complete Annexure A.</p>		
<p>6.7. Bidders must submit a draft operational plan which includes the following:</p> <ul style="list-style-type: none"> <li>• Details of local helpdesk (call-logging facility) specifying logging of bookings, escalation procedures, after-hours call logging procedure and a 24-hour roadside support/assistance line.</li> </ul> <p><b>NB:</b> Parliament working hours (08h00 until 17h30). After hours are from 17h30 – 08h00 the following morning (including weekends and public holidays).</p> <ul style="list-style-type: none"> <li>• Bidders must submit safety implementation plan</li> <li>• A dedicated manager assigned to deal with Parliament's account and co-ordination of all its requirements.</li> </ul>		
<p>I..... (name)..... (signature) duly authorised by the bidder, hereby confirm that I have read and that this bid complies with the above mandatory requirements.</p>		



**7. MANDATORY FUNCTIONAL REQUIREMENTS**

All bidders that fail to meet the required functional requirements will be disqualified.

Description of requirement	Indicate Yes / No	Comment or reference to profile
7.1. General requirements:		
7.1.1. Bidders must have a minimum of four (4) years' experience in providing shuttle services (experience in delivering shuttle services, not car hire/rental) in a corporate environment.		
7.1.2. Bidders must be able to provide shuttle services, on demand, 7 days a week, anytime during the day and night.		
7.1.3. Bidders must be able to provide transport for official purposes anywhere within the Western Cape.		
7.1.4. Bidders must be able to provide a back-up vehicle/s in case of breakdown, accidents, etc. of their assigned vehicles. The replacement vehicle must be the same level/grade as the one being replaced.		
7.1.5. Bidders must be able to provide quarterly management reports on the usage of the services. The reports must include: <ul style="list-style-type: none"> <li>• Number of trips taken during office hours, after hours as well as public holidays, weekends, etc.</li> <li>• Number of kilometres travelled per trip.</li> <li>• Category of vehicles used (incl. specialized vehicle for people with disabilities).</li> </ul>		

I..... (name)..... (signature) duly authorised by the bidder, hereby confirm that I have read and that this bid complies with the above mandatory requirements.



Description of requirement	Indicate Yes / No	Comment or reference to profile
7.1.6. Bidders must be able to receive & execute bookings on demand (within a minimum response time of two hours), seven days a week, 24 hours a day and must be executed on the date and time the services are required.		
7.1.7. Bidders must have a minimum of twenty (20) vehicles available for Parliament's use at any given time (read in conjunction with paragraph 11.29).		
7.1.8. Bidders must have a minimum of twenty at any given time (20) drivers.		
7.2. Technical requirements:		
7.2.1. Vehicles:		
7.2.1.1. Vehicles must at all times be clean, roadworthy and licensed.		
7.2.1.2. Vehicles must be sufficiently equipped with fuel and all required parts & accessories to complete each journey.		
7.2.1.3. All vehicles must not be older than five (5) years throughout the duration of the contract and must be roadworthy at all times.		
7.2.1.4. All vehicles must be fitted with radio/tape/CD player, air conditioner, power steering, central locking, air bags and be equipped with a GPS (Global Positioning System) device (e.g. cell phone or any other device) in working condition.		

I..... (name)..... (signature) duly authorised by the bidder, hereby confirm that I have read and that this bid complies with the above mandatory requirements.



Description of requirement	Indicate Yes / No	Comment or reference to profile
<p>7.2.1.5. Vehicles' engine capacities must comply to the following:</p> <ul style="list-style-type: none"> <li>• At least 1400 cubic litre for 4 – 5 seater vehicles; and</li> <li>• At least 2000 cubic litre for 10 – 16 seater vehicles</li> </ul>		
<p>7.2.1.6. Vehicles must at all times have the full luggage space available for luggage of the passenger/s. Drivers must not load personal items in the boot or anywhere in the car.</p>		
<p>7.2.1.7. Vehicles assigned for executing Parliament business must be occupied by Parliament approved passengers only.</p>		
<p>7.2.1.8. Vehicles must be insured by the bidder at own expense against all risk. The bidder must indemnify the Secretary to Parliament against any claim, loss or damage that may result from the driving of the vehicles in terms of the contract, or from any cause whatsoever relative to it.</p>		
<p>7.2.2. Drivers:</p>		
<p>7.2.2.1. All drivers must have a minimum of two (2) years' experience as professional drivers.</p>		
<p>7.2.2.2. All drivers must obey the rules of the road (such as speed-limits, signs, etc.) at all times.</p>		
<p>7.2.2.3. All drivers must be neatly attired in appropriate clothing. All drivers must wear a company badge or some other form of identification to show that they are employed by the bidder.</p>		



I..... (name)..... (signature) duly authorised  
by the bidder, hereby confirm that I have read and that this bid complies with the above  
mandatory requirements.

Description of requirement	Indicate Yes / No	Comment or reference to profile
7.2.2.4. Drivers must not smoke in the vehicles and must be sober at all times, and exhibit professional conduct at all times.		
7.2.2.5. Drivers must, at all times, have names of passenger/s neatly and clearly typed in an A4 sized paper, where required.		

I..... (name)..... (signature) duly authorised  
by the bidder, hereby confirm that I have read and that this bid complies with the above  
mandatory requirements.

## 8. EVALUATION CRITERIA

8.1. 80/20 Preference points system shall be applicable to this request, and all bid offers received shall be evaluated based on the following criteria:

- (a) Functionality: 100
- (b) Price: 80
- (c) HDI and/or RDP goals: 20

8.1.1 **Evaluation Stage One** – Compliance with administrative requirements stated in the standard bidding documents and the mandatory requirements as listed on section 6 and 7. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation.

8.1.2 **Evaluation Stage Two** – Functionality evaluation criteria. In this evaluation stage, bidders are expected to obtain a minimum of 70 out of 100 points available to proceed to the next evaluation stage of the evaluation. Failure to obtain the prescribed 70 points will automatically disqualify the bid offer from proceeding to the evaluation stage three (3). See Table 8.1.2 below.

8.1.3 **Evaluation Stage Three** – 80/20 Preference point system shall be applicable to this phase, where 80 points represent maximum obtainable points for the cheapest price, and 20 points for the specific HDI and/or RDP goals as identified in paragraph 8.6 of the Preferential Policy of Parliament.

Specific goals:	Number of points:	Bidders must supply the following documents when claiming preference points:
<b>HDI GOALS</b>		
Black	6	ID Document
Women	3	ID Document
People with disabilities	2	Medical Certificate
<b>RDP GOALS</b>		
Youth	4	ID Document
Promotion of SMMEs	5	Annual Turnover

8.1.4 **Evaluation Stage Four** – Site inspection: At Parliament’s discretion a site inspection will be conducted at this stage. Parliament will visit the selected service providers’ premises with the objective of verifying facts of the bidders as contained in their respective bid documents. Should it be discovered during a site inspection that the information submitted by the service provider is inconsistent with what is on their current premises of business, such bidders will be disqualified.

**Table 8.1.2 – Functionality evaluation criteria:**

<b>FUNCTIONALITY CRITERIA:</b>		
<b>FUNCTIONALITY:</b>	<b>WEIGHT</b>	<b>RATING SCORES</b>
<b>1. Capability:</b>	<b>20</b>	
a) Experience in providing shuttle services to corporate organisations.	10	<ul style="list-style-type: none"> <li>• 5 = above 10 years</li> <li>• 4 = 9 to 10 years</li> <li>• 3 = 8 to 9 years</li> <li>• 2 = 6 to 7 years</li> <li>• 1 = 4 to 5 years</li> </ul>
b) References where similar work has been rendered (based on the average scores derived from Annexure A).	10	<ul style="list-style-type: none"> <li>• 5 = Average score of 5</li> <li>• 4 = Average score of 4</li> <li>• 3 = Average score of 3</li> <li>• 2 = Average score of 2</li> <li>• 1 = Average score of 1</li> </ul>
<b>2. Capacity:</b>	<b>70</b>	
a) Average number of years of experience of drivers as professional drivers (minimum of 20 drivers).	20	<ul style="list-style-type: none"> <li>• 5 = above 13 years</li> <li>• 4 = 11 to 13 years</li> <li>• 3 = 8 to 10 years</li> <li>• 2 = 5 to 7 years</li> <li>• 1 = 2 to 4 years</li> </ul>





<b>FUNCTIONALITY CRITERIA:</b>		
b) Quality of vehicles owned or leased (minimum of 20 vehicles).	30	<ul style="list-style-type: none"> <li>• 5 = Average kilometres less than 60,000kms</li> <li>• 4 = Average kilometres between 60,001kms and 70,000kms</li> <li>• 3 = Average kilometres between 70,001kms and 80,000kms</li> <li>• 2 = Average kilometres between 80,001kms and 90,000kms</li> <li>• 1 = Average kilometres more than 90,000kms</li> </ul>
c) Quantity of vehicles owned or leased.	20	<ul style="list-style-type: none"> <li>• 5 = 15x or more four/five-seater vehicles plus 16x or more ten to sixteen seater vehicles</li> <li>• 4 = 13 or 14x four/five-seater vehicles plus 14 or 15x ten to sixteen seater vehicles</li> <li>• 3 = 11 or 12x four/five-seater vehicles plus 12 or 13x ten to sixteen seater vehicles</li> <li>• 2 = 9 or 10x four/five-seater vehicles plus 10 or 11x ten to sixteen seater vehicles</li> <li>• 1 = 7 or 8x four/five-seater vehicles plus 8 or 9x ten to sixteen seater vehicles</li> </ul>
<b>3. Viability of bidders' response:</b>	<b>10</b>	
Financial capacity of the bidders. The following financial ratios shall apply and grades as follows (Liquidity, Financial Autonomy, Profitability & Solvency).	10	<ul style="list-style-type: none"> <li>• 5 = Good</li> <li>• 3 = Acceptable</li> <li>• 0 = Weak</li> </ul>
<b>Total:</b>	<b>100</b>	

## 9. THE RESPONSES

Bidder's responses must be submitted as outlined in the standard bidding documents.

### 9.1. BIDDER'S CONTACT DETAILS

- a. Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the bidder's organisation responsible for leading the bid process and to whom all correspondence should be directed.
- b. Who, within the bidder's organisation, will be authorised to conduct the contract negotiations and sign the eventual contract.

### 9.2. BIDDER'S PROFILE

- a. Bidder's name and address
- b. Company / organisation structure
- c. Commencement date of business (including drivers and administrative staff).
- d. Comprehensive audited or independently reviewed financial statements for the last two completed financial years (with comparative figures).
- e. Principal business activity.
- f. Profile of vehicle/s owned and/or leased:
  - Make,
  - model,
  - number of kilometres,
  - carrying capacity,
  - engine capacity.

## 10. PRICING STRUCTURE

- 10.1 Price must be quoted in South African currency and must be inclusive of Value Added Tax (VAT).
- 10.2 Potential service providers are further requested to indicate their price in all elements listed on the pricing schedule below.
- 10.3 Bidders are provided with two vehicle types for costing. The prices provided below will be used for contracting purposes.
- 10.4 Where possible, Parliament has endeavoured to provide the bidder with an indication of its high volume usage. High volume usage will be indicated by “H”; medium volume with an “M” and low volume with an “L”.
- 10.5 Parliament expects to see volume discounted and cost effective pricing.

### CATEGORY A:

#### 4-5 SEATER (QUOTE RATE PER PERSON):

KM	PRICE PER NORMAL WORKING HOURS	PRICE AFTER HOURS EVENINGS	PRICE AFTER HOURS PUBLIC HOLIDAYS/ WEEKENDS
0-40	R (M)	R (H)	R (M)
41-80	R (M)	R (H)	R (M)
81 - 130	R (L)	R (H)	R (L)
131-180	R (L)	R (L)	R (L)

#### 4-5 SEATER (QUOTE RATE PER VEHICLE (applicable if more than one person):

KM	PRICE PER NORMAL WORKING HOURS	PRICE AFTER HOURS EVENINGS	PRICE AFTER HOURS, PUBLIC HOLIDAYS/ WEEKENDS
0-40	R (M)	R (H)	R (M)
41-80	R (M)	R (H)	R (M)
81 - 130	R (L)	R (H)	R (L)
131-180	R (L)	R (L)	R (L)

**10-16 SEATER (QUOTE PER VEHICLE)**

KM	PRICE PER NORMAL WORKING HOURS	PRICE AFTER HOURS EVENINGS	PRICE AFTER HOURS, PUBLIC HOLIDAYS/ WEEKENDS
0-40	R (H)	R (M)	R (L)
41-80	R (H)	R (M)	R (L)
81 - 130	R (L)	R (L)	R (L)
131-180	R (L)	R (L)	R (L)

**CATEGORY B:**

**SPECIALISED VEHICLE FOR PEOPLE WITH DISABILITIES (QUOTE PER VEHICLE):**

KM	PRICE PER NORMAL WORKING HOURS	PRICE AFTER HOURS EVENINGS	PRICE AFTER HOURS , PUBLIC HOLIDAYS/ WEEKENDS
0-40	R (H)	R (M)	R (L)
41-80	R (H)	R (M)	R (L)
81 - 130	R (L)	R (L)	R (L)
131-180	R (L)	R (L)	R (L)

**COMPULSORY SCENARIO FOR COSTING**

The following scenario will be used for evaluation purposes. Please cost the journey below using the rates that you have provided in the above schedules.

In the month of October, Parliament used 4 – 5 seater transport for 60 journeys (1 person) and 15 journeys (more than one person) within office hours, within the Cape Town area (0-40km). In addition, they used the same vehicle for 155 after hour journeys outside of Cape Town (81-130km) and 182 after hour journeys within the Cape Town area (0 – 40km) (140 journeys with 1 person and 42 journeys with more than one person). In the same month there were 19 trips requiring the use of the 10 – 16 seater, within office hours, within the Cape Town area (0 – 40km). Please cost these journeys as per the table below.



<b>Description</b>	<b>Unit cost</b>	<b>No of trips</b>	<b>Total Cost</b>
4 – 5 seater within office hours within Cape Town (1 person)		60	
4 – 5 seater within office hours within Cape Town (more than one person)		15	
4 – 5 seater after hours outside of Cape Town		155	
4 – 5 seater after hours within Cape Town		140	
4 – 5 seater after hours within Cape Town (more than one person)		42	
10 – 16 seater within office hours within Cape Town		19	
4 – 5 seater within office hours within Cape Town (1 person with disabilities)		1	
4 – 5 seater after hours outside of Cape Town (1 person with disabilities)		1	
10 – 16 seater within office hours within Cape Town (more than one person with disabilities)		1	
10 – 16 seater after hours within Cape Town (more than one person with disabilities)		1	
<b>TOTAL COST OF THE JOURNEYS</b>			

## 11. SPECIFIC CONDITIONS

- 11.1. Where a joint venture / partnership submits an offer for this bid, a joint venture / partnership agreement must be attached, which specifies the names of the companies that has formed the joint venture / partnership, the name of the joint venture / partnership. Members of the joint venture / partnership will be individually required to comply with tax compliance requirements by the South African Revenue Services (SARS).
- 11.2. Bidders must certify that the personnel identified in its response to this bid will be the persons actually assigned to Parliament. Any changes in the personnel from those identified in the response to the bid must be approved by Parliament. Parliament may, at its discretion, require the removal and replacement of any of the successful bidder's personnel who do not perform adequately.
- 11.3. Where a bidder indicates "YES" in section 6 and 7 (mandatory requirements) for all the categories, proof thereof must be attached to the bid. Failure to submit will disqualify a bid.
- 11.4. Prospective bidders may submit their questions to [tenders@parliament.gov.za](mailto:tenders@parliament.gov.za) or contact the person assigned to deal with enquiries on the advertisement for this bid.
- 11.5. Parliament may request bidders to provide additional pricing information to be utilised for comparative purposes during evaluations.
- 11.6. Parliament reserves the right to invite shortlisted bidders to make presentations to its evaluation team.
- 11.7. The successful bidder must enter into a formal Service Level Agreement with Parliament upon appointment and must go through a security clearance process.
- 11.8. The successful bidder must be willing to sign confidentiality or non-disclosure agreement.
- 11.9. Parliament reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.
- 11.10. Parliament reserves the right not to award this bid in total or part thereof.
- 11.11. Parliament reserves the right to award this bid to one or more bidders.
- 11.12. Parliament reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder if such a bidder has been awarded a bid by Parliament or has performed services for Parliament, during the last 12 months prior to the closing date of the bid.

- 11.13. All relevant clearances, certificates and/or memberships must be kept valid and submitted to Parliament upon the renewal throughout the duration of the contract.
- 11.14. Such passenger services will be rendered on request seven days of the week at any time during the day or night and must be promptly executed on the day and time the services are required. To this end communication between the Contractor and Parliament should at all times be ensured.
- 11.15. No vehicles may carry any unauthorised person(s) or goods during a trip other than the person(s) for which a warrant has been issued, as well as the personal belonging/s of such a person(s).
- 11.16. Parliament is entitled to dispute payments, and hold service providers liable for losses and additional costs incurred as a result of the service provider's failure to perform on time as stipulated in the warrant.
- 11.17. The successful bidder must abide by all laws and regulations in force in the Republic of South Africa with special attention to the following:
  - 11.17.1. Occupational Health and Safety Act, 1993
  - 11.17.2. National Environment Management: Waste Act, 2008
  - 11.17.3. Hazardous Substances Act, 1973
  - 11.17.4. Tobacco Products Control Act, 1993 as amended
  - 11.17.5. National Key Point Act, 1980
- 11.18. The award of the contract will be subject to the successful conclusion of a Service Level Agreement.
- 11.19. Parliament may conduct site visits and inspection of the vehicles prior to the awarding of this bid.
- 11.20. The successful bidder shall render only such passenger services which Parliament is unable to undertake itself at any given time. This however does not preclude Parliament from expanding or curtailing its own transport services as may be deemed necessary at any time.
- 11.21. Please note that sub-contracting is limited to 25% of the contract value. If it is estimated to be greater than 25% please submit the BBBEE certificate of that sub-contractor. Changes to subcontracting must be mutually agreed between the bidder and Parliament.
- 11.22. All offers in response to this RFB, whether successful or unsuccessful, will become the property of Parliament.
- 11.23. Both parties shall maintain a waiting period of 45 minutes for pick-ups, prior to invoking penalty clauses which will apply on a progressive scale.
- 11.24. Any costs incurred by the service providers in preparing and submitting their response to the RFB will be the sole responsibility of the service provider.



- 11.25. Communication between the successful bidder and Parliament should at all times be ensured by the availability of the successful bidder's administrative Staff.
- 11.26. Penalty clauses shall be subject to the signing of a Service Level Agreement.
- 11.27. Prices must remain fixed for the duration of the contract.
- 11.28. Bidders must not lease or sub-contract more than 25% of the total number of vehicles from 3<sup>rd</sup> parties.
- 11.29. Should the need arise, and without any additional costs to Parliament, all stakeholders must take appropriate steps to ensure maximum protection of themselves and other persons against the spread of the Covid-19 virus and other communicable diseases.



**ANNEXURE A – REFERENCES’ TEMPLATE SIMILAR TO THE PROVISION OF SHUTTLE SERVICES**

**(TO BE COMPLETED BY BIDDER’S REFERENCE)**

**Bidder’s name:** ..... **Date of contract: completion** .....

- Professionalism and conduct of drivers and administrative support staff:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

- Quality of vehicles:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

- Punctuality of shuttles:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

- Adherence to provisions of the agreed Service Level Agreement or contract:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

- Drivers’ compliance with applicable legislation/regulations:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

- How likely will you contract the company in future should you require similar services:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

- Overall satisfaction of the service and deliverables received:

Very Good	Good	Average	Below Average	Poor
5	4	3	2	1

.....  
**NAME AND POSITION OF AUTHORISED SIGNATORY**

**SIGNATURE:** .....

**COMPANY:** .....

**DATE:** .....

## **ANNEXURE E: CONTRACTUAL OBLIGATIONS**

Conditions and Procedures to be complied with as part of the Contract with Parliament.

### **1. STATUTORY REQUIREMENTS**

All persons employed by the Contractor working within the premises of Parliament shall comply with the Regulations of the Occupational Health and Safety Act, Act No. 85 of 1993 as amended.

The Contractor shall designate, in writing, one of his full time employees in terms of the provisions of General Safety Regulations or Section 8 of the Occupational Health and Safety Act who shall be in charge of work on site.

The above designation shall be made before work commences on site. The appointed person, for inspection purposes, shall hold one copy on site and a duplicate copy shall be handed to NDPW / WSP employee in charge of that particular project.

The Contractor shall instruct his authorised site representative to report to the NDPW / WSP employee who is in charge of the project.

### **2. GENERAL REGULATIONS**

The Contractor shall submit a list of all portable electrical tools and equipment to security before permission is granted to enter or leave the premises. Vehicles will be subjected to a search before entry and when leaving the premises.

Contractors are not permitted to stay on the premises after their shift has been completed.

The Safety, Health and Environmental Manager (hereinafter the Safety Manager) must authorise any work, which could affect or interfere with normal activities of Parliament.

All excavation work must be railed off or barricaded, debris or material, which cannot be removed immediately, must be placed in such manner as to allow adequate and safe passage.

The Safety Manager will authorise areas where rubble and other material may be stored.

The Contractor will stay confined to the area of his work.

### **3. PERSONAL PROTECTIVE EQUIPMENT**

Safety harness (parachute type) shall be used whenever work is performed at a height of 2 meters or higher unless a suitable platform with handrails is provided.

Suitable eye protection must be used whenever there is a danger of flying particles or splashing of chemicals.

Hearing protection shall be used whenever a noise zone is entered. Earmuffs shall always be worn whenever a jackhammer is used.

Gloves and welding helmet shall always be used for welding operations.

The Contractor is responsible to provide the necessary protective equipment and to ensure that it is used as required.

### **4. ISOLATION PROCEDURE**

No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a padlock on the main switch.

The Safety Manager must grant permission before padlock can be applied.

### **5. ELEVATED AREAS**

No work may be performed above the heads of persons or aisles or roads unless suitable precautions have been taken to ensure the safety of persons and property below. The affected area must also be identified beforehand and effectively cordoned off.

All scaffolds and suspended loads must be left safe before leaving work at the end of each day – i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.

Where scaffolding is erected, handrails, toe boards, etc., must be embodied and all such equipment shall be lowered to the ground under competent supervision.

### **6. TOOLS AND EQUIPMENT**

Contractors shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable electrical equipment.

Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated for the duration of the contract.

No insulation tape or similar may be used on any electrical wiring or cables. Joints in cables must be approved by the Safety Manager to use on the premises.

Contractors may not operate Parliament equipment, lifts and vehicles. In exceptional instances the Safety Manager may grant permission. In such an event, the contractor shall produce a valid Certificate of Competency as described in the Occupational Health and Safety Act. A copy of the certificate will be kept on the person of the Contractor who operates the above-described equipment. Any employee of Parliament may ask such Contractor to produce the said certificate.

All tools and equipment must be reported to Parliament Security whenever a Contractor enters or leaves the premises. It is the duty of the Contractor to ensure that articles or equipment are recorded in a Parliament register whenever it is brought on site.

## **7. PRECAUTIONS AGAINST FIRES**

The Contractor shall ensure that his employees do not smoke anywhere on the premises except in identified smoking bays.

Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area.

The Contractor shall first obtain a Hot Work Permit from NDPW/ WSP before any naked flame or grinder is used anywhere outside a workshop.

The said permit is valid for one day only and shall be kept on the person who is using a naked flame.

The Contractor shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.

All fires shall be reported immediately to the Safety Manager.

## **8. HOUSEKEEPING AND FIRST AID**

The Contractor shall uphold high standards of housekeeping.

The clinic on site will assist with first aid treatment if required. Should the employee require further medical attention, the emergency service provider will escort the person to the nearest hospital.

All surplus material and builder's rubble must be removed from the premises on completion of the contract or as otherwise specified by the Safety Manager. Parliament reserves the right to remove such material against cost within three days after completion of the contract.

## **9. TRADE UNIONS**

No employees of a Contractor shall be allowed to actively further the interests of any Trade Union on site.

## **10. SECURITY**

The principle of security fences must be upheld at all times.

Parliament does not accept responsibility for the safekeeping of any material, tools or equipment brought on site.

All portable tools or equipment brought on site must be removed at the end of the day's work.

## **11. PROCEDURE IN THE EVENT OF AN ACCIDENT / INCIDENT**

The Contractor shall act as 'The Employer' in terms of Section 16 of the Occupational Health and Safety Act.

The Contractor shall report any injuries sustained by his employees to the Department of Labour and the Compensation Commissioner. The injuries and responsibilities are as defined in Section 24 of the Occupational Health and Safety Act.

All accidents / incidents shall be reported to the Safety Manager.

In the event of an accident causing the loss of a life or the possibility of the loss of a life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour.

## **12. SUB-CONTRACTORS**

The Contractor shall inform the NDPW / WSP of any Sub-Contractors who may work on site.

The Contractor shall ensure that Appendix 1 is properly completed and submitted to NDPW / WSP prior to commencement of work.

The Contractor shall ensure that the Sub-Contractor complies fully with statutory and Parliament requirements.

## **13. USING OVERHEAD CRANES AND LIFTING TRUCKS**

The following shall apply if the Contractor has to operate overhead cranes on site: -

The Contractor shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract, have had formal training as required by the Occupational Health and Safety Act.

The Contractor shall ensure that the training is valid in terms of the Act.

The Contractor shall present certificates of training to NDPW / WSP before work may commence.

#### **14. FAILURE TO COMPLY WITH PROCEDURES**

Failure to comply with the contents of this document could result in legal prosecution by the Department of Labour.

Noncompliance by the Contractor with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the Safety Manager:

The Contractor could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by Parliament for such actions would be borne by the Contractor.

A specific member of staff who breaches this contractual obligation could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any costs incurred would be borne by the Contractor.

Equipment which would be deemed as unsafe would be confiscated by NDPW / WSP / Parliament and returned upon completion of the specific contract. Any costs incurred would be borne by the Contractor.

**15. HAZARDS IDENTIFICATION**

The Contractor must determine the degree of hazards related to the project tendered for, and implement precautionary measures.

**SIGNATURE:** \_\_\_\_\_

**DATE** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ACCEPTANCE**

I, \_\_\_\_\_  
(Contractor), by signing of this document, hereby warrant that I shall bear all responsibility for adherence of all laws applicable to the agreed contract work and particularly for the full and proper implementation of the provisions of the Occupational Health and Safety Act, Act No. 85 of 1993 as amended and all other regulations without exception.

PARLIAMENT

**APPENDIX 1**

**CONTRACTOR'S INFORMATION FOR C. O. I. D. PURPOSES**

---

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

TYPE OF WORK PERFORMED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMENCING DATE OF WORK: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

IS YOUR FIRM REGISTERED WITH W.C.C.:  YES OR  NO

IF YES, YOU'RE REGISTRATION NUMBER: \_\_\_\_\_

NUMBER OF STAFF ON THE PREMISES: \_\_\_\_\_

SUPERVISORS: \_\_\_\_\_

NAME OF THE COMPETENT PERSON

ON SITE AND HIS TELEPHONE NO: \_\_\_\_\_



**ANNEXURE F: DECLARATION OF INTEREST**

1. No contracts to provide goods or services to Parliament may be provided to the following categories of entities: - Member of Parliament, Member of the Cabinet, Member of a Provincial Legislature, Member of a Provincial Executive Council, a Municipal Councilor or a person in the employ of the State whose participation in bidding for the contract may result in a conflict of interest; or any entity in which a person mentioned above is a Director or has a controlling or other substantial interest.
2. The bidder is therefore requested to complete Sections a – d of the declaration below in substantiation.

(a) Are you or any person connected with the bidder, a Member of Parliament or a Cabinet Member? 

Y	N
---	---

If yes, state whether you are a Director or have a Controlling or other substantial interest in the bidding company.

.....  
.....

(b) Are you or any person connected with the bidder, a Member of the Provincial Legislature or a Member of a Provincial Executive Council or a Municipal Councilor? 

Y	N
---	---

If yes, state whether you are a Director or have a Controlling or other substantial interest in the bidding company.

.....  
.....

(c) Are you or any person connected with the bidder, Employed by the State? 

Y	N
---	---

If yes, state whether you are a Director or have a Controlling or other substantial interest in the bidding company.

.....  
.....

Y	N
---	---

(d) Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by Parliament and who may be involved with the evaluation and or adjudication of this bid?

If yes, state whether you are a Director or have a Controlling or other substantial interest in the bidding company.

.....

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ANNEXURE G: BID DECLARATION**

1. IF THE BIDDER IS IN PARTNERSHIP / JOINT VENTURE / CONSORTIUM.

We the undersigned partners / joint ventures / consortium, tendering as

.....  
.....

hereby authorize .....

to sign this Bid as well as any contract resulting from this Bid and any other documents correspondence in connection with this Bid and/or contract on our behalf.

FULL NAMES	CAPACITY	SIGNATURE
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

2. IF THE BIDDER IS A ONE PERSON BUSINESS / SOLE TRADER.

I, the undersigned .....,  
hereby confirm that I am the sole owner of the business trading as .....

.....

3. IF THE BIDDER IS SUB-CONTRACTING.

I, the undersigned .....,  
hereby confirm that I will be sub-contracting work to the following company/companies

.....  
.....

Sub-contractor's name	Value of work to be sub-contracted	% of work to be sub-contracted

4. IF THE BIDDER IS AN ENTITY / COMPANY / CC / TRUST.

NAME OF FIRM / BIDDER: .....  
 POSTAL ADDRESS: .....  
 STREET ADDRESS: .....  
 .....  
 TELEPHONE NUMBER: CODE: ..... NUMBER: .....  
 CELL PHONE NUMBER: .....  
 FACSIMILE NUMBER: CODE: ..... NUMBER: .....  
 VAT REGISTRATION NUMBER: .....  
 E MAIL: .....

THE BIDDER ELECTS DOMICILLIUM CITANDI ET EXECUTANDI IN THE REPUBLIC  
 AT:.....  
 .....

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED? **YES / NO**  
 (IF YES, ENCLOSE PROOF)

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

TOTAL BID PRICE:..... (Ceiling Price Inc. VAT)

TOTAL NUMBER OF ITEMS OFFERED: .....

**I/WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE FIRM ACKNOWLEDGE THAT:**

1. The information furnished is true and correct.
2. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of Parliament that the claims are correct.
3. If the claims are found to be incorrect, Parliament may, in addition to any other remedy it may have –
  - a. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - b. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - c. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the Bid.
4. I hereby undertake to render services described in the attached Bidding documents to Parliament in accordance with the requirements and task directives / proposals specifications stipulated in this Bid proposal at the price/s quoted. My offer/s remains binding upon me and open for acceptance by Parliament during the validity period indicated and calculated from the closing date of the Bid.
5. All the above documents shall be deemed to form and be read and construed as part of this agreement.
6. I confirm that I have satisfied myself as to the correctness and validity of my Bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
7. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
8. I declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
9. I confirm that I am duly authorised to sign this contract.

**ANNEXURE H: DECLARATION OF BIDDER'S PAST PROCUREMENT PRACTICES**

1. This document forms part of all bids invited.
2. It serves as a declaration to be used by Parliament in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of Parliament's Procurement System
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's procurement system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder on any of its directors listed on the Parliament's database as companies or persons prohibited from doing business with Parliament and or public sector?		
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?		
4.2.1	If so, furnish particulars:		
4.3	Was any contract between the bidder and Parliament terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4	If so, furnish particulars:		

**DECLARATION**

I hereby agree that, in the event of false, incorrect or misleading information being provided in this declaration, the Secretary to Parliament of the Republic of South Africa shall have the right to:

- recover any losses or damages sustained by Parliament under such agreement
- restrict the supplier from further business with Parliament depending on the materiality of the misrepresentation and the degree of prejudice suffered.

Name of Representative: \_\_\_\_\_

Identity number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF THE ABOVE ENTITY)

**COMMISSIONER OF OATHS**

*I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON	
STAMP :	<p>NAME &amp; SURNAME:</p> <p>DESIGNATION/RANK:</p> <p>PERSAL/EMPLOYEE NO:</p> <p>PLACE/DATE:</p>