



PARLIAMENT

OF THE REPUBLIC OF SOUTH AFRICA

**INVITATION TO BID:
B4/2022: PROVISION OF
BANKING SERVICES FOR
PARLIAMENT**



Invitation to BID

BID NUMBER: B4/2022

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

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

Issue Bid	11 June 2022
Briefing Session	N/A
Closing Date & Time	04 July 2022 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 B4/2022 bid submissions must be emailed to 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

Name

Signature

Date

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

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.

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 on or before the closing date and time. No faxed or hard 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:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
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:
- Price 80
 - B-BBEE Status Level of Contribution 20

Calculation of points for B-BBEE status level of contributor

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant Contributor	0

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 more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

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 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 BANKING SERVICES FOR PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

Request for Bids (RFB)

Terms of Reference

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1. Background

Section 25 (1) of the Financial Management Act of Parliament and the Provincial Legislatures Act (Act No 10 of 2009); stipulates as follows:

“The Accounting Officer, with the approval of the Executive Authority, and in accordance with the policy referred to in section 24, must open and maintain:

- a) a bank account into which all money received by Parliament must promptly be paid; and
- b) such other bank accounts as are necessary for the effective and efficient management of Parliament’s funds.”

Parliament of the Republic of South Africa (RSA) requires a suitable service provider to render the banking services in accordance with the afore-mentioned paragraph.

2. Objectives

The broad objectives of this RFB include:

- 2.1. To provide prospective service providers with adequate information to understand and respond to Parliament of the RSA’s requirements for a commercial banking service provider.
- 2.2. To ensure uniformity in the responses received from each prospective service provider.
- 2.3. 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 suitable service provider to render commercial banking services for a period of five (5) years.

The purpose of this RFB is to contract with a suitably qualified service provider with the requisite capacity to execute this project within the desired quality, scope, timeframe and cost for Parliament.

4. Scope Of The Required Service

The following information is provided to assist the bidder/bidders to determine their ability to manage the volume and complexity of the business requirements. The information serves as a guide of volumes and should only be relied upon in the context of completing the bid.

4.1. Current accounts:

The successful bidder will be expected to open and maintain current accounts in the following manner:

4.1.1. Deposits

Receive monthly transfers of an average of R200 million from National Revenue Fund – total value R2.4 billion per year

a) Deposits from other sources:

i) average 100 per month

ii) total value R200 000 per month

4.1.2. Payments

Effect Electronic Fund Transfers (EFT) – average of 10,000 per month (includes personnel expenses)

a) Provide connectivity to 15 Parliamentary officials

b) Stop EFT payments electronically.

4.2. Business credit cards

Provide MasterCard or Visa credit cards as well as garage cards in the name of Parliament.

4.3. Petty Cash

Provide a business cash card, which can be used to withdraw petty cash from an Automated Teller Machine (ATM) or branch teller. This business cash card will allow Parliament to appoint nominees who will be enabled to withdraw funds at an ATM or at any bank branch.

4.4. Foreign Exchange Services

To provide a smooth and timely process for the application and collection of Foreign Exchange, which should include a pre-approved draw down facility with the following benefits:

- a) Parliament should be able to apply and collect foreign exchange at the nearest branch.
- b) Daily foreign exchange information should be made available online and/or electronically to designated Parliamentary staff.
- c) The successful bidder should provide interested employees and/or Members of Parliament with Cash cards for foreign travelling.

4.5. Investment Solutions

Provide full access to the Treasury operation and offer a comprehensive range of investment products and services to its customer base.

4.6. Cash Management

Provide a Cash Management System where the daily total debit balances and daily total credit balances of all the Parliament's accounts are set-off, with either being charged or earning interest on the daily net balance position at the debit or credit interest rate, whichever applies.

4.7. Implementation

4.7.1. Electronic Banking

4.7.1.1. Provide a dedicated team and Project Manager for:

- a) All-inclusive seamless installation of all solutions.
- b) Transactional banking solutions.
- c) Electronic banking solutions.

4.7.1.2. Provide a dedicated specialist Electronic Banking Manager to attend to the following:

- a) Ensure correct set up and optimisation of the Cash Management system structure
- b) Identify all additional systems interface requirements for electronic statements and electronic fund transfers.
- c) Identify all additional systems interface requirements for electronic statements and electronic funds transfers.
- d) Identify Cash Management, Payments Management and Internet Banking additional access requirements across Parliament including the institutional and remote requirements and the installation thereof
- e) Liaise with appropriate officials regarding interfaces into the Parliaments line of business application and text files that can be imported into other applications
- f) Specifically focus on opportunities for conversion of manual transfers to EFT's
- g) Identify, in consultation with Parliament, all access levels, authorities, profiles and limits for staff requiring access to the electronic banking systems
- h) Attend to the legal documentation and the signing thereof
- i) Formalise service level agreements incorporating back up procedures and processes particularly with regard to electronic funds transfers

4.7.2. Training

4.7.2.1. Identify training requirements and time frames for the implementation of solutions. Dedicated implementation team to facilitate smooth transition of banking services to Parliament.

4.7.2.2. Provide user and technical training Parliamentary staff.

4.7.2.3. Provide all user manuals.

4.8. Wellness programme

The bank's ability to provide Members of Parliament and employees of Parliament with discounted interest rates for housing bonds, vehicles, loans, funeral cover, life cover, Automatic Teller Machine (ATM) installation onsite, etc.

4.8.1. Preferential Parliamentary staff solutions

Provide schemes and benefits to be offered to Parliamentary staff in the following areas:

- a) Debt consolidation loans at preferential rates to Parliamentary staff
- b) Vehicle finance at preferential rates to Parliamentary staff
- c) Reduction on attorney registration costs for house bonds
- d) Access to affordable housing development and properties in possession
- e) A single point of contact for Parliamentary staff
- f) Review of Parliament's existing housing guarantees with a view to realising and evaluated for implementation
- g) No bulk e-mail addresses for disseminating unsolicited markings messages.

4.8.2. Financial literacy training to Parliamentary staff

Render financial wellness training to Parliamentary employees over a five-year period by indicating the committed amount per year. The financial literacy must be structured as follows:

- a) Financial literacy training in group sessions with staff
- b) Financial literacy training to focus on:
 - i. Personal budgeting
 - ii. Debt management / debt restructuring
 - iii. Everyday financial transactions
 - iv. Saving / investing
 - v. Insurance
 - vi. Wills
- c) All interactions with staff will be the staff's own free will and bidders must act in the best interest of Parliamentary staff

5. Current Electronical Data Interchange (ICT Environment) and Cash Management Group Structure

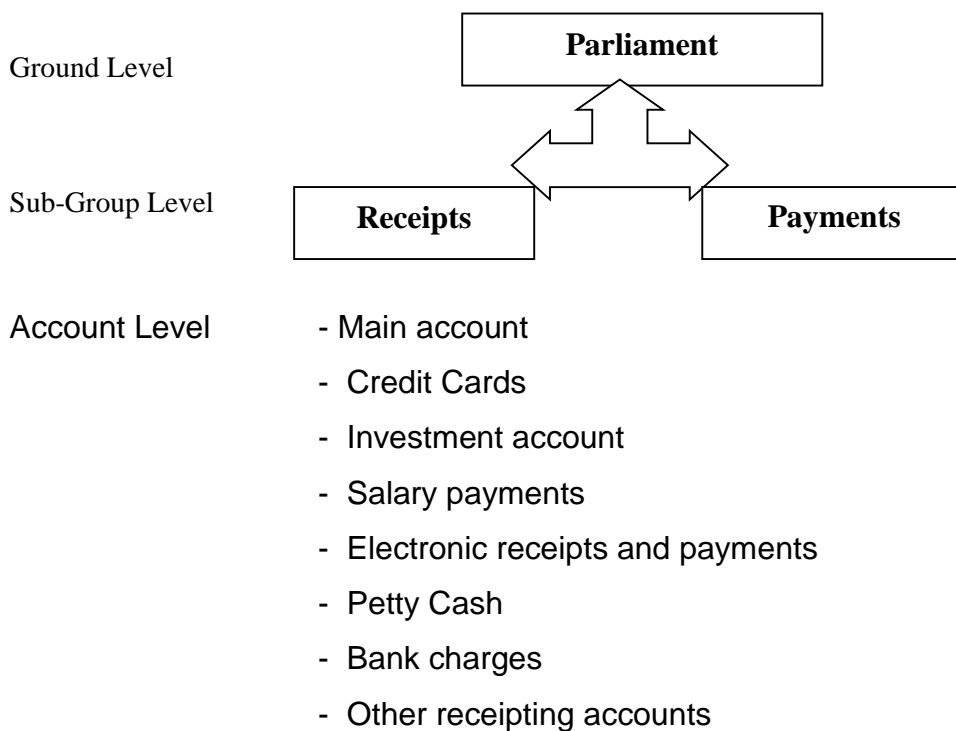
5.1. Current versions:

Parliament is currently operating on the following version levels:

- Operating system (OS): Red Hat Enterprise Linux (RHEL) 7.8 (64-bit).
- Oracle E-Business Suite: Version R12.2.8
- Database: Version 12c- 19.14.

5.2. Cash Management Group Structure

Parliament is currently operating on the following structure:



6. Project Deliverables

The following deliverables are expected from the successful bidder in line with the sections 4 and 7:

- 6.1. Transactional banking services.
- 6.2. Electronic banking services.
- 6.3. Cash management services.
- 6.4. Foreign Exchange services.
- 6.5. Investment solutions.
- 6.6. Implementation and training.
- 6.7. Credit and Garage Cards for the Presiding Officers and Accounting Officer.
- 6.8. Business petty cash cards.
- 6.9. Wellness programme.
- 6.10. Any other value adding service.



7. 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 proposal
7.1 Bidders must submit a company profile indicating core competencies and at least three key similar projects implemented indicating positive references. Bidders' references must complete Annexure B.		
7.2 Bidders must submit a proposal which demonstrates their understanding of requirements.		
7.3 Bidders must provide CV's of a dedicated account manager to be assigned to this account, with a proven track record of a minimum of seven (7) years' experience in similar engagements, the composition of which, reflects the demographics of South Africa.		
I..... (Name)..... (Signature) duly authorised by the bidding company, hereby confirm that I have read and complied with the above mandatory requirements.		

8. Mandatory Functional Requirements

Bidders must please include supporting documentation or an explanation on how their proposal will meet the following criteria.

Bidders must however still indicate “Yes” in the fields as well as provide some documentation or an explanation on each point.

Bids must comply with all of these criteria to proceed to the functionality evaluation phase.

Description of requirement:	Indicate YES/NO:	Comment or reference to proposal:
8.1. GENERAL:		
8.1.1. Bidders must have a minimum of five (5) years' experience in the provision of corporate banking services.		
8.1.2. Parliament must have access to account balances and able to transact 24 hours a day		
8.1.3. Bidders must provide reference on payees accounts.		
8.1.4. Bidders must comply with the following legislation: <ul style="list-style-type: none"> a) Banks Act, 1990 (Act No. 94 of 1990), b) Financial Sector Charter (FSC) as a Sector Code on black economic empowerment in terms of Section 9 (1) of the B-BBEE Act (Act No. 53 of 2003), c) Financial Intelligence Centre Act, (Act No 30 of 2001), d) Financial Advisory Intermediary Services Act (Act No 37 of 2002), e) Financial Services Board Act (Act 97 of 1990) f) Code of Banking practice 		



<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>		
Description of requirement:	Indicate YES/NO:	Comment or reference to proposal:
8.1.5. Parliament requires that all its bank accounts be maintained at a banking institution branch in Cape Town Central Business District (CBD).		
8.1.6. Bidders must provide a commitment to offer customised and sustainable banking services in relation to Parliament's needs through dedicated service managers.		
8.1.7. Bidders must have a money market desk in Cape Town staffed by specialists who can provide market information, opinions on interest rate views and pricing of all money market products on a daily basis.		
<p>8.1.8. Parliament must have the following benefits:</p> <ul style="list-style-type: none"> a) Call deposits. b) Access to overnight call deposits for investment requirements. c) The ability to transact telephonically with transactions concluded by mid-day to enable the banks to manage the cash flow effectively. d) Financial reporting and any financial information available. 		
8.2. BANKING PLATFORM:		
8.2.1. Bidders must provide an Oracle EBS R12.2.8 technical developer to re-develop the Oracle EBS bank payment files for in line with their import/upload format requirements and banking file security (hash totals, i.e. for rejections for any manual changes made		



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on such bank payment Oracle EBS output file from the Oracle EBS system).		
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I..... (Name)..... (Signature) duly authorised by the bidder, hereby confirm that I have read and that this bid complies with the above mandatory requirements.
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Description of requirement:	Indicate YES/NO:	Comment or reference to proposal:
<p>8.2.2. Bidders must provide payment files as follows:</p> <ul style="list-style-type: none"> a) Supplier payment (accounts Payables) and political party transfers. b) Existing payroll payment files (Members of Parliament, Permanent staff, Contractors, Interns, Temporary staff, and Ad-hoc staff). 		
<p>8.2.3. Bidders must include the Banking Host-to-host secure payment system (two-way data transfer) i.e. The bank should import the payment file from the Oracle EBS directly for efficiency improvements, instead of manually exporting them to a memory stick and manually uploading payment files to their bank system.</p>		
<p>8.2.4. Bidders must be able to:</p>		
<ul style="list-style-type: none"> a) Facilitate the secure and timeous movement of funds. 		
<ul style="list-style-type: none"> b) Meet Parliament's requirements in respect of EFT's as listed in paragraph 8.3 below. 		
<p>8.3. ELECTRONIC FUNDS TRANSFER</p>		
<p>8.3.1. Payments to beneficiaries at host bank to be effected in real-time</p>		
<p>8.3.2. Payments to beneficiaries at other banks to be effected on a same day value basis</p>		
<p>8.3.3. Intra-group transfers for transfers between Parliament's own bank accounts maintained by the successful 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 proposal:
8.3.4. A nominated account facility to ensure that payments are only made to beneficiaries that have been specifically loaded on a payment database, which is held on the system;		
8.3.5. Allow payments to be post-dated;		
8.3.6. Remittance advices; advice of payment can be sent by e-mail or fax;		
8.3.7. Referencing is available for all transactions simplifying bank reconciliations; and		
8.3.8. Data import capabilities. The following are imperatives for management of payments:		
a) Timeous and secure processing of all transactions;		
b) Ability to interface (where required) with payroll and line-of-business applications currently being used;		
c) Host connection via a dedicated line;		
d) Stringent authorisation, security controls and enhanced data integrity due to stringent validation controls;		
e) Efficient management and reduction of risk processes.		
8.3.9. To provide on-line real-time account balance and transaction enquiries:		



a) To provide real-time transaction search capabilities; and		
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 proposal:
b) To provide archival services (greater than 180 days)		
c) To provide transaction history (list of transactions) storage retrieval for up to 180 days.		
8.4. Statements and reconciliation management		
8.4.1. Bidders must provide the automatic downloading of electronic banking statements for subsequent import to the Parliament's line of business systems.		
8.4.2. A proposed host link option should be made available to Parliament in order to facilitate high volume processing of electronic salary payment transfers, debit collections and electronic statements.		
8.5. Cash Management		
8.5.1. The Cash Management System must play a role in optimising cash balances and reducing costs associated with the management and movement of funds. The system must allow Parliament to set up accounts and consolidate them at various reporting levels.		
8.5.2. Comprehensive statement, transaction enquiry and reporting facilities must be available via file transmission for direct interface with Parliament's financial and accounting system that will allow		



Parliament to keep strong administrative and accounting controls over banking accounts.		
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 proposal:
8.5.3. The accounts must be structured in such a way that it reflects the operating structure for Parliament. This would enable easing facilitation of reporting and management balances at different reporting levels.		
8.5.4. The Petty Cash Cards must have the following features:		
a) Parliament will be responsible for the reconciliation and the control of the cards.		
b) The ability to be linked to an account.		
c) No limit to the actual number of cards that may be issued on the account.		
d) Parliament will specify to whom a card may be issued.		
e) Employees nominated by Parliament are issued with a card, and a unique pin, and can withdraw amounts up to a specified daily limit.		
f) The statement for the petty cash account should detail card numbers, dates and amounts drawn.		
8.6. INTEREST CALCULATION, DISTRIBUTION AND APPLICABLE RATES		



<p>8.6.1. The interest earned or paid by Parliament is to be paid to a designated account for cash management purposes. The Bidder should have the ability to handle the interest distributions in consultation with the Parliament's Finance Management Office, and be paid into the current account.</p>		
<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>		
Description of requirement:	Indicate YES/NO:	Comment or reference to proposal:
<p>8.6.2. Parliament must have the ability to stipulate the interest payment date, which should be able to have the flexibility to be any prescribed date and also to vary from month to month.</p> <p>The Bidder must provide details of interest rates that would apply to Parliament.</p>		
<p>8.7. CASH MANAGEMENT REPORTING</p> <p>8.7.1. To facilitate administrative and accounting functions, online and hardcopy reports must be available that give, amongst other information, the daily net cash position of Parliament (both interim and final balances), the daily and monthly aggregate interest, individual account transaction history, audit trails, sweeping reports and distribution of interest reports, where appropriate.</p>		
<p>8.8. MOVEMENT OF FUNDS IN THE SAME CASH MANAGEMENT POOL</p> <p>8.8.1. The ability to effect real time transfers with built-in security controls which prevent unauthorised movement of funds, including an audit trail report</p>		



which records all additions, amendments, authorisation of transfers and the date and time of each transaction.		
8.9. MANAGEMENT OF THE CASH MANAGEMENT SYSTEM		
8.9.1. The management of the cash management system must include the maintenance of the account hierarchies of the cash management group, which may be required from time to time based upon the evolving needs of the Parliament and its operations.		
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 proposal:
8.9.2. Bidders must have competent support office staff to monitor and implement any changes to the system that is required to ensure that on an ongoing basis the Parliament's requirements are fully met.		
8.10. Accounts		
8.10.1. Bidders must provide confirmation (affirmative or negative only) of details (Account name, branch code, and account number) supplied by Parliament. This service will provide the necessary validation of beneficiary banking details prior to input into the Parliament's beneficiary data base.		
8.10.2. Bidders must have the ability to transmit confirmation requests to Parliament by Electronic means, e-mail, telephone and fax.		



8.11. Statements 8.11.1. Bidders must be able to provide statements on all accounts on a daily basis to Parliament by 12h00 daily. The Bidder should have the ability for statements to be electronically delivered via e-mail to designated Parliament officials.		
8.11.2. The statements must be transferrable to Microsoft Excel format.		
8.12. Image copy service provision 8.12.1. The ability of the bidder to provide Parliament with image copies of cheques credited to its accounts.		
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 proposal:
8.13. Unpaid and lost remittances 8.13.1. Bidders must advise Parliament telephonically of any unpaid cheques deposited into its account.		
8.13.2. Bidders must have the ability to provide an image copy of all unpaid cheques to be sent by e-mail.		
8.14. BUSINESS CREDIT CARDS 8.14.1. Provide Mastercard or Visa credit cards as well as garage cards in the name of Parliament: a) The business credit cards must have a credit facility; and b) The limit is set by Parliament.		



8.15. Charges and fees 8.15.1.The statements should specifically reflect charges in respect of current account service fee and cash deposit fees alongside each transaction. Other bank charges and fees can appear on separate line items on the statements.		
8.16. Investment Solutions 8.16.1.The money market operations must make use of sophisticated dealing and back office systems that will enable Parliament to obtain reports and statements on a regular basis. These reports are to reflect dealing activities, maturity profiles and positions, which will assist Parliament in minimising idle balances and making investments in accordance with all future cash flow projections.		
I..... (Name)..... (Signature) duly authorised by the bidding company, hereby confirm that I have read and complied with the above mandatory requirements.		

9. Evaluation Criteria

9.1. 80/20 Preference points system shall be applicable to this request, and all bid offers received shall be evaluated based on the following criteria;

Preference points for this bid shall be awarded for:

- (a) Functionality: 100
- (b) Price: 80
- (c) BBBEE: 20

9.1.1. **Evaluation Stage One** – Compliance with administrative requirements as stated in the standard bidding documents and the mandatory requirements as listed on section 7 and 8. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation.

9.1.2. **Evaluation Stage Two** – In this evaluation stage, bidders are expected to obtain a minimum of 75 out of 100 points to proceed to the next evaluation stage. Failure to obtain the prescribed 75 points will automatically disqualify the bid offer from proceeding to the next evaluation stage. Refer to table 9.1.2 (a) below.

9.1.3. **Evaluation Stage Three** – In this evaluation stage 80 points are allocated for the cheapest price, and 20 points for the B-BBEE level status. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution as listed in the standard bid documents.

Calculation of points for B-BBEE status level of contributor

Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution as outline in the standard bidding document.



Table 9.1.2 (a) - Functionality evaluation criteria:

FUNCTIONALITY CRITERIA:		
FUNCTIONALITY:	WEIGHT	RATING SCORES
1. Capability:	25	
a) Experience in providing corporate banking services.	10	<ul style="list-style-type: none"> • 5 = above 12 years • 4 = 11 to 12 years • 3 = 9 to 10 years • 2 = 7 to 8 years • 1 = 5 to 6 years
b) References where similar work has been rendered (based on the average scores derived from Annexure B).	15	<ul style="list-style-type: none"> • 5 = Average score of 5 • 4 = Average score of 4 • 3 = Average score of 3 • 2 = Average score of 2 • 1 = Average score of 1
2. Capacity:	20	
<ul style="list-style-type: none"> • CV of dedicated account manager with relevant qualifications and a proven track record experience in similar engagements (i.e. public sector clients or entities similar to Parliament). 	20	<ul style="list-style-type: none"> • 5 = above 14 years • 4 = 13 to 14 years • 3 = 11 to 12 years • 2 = 9 to 10 years • 1 = 7 to 8 years



FUNCTIONALITY CRITERIA:		
3. Proposal:	25	
<ul style="list-style-type: none"> • Proposal that demonstrates an understanding of the assignment, including proposed methodology and approach that are aligned to Parliament's outputs and timeframes, resources and dependencies • Service provider shows exceptional understanding of requirements <ul style="list-style-type: none"> • Bidder shows very good understanding of the requirements • Service providers shows average understanding of the requirements • Service provider shows limited understanding of the requirements • Bidder shows poor or no understanding of the requirements 	25	<ul style="list-style-type: none"> • 5 = Excellent. • 4 = Very good. • 3 = Average • 2 = Below average. • 1 = Poor
4. Viability of bidders' response:	5	
<ul style="list-style-type: none"> • Financial capacity of the bidder(s). The following financial ratios shall apply and grades as follows (Liquidity, Financial Autonomy, Profitability & Solvency). 	5	<ul style="list-style-type: none"> • 5 = Good • 3 = Acceptable • 0 = Weak
5. Bidder's proximity to Parliament:	10	



FUNCTIONALITY CRITERIA:		
<ul style="list-style-type: none"> • Within 1 km radius from Parliament • Within 2 km radius from Parliament • Within 3 km radius from Parliament • Within 4 km radius from Parliament • Over 5 km radius from Parliament 	10	<ul style="list-style-type: none"> • 5 – Excellent • 4 = Very Good • 3 = Good • 2 = Below average • 1 = Poor
6. Availability of historical data:	5	
<ul style="list-style-type: none"> • Availability of archival services greater than 180 days • Availability of transaction history for up to 180 days 	5	<ul style="list-style-type: none"> • 5 = Excellent • 1 = Poor
7. Wellness:	10	
<p>a) Preferential Parliamentary staff solutions</p> <ul style="list-style-type: none"> • Debt consolidation loans at preferential rates to Parliamentary staff • Vehicle finance at preferential rates to Parliamentary staff • Reduction on attorney registration costs for house bonds • Access to affordable housing development and properties in possession. • A single point of contact for Parliamentary staff • Review of existing Parliament's housing guarantees with a view to realising and evaluated for implementation. • No bulk e-mail address for disseminating unsolicited markings messages. 	5	<ul style="list-style-type: none"> • 5 = Excellent - Bidder offers all 7 preferential staff solutions. • 4 = Very good - Bidder offers 5 or 6 preferential staff solutions. • 3 = Average - Bidder offers 3 or 4 preferential staff solutions. • 2 = Below average – Bidder offers 1 or 2 preferential staff solutions. • 1 = Poor - Bidder does not offer any of the preferential staff solutions.
<p>b) Financial literacy training to Parliamentary staff. Render financial wellness training to</p>	5	<ul style="list-style-type: none"> • 5 – Excellent • 4 = Very Good



FUNCTIONALITY CRITERIA:		
<p>Parliamentary employees over a five-year period by indicating the committed amount per year. The financial literacy must be structured as follows.</p> <ul style="list-style-type: none"> • Financial literacy training in group sessions with staff • Financial literacy training to focus on: <ul style="list-style-type: none"> i. Personal budgeting ii. Debt management / debt restructuring iii. Everyday financial transactions iv. Saving / investing v. Insurance vi. Wills • All interactions with staff will be the staff's own free will and bidders must act in the best interest of Parliamentary staff. 		<ul style="list-style-type: none"> • 3 = Good • 2 = Below average • 1 = Poor
Total:	100	

10. The Responses

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

10.1. BIDDER'S CONTACT DETAILS:

- 10.1.1. 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.
- 10.1.2. Who, within the service provider organisation, will be authorised to conduct the contract negotiations and sign the eventual contract.

10.2. BIDDER'S PROFILE:

- 10.2.1. Bidder name and address.
- 10.2.2. Company / organisation structure.
- 10.2.3. Commencement date of business.
- 10.2.4. Certificate of Incorporation.
- 10.2.5. Comprehensive audited financial statements for the last two completed financial years (with comparative figures).
- 10.2.6. Proof of affiliation with professional bodies (where applicable).
- 10.2.7. Consent letters for personnel to be assigned to the project, who are not employed by the bidder.

10.3. PROPOSAL:

Bidders must submit proposals that address at least the following:

- 10.3.1. Transactional Banking Services (cheque account).
- 10.3.2. Electronic Banking Services.
- 10.3.3. Cash Management Services.
- 10.3.4. Foreign Exchange Services.

10.3.5. Investment Solutions.

10.3.6. Implementation and Training.

10.3.7. Security policy.

10.3.8. Business Credit Cards and Garage Cards.

10.3.9. Business Petty Cash Card.

10.3.10. Dedicated Bidder's staff team and a client liaison manager.

10.3.11. Cut off times.

10.3.12. Cost efficient processes.

10.3.13. Ability to provide real time payments on request.

10.3.14. Innovative solutions to banking.

10.3.15. Parliament expects the successful bidder to understand and identify its needs to provide innovative solutions. The requirement is the ability to use real-time systems that provides cash management, payment and receipts solutions. These solutions must have built in efficiencies where there is a clear reduction in costs with regard to Parliament's administration and accounting functions, improved controls with the result being in a reduction in operational risk and fraud.

10.3.16. Methodology and approach, timelines and dependencies.

10.3.17. Additional information that motivates for a good fit with Parliament.

11. Pricing Structure

- 11.1 Prices must be quoted in South African currency and must be inclusive of Value Added Tax (VAT).
- 11.2 Bidders must provide prices for the duration of the contract (5 years). The pricing schedule below must be completed.
- 11.3 Bidders are further requested to indicate their price in all elements listed on the pricing schedule below.
- 11.4 Pricing on the pricing schedule is for comparative purposes.

Pricing schedule:

PRODUCT/SERVICE : GENERAL CHARGES						
Description	Unit of measure	Charges (Year 1):	Charges (Year 2):	Charges (Year 3):	Charges (Year 4):	Charges (Year 5):
Minimum service Fee	Per month					
Manual Transfers Us on Them	Per transfer					
Manual Transfers Us on Us	Per transfer					
Debit Orders	Per transaction					
Cash Withdrawals	Per transaction					
Unpaid debit orders						
• Returned to drawer	Per transaction					
• Stop Order rejections	Per stop order					



Description	Unit of measure	Charges (Year 1):	Charges (Year 2):	Charges (Year 3):	Charges (Year 4):	Charges (Year 5):
Deposit Books						
• Standard 40 pages	Per Book					
• A4 Deposit book (P9) 50 Page						
Stop payments						
Special Clearance	Per transaction					
Bank Approved Beneficiaries						
• Set Up	Once off					
• Transaction fee	Per deposit					
Account Verification service(Host to Host)						
Host bank accounts						
Base price	Per line item					
Other bank accounts						
Copy of Bank Statements	Per Statement					
Postal Bank Statements	Per Statement					
Over the counter balance	Per enquiry					
Certificate of balance	Per request					
Cash Deposit handling fee – Branch	Per R100 or part thereof					
Cash Deposit Flat fee	Per deposit					
ELECTRONIC BANKING:						
Basic Subscription	Per profile per month					
Collection subscription	Per profile per month					
File Processing	Per month					
No of Free users	Per profile					
User Fee	Per additional user					
Account Verification service (Host to host)						
Other bank accounts						



Base price	Per line item					
Description	Unit of measure	Charges (Year 1):	Charges (Year 2):	Charges (Year 3):	Charges (Year 4):	Charges (Year 5):
TRANSACTION FEES						
Third Party EFT						
Basic price (0-25transations)	Per transaction					
26 - 50 Transactions	Per transaction					
51 - 100 Transactions	Per transaction					
101 - 200 Transactions	Per transaction					
201 - 1000 Transactions	Per transaction					
> 1000 Transactions	Per transaction					
Stop Payment	Per stop payment					
Bank Statements						
Statement (up to 365 days)	Per statement					
Statement (up to 180 days)	Per statement					
Balance enquiries	Per enquiry					
Inter account transfer	Per transaction					
Images	Per image					
Real time Payments above R5M	Per transaction					
Real time Payments by choice	Per transaction					
Real time payments by choice RTC	Per transaction					
EFT Unpaid	Per item					
SMS Notification	Per transaction					
Fax Notification	Per transaction					
Email Notification	Per transaction					



OPERATION FEES						
Re-issue of passwords	Per password					
Amendments to global limits	Per item					
Deletions item per line	Per item					
Description	Unit of measure	Charges (Year 1):	Charges (Year 2):	Charges (Year 3):	Charges (Year 4):	Charges (Year 5):
Add users	Per item					
Amend users	Per item					
Add beneficiaries	Per item					
Amend beneficiaries	Per item					
Re-issue tokens	Per item					
Renewals of certificates	Per item					
Workshop training	Per person - Per session					
Call out: Technical or Training	Per hour					
Cancellation Fee	Once off					
Credit Card/fuel cards	Per card					

12. Specific Conditions

- 12.1. 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 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).
- 12.2. 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 service provider's personnel who do not perform adequately. The replacement personnel must meet the same minimum requirements outlined in this document.
- 12.3. Where bidders have indicated 'YES' in section 6 of this bid document, proof must be submitted with their bid offers (where applicable). Failure to submit proof will disqualify a bid.
- 12.4. Prospective bidders may submit their questions to tenders@parliament.gov.za or contact the person assigned to deal with enquiries on the advertisement for this bid.
- 12.5. Parliament may request bidders to provide additional pricing information to be utilised for comparative purposes during evaluations.
- 12.6. Parliament reserves the right to conduct a site visit to the premises of the successful bidder/s, manufacturers of the cleaning chemicals and/or cleaning materials, and/or the bidders' references' offices.
- 12.7. Parliament reserves the right to re-appoint or extend the service of the service provider/s where there is a natural continuation of assignments.
- 12.8. Parliament reserves the right not to award this bid in total or part thereof.
- 12.9. Parliament reserves the right to award this bid to one or more bidders.

- 12.10. 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.
- 12.11. The successful bidder/s must enter into a formal service level agreement with Parliament upon appointment and must go through a security clearance process.
- 12.12. The successful bidder/s must be willing to sign confidentiality or non-disclosure agreement.
- 12.13. The successful bidder/s must ensure that they have the adequate, latest equipment throughout the duration of the contract for each of the services they are bidding for.
- 12.14. All relevant clearances and/or memberships must be submitted to Parliament upon the renewal throughout the duration of the contract.
- 12.15. All stakeholders in Parliament must take appropriate steps to ensure maximum protection of themselves and other persons against the spread of the Covid-19 virus as well as other communicable diseases.
- 12.16. Upon arrival in the Parliamentary precinct, the delivery team must adhere to all Health & Safety and Covid-19 protocols.
- 12.17. The successful bidder must continue to provide Parliament with the necessary services for a period of six (6) months beyond the expiry date of the contract or a shorter period as mutually agreed upon should they be unsuccessful in retaining the contract. This measure is mainly to permit incorrect transactions to be rectified from the various bank accounts. The tariffs for this transitional period must be annotated in the bid.
- 12.18. Bidders must ensure that the reference questionnaire is signed by the referee, and the contact details are fully completed with a company stamp or logo thereon. The contact details must include the contact number and/or the e-mail address of the referee as this information will be used by Parliament to verify all references submitted. If the referee does not confirm the information provided, the reference will not be considered.
- 12.19. Parliament may negotiate prices at contracting stage.
- 12.20. The cost of all technical personnel assigned to the project to be covered by the bidder.

- 12.21. The successful bidder must make provision for a 3-month trial run and testing phase.
- 12.22. The successful bidder must liaise with Parliament's Finance Management Office regarding solution processes and procedures ensuring that operational risks are addressed.
- 12.23. Parliament may request the successful bidder to provide additional service on business cash cards and other travel related cash cards.

13. Abridged CV Template

NAME	
POSITION	
ACADEMIC QUALIFICATIONS	
PROFESSIONAL QUALIFICATIONS	
WORK EXPERIENCE	
YEARS OF RELEVANT PUBLIC SECTOR EXPERIENCE AND KEY CLIENTS	
RELEVANT SKILLS	
% TIME AVAILABILITY FOR THIS ASSIGNMENT	

14. References' Template similar to the provision of banking services

(TO BE COMPLETED BY BIDDER'S REFERENCE WITH THEIR LETTERHEAD AND/OR STAMP)

Bidder's name:

- Skill level and professionalism of resources assigned

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

- Core banking services proficiency

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

- Security consideration in systems and operations

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

- Technological integration with existing systems

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

- What are the chances to do repeat business with the bank?

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

- Additional value adds and supplementary benefits for using the bank

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

- Overall satisfaction of the service and deliverable 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.

.....
.....

(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?

Y	N
---	---

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

.....

.....

If more than 25% of the contract/work you enter into Parliament of RSA is to be subcontracted, indicate the following details:

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

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?
(IF YES, ENCLOSE PROOF)

YES / NO

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 :

NAME & SURNAME:

DESIGNATION/RANK:

PERSAL/EMPLOYEE NO:

PLACE/DATE: