



KwaZulu-Natal Legislature

**DESCRIPTION: APPOINTMENT OF THE SERVICE PROVIDER TO RENDER BANKING SERVICES TO KZN
LEGISLATURE FOR A PERIOD OF FIVE (5) YEARS**

Bid No. : **KZNL 11/2022**

COMPANY NAME : _____

Registration No. _____

Type of Bidder (Tick One Box)

One-person Business/Sole Trader	<input type="checkbox"/>
Close corporation	<input type="checkbox"/>
PTY (Ltd)	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Consortium/Joint Venture	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

RETURN OF PROPOSAL

Proposal must be deposited in the **Bid box situated at Ground Floor, KZN Legislature, 244 Langalibalele Street PIETERMARITZBURG 3201** or received by post to The Senior Manager: Supply Chain Management, **Private Bag X 9112, Pietermaritzburg, 3200**

KWAZULU-NATAL LEGISLATURE
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SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL11/2022** CLOSING DATE: **20 December 2022** CLOSING TIME: **11:00**

COMPULSORY BRIEFING : **05 December 2022**

DESCRIPTION: **APPOINTMENT OF THE SERVICE PROVIDER TO RENDER THE BANKING SERVICES TO KZN LEGISLATURE FOR A PERIOD OF FIVE (5) YEARS**

CONTRACT PERIOD: **5 YEARS**

VALIDITY PERIOD: **120 DAYS**

Tender Briefing session will be held on 05 December 2022 2022 at 12h00 via Microsoft teams . Interested bidders are requested to forward their email addresses and name of the company to tenders@kznleg.gov.za by 02 December 2022.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service

<p>BID DOCUMENTS MAY BE POSTED TO: The Head SCM Unit, KZN Legislature Private Bag 9112 Pietermaritzburg, 3200</p>	<p>NOTE: THE POST IS CLEARED FROM THE PIETERMARITZBURG POST OFFICE BEFORE 10:00 ON DUE DATE</p>
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OR

<p>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT: Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201</p>	<p>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME: MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS) 08:00 TO 16:00</p>
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Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER _____ CODE _____ NUMBER _____

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE _____ NUMBER _____

E-MAIL ADDRESS

VAT REGISTRATION NUMBER _____

CENTRAL SUPPLIER DATABASE (CSD) NO. _____

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (Section B) YES NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR...

A REGISTERED AUDITOR.....

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES NO
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: R.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr N Ngcamu
Tel: 033 355 7548 /060 569 2722
E-mail address: ngcamun@kznleg.gov.za

ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:

Contact Person: Mr M Bhengu
Tel: 083 791 2731
E-mail address: bhengum@kznleg.gov.za

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid and original Tax Clearance Tax Clearance Certificates. (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Only bids that were submitted with a valid Tax Clearance certificate will be considered.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases.
(Note: Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

SECTION C (SBD 2)

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel: \Mdk416-SBD2 tax clearance

I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

DATE

SIGNATURE

COMPANY OFFICIAL STAMP

SECTION D :BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

3 DECLARATION

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION E

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90 OR 80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10 OR 20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to request the bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained

in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means *the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

1. ADJUDICATION USING A POINT SYSTEM

- 1.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 1.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 1.3 Points scored must be rounded off to the nearest 2 decimal places.
- 1.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 1.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 1.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2. POINTS AWARDED FOR PRICE

2.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

3. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 3.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 3.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

- 3.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 3.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 3.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 3.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.8 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 EME that has the capability and ability to execute the sub-contract.

4. BID DECLARATION

- 4.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 5.1 B-BBEE Status Level of Contribution: = _____(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

7. DECLARATION WITH REGARD TO COMPANY/FIRM

- 7.1 Name of company/firm:.....
- 7.2 VAT registration number:.....
- 7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) 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;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1. _____

2. _____

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION F
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (COMPANY NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS).....

POSTAL ADDRESS
.....

.....**POSTAL CODE.....**

TELEPHONE NUMBER:

FAX NUMBER:

CELL PHONE NUMBER:

E-MAIL ADDRESS:

SECTION G (SBD 11)

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20,
Mr./Mrs. whose
signature appears below) has been duly authorised to sign all documents in connection with this
bid on behalf of (Name of Company).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
 hereby authorise to sign this bid as well as any contract
 resulting from the bid and any other documents and correspondence in connection with this bid and /or
 contract on behalf of (*company name*)

.....
SIGNATURE	SIGNATURE	SIGNATURE
.....
DATE	DATE	DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, **a certified copy** of the Founding Statement of such corporation shall be included with the bid, together with the **resolution by its members authorising a member** or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

..... Mr/Ms....., whose signature
 appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
 (PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITNESS:- 2

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNED ON BEHALF OF CO-OPERATIVE:.....
(PRINT NAME)

IN HIS/HER CAPACITY AS:..... DATE:.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

WITNESSES: 1 WITNESS:- 2

F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on 20

Mr./Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of :(Name of Consortium)

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITNESS: - 2

G. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE :..... DATE:

IN HIS/HER CAPACITY AS:.....

SECTION H (SBD 12)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- 4 abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 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 or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:.....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:.....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:.....		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Company Name

SECTION I (SBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

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

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

**SECTION J
SPECIAL CONDITIONS OF CONTRACT**

1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2. APPEALS/OBJECTIONS

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

3. AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

4. BID PRICING

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

5. CHANGE OF ADDRESS

- 5.1 Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

6. COMMUNICATION

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:
HEAD OF SUPPLY CHAIN MANAGEMENT
KZN LEGISLATURE
PRIVATE BAG X 9112
PIETERMARITZBURG
3200

7. COMPLETION OF SPECIFICATION

- 7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

8. COMPLETENESS OF BID

- 8.1. Bids will only be considered if correctly completed and accompanied by all relevant Certificates and other necessary applicable information.

9. CONDITIONS OF BID

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.
- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

9.6 Bidders must provide the following particulars about themselves as part of the bid:

- 9.6.1 Where they have their Headquarters
- 9.6.2 Where they have their Regional Office.
- 9.6.3 Name, address and telephone number of bankers together with their bank account number.
- 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

9.7 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 9.7.1 by whom, or with whose assistance, was the business plan drafted?
- 9.7.2 by whom, or with whose assistance, were the bid prices calculated?
- 9.7.3 Whose advice is relied on?
- 9.7.4 Who will provide financial support?

9.8. A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

10. CONTRACT PERIOD

10.1 The contract period: **5 YEARS**

10.2 The KZN LEGISLATURE reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

11.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

12. EQUAL BIDS

12.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

13. EXECUTION CAPACITY

13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document

14. EXTENSION OF CONTRACT

14.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

15. INFORMATION REQUIRED FROM BIDDER

15.1 Bidders must provide the following particulars about themselves as part of the bid:

- | | | |
|--|---|--|
| 15.2 Where they have their Headquarters. | } | Details to be supplied on
Company's letterhead. |
| 15.3 Where they have their Regional Offices. | | |

16. IRREGULARITIES

16.1 Companies are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. JOINT VENTURES

17.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

17.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

18. LATE BIDS

18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

18.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

19. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

19.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN LEGISLATURE.

20. TAX CLEARANCE CERTIFICATE

20.1 The original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate may invalidate your bid (as at the closing date of this bid) unless a valid, original Tax Clearance Certificate is already in the possession of the KZN Legislature's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.

20.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid at the closing date and time of bid.

21. UNSATISFACTORY PERFORMANCE

21.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature

will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

22. VALIDITY PERIOD AND EXTENSION THEREOF

22.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this KZN Legislature may request the bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

23. VAT

23.1 Bid prices must be inclusive of VAT.

23.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

24. PREVIOUS EXPERIENCE

The Bidder must furnish the following details of all previous contracts.

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contact details: That is, Name, phone number and address/s of the company and contact person.

ANNEXURE A

BID NUMBER: KZNL 11/2022

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER THE
BANKING SERVICES TO THE KZN LEGISLATURE FOR A PERIOD OF
FIVE YEARS**

1. BACKGROUND

Section 25 (1) of the Financial Management Act of Parliament and 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 KZN Legislature must promptly be paid; and*
- b) *Such other bank accounts as are necessary for the effective and efficient management of KZN Legislature’s funds.”*

KZN Legislature of the Republic of South Africa requires a suitable service provider to render the banking services in accordance with the afore-mentioned paragraph.

2. OBJECTIVES

The broad objectives of this:

- To provide prospective service providers with adequate information to understand and respond to KwaZulu-Natal Legislature’s requirements for a commercial banking service provider;
- To ensure uniformity in the responses received from each prospective service provider and
- To provide a structured framework for the evaluation of proposals.

3. PURPOSE

KwaZulu-Natal Legislature seeks to identify and appoint suitable service provider to render commercial banking services for a period of five (5) years.

The purpose of this 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 KZN Legislature.

4. SCOPE OF THE REQUIRED SERVICE

Item No.	Item	Item description of work to be done
4.1	Cheque Account	To be able to : <ul style="list-style-type: none"> • do electronic fund transfers for all payments of Kwa-Zulu Natal Legislature, minimum 500 transaction per month and

		<ul style="list-style-type: none"> Receive monthly transfers from Provincial Treasury and adhoc deposits into the bank account from any branch/available facility across South Africa;
4.2	Petty Cash	To provide a Business Cash Card, which can be used to manage our petty cash.
4.3	Foreign Exchange Services	<p>Provide a smooth process for the application and collection of Foreign Exchange, which should include a pre-approved draw down facility with the following benefits:</p> <ul style="list-style-type: none"> KZN Legislature should be able to apply and collect foreign exchange at the nearest branch; Daily foreign exchange information should be made available online or electronically to designated KZN Legislature staff and
4.4	Investment Solutions	To provide full access of investment solutions to the KZN Legislature and offer a comprehensive range of investment products and services.
4.5	Cash Management	Provide a Cash Management System where the daily total debit balances and daily total credit balances of all the KZN Legislature 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.
4.6	Wellness program	The bank's ability to provide Members of KZN Legislature and employees of KZN Legislature with discounted interest rates for housing bonds, vehicles, loans, funeral cover, life cover, Automatic Teller Machine (ATM) installation on site, etc.
4.7	Implementation and Training	<p>To provide a dedicated team and Project Manager for All-inclusive seamless installation of all solutions, Transactional Banking Solutions and Electronic Banking Solutions.</p> <p>Dedicated implementation team to facilitate a smooth transition of banking services to KZN Legislature, provision of training and training materials.</p>
4.8	Support	Support to be available 365/24/7 per the terms of the Service Level Agreement.
4.9	Loyalty Points	To provide loyalty points for banking services
5.10	Airport lounge	To provide access to airport lounge to KZN Legislature Members and employees
4.10	Credit cards KZN Legislature leadership	To provide a credit card facility to KZN Legislature leadership.
4.11	Foreign currency	Delivery of ordered foreign currency

5. MANDATORY SUBMISSION REQUIREMENTS

Description of requirement	Indicate YES/NO	Comment or reference to proposal
Bidders must submit a company profile indicating core competencies and at least three key similar projects implemented indicating positive references.		
The Bank should provide an example of the security features on its overall solutions.		
Bidders must submit a proposal which demonstrates their understanding of requirements.		
Bidders must provide CV"s of an operational team to be assigned to this account, with proven track records of experience in similar engagements, the composition of which, reflects the demographics of South Africa.		

5.1 GENERAL	Indicate YES/NO	Comment or reference to proposal
Bidder must have 15 or more years of relevant experience in the provision of banking services		
KwaZulu-Natal Legislature must have access to account balances and able to transact 24 hours a day		
Bidder must provide reference on payee's accounts to Current Account Services		
<p>Bidders must comply with the following requirements:</p> <p>Banks Act, 1990 (Act No. 94 of 1990),</p> <ul style="list-style-type: none"> • 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), • Financial Intelligence Centre Act, (Act No 30 of 2001), • Financial Advisory Intermediary Services Act (Act No 37 of 2002), • Financial Services Board Act (Act 97 of 1990) • Code of Banking practice; and • Any other Act of Prescripts of the Republic of South Africa • South African Reserve Bank • National Credit Regulator • Financial institution registered as per Bank Act <p>There is no specific provision in the Mutual Banks Act which prohibits mutual banks from accepting deposits from government, but section 7((3) of the Municipal Finance Management Act 56 of 2003 prohibits a government institution from opening a bank account with an institution that is not a registered bank in terms of the Banks Act,</p>		
KwaZulu-Natal Legislature requires that all its bank accounts be maintained at a banking institution branch in Pietermaritzburg.		
<p>Bidder must provide a commitment to offer customized and sustainable banking services in relation to KwaZulu-Natal Legislature's needs through dedicated service managers.</p> <p>Dedicated customer service personnel</p>		

<p>KwaZulu-Natal Legislature must have the following benefits:</p> <ul style="list-style-type: none"> • Call deposits • Access to overnight call deposits for investment requirements. • The ability to transact telephonically with transactions concluded by mid-day to enable the banks to manage the cash flow effectively. <input type="checkbox"/> <p>Reporting/Information available</p>		
<p>5.2 BANKING PLATFORM</p>		
<p>Bidder must provide an ERP system/any other financial system technical developer to develop the 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)</p>		
<p>Bidders must provide for 7 payment files as follows:</p> <ul style="list-style-type: none"> • 2 x Supplier payment (accounts Payables) and political party transfers. • 6 x existing payroll payment files (Members, Legislature staff, Contractors, Interns, Temp staff, and Ad Hoc staff. 		

<p>Bidders must include the possibility of moving to Banking Host-to-host secure payment system (two way data transfer) i.e. The bank should import the payment file from the R3 directly for efficiency improvements, instead of manually exporting them to a memory stick and manually uploading payment files to their bank system.</p>		
<p>The Bidder must be able to:</p> <ul style="list-style-type: none"> • Facilitate the secure and timeous movement of funds and • KwaZulu-Natal Legislature’s requirements in respect of EFT’s for all salaries, creditors and other payments. 		
5.3 ELECTRONIC FUNDS TRANSFER		
<p>Payments to beneficiaries at host bank to be effected in real-time</p>		
<p>Payments to beneficiaries at other banks to be effected on a same day value basis</p>		
<p>Intra-group transfers for transfers between KwaZulu-Natal Legislature s own bank accounts maintained by the successful Bidder;</p>		
<p>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;</p>		;
<p>Allow payments to be post-dated;</p>		
<p>Provide for next day payment service;</p>		
<p>Remittance advices; advice of payment can be sent by e-mail.</p>		
<p>Referencing is available for all transactions simplifying bank reconciliations; and</p>		
<p>Data import capabilities.</p>		
<p>The following are imperatives for management of payments:</p> <ul style="list-style-type: none"> • Timeous and secure processing of all transactions • Ability to interface (where required) with payroll and line-of-business applications currently being used; • Host connection via a dedicated line; • Stringent authorization, security controls and enhanced data integrity due to stringent validation controls; • 2 to release (AA or AB, A being designated Authorised Signatories, B Authorised Releaser only) • Efficient management and reduction of risk processes 		

<p>To provide on-line real-time account balance and transaction enquiries:</p> <ul style="list-style-type: none">• To provide real-time transaction search capabilities;• To provide archival services (greater than 180 days) and• To provide transaction history (list of transactions) storage retrieval for up to 180 days.		
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<p>5.3.1 STATEMENTS AND RECONCILIATION MANAGEMENT The Bidder must provide the automatic downloading of electronic banking statements for subsequent import to the KwaZulu-Natal Legislature's line of business systems.</p>		
<p>A proposed host link option should be made available to KwaZulu-Natal Legislature in order to facilitate high volume processing of electronic salary payment transfers, debit collections and electronic statements.</p>		
<p>5.3.2 CASH MANAGEMENT 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 Legislature to set up accounts and consolidate them at various reporting levels.</p>		
<p>The accounts must be structured in such a way that it reflects the operating structure for KwaZulu-Natal Legislature's. This would enable easing facilitation of reporting and management balances at different reporting levels.</p>		
<p>Comprehensive statement, transaction enquiry and reporting facilities must be available via file transmission for direct interface with KwaZulu-Natal Legislature's financial and accounting system that will allow Legislature to keep strong administrative and accounting controls over banking accounts.</p>		
<p>The Petty Cash Cards must have the following features:</p> <ul style="list-style-type: none"> • Legislature will be responsible for the reconciliation and the control of the cards; • No limit to the actual number of cards that may be issued on the account; • The ability to be linked to an account; • Legislature will specify to whom a card may be issued; • Employees nominated by the Legislature are issued with a card, and a unique pin, and can Withdraw amounts up to a specified daily limit and • The statement for the petty cash account should detail card numbers, dates and amounts drawn. 		
<p>5.4 INTEREST CALCULATION, DISTRIBUTION AND APPLICABLE RATES The interest earned or paid by the Legislature is to be paid to a designated interest account for cash management purposes. The Bidder should have the ability to handle the interest distributions in consultation with the Legislature Finance Office, and be paid into the cheque account.</p>		

<p>The Legislature 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 Legislature.</p>		
<p>5.5 CASH MANAGEMENT REPORTING</p> <p>To facilitate administrative and accounting functions, online and hardcopy reports must be available that give, amongst other information, the daily net cash position of the Legislature (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>5.6 MOVEMENT OF FUNDS IN THE SAME CASH MANAGEMENT POOL</p> <p>The ability to effect real time transfers with built-in security controls which prevent unauthorized movement of funds, including an audit trail report which records all additions, amendments, authorization of transfers and the date and time of each transaction.</p>		
<p>5.7 MANAGEMENT OF THE CASH MANAGEMENT SYSTEM</p> <p>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 Legislature and its operations.</p>		
<p>Bidder 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 Legislature's requirements are fully met.</p>		
<p>5.7.1 Accounts</p> <p>The Bidder must provide confirmation (affirmative or negative only) of details (Account name, branch code, and account number) supplied by the Legislature. This service will provide the necessary validation of beneficiary banking details prior to input into the Legislature's beneficiary data base.</p>		
<p>The Bidder must have the ability to transmit confirmation requests to the Legislature by Electronic means, e-mail, telephone and fax.</p>		
<p>5.7.2 Statements</p> <p>The Bidder is to provide statements on all accounts on a daily basis to the Legislature by 12h00 daily. The Bidder should have the ability for statements to be electronically delivered via e-mail to designate the Legislature officials.</p>		
<p>5.7.3 Image copy service provision</p> <p>The ability of the Bidder to provide the Legislature with image copies of cheques debited to its accounts.</p>		

<p>5.7.4 Deposit identifier The Bidder should be able to provide a deposit identifier on the Legislature's deposits which incorporates a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits made into Legislature's accounts.</p>		
<p>The Bidder must have the ability to provide an image copy of all unpaid accounts to be sent by e-mail.</p>		
<p>5.7.6 Charges and fees The statements should specifically reflect charges in respect of cheque service fee and cash deposit fees alongside each transaction. Other bank charges and fees can appear on separate line items on the statements.</p>		
<p>5.8 INVESTMENT SOLUTIONS The money market operations must make use of sophisticated dealing and back office systems that will enable Legislature to obtain reports and statements on a regular basis. These reports are to reflect dealing activities, maturity profiles and positions, which will assist Legislature in minimising idle balances and making investments in accordance with all future cash flow projections.</p>		

6. EVALUATION CRITERIA

80/20 or 90/10 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:

Evaluation Stage One – Compliance with administrative requirements as stated in the Standard Bidding Documents and the mandatory requirements as listed on section 1 and 2. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation.

Evaluation Stage Two – In this evaluation stage, bidders are expected to obtain a minimum of 80 out of 100 points to proceed to the next evaluation stage. Failure to obtain the prescribed 80 points will automatically disqualify the bidder’s offer from proceeding to the next evaluation stage.

Evaluation Stage Three – In this evaluation stage 80 or 90 points are allocated for the price, and 20 or 10 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.

FUNCTIONALITY CRITERIA	Weight/s(100)	
1. Capability		
a) Years in operation:		10 points
<ul style="list-style-type: none"> • 15 years or more • Less years 15 years’ experience will results to non-scoring 	10 points 0 points	
b) Quality of reference to be assessed based on the following:		20 points
<ul style="list-style-type: none"> • Skill level and professionalism of resources assigned • Core banking services proficiency • Additional value adds and supplementary benefits for using the bank • Security consideration in systems 	6 points 6 points 4 points 4 points	
2. Capacity		15 points
a) CVs of dedicated account manager with relevant experience and qualifications that have worked for public sector clients or entities similar to Legislature: <ul style="list-style-type: none"> • with 15 years or more relevant experience • with 12 - 15 years relevant experience • with 8 - 11 years relevant experience • with less than 7 years relevant experience 	15 points 10 points 5 points 0 points	

3. Proposal		30 points
Proposal that demonstrates an understanding of the assignment, including proposed methodology and approach that are aligned to Legislature’s outputs and timeframes, resources and dependencies <ul style="list-style-type: none"> • Service provider shows exceptional understanding of requirements • Service providers shows partial understanding of requirements • Service provider shows limited or no understanding of requirements 	30 points 15 points 0 points	
4. Viability of Bidders Response		10 points
Financial capacity of the Bidder(s). The following financial ratios shall apply and grades as follows (Liquidity, Financial Autonomy, Profitability & Solvency)		
<ul style="list-style-type: none"> • Good • Acceptable • Weak 	10 points 05 points 0 points	
5. Interest Rates		10 points
<ul style="list-style-type: none"> • Prime minus 1% and more • Prime minus 1 % 	10 points 05 points	
6. Availability of historical data		05 points
<ul style="list-style-type: none"> • Availability of archival services greater than 180 days • Availability of transaction history for up to 180 days 	05 points 03 points	
Total Points		100 Points
Functionality Threshold		80 Points

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.

7. PRICING STRUCTURE

Bidders are required to complete all detail in the pricing schedules below. The following are the approximate annual volumes and values of Legislature’s banking transactions, based on the previous 12 month period, which will be utilized for the total cost calculations of the tender. The information is included in order that bidders can all provide fixed prices based upon a common set of assumptions. This will allow an evaluation of prices on a fair and equal basis. The total 5-year price is the final overall value that will be used in the price evaluation for price points.

Bidders are requested to quote firm prices that should remain valid for the first year of the contract. Thereafter, contract prices for later years may be negotiated adjusted in line with CPI in accordance with the terms and conditions of the contract.

All prices shall be VAT inclusive. The cost schedule must be completed in full (delete which is not applicable)

DESCRIPTION	Frequency Per year	Cost Per Transaction	
Deposits (both cash and EFT)	240		
Interest on credit balances	12		
Fees for bank cheques	60		
Cost for stop payments	60		
Business petty cash transactions	24		
Transfers between accounts	24		
Enhanced deposit identifier (check digit verification)			
Debit order	120		
Supplier and third party payments	36,000		
Salary transfers	36,000		
Banks Statements/ month (upload "ready" file)	24		
Foreign Exchange Transactions (advances and travel card/wallet)	240		
Amendments to mandates	12		
Auditors report	2		
Certificate of balance	2		

Long outstanding queries raised after 3 months or more.	24		
Set up (once-off):			
- Installation	1		
- Training	1		
Accounts:			
- Accounts (per accounts) 60-day history	5		
- 90-day history	5		
- 120-day history	5		
Transactions (per transactions)	5		
Help desk enquiries:			
- Source document	5		
- Transaction tracing (per item)	5		
- Password reset / re-issue (per item)	5		
Disputed items	12		
TOTAL			
SUMMARY FOR PRICE POINTS ALLOCATION AND EVALUATION PURPOSES			
Estimated Price Year 1 price (Including set-up fees and any other once off costs)		R	
Estimated Price Year 2 escalated @ _____%		R	
Estimated Price Year 3 escalated @ _____%		R	
Estimated Price Year 4 escalated @ _____%		R	
Estimated Price Year 5 escalated @ _____%		R	
Total Estimated Price over 5 year period	R		

ANNEXURE B

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices