



PARLIAMENT

OF THE REPUBLIC OF SOUTH AFRICA

**INVITATION FOR PROPOSALS:
P1/2023: PROVISION FOR THE
REVIEW OF THE FUNDING
MODEL OF PARLIAMENT OF
RSA**

Invitation for Proposal

PROPOSAL NUMBER: P1/2023

**PROPOSAL DESCRIPTION: Provision for the Review of the Funding
Model of Parliament of RSA**

You are hereby invited to submit a Proposal for the Parliament of the Republic of South Africa.

Issue Proposal	25 August 2023
Virtual Non-Compulsory Briefing Session	01 September 2023 at 11H00 (<i>refer to page 5</i>)
Closing Date & Time	08 September 2023 at 12H00

1. This RFP bundle consist of the following documents:
 - 1.1 This letter of invitation for Proposals.
 - 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 Terms of Reference (TOR)..... Annexure D.
 - 1.6 Contractual Obligations Annexure E.
 - 1.7 Declaration of Interest.....Annexure F
 - 1.8 Proposal Declaration Annexure G.
 - 1.9 Declaration of Service providers past procurement practices..... Annexure H.
2. This P1/2023 **proposal 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 RFP 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 Proposal and all others (costs included) shall remain binding and valid for a period of one-hundred and twenty (120) days calculated from the closing date of the Proposal.
2. Parliament reserves the right to notify service providers 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 service providers 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 proposal process and to whom all correspondence should be directed.
5. The Proposal 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 Proposal is not duly filled in and signed in ink it may invalidate the Proposal. Where alterations have been made to any part of the Proposal, the Service provider must sign next to such alteration.**
7. **All Proposals must be submitted on the official forms (not to be retyped). The Service provider's must initial all the pages of this proposal to acknowledge acceptance of understanding. The signed proposal must be returned with the proposal.**
8. The service provider must certify that the personnel identified in its response to this Proposal will be the persons actually assigned to Parliament. Any changes in the personnel from those identified in the response to the Proposal 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.
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 service provider in the case of a consortium.
11. Where Joint Ventures or Consortiums are formed, the Supplier Accreditation Form (SAF) shall be filled in, in respect of every entity or company participating in the Joint Venture or Consortium.
12. A Copy of the Joint Venture Consortium agreement must be attached.

Virtual Non-Compulsory Proposal Briefing Session

Date: 01 September 2023
Time: 11H00
Venue: Microsoft Teams (service providers must send an email to tenders@parliament.gov.za by 31 August 2023 at 13H00 to confirm their intention to attend the virtual non-compulsory briefing session and to enable your invitation).

Format for the submission of Proposals

13. This Proposal must be submitted in accordance with the format, times and place as prescribed in the Proposal document.
14. **All responses must conform to instructions. Failure to provide relevant information, signatures or any other requirements of this Proposal 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. Service providers must use the checklist below to ensure completeness of their proposal submission.

***NB: Proposal Compliance Checklist**

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

No.	Description of requirement	
a)	Completion of ALL proposal 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 proposal)	

If you do not submit the following documents your proposal 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 proposals

17. The electronic proposal submissions must be emailed to tenders@parliament.gov.za on or before the closing date and time. No faxed copies will be accepted.

Time frames

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

Ownership of Proposals

20. All submissions in response to this proposal, 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 proposals:
 - a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
23. The value of this proposal 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 proposal will be 80/20. Points will be awarded for:

(a) Price	80
(b) Specific HDI and/or RDP Goals	20

Calculation of points for HDI and/or RDP Goals

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

Specific goals:	Number of points:	Points claimed by the service provider:	Service providers must supply the following documents when claiming preference points:
HDI GOALS			
Black	6		ID Document
Women	4		ID Document
People with disabilities	3		Medical Certificate

RDP GOALS			
Youth	2		ID Document
Promotion of SMMEs	2		Annual Turnover
Empowerment of local communities	3		Proof of address

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

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

Discounts

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

Proposa Declaration

- 26 Only a service provider 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 service providers, at the cost of service providers, as part of the evaluation process to provide further information, submission of substantiating documentation or clarification to Parliament as deemed necessary.

Award of Proposal

- 29 The award of this Proposal 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 Proposal to more than one successful Service provider, either in full or in part.
- 31 Parliament reserves the right not to award this contract.

- 32 Service Level Agreements, where applicable, will be concluded with the successful service provider.

Subcontracting

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

Other

- 34 Parliament may amend or cancel this Proposal 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.

Service providers 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 Service provider will be required to replace them on their list. If the Service provider is ultimately unable to offer personnel with satisfactory security clearance his Proposal 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 Service provider will be required to hand in to the Department within Forty-Eight (48) hours after being requested, following formal acceptance of the Proposal, 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 Service provider 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 Proposals so as to minimise delays in security clearance of personnel once the Proposal 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 Proposal 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 service provider)*

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 proposal 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 proposal, 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 proposal to the highest scoring service provider, if such service provider has been awarded a proposal by Parliament or has performed services for Parliament during the last twelve (12) months prior to the closing date of the proposal.
- 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 service provider(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 Service provider **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. Service providers may submit a valid tax pin number or submit an **original and valid** Tax Clearance Certificate in order not to invalidate the proposal. ***“Refer to page 6 “Proposal Compliance Checklist”.***
3. No contract shall be concluded with any service provider whose tax matters are not in order Prior to the award of a proposal, Parliament must be in possession of an original tax clearance certificate, or tax pin number submitted by the service provider.
4. In proposals where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate or tax pin number.

ANNEXURE D

PROVISION FOR THE REVIEW OF THE FUNDING MODEL OF PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

Request for Proposals (RFP)

Terms of Reference

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1. Background

The Financial Management of Parliament Act was enacted in 2009, to provide for the regulation of Parliament of the Republic of South Africa's financial management environment. The FMPA's enactment was an attempt to separate Parliament's financial management from the executive in recognition that Parliament of the Republic of South Africa is a separate arm of the state. In 2014, the Act was amended to include reference to the Provincial Legislatures.

Despite the enactment of legislation that provides for separate regulation of Parliament of the RSA's finances, Parliament of the RSA's budget is still dependent on the allocations from National Treasury.

The practice undermines Parliament of the RSA's mandate to hold the executive to account and undermines long-term planning in the execution of Parliament of the RSA's constitutional mandate. Specifically, to exercise oversight over the executive, and law-making, provide public access, and enhance public participation. The Commission of Enquiry into Allegations of State Capture highlighted the need for Parliament to strengthen its oversight capabilities. In addition, recent court judgements have also indicated the need for Parliament to strengthen its public participation model. Parliament's administration together with the Presiding Officers and MPs have developed an action plan to address the shortcomings identified.

The key dependency in addressing the shortcoming is funding. Parliament has for several years highlighted the underfunding of Parliament's budget. Despite the increasing size and budget of the Executive, Parliament of the RSA's budget have not increased significantly over the past 10 years hampering the abilities of Parliament to exercise the constitutional mandate.

In addition, the structure of Parliament of the RSA's budget also includes obligations to fund political parties, medical aid for Members of Parliament (MPs), and MPs' remuneration, all of which require resources, specifically human resources, to deliver services to MPs. The expenditure on these items is none discretionary and not under the control of the Accounting Officer.

Furthermore, the Parliament of the RSA's maintenance budget is not controlled by the Parliament of the RSA as Parliament of the RSA's landlord, the Department of Public Works & Infrastructure (DPWI), receives the allocations from the National Treasury. The practice further undermines Parliament of the RSA's ability to exercise its mandate.

A similar situation exists at a provincial level where provincial legislatures budgets are curtailed by the respective treasuries they are supposed to oversee. A few of the Legislatures have taken steps

to review and develop their own money bills amendment laws and procedures to establish a mechanism for the legislature to determine its own budget. However, without a sector wide approach and a logical funding model the work of Parliament and the Provincial Legislatures will not realise its intended mandate as outlined in the constitution.

Parliament therefore seeks to develop a new funding model to ensure that Parliament and the legislatures are adequately funded.

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 the review of Parliament of the RSA's funding model and that of the Legislatures.
- 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 Proposal (RFB)

Parliament of the RSA (hereon in this document referred to as "Parliament") seeks to identify and appoint suitable service provider to review Parliament's funding model.

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

- 4.1. The appointed service provider will be required to:
 - 4.1.1. Review Parliament's cost model and current funding arrangements:
 - 4.1.1.1. Review and analyse the cost model of Parliament considering the mandate, strategic plan, and annual performance plan and operating model.
 - 4.1.1.2. Prepare a cost model that considers the mandate of Parliament, maintenance of buildings, maintenance and operations of the Parliamentary Villages.

- 4.1.1.3. Review and the analysis of the current funding model of Parliament concerning Parliament's mandate.
- 4.1.1.4. Identify key stakeholders in the funding arrangements and their respective mandates concerning Parliament's funding.
- 4.1.1.5. Present a detailed diagnostic of the shortcomings in the current funding arrangements.
- 4.1.1.6. Perform a detailed assessment of the legislation relative to the funding of Parliament.
- 4.1.1.7. Review and analyse historical funding/cost data.
- 4.1.1.8. Provide a financial model that considers Parliaments' future funding requirements of the 7th Parliament.
- 4.1.2. Benchmark of cost models and funding models with other Parliaments:
 - 4.1.2.1. Determine the funding models of the respective Parliaments across the world considering the fiscal and socio-economic context of the South African context.
 - 4.1.2.2. Identify other possible funding mechanisms employed by oversight entities.
 - 4.1.2.3. Identify funding models of sub-national Parliaments and their relationships with National Parliaments in determining their budgets.
 - 4.1.2.4. Identify funding mechanisms for Party Political funding that can assist Parliament to better support Political Parties in doing constituency work.
 - 4.1.2.5. Identify the key stakeholders in each of the respective Parliaments and their respective mandates.
 - 4.1.2.6. Perform a gap analysis on the respective funding models of the Parliament of the Republic of South Africa and the mentioned Parliaments.
 - 4.1.2.7. Determine the viability of each funding model in the South African context.
 - 4.1.2.8. Provide an economic forecast of possible funding from each model and identify positive and negative risks of each model.
- 4.1.3. Provide recommendations:
 - 4.1.3.1. Provide recommendations on a suitable funding model for Parliament and legislatures
 - 4.1.3.2. Determine the enabling mechanisms to implement the funding model.

- 4.1.3.3. Determine the changes required (rules, processes, etc.) to implement the funding model.
- 4.1.3.4. Develop a funding strategy for Parliament based on the recommended funding model
- 4.1.3.5. Provide an implementation roadmap for Parliament.
- 4.1.3.6. Recommend possible study tour destinations to understand the recommended approach to funding Parliament.

5. Project Deliverables

5. The successful service provider must have:

5.1 Reviewed Parliament's cost model and current funding arrangements as specified in 4.1.1.

5.2 Benchmarked of cost models and funding models with other Parliaments as specified in 4.1.2.

5.3 Provided recommendations as specified in 4.1.3.

6. service providerMandatory Submission Requirements

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

Description of requirement	Indicate YES/NO	Comment or reference to proposal
Service providers must submit a company/consortium profile that highlights the suitability, experience and capabilities of the service provider to complete the project within the timeframes suggested.		
Service providers must submit a detailed proposal that outlines the approach, methodology and additional value-added comments on the TOR.		
Service providers must submit a proposed project plan for the implementation including project schedule indicating tasks, milestones, resources to be assigned to the project, timelines and dependencies.		
Service providers must submit audited or independently reviewed financial statements for the last two (2) completed financial years (with comparative figures).		
Service providers must submit a list of similar projects undertaken outlining how the scope and nature of the exercise relates to the TOR. In addition, Service providers must submit at least three (3) references where similar work was undertaken in the last ten (10) years with details of the project scope. Service providers' references must complete Annexure A.		
<p>I..... (Name)..... (Signature) duly authorised by the bidding company, hereby confirm that I have read and complied with the above mandatory requirements.</p>		

7. Mandatory Functional Requirements

Service providers must please include supporting documentation, where possible.

Service providers must however still indicate “Yes” in the fields in order to proceed to the next evaluation stage. Where service providers have indicated “No” they shall be disqualified from the evaluation process.

Description of requirement	Indicate YES/NO	Comment or reference to proposal
Service providers must have at least a track record in experience in organisational design, and the development of funding models with expertise in financial and economic modelling		
The Project Leader with a minimum of twenty (20) years of relevant experience.		
The project team must have a good understanding experience of Parliamentary processes, development legislation and Parliamentary processes.		
<p>Service providers must be able to provide a team consisting of the following disciplines who are experts, with relevant experience and qualifications, in their respective fields:</p> <ul style="list-style-type: none"> • Administrative and Constitutional Law • Administrative and Parliamentary Procedures • Governance • Public Sector Financial Management • Development of Cost and Funding Models • Financial modelling and economic modelling • Organisational Design • Civil Engineering • Any other expertise suggested by the service provider. 		

I..... (Name)..... (Signature) duly authorised by the bidding company, hereby confirm that I have read and complied with the above mandatory requirements.

8. Evaluation Criteria

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

Preference points for this proposal shall be awarded for:

- (a) Functionality: 100
- (b) Price: 80
- (c) HDI & RDP goals: 20

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

8.1.2. **Evaluation Stage Two** – In this evaluation stage, service providers are expected to obtain a minimum of 70 out of 100 points to proceed to the next evaluation stage. Failure to obtain the prescribed 70 points will automatically disqualify the proposal offer from proceeding to the next evaluation stage. Refer to table 8.1.2 (a) below.

8.1.3. **Evaluation Stage Three** – In this evaluation stage 80 points are allocated for the cheapest price, and 20 points for the specific HDI and/or RDP goals as identified in paragraph 8.6 of the Preferential Policy of Parliament as listed below.

Points will be awarded to service providers for supplying the supporting documents listed in the table below:

Specific goals:	Number of points:	Points claimed by the service provider:	Service providers must supply the following documents when claiming preference points:
HDI GOALS			
Black	6		ID Document
Women	4		ID Document
People with disabilities	3		Medical Certificate
RDP GOALS			
Youth	3		ID Document
Promotion of SMMEs	4		Annual Turnover

Table 8.1.2 (a) - Functionality evaluation criteria

FUNCTIONALITY CRITERIA	WEIGHT	MAXIMUM TO BE AWARDED
FUNCTIONALITY	100	
1. Capability	25	
a) Experience in organisational design and the development of funding models.	15	<ul style="list-style-type: none"> • 5 - Excellent = 11 years or above • 4 - Very good = 9 to 10 years • 3 - Good = 7 to 8 years • 2 - Average = 5 to 6 years • 1 - Poor = 3 to 4 years
b) Quality of references where similar work has been rendered.	10	<ul style="list-style-type: none"> • 5 - Excellent = Average score of 5 • 4 - Very good = Average score of 4 • 3 - Good = Average score of 3 • 2 - Average = Average score of 2 • 1 - Poor = Average score of 1
2. Capacity	40	
a) Project Leader relevant project management experience and qualifications.	20	<ul style="list-style-type: none"> • 5 - Excellent = 28 years or above • 4 - Very good = 26 to 27 years • 3 - Good = 24 to 25 years • 2 - Average = 22 to 23 years • 1 - Poor = 20 to 21 years
b) Project team with relevant experience and qualifications.	15	<ul style="list-style-type: none"> • 5 - Excellent = average of 17 years or above • 4 - Very good = average of 14 to 16 years • 3 - Good = average of 11 to 13 years • 2 - Average = average of 8 to 10 years • 1 - Poor = average of 5 to 7 years



FUNCTIONALITY CRITERIA	WEIGHT	MAXIMUM TO BE AWARDED
3. Proposal demonstrating understanding of requirements:	30	
a) High-level methodology / approach, which will demonstrate their understanding of the requirements.	15	<ul style="list-style-type: none"> • 5 - Excellent • 4 - Very good • 3 - Good • 2 – Average • 1 - Poor
b) Proposed project plan for the implementation including project schedule indicating tasks, milestones, resources to be assigned to the project, timelines and dependencies	15	<ul style="list-style-type: none"> • 5 - Excellent • 4 - Very good • 3 - Good • 2 - Average • 1 - Poor
4. Viability of service providers' response	5	
Financial capacity of the service provider/s. The following financial ratios shall apply and grades: Liquidity, Financial Autonomy, Profitability & Solvency):	5	<ul style="list-style-type: none"> • 5 - Excellent • 4 - Very good • 3 - Good • 2 - Average • 1 - Poor

9. The Responses

Service providers' responses must be submitted as outlined in the standard proposal documents.

9.1. SERVICE PROVIDER'S CONTACT DETAILS:

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

9.2. SERVICE PROVIDER'S PROFILE:

- 9.2.1. Service provider's name and address.
- 9.2.2. Company / organisation structure.
- 9.2.3. Commencement date of business.
- 9.2.4. Certificate of Incorporation.
- 9.2.5. Consent letters for personnel to be assigned to the project, who are not employed by the service provider.
- 9.2.6. A proposal indicating the proposed high-level methodology / approach, which will demonstrate their understanding of the requirements.

10. Pricing Structure

- 10.1. Price must be quoted in South African currency and must be inclusive of Value Added Tax (VAT).
- 10.2. Potential service providers are further requested to indicate their price in all elements listed on the pricing schedule.
- 10.3. Price will be evaluated based on 80 points and applicable formula of calculating points scored by each service provider.
- 10.4. Prices must remain fixed for the duration of the contract. The pricing schedule below must be completed taking into account inflationary adjustments.
- 10.5. All costs for disbursements must be incorporated into the price offer.

Pricing schedule:

No:	Description	Total cost
1	Review of Parliament's current funding arrangements	
2	Benchmarking with other Parliaments	
3	Providing recommendations	
GRAND TOTAL:		

11. Specific Conditions

- 11.1 Where a joint venture / partnership submits an offer for this proposal, 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).
- 11.2 Where service providers have indicated 'YES' in section 6 and 7 of this proposal document, proof must be submitted with their proposal offers (where applicable). Failure to submit proof will disqualify a proposal.
- 11.3 Service providers must certify that the personnel identified in its response to this proposal will be the persons actually assigned to Parliament. Any changes (additions, etc.) in the personnel from those identified in the response to the proposal 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.
- 11.4 Prospective service providers may submit their questions to tenders@parliament.gov.za or contact the person assigned to deal with enquiries on the advertisement for this proposal.
- 11.5 A briefing session will be held on a date specified in the advertisement of this proposal.
- 11.6 Parliament may request service providers to provide additional pricing information to be utilised for comparative purposes during evaluations.
- 11.7 Parliament reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.
- 11.8 Parliament reserves the right to invite shortlisted service providers to make presentations to its evaluation team.
- 11.9 Parliament reserves the right not to award this proposal in total or part thereof.
- 11.10 Parliament reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the proposal to the highest scoring service

provider, if such service provider has been awarded a proposal by Parliament or has performed services for Parliament during the last twelve (12) months prior to the closing date of the proposal.

- 11.11 The successful service provider/s and its employees must comply with Parliament security clearance and must be willing to sign confidentiality or non-disclosure agreement.
- 11.12 The successful service provider/s must enter into a formal service level agreement with Parliament upon appointment and must go through a security clearance screening process.
- 11.13 The award of the contract will be subject to the successful conclusion of a Service Level Agreement.
- 11.14 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 service provider(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.
- 11.15 All relevant clearances and/or memberships must be submitted to Parliament upon the renewal throughout the duration of the contract.
- 11.16 Service providers must complete the declaration of interest section of the standard proposal documents and indicate whether any of their directors are employees of the state. Failure to comply with this requirement will result in Parliament disqualifying or suspending the supplier from its systems.

ANNEXURE A – REFERENCES' TEMPLATE SIMILAR TO THE PROVISION OF ...

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

Service provider's name:

.....

- Skill level and professionalism of team members assigned:

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

- Quality of services:

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

- Adherence to timeframes / deadlines:

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

- Overall satisfaction of the service and deliverables received:

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

- Additional value add and supplementary benefits for using the service provider:

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

**STAMP BY SERVICE
PROVIDER'S REFERENCE**

.....
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 the proposal 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 service provider is therefore requested to complete Sections a – d of the declaration below in substantiation.

(a) Are you or any person connected with the service provider, 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 company submitting a proposal.

.....
.....

(b) Are you or any person connected with the service provider, 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 company submitting a proposal.

.....
.....

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

Y	N
---	---

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

.....
.....

Y	N
---	---

(d) Do you, or any person connected with the service provider, 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 proposal?

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

.....

Name of Representative: _____

Signature: _____ Date: _____

ANNEXURE G: PROPOSAL DECLARATION

1. IF THE SERVICE PROVIDER IS IN PARTNERSHIP / JOINT VENTURE / CONSORTIUM.

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

.....

.....

hereby authorize

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

FULL NAMES

CAPACITY

SIGNATURE

2. IF THE SERVICE PROVIDER 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 SERVICE PROVIDER IS SUB-CONTRACTING.

I, the undersigned,

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

.....

.....

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

4. IF THE SERVICE PROVIDER IS AN ENTITY / COMPANY / CC / TRUST.

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

THE SERVICE PROVIDER ELECTS DOMICILLIUM CITANDI ET EXECUTANDI IN THE
REPUBLIC

AT:.....
.....

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

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

TOTAL PROPOSAL 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 Proposal.
4. I hereby undertake to render services described in the attached Proposal documents to Parliament in accordance with the requirements and task directives / proposals specifications stipulated in this 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 Proposal.
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 Proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal 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 Service provider or any other person regarding this or any other Proposal.
9. I confirm that I am duly authorised to sign this contract.

ANNEXURE H: DECLARATION OF SERVICE PROVIDER'S PAST PROCUREMENT PRACTICES

1. This document forms part of all proposals 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 proposal of any service provider may be disregarded if that service provider, 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 proposal.

Item	Question	Yes	No
4.1	Is the service provider 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 service provider 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 service provider 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: