



Limpopo Legislature

DOCUMENT UNIQUE NUMBER:

REQUEST FOR BID/TENDER:

PROVISION OF INTERNAL AUDIT SERVICES

BID REFERENCE NO: INTAU 01/2022

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR PROVISION OF INTERNAL AUDIT SERVICES

BID NUMBER : INTAU 01/2022

CLOSING DATE: 05 SEPTEMBER 2022

CLOSING TIME: 11:00

DESCRIPTION: PROVISION OF INTERNAL AUDIT SERVICES TO THE LEGISLATURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

1. **BACKGROUND**

The Limpopo Legislature is established in terms of the Constitution of the Republic of South Africa. The Mandate of the Legislature is law- making, oversight and public participation.

2. **REQUEST TO TENDER**

The purpose of this request for tender is to invite suitably qualified Service Providers, who will render the services of Internal Audit Services.

Tender number: INTAU 01/2022

Closing date : 05 SEPTEMBER 2022

Closing time : 11h00

Description: PROVISION OF INTERNAL AUDIT SERVICES TO THE LEGISLATURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Tender documents must be deposited in the tender box situated at the entrance of the Limpopo Legislature at the Lebowakgomo Government complex: For the attention of:

MS. TALANE AM

Tenderers should ensure that the tenders (bids) are delivered timeously to the correct address. Late submission of tender document will not be accepted for consideration.

All tenders /bids must be submitted on the official order forms – **(not to be re- typed)**

This bid is subject to the general conditions of contract and, if applicable, any other special conditions of contract

3. SPECIFICATIONS

The specification forms an integral part of the document and provides a detailed description of the manner in which Services must be provided.

4. PRICING AND PRICE SCHEDULE

The service provider must submit cost breakdowns which must indicate in detail, per service, per item of the specification or services required and all other costs which have not been specifically mentioned, but which may be related to the execution of the services, to enable the Legislature to calculate the cost of provision of services. All prices must be in the South African currency and must include the Value Added Tax (VAT)

The rates of the services are fixed and no price adjustment will be made with the exception if there is any variation in VAT.

5. WARRANTIES

All the equipment, provided by the service provider shall be guaranteed to be in good order and without any default or any other problem.

6. PENALTIES

Should the service provider fail to provide services as per specification

PENALTY CALCULATIONS

LEVEL OF SERVICE	Penalty % of the total monthly cost of Services rendered
85% – 95%	5 %
80%- 84%	8 %
<79%	10%

7. INSPECTION-IN-LOCO

The principal reserves the right to conduct an inspection in loco of the business premises of the bidder to establish capacity in terms of skills, human capital and facilities required for the provision of services.

8. **CONFLICT OF INTEREST**

The service provider shall at all times during the preparation of the tender documents and configuration of this contract use their best endeavours to ensure that no action is taken by themselves, their personnel, agents and sub contactors which could or might result in or give rise to the existence of conditions which are producible to or are in conflict with the best interests of the Limpopo Legislature.

DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“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;
- 2.4 **“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;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;

- 2.7 “**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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with annual total revenue of R5 million or less.
- 2.10 “**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;
- 2.11 “**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;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**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;
- 2.15 “**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;

- 2.16 “**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;
- 2.17 “**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
- 2.18 “**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.

ANNEXURE B: SPECIFIC CONDITIONS OF CONTRACT

VALIDITY

1. This Bid and all proposals (costs included) shall remain binding and valid for a period of ninety (90) days calculated from the closing date of the Bid.
2. Limpopo Legislature reserves the right to notify bidders in writing to extend the above validity period for another sixty (60) days if deemed in the interest of the Limpopo Legislature.
3. Any additional extension after the above days, Limpopo legislature will request approval from bidders received.

Documents

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

Joint Ventures or Consortiums

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

Format for the submission of Bid proposals

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

***NB: Bid Compliance Checklist**

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

No.	Description of requirement	
a)	Completion of ALL bid documentation (includes ALL declarations and Commissioner of Oath signatures required)	
b)	A recent CSD report (or in the case of a Joint venture, of all the partners in the joint venture) must be attached with the bid/tender document.	
c)	Failure to submit accredited BBBEE certificate/ Sworn affidavit your bid will be considered but no points will be allocated for BBBEE status level of contributor.	

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

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

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

Quantity of Bids to be submitted

- 17. Every prospective bidder must **provide one original together with one copy and 1 proposal on an USB in pdf format and pricing to be in a separate envelope.**

Submission of bids

18. No faxed or e-mailed copies will be accepted.
19. This Bid document, proposal and all other relevant documentation requested must be submitted in **one** sealed envelope or sealed box. **(except for Financial proposal and all references where bidders' costs are displayed in this document, please put this in a separate envelope)**
20. Bids must be clearly marked **on the front** as follows:

Bid No: INTAU 01/2022

The Secretary

Limpopo Legislature

For Attention: Ms. Talane AM, SCM

21. Bids must be clearly marked **on the back** as follows:

Bid No: INTAU 01/2022

Bidders Name

Bidders Address

Bidders Contact Number

- Your tender should be dropped in a **sealed envelope** in the Legislature Tender Box, situated at the entrance of the Limpopo Legislature at Lebowakgomo Government Complex, which is open 24 hours 7 days a week **before 11H00 on the 05 September 2022**

Contact Persons: **Ms. Talane AM (015) 633 8000 / 066 519 5499 (SCM)**
email: talanea@limpopoleg.gov.za

Mr. Ngonyama H (015) 633 8000 / 082 457 5981 (SPEC)
Email: ngonyamah@limpopoleg.gov.za

22. Bidders must ensure that bids are delivered in a timely manner to the correct address. If the bid is late, it will not be accepted for consideration.

Time frames

23. Bidders are advised that Limpopo Legislature reserves the right to change any of the dates indicated.
24. The timing and sequencing of events resulting from this Bid will be determined by the Limpopo Legislature

25. **Ownership of Proposals**

26. All proposals in response to this bid, whether successful or unsuccessful, will become the property of the Limpopo Legislature.
27. Any costs incurred by the service providers in preparing and submitting their response to the RFT will be the sole responsibility of the service provider.

Preferential Point System

28. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 29.1 The value of this bids are estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 points scoring systems shall be applicable.

29.2 Preference points for this bid shall be awarded for:

- | | |
|--|----|
| (a) Price | 80 |
| (b) B-BBEE Status Level of Contributor | 20 |

Calculation of points for B-BBEE status level of contributor

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Discounts

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

Bid Declaration

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

Visits / Meetings / Inspection

- 33 As part of the adjudication process Legislature 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.
- 34 Legislature may require presentations or meetings with bidders, at the cost of bidders, as part of the evaluation process to provide further information, submission of substantiating documentation or clarification to Legislature as deemed necessary.

Award of Bid

- 35 The award of this Bid by the Secretary to Legislature shall constitute a binding contract, and such acceptance may be by letter, email or facsimile message.
- 36 The Secretary to Legislature may award this Bid to more than one successful Bidder, either in full or in part.
- 37 Limpopo Legislature reserves the right not to award this contract.
- 38 Service Level Agreements will be concluded with the successful service provider.

Subcontracting

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

Other

- 40 Limpopo Legislature may amend or cancel this Bid before the award should Legislature deem it necessary.

Security and occupancy

41 Security

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

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

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

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

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

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

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

Any time lost due to delays in submitting the called for list of personnel required entering site, the rejection of personnel on the list, or the subsequent removal and banning from site of personnel will not be accepted as motivation for extension of the contract period.

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

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

Legible copies of the Oath of Secrecy document may be made.

42 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.

43 General Conditions of Contract (GCC)

ANNEXURE C: TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations (Proof from SARS must be submitted).
2. Failure to submit **valid recent CSD report** will invalidate the bid. **“Refer to page 6 “Bid Compliance Checklist”.**
3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Quote, Legislature must be in possession of a valid recent CSD report, submitted by the bidder. This report will be validated by the Legislature during the bid evaluation processes.

4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate CSD Reports. Bidders will be expected to register in the Central Supplier Database by visiting <http://www.csd.gov.za>

ANNEXURE D

PROVISION OF INTERNAL AUDIT SERVICES

Hereunder follows the detailed Specification

The objective of this tender is to appoint a service provider for a period of thirty-six (36 months) for the provision of Internal Audit services to the Limpopo Legislature.

The appointed service provider will be required to, but not limited to:

- Perform risk based Internal audit reviews in terms of the approved Internal Audit plan;
- Perform audits in compliance with the Standards for the Professional Practice of Internal Auditing;
- Propose annual budget for the duration of the contract;
- Review the adequacy and effectiveness of the systems of internal control;
- Report to the head of Internal Audit, Management and Audit Committee;
- Review quarterly Performance Management Information reports; Interim Financial Statements and Annual Financial Statements;
- Submit quarterly progress reports and attends Audit Committee meetings and
- Enter into the Service Level Agreement (SLA) with Limpopo Legislature

1 DELIVERABLES

- Detailed Internal audit annual plan and budget;
- Provide reports on assignments completed, progress and feedback;
- Completed audit –working paper files;
- Service provider required to attend all Audit Committee meetings;
- Attend to any other ad-hoc assignment/activity which the Limpopo Legislature will need assistance;
- Audit team should possess a mix knowledge and experience on Financial, Legal, Human Resource Management, Supply Chain Management, Information Technology and Communications;
- Work with identified Limpopo Legislature staff;
- Continuously avail yourselves throughout the duration of the contract;

- Dedicate time to the Limpopo Legislature audit assignments even if it means deploying Internal auditors to be based at Legislature during audit assignments executions;
- Willing to gather proper understanding of the Limpopo Legislature systems, processes and applicable policies and legislation; and
- Be seen as part of the Limpopo Legislature Internal Audit function

2 EVALUATION CRITERIA

The type of the service required and guided by the SCM procedures, the tender on the provision of Internal Audit Service requires an evaluation on **Functionality** and **price**.

The value of the bid estimates not to exceed R50 000 000(all applicable taxes included and therefore the 80/20 system shall be applicable).

2.1 Functionality

For companies to be evaluated further on preferential points system of 80/20 they should obtain at least the minimum qualifying score of **75%** on Functionality, failure to obtain at least the minimum qualifying score, the Bidder will be disqualified.

2.1.1 Points breakdown and requirements for functionality

- 3.1.1.1 Skills/Expertise = 80%
- 3.1.1.2 Financial capacity = 20%

NB: Total points on functionality should not exceed 100%

2.1.2 The functionality points will be allocated based on the following:

Criteria	Category	Total Points
Skills and Expertise	The Engagement Partner/Director of the company must have a CA/CIA and other relevant qualifications to internal audit. (service provider must attach certified copy of qualification and cv)	80
	• With less than 10 years' experience = 5	
	• Between 10 and 15 years' experience = 15	
	• More than 15 years' experience = 20	
	Total (20)	

	<p>Team leader must be in a position of B.Com Accounting/Auditing/Internal Auditing (service provider must attached certified copy of qualification and cv)</p> <ul style="list-style-type: none"> • 5 to 6 years' experience = 10 • 7 to 9 years' experience = 15 • 10 and more years' experience = 20 <p>Total (20)</p> <p>Company Experience (Service provider must attach Reference/Appointment letter for similar project in Public Sector (The reference/appointment letter must be for the duration of 1 year or more, done in the Public sector, with the project of less than a year points will not be allocated))</p> <ul style="list-style-type: none"> • 1-3 years' experience = 20 • 4-5 years' experience = 30 • 6 and above years' experience = 40 <p>Total (40)</p>	
FINANCIAL CAPACITY	<p>Service provider must attach Bank rating certificate</p> <ul style="list-style-type: none"> • Bank rating A = 20 • Bank rating B = 15 • Bank rating C = 10 <p>Total (20)</p>	20

Total points of functionality =100% Minimum points qualifying score =75%

Specific Conditions

- Limpopo Legislature 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 councilor, a person in the employ of the state whose participation in bidding for the contract may result in a conflict of interest, or any entity in which any of the mentioned persons is a Director or has controlling or other substantial interest.
- Shortlisted Bidders might be invited for presentation before the Bid Evaluation/ Adjudication Committee(s) and the Legislature will not be responsible for the cost incurred during the preparation of the presentations.
- Successful service provider is required to be constantly in compliance with the requirements of the South African Revenue Services (SARS) through the appointment and failure will result in the service provider NOT to be considered.
- Bidders must submit comprehensive Business profile
- A CSD report (or in the case of a Joint venture, of all the partners in the joint venture) must be attached.
- Accredited valid B-BBEE Certificate/ Sworn affidavit (or in case of a Joint venture, the consolidated B-BBEE Certificate must be attached.
- Tenders/bids may only be submitted on the original bid documents as provided by the Limpopo Legislature.
- Limpopo Legislature reserves the rights not to accept the lowest tendered price.
- Limpopo Legislature reserve the right to conduct inspection in *loco* in the business premises
- Bidders are advised to adhere to the specifications to avoid delays and repercussions of non-adherence to the specifications.

ANNEXURE E: CONTRACTUAL OBLIGATIONS

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

1. STATUTORY REQUIREMENTS

All persons employed by the Contractor working within the premises of the Legislature 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 authorized 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 authorize any work, which could affect or interfere with normal activities of the Legislature.

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 authorize 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 Legislature 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 the Legislature may ask such Contractor to produce the said certificate.

All tools and equipment must be reported to Legislature 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 Legislature 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. Legislature 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.

Legislature 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 Legislature 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 the Legislature 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 / Legislature 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.

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 Legislature may be provided to the following categories of entities: - Member of Parliament, Member of the Cabinet, Member of a Provincial Legislature, Member of a Provincial Executive Council, a Municipal Councilor or a person in the employ of the State whose participation in bidding for the contract may result in a conflict of interest; or any entity in which a person mentioned above is a Director or has a controlling or other substantial interest.

2. The bidder is therefore requested to complete Sections a – d of the declaration below in substantiation.

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

Y	N
---	---

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

.....

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

Y	N
---	---

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

.....

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

Y	N
---	---

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

.....

.....

Y	N
---	---

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

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

.....

.....

ANNEXURE G: BID DECLARATION

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

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

.....
.....

hereby authorize

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

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

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

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

3. IF THE BIDDER IS SUB-CONTRACTING.

I, the undersigned,

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

.....

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

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

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

NAME OF FIRM / BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

.....

TELEPHONE NUMBER: CODE: NUMBER:

CELL PHONE NUMBER:

FACSIMILE NUMBER: CODE: NUMBER:

VAT REGISTRATION NUMBER:

E MAIL:

THE BIDDER ELECTS DOMICILLIUM CITANDI ET EXECUTANDI IN THE REPUBLIC

AT:.....

.....
HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? **YES / NO**

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

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

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

TOTAL NUMBER OF ITEMS OFFERED:

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

1. The information furnished is true and correct.
2. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of Legislature that the claims are correct.
3. If the claims are found to be incorrect, Legislature may, in addition to any other remedy it may have –
 - a. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - b. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - c. Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the Bid.
4. I hereby undertake to render services described in the attached Bidding documents to Limpopo Legislature in accordance with the requirements and task directives / proposals specifications stipulated in this Bid proposal at the price/s quoted. My offer/s remains binding upon me and open for acceptance by Legislature during the validity period indicated and calculated from the closing date of the Bid.

5. All the above documents shall be deemed to form and be read and construed as part of this agreement.
6. I confirm that I have satisfied myself as to the correctness and validity of my Bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
7. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
8. I declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
9. I confirm that I am duly authorized to sign this contract.

ANNEXURE H: DECLARATION OF BIDDER'S PAST PROCUREMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder on any of its directors listed on the Parliament's database as companies or persons prohibited from doing business with Parliament and or public sector?		
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?		

4.2.1	If so, furnish particulars:		
4.3	Was any contract between the bidder and Parliament/ Legislature 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 Legislature of the Limpopo Province shall have the right to:

- recover any losses or damages sustained by Legislature under such agreement
- restrict the supplier from further business with Legislature 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: