



**KWAZULU-NATAL  
LEGISLATURE**

AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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Pietermaritzburg, 3201  
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Pietermaritzburg, 3200  
[www.kznlegislature.gov.za](http://www.kznlegislature.gov.za)

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO  
PROVIDE AUDIO-VISUAL MAINTENANCE & SUPPORT FOR 36  
MONTHS**

Bid No. : **KZNL 7/2022**

COMPANY NAME : \_\_\_\_\_

Registration No. \_\_\_\_\_

**Type of Bidder (Tick One Box)**

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

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**RETURN OF PROPOSAL**

The proposal must be deposited in the **bid box situated at Ground Floor, KZN Legislature, 244 Langalibalele Street PIETERMARITZBURG 3201** The Senior Manager: Supply Chain Management.

**KWAZULU-NATAL LEGISLATURE**  
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## SECTION A

### INVITATION TO BID

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

BID NUMBER:	<b>KZNL 7/2022</b>	COMPULSORY BRIEFING SESSION	23 June 2022 @14:00	CLOSING DATE:	12 July 2022	CLOSING TIME:	11:00
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**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE THE AUDIO-VISUAL MAINTENANCE & SUPPORT FOR 36 MONTHS**

CONTRACT PERIOD: **36 Months**

VALIDITY PERIOD: **120 DAYS**

**A Link to join the compulsory briefing session must be requested from [tenders@kznleg.gov.za](mailto:tenders@kznleg.gov.za) before or on the 22 June 2022 end of business for bid number KZNL 7/2022.**

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

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

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC), AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_  
FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
VAT REGISTRATION NUMBER \_\_\_\_\_  
**CENTRAL SUPPLIER DATABASE (CSD) NO.** \_\_\_\_\_

HAS A VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES  NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES  NO   
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

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

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

A REGISTERED AUDITOR.....

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

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

SIGNATURE OF BIDDER .....

DATE .....

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

**TOTAL BID PRICE: R** \_\_\_\_\_

**BID PRICE IN WORDS:** \_\_\_\_\_

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE(SCM) MAY BE DIRECTED TO:**

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

**ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:**

**Contact Person:** Mr N Zulu  
**Tel:** 082 386 0878  
**E-mail address:** [ZULUN@kznleg.gov.za](mailto:ZULUN@kznleg.gov.za)

## SECTION B

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

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

## SECTION C (SBD 2)

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. To meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for 1 (one) year from the date of approval.
3. The Tax Clearance Certificate and CSD must be submitted together with the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as files through the website [www.sars.gov.za](http://www.sars.gov.za).

Jeyrel:\Mdk416-SBD2 tax clearance

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

\_\_\_\_\_  
**SURNAME AND INITIALS OF COMPANY REPRESENTATIVE**

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

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

COMPANY OFFICIAL STAMP

## D BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:

---

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

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF  
PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN  
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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



## SECTION E (SBD6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
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$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
---	--	--

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

*(This information is required for statistical purposes only)*

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PARTNER/ PROPRIETOR/SHARE -HOLDER/TRUSTEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/T RUST/ CO-OPERATIVE	MALE/ FEMALE	DISABL ED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/N O	% OF TIME DEVOTED TO THE FIRM

**SECTION F**  
**CONDITIONS OF BID**

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

**6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

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

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

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY .....**

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

**POSTAL ADDRESS**  
.....  
.

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

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELL PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....



**SECTION G  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

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

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 .....

2 .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

.....

**SIGNATURE**.....

**DATE**.....

**C. PARTNERSHIP**

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

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

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

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

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

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

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

(Name of Close Corporation) .....  
 .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
 (PRINT NAME)

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**E. CO-OPERATIVE**

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

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

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**F. CONSORTIUM**

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

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

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

Mr/Mrs.....

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

SIGNED ON BEHALF OF CLOSE CORPORATION: .....

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITNESS: - 2.....

**G. JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

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

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

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

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

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

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

SIGNATURE :..... DATE: .....

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

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

SIGNATURE :..... DATE: .....

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

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

SIGNATURE :..... DATE: .....

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

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

SIGNATURE :..... DATE: .....

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

## SECTION H (SBD 8)

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b> The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:..... .....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:..... .....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:..... .....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:..... .....		

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

**SECTION I (SBD 9)**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

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

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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

## SECTION J

### SPECIAL CONDITIONS OF CONTRACT

#### 1. ACCEPTANCE OF BID

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

#### 2. APPEALS/OBJECTIONS

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

#### 3. AMENDMENT OF CONTRACT

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

#### 4. BID PRICING

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

#### 5. CHANGE OF ADDRESS

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

#### 6. COMMUNICATION

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

HEAD OF SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
PRIVATE BAG X 9112  
PIETERMARITZBURG  
3200

#### 7. COMPLETION OF SPECIFICATION

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

#### 8. COMPLETENESS OF BID

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

#### 9. CONDITIONS OF BID

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



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

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

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

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

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

## **10. CONTRACT PERIOD**

10.1 The contract period : **36 Months.**

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

## **11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

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

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

## **12. EQUAL BIDS**

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

## **13. EXECUTION CAPACITY**

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

## **14. EXTENSION OF CONTRACT**

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

## **15. INFORMATION REQUIRED FROM BIDDER**

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

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

## **16. IRREGULARITIES**

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

## **17. JOINT VENTURES**

- 17.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 17.2 Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## **18. LATE BIDS**

- 18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## **19. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

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

## **20. TAX CLEARANCE CERTIFICATE**

- 20.1 The Tax Clearance Certificate and PIN must be submitted with the bid before the closing date and time of the bid.
- 20.2 Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and pin together with the bid at the closing date and time of bid.

## **21. UNSATISFACTORY PERFORMANCE**

- 21.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:
- (a) take action in terms of its delegated powers
  - (b) make a recommendation for cancellation of the contract concerned.

## **22. VALIDITY PERIOD AND EXTENSION THEREOF**

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

**23. VAT**

23.1 Bid prices must be inclusive of VAT.

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

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

**24. REGISTRATION WITH THE STATUTORY BODIES**

The bidder must be registered for Workmens Compensation & UIF and ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

**25. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

# ANNEXURE A

## SPECIFICATIONS

**BID NUMBER: KZNL 7/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AUDIO-VISUAL MAINTENANCE & SUPPORT FOR 36 MONTHS**

**1. Purpose**

The purpose of this document is to outline Audio-Visual support requirements for the KZN Legislature council chamber and committee rooms.

**2. Background**

The KZN Legislature currently has Audio-Visual equipment installed in its premises as outlined in the detailed specifications below.

**3. Scope of works**

The Service provider will be expected to perform the following tasks for the period of 36 Months.

- 25.1 Quarterly Preventative maintenance
- 25.2 Pre-sitting and meeting Check a day before the sitting and meetings.
- 25.3 Be on site a day before sitting or meetings and the duration of the sitting and meetings.
- 25.4 Emergency call outs
- 25.5 Supply, deliver and install new additional audio-visual equipment in line with specifications stated in section 30 of this document.
- 25.6 Supply, deliver and replace faulty and obsolete audio visual-equipment when necessary.
- 25.7 Be able to be on site within the next business day when emergency call outs arise.

**4. Specifications of products that are currently place**

Tables below contain details of all currently installed audio-visual equipment.

<b>Caucus room 1.</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
Gooseneck Microphone with LED ring	Audio Technica	ATUC-M58H	39
Members Controller with membrane panel and Headphone outlet	Prosound	Bespoke Wooden box with membrane panel	39
Rack 27U	Prosound	27U600	1
Audio Amplifier 120watt 70/100v Line - 2 Channel	Electro Voice	PA2400T	
Delegate Interface	Audio Technica	C 50IU	39
Speakers - Under desk	Electrovoice	S40 B T	39
PC - Audio Recording inc software			1
1U Panels (with 4 Male XLR wired in pairs to 2 each 1.5m cables	Prosound	bespoke	1
<b>Caucus Room 2</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
Gooseneck Microphone with LED ring	Audio Technica	ATUC-M58H	39
Members Controller with membrane panel and Headphone outlet	Prosound	Bespoke Wooden box with membrane panel	39

Rack 27U	Prosound	27U600	1
Audio Amplifier 120watt 70/100v Line - 2 Channel	Electro Voice	PA2400T	1
Delegate Interface	Audio Technica	ATUC 50IU	39
Speakers - Under desk	Electrovoice	S40 B T	39
PC - Audio Recording inc software			1
1U Panels (with 4 Male XLR wired in pairs to 2 each 1.5m cables	Prosound	bespoke	1
<b>Chamber</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
1/3 type Full-HD 3MOS HD-SDI Camera PTZ	Panasonic	AW-HE130KE	4
Sync Generator, BNC Connection, Sync Tri-Level HD, 6 Outputs	BMD	Black Magic Design Sync Generator	1
Laptop input points with VGA & HDMI	Perov	Perov Media Hub - opposite corners	2
3" Two way loudspeaker with bracket for under desks	Electro Voice	Evid 3.2T	43
PZM mics for ambient audio capture	Audio Technica	T PRO42	5
Headphones fitted with Neutrik 1/4" Jack	Bosch	Bosch HDP-LWN	90
Main Loudspeaker system for Speaker, 8" 2 way 90x50, with integral mounting bracket	Electro Voice	ZX1i - 90	2
Public Gallery Loudspeakers	Electro Voice	Evid 4.2T	2
Headphones fitted with Neutrik 1/4" Jack	Bosch	HD PLWN	90
VIA Eden 1Ghz 2GB DDR3 2GB Flash VIA ChromotionHD 2.0 GFX Window Embedded Std 2009	HP	T520	2
LED Flat Screen TV 55" HDMI	Samsung	55K6000	3
Press audio Feeds - 2 x XLR - Galleries	Prosound	bespoke	4
Touch Screen with mounting kit	Peavey	N Touch 180	1
Biometric Finger print reader	Sagem	Mini	96
T530 Thin Client including MS Server device Cal	HP	2RC29EA	101
Quick Release bracket for above	HP	EM870AA	101
Touch Screens 12" 1024 x 768	Topwilling	OP1201	96
Desk top Mount for 12" Touch Screen	Prosound	bespoke	96
LG 17" Touchscreen Monitor	LG	T1710B	5
LG 17" Touchscreen Monitor	LG	T1710B	1
Loudspeakers - Under desk	Electro Voice	Evid 3.2T	4
Earphones	Bosch	HDP-LWN	100
LG 17" Touchscreen Monitor	LG	T1710B	8
Desktop mount for 17" touch screens - Custom	Prosound	bespoke	8
Thin Client with MS Server device Cal	HP	T520	8
Quick Release bracket for above	HP	EM870AA	8
Earphones	Bosch	HDP-LWN	8

Table Staff Enclosure	Prosound	bespoke	1
Doughty Motorized Steel Lectern	Doughty	T85500	1
Speakers Desk - Iroko Stained	Prosound	bespoke	1
Foot stool	Prosound	bespoke	1
27" LCD Screens			2
<b>Control room</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
Vision Mixer, Inputs- 4 HD SDI, 1 DVI-D, Outputs- 1 DVI-D, 2 HD SDI, LAN, Frame Store, Key and PIP	Panasonic	AV-HS50E	1
42" Flat Screen Display DVI Multiview	Samsung	LH46EDDPLGC/EN	1
32" Flat Screen Display DVI	Samsung	LH32EDDPLGC/EN	1
Workstation for Audio system control		CR Workstation	1
Audio Monitors	Dynaudio	BM5A	2
Furniture - Control Console for all control room A/V equipment	Prosound	bespoke	1
PC Recorder, Input-RCA/S-video, DVD+R/+RW/-R/-RW, iLink Input	BMD	Intensity Shuttle	1
Video Editing Software			1
42" Flat Screen Display	Samsung	LH46EDDPLGC/EN	1
Touchscreen Station to control audio system	Peavey	NTouch 180	1
Rack mount bracket for n180	Peavey	NTouch 180 Rack Mount	1
Network patch panel - 16 way			1
Test Microphone	Audio Technica	ATUC-M58H	1
Thin Client T520 with 17" Touchscreen - Remote Control		Thin Client Workstation	1
Network Switch, Fully Managed Layer 2, 24 Gigabit Ports with 2 Gigabit Uplink ports	Cisco	SG300-28MP	1
DVD Player	Denon	DN-500BD	1
Titling PC and software - PC	HP	Z240	1
Black Magic Atem 1 / ME	Black Magic	Atem 1 / ME	1
Blackmagic Design H264 Pro Recorder	Black Magic	H264	1
Touch Screen 23" for the Visually Impaired Stations	Topwilling	OP2301	1
Work Station inclusive of Monitor	HP	i5	1
To de embed audio and send straight to NION via Dante	Atterotech	unHX2D	1

<b>Hansard</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
17" Touchscreen for Chamber Mic Controller (Hansard)	LG	T1710B	1
HP 520 thin client pc to drive above	HP	T520	1
Work Station inclusive of Monitor	HP	i5	1
Monitor LED 19"			1
Monitor LED 32"			1
Footpedals	Spectra		18

Headsets	Spectra		18
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<b>Interpreters.</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
10" Touchscreen - 5 wire Resistive touch, 1024 x 768, 250cd/m, contrast 500:1	Topwilling	OP1201	2
T520 VIA Eden 1Ghz 2GB DDR3 2GB Flash VIA ChromotionHD 2.0 GFX Window Embedded Std 2009	HP	T520	2
20" Video Monitor - Interpreters	Samsung	S20D300HY/XA	1
20" Video Monitor - SLI	Samsung	S20D300HY/XA	1
Headphones	Audio Technica	ATH-M20X	3
Gooseneck Microphone with LED ring	Audio Technica	ATUC-M58H	2
Shockmount Mounting base for microphone	Prosound	bespoke	2
Headphone outlet for Interpretation feed	Prosound	bespoke	2
PTZ Camera HD - SDI HD Output	Panasonic	AW-HE40S	1
Audio Output Panels - XLR & standard Jack	Prosound	Outlet box with M XLR and Jack outlets	16
IR Pocket Receiver - 8 Channel	Bosch	LBB4540/08	56
Charging Case for IR Pocket Receiver	Bosch	LBB4560/00	1

<b>Server room</b>			
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
Network Switch, Fully Managed Layer 2, 24 Gigabit Ports with 4 Gigabit Uplink ports, PoE, ACLs, EEE, IPv4/IPv6 host support, RF/Wireless	Cisco	SG300-28MP	2
Network Switch, Fully Managed Layer 2, 48 Ports with 2 Gigabit Uplink ports	Cisco	SF300-48 10/100	2
SDI Patch Panel for OB use	Prosound	bespoke	1
42 U rack 600 x 1000 deep	Prosound	RCK-SH-05A-42U-600D	2
Slack Rack for 42 U rack for cable management	Prosound	RCK-42U-300x800-SR	2
Distribution frame for cable terminations - built into rack.	Prosound	bespoke	2
Mixer for PZM microphones	Rolls	RM82 Mixer	1
Audio DA - 16 Output	Rane	Rane DA216s	1
8 Channel Amplifier 250W / Channel for under desk speakers	Ashley	ne8250.70	1
DSP Processor 6 Processing IC, Scalable architecture with external digital bus, 4 audio card bays, python scripting, 32 ch in & out over ethernet - CobraNet	Peavey	Nion N6C	6
8 Channel Analog input card for DSP processor	Peavey	Nio 8i	1
8 Channel Analog output card for DSP processor	Peavey	Nio 8o	13



A/D Converter with I/O cards	Peavey	CAB4n	6
8 channel LED driver	Brodan systems	Bespoke	12
Network patch panel - 16 way			5
HP Proliant ML350p Server or Similar for members interface	HP	ML350p	2
MS Server 2008, CALs, SQL & Backup software	Microsoft	Software	1
Server Software - maintenance & monitoring	Prosound	Besoke software	1
20W amplifiers for headphone outlets	Lepai	LP-2020	45
Dual Channel Power amplifier - 400W per channel	Electro Voice	Q44	1
Radio microphone for backup	Audio Technica	ATW-2120	2
Rack mount mixer for RX mics	Rane	Rane SM26S	1
42 U rack 600 x 1000 deep	Prosound	bespoke	2
A/D Converter with I/O cards	Peavey	CAB4n	1
Server - Rack mount incl 8 x 1Tb HDD 16Gb RAM	HP	ML380P Gen 9	1
Work Station inclusive of Monitor	HP	i5	1
Work Station inclusive of Monitor	HP	i7	1
Managed Switches	Cisco	SG300-28	3
Switch with PSU	Kathrein	KEM 10524	1
AvediaStream c1103, 3-slot chassis	Exterity	avstr-c1103-sa	2
TV Gateway - AvediaStream g4415-LYNK TVgateway blade, dual DVB-S/S2, dual CA slots, Samsung LYNK DRM encryptor	Exterity	avstr -g4415-lk	4
Hardware Platform - AvediaServer c1510 Hardware Platform (fixed 500GB content storage	Exterity	avsrv -c1510 - sa	1
Bandwidth Option - 110Mbps	Exterity	avsrv-bw -110	1
Server Software - AvediaServer m7300 software module, IPTV Creator, includes ArtioPortal middleware, Record and VoD	Exterity	avsrv-m7300	1
SecureMedia Server Software - not required with Samsung TV system	Exterity	scrmd-svr-sw	1
Client Software - Samsung LYNK Decryptor License	Exterity	avply-lic-lk	30
Display Software - ArtioSign display software license, receiver ArtioSign (per receiver locked requiring MAC address)	Exterity	artio-dsp (artio-flo)	5
AvediaPlayer m9305 media player, single HD AV (HDMI) out, 32 GB storage, PoE (802.3af), includes ArtioPortal client license	Exterity	avply-m9305	30
AvediaStream e3730 Standard encoder blade, single HD HDMI in, up to 1080p out, no HDCP	Exterity	avstr-e3730-std	1
CAM for DSTV card	Space TV	CAM-DSTV	8
Kramer TP-580TXR HDMI over CAT5 transmitter	Kramer	TP-580TXR	2
LED Drivers - 16 Channel	Brodan		1
Network Switch	Cisco	SF300- 48	1
Consolidated Headphone Amplifiers and Chassis	(Variation Order 9)		1

Headphone Outlet	Prosound	bespoke	2
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**5. Additional audio-Visual equipment to be supplied**

<b>Caucus Rooms</b>			
Qty	Make	Model	Description
10	Audio technica	ATUC-50DU	ATUC-50DU Delegate Unit
10	Audio technica	ATUC-M58H	LED Gooseneck Mic- Short- 3- Pin
1	Audio technica	ATUC-50CU	ATUC-50CU Controller Unit

<b>Chamber</b>			
Qty	Make	Model	Description
1	Panasonic	AW-UE100KEJ	4K 60p/50p NDI®&SRT supported PTZ Camera
1	Panasonic	AW-UE20	Entry level PTZ camera suitable for SLI
3	HP	2RC29EA	HP T530 4GB DDR41866 16GB M.2 FLASH MEMORY 2XDP
10	Topwilling	TC12 / OP12M	12" touchscreens
2	LG	T17MB15T	17" touchscreens
3			HDMI to VGA adaptors
10	Audio technica	PRO49QLLED	LED Gooseneck Mic- Long- 5- Pin

<b>Control Room</b>			
Qty	Make	Model	Description
1	Panasonic	AW-RP60GJ	PTZ controller
1	HP	32309837	HP i7-8700 8GB RAM 512GB SSD Win 10 Pro SFF Desktop
1	Peavey	nTouch™ 180HD	nTouch Touchscreen controller

<b>Server Rack Room</b>			
Qty	Make	Model	Description
1	BMD	BLA-SWATEMPSW1ME 4K	ATEM 1 M/E Production Studio 4K
2	Decimator	MD-HX	SDI - HDMI Cross converter scaler
2	Kramer	VM-3HDT	1:3+1 4K60 4:2:0 HDMI to Long-Reach HDBaseT DA
4	Kramer	TP-580R	4K60 4:2:0 HDMI HDCP 2.2 Receiver with RS-232 & IR ov
1	Cisco		Data Switch 48 x 1Gb port (estimate)
5	Lepai	L2020	Stereo mini amplifiers

**6. Terms of Reference**

- 6.6 Bidders must have rendered Audio-Visual in the Similar environment before.
- 6.7 Bidders must be able to demonstrate extensive experience in dealing with Audio-Visual in large chambers.
- 6.8 Bidders must have extensive knowledge of video conferencing using Microsoft teams and zoom and other latest Technologies
- 6.9 Bidders must demonstrate vast knowledge of cameras and microphones.
- 6.10 Appointment of a successful Bidder will be subject to security clearance and, or signing of confidentiality disclosure agreement.

- 6.11 Bidders must include contingency fee at a 10%-rand value of the total quotation. Contingency funds will be used for emergency call outs, procurement, and installation of faulty and obsolete equipment throughout the contract duration.
- 6.12 Bidders must be able to respond within 24 hours to emergency call outs. Emergency call out fees must be indicated in the pricing schedule to prevent abuse of contingency funds. This rate will only be applied when there is an emergency call out.
- 6.13 The service of Network engineer will only be required when switches' firmware and security updates are needed, and when switches and network cables are faulty.
- 6.14 Preventative maintenance will include all Audio-Visual equipment, upgrade and updates of firmware, software, and security patches.
- 6.15 The successful bidder must produce quarterly report with supporting evidence for all preventative maintenance.
- 6.16 There must also be a status report on equipment after every sitting.

**7. Pricing Schedule**

Caucus Rooms					Price
Item	Make	Model	Description	Qty	
1	Audio technica	ATUC-50DU	ATUC-50DU Delegate Unit	10	
2	Audio technica	ATUC-M58H	LED Gooseneck Mic-Short- 3- Pin	10	
3	Audio technica	ATUC-50CU	ATUC-50CU Controller Unit	1	

Chamber					Price
Item	Make	Model	Description	Qty	
4	Panasonic	AW-UE100KEJ	4K 60p/50p1 NDI@&SRT supported PTZ Camera	1	
5	Panasonic	AW-UE20	Entry level PTZ camera suitable for SLI	1	
6	HP	2RC29EA	HP T530 4GB3 DDR41866 16GB M.2 FLASH MEMORY 2XDP	3	
7	Topwilling	TC12 OP12M	12" touchscreens	10	
8	LG	T17MB15T	17" touchscreens	2	
9			HDMI to VGA adaptors	3	
10	Audio technica	PRO49QLLED	LED Gooseneck Mic-Long- 5- Pin	1	

Control Room					Price
Qty	Make	Model	Description	Qty	
11	Panasonic	AW-RP60GJ	PTZ controller	1	

12	HP	32309837	HP i7-8700 8GB RAM 512GB SSD Win 10 Pro SFF Desktop	1	
13	Peavey	nTouch™ 180HD	nTouch Touchscreen controller	1	

Server Rack Room					
Qty	Make	Model	Description	Qty	Price
14	BMD	BLA- SWATEMPS W1ME4K	ATEM 1 M/E Production Studio 4K	1	
15	Decimator	MD-HX	SDI - HDMI Cross converter scaler	2	
17	Kramer	VM-3HDT	1:3+1 4K60 4:2:0 HDMI to Long-Reach HDBaseT DA	2	
17	Kramer	TP-580R	4K60 4:2:0 HDMI HDCP 2.2 Receiver with RS-232 & IR ov	4	
18	Cisco		Data Switch 48 x 1Gb port (estimate)	1	
19	Lepai	L2020	Stereo mini amplifiers	5	

Services			
Item	Item Description	Qty	Price
20	Quarterly Preventative maintenance	12	
21	Pre-sitting or meetings Check	66	
22	Sittings and meetings	66	
23	Total price for equipment and services		
24	Emergency call out rate (to be excluded from the total price)		
25	Contingency at 10% of Total Price	10 % of Total Price	
26	<b>TOTAL BID PRICE</b>		

8. Evaluation Criteria

ITEM	CRITERIA	Scoring Matrix	Max Score	Supporting Documents Evidence
1	<b>Experience:</b> Previous experience in providing Audio-Visual services	<ul style="list-style-type: none"> <li>- 0-2 References (0 Points)</li> <li>- 3 References (25 points)</li> <li>- 4 References (30 points)</li> <li>- 5 References (35 points)</li> <li>- 6 plus References (40 points)</li> </ul>	40	Reference Letters (at least two letters must be from the Legislative Sector - <b>References must be from different institutions</b>
3	<b>Sound Engineer</b>	<ul style="list-style-type: none"> <li>- &lt; 3 Years = 0 Points</li> <li>- 3 years = 5 Points</li> <li>- 4 -5 Years = 10 Points</li> <li>- &gt; 5 Years = 15 Points</li> </ul> <p>0 Points will be allocated if Qualifications are not attached</p>	15	CV showing at least 3 Year Experience as Sound Engineer - Matric Certificate - Sound Engineering Certificate
4	<b>Video Technology Technician</b>	<ul style="list-style-type: none"> <li>- &lt; 3 Years = 0 Points</li> <li>- 3 years = 5 Points</li> <li>- 4 -5 Years = 10 Points</li> <li>- &gt; 5 Years = 15 Points</li> </ul> <p>0 Points will be allocated if Qualifications are not attached</p>	15	CV showing at least 3 Year Experience as Video Technology Technician. - Matric Certificate - Video Technology Certificate / Diploma
5	<b>Network Engineer</b>	<ul style="list-style-type: none"> <li>- &lt; 3 years managing Cisco Switches = 0 Points</li> <li>- 3 years managing Cisco Switches = 5 Points</li> <li>- 4-5 years managing Cisco Switches = 10 Points</li> <li>- &gt; 3 years managing Cisco Switches = 15 Points</li> </ul> <p>0 Points will be allocated if Qualifications are not attached</p>	15	CV showing at least 3 Year Experience as Network Engineer - Matric Certificate - CCNA
4.	<b>Cisco Partnership</b>	Cisco Partnership Certificate	15	Partnership Certificate
	<b>TOTAL</b>		<b>100</b>	
<b>Bidders must obtain a minimum of 85 Points to pass the evaluation Criteria.</b>				

**ANNEXURE C**

**GENERAL CONDITIONS OF CONTRACT1**

THE NATIONAL TREASURY

Republic of South Africa



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

**NOTES**

The purpose of this document is to:

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

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

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

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*1 A copy of the complete document set containing the General Conditions of Contract is available on [www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/)*

**GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

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