



GAUTENG
LEGISLATURE
Your View ~ Our Vision

SBD1

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
GAUTENG PROVINCIAL LEGISLATURE**

BID NUMBER: GPL021/2018

CLOSING DATE: 06/08/2018
11:00

CLOSING TIME:

DESCRIPTION: REMEDIAL PLUMBING WORKS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2).

BID DOCUMENTS MAY BE COURIERED TO: **GAUTENG PROVINCIAL LEGISLATURE, PRIVATE BAG X52, JOHANNESBURG, 2000**
OR

DEPOSITED IN THE BID BOX SITUATED AT: **GAUTENG PROVINCIAL LEGISLATURE (1st Floor Sage Building, No.10 Fraser Street, Johannesburg)**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 8:00 – 4:30, Monday to Friday and weekends.

**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 (SCC)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY 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

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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
[TICK APPLICABLE BOX]

(A VALID 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 or NO
IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Gauteng Provincial Legislature
Contact Person: Muneer Bangie
Tel: 011 498-5434
E-mail address: mbangie@gpl.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Nambula Kamungoma or Lesebele Setino
Tel: 011 498-5568 or 011 4985959
E-mail address: Nkamungoma@gpl.gov.za or Lsetino@gpl.gov.za

BACKGROUND TO THE LEGISLATURE

The Gauteng Provincial Legislature (Gauteng Legislature, GPL) is one of nine provincial legislatures in South Africa, which are a product of extensive negotiations that gave shape to the 1996 Constitution. The Constitution empowers the Legislature to make laws for Gauteng, oversee that the Gauteng government works efficiently and honestly, and ensure that the people of Gauteng participate in the running of their province.

The Legislature moved from Pretoria to Johannesburg in 1994 after the first democratic elections in 1994 and following a decision to move the Government of the Gauteng Province. The Johannesburg City Hall opened as the Gauteng Legislature's new home on 21 October of 1995.

HOW THE GAUTENG LEGISLATURE IS COMPOSED

The Legislature is a House comprising the speaker (who heads up the organisation) and Members of the Provincial Legislature (MPLs) from various political parties, allocated per the vote of the Gauteng Province. Political parties get seats in the Legislature through a system of proportional representation – meaning, the party with the majority of votes gets the majority of MPLs in the House.

The Constitution empowers each of the nine provincial legislatures to make laws that apply uniquely to each of their provinces. MPLs divided into portfolio committees conduct the business of the House. Each committee is attached to a provincial government department (or cluster of departments) in the Provincial Government, and enhances the department's ability to deliver services through advisory, monitoring and oversight.

Standing committees deal with diverse issues (other than government departments). These committees consider Bills and other matters referred to them either by the Speaker or the House.

Ad hoc committees work with various experts to matters that need specialised expertise. The Legislature's administration staff complement gives operational support to the committees. The administrative wing of the Legislature is headed by the provincial secretary (or secretary to the legislature)

LEGISLATURE OVERSIGHT's ROLE

MPLs consider Bills placed before them by the provincial executive, comprised of the Premier of Gauteng and the Members of the Executive Council (MECs). MPLs debate Bills, budgets, statements and speeches by MECs in committee meetings or in plenary sessions of the Legislature. Committees have the power to summon MECs and Department officials to answer questions relating to service delivery in the Province. The MECs must be prepared to answer hard questions on how they are delivering a better life to the people of Gauteng. Committees can also undertake investigations into activities by government departments and such investigations are often open to public scrutiny.

The Legislature allows the people of Gauteng to participate in law-making and oversight processes. It is a Constitutional requirement that the Provincial Legislature affords Citizens an opportunity to partake in legislative processes – and this is an obligation that the Gauteng Provincial Legislature has vigorously embraced.

LAW MAKING

New legislation starts out as a Bill, which is carefully discussed to ensure that it is relevant to the needs of the Province, clear, practical and in line with the Constitution. MPLs also receive submissions from the people of Gauteng on matters of concern to the Province, which may require specific legislation to be instituted. MPLs can also initiate legislation individually, as can any of the Legislature's standing committees.

BID VALIDITY PERIOD

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. Gauteng Provincial Legislature (GPL) 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 Gauteng Provincial Legislature (GPL).

3. Any additional extension after the above days, Gauteng Provincial Legislature (GPL) will request approval from bidders received.

DOCUMENTS

1. Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the service provider organisation responsible for leading the bid process and to whom all correspondence should be directed.
2. 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.
3. If any part of this Bid is not duly filled in and signed in ink it may invalidate the Bid.
4. Where alterations have been made to any part of the Bid, the Bidder must sign next to
5. All Bids must be submitted on the official forms (not to be *re-* such alteration.*typed*). The Bidder ***must*** initial all the pages of this bid to acknowledge acceptance of understanding. The signed bid must be returned with the proposal.
6. The company, its Directorship and personnel assigned will be subject to *vetting* by GPL's Security Services. A register of particulars will be requested of the successful company.
7. The bidder must certify that the personnel identified in its response to this Bid will be the persons actually assigned to GPL. Any changes in the personnel from those identified in the response to the Bid must be approved by GPL. GPL may, at its discretion, require the removal and replacement of any of the bidder's personnel who do not perform adequately.

JOINT VENTURES OR CONSORTIUM

- Ensure one responsible lead bidder in the case of a consortium.
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.

- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- A Copy of the Joint Venture Consortium agreement, duly signed must be attached.

FORMAT FOR THE SUBMISSION OF BID PROPOSAL

- This Bid must be submitted in accordance with the format, times and place as prescribed in the Bid document.
- **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.**
- Proposals must be submitted with the sections and/or subsections clearly marked. All pages must be numbered consecutively.

QUANTITY OF BIDS TO BE SUBMITTED

Every prospective bidder must submit one (01) Original proposal with all requisite documents and four (04) copies with all requisite documents.

SUBMISSION OF BIDS

- No faxed or e-mailed copies will be accepted.
- 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)

Bids must be clearly marked **on the front** as follows:

Bid No: GPL021/2018

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

Bidders Name & Bidders Address
Bidders Contact Number

Bid documents may be couriered by registered mail or deposited in the tender box situated at:

**No. 10 Fraser Street9
SAGE BUILDING
1st Floor, Johannesburg**

NB. Bidders that hand deliver their Bid Proposal must ensure that they sign the register at the Reception.

ACCESSIBILITY OF THE TENDER BOX

The Bid box can be accessed for twenty-four (24 hours). Monday to Friday (including Weekends and Public Holidays), at No.10 Fraser, 1st Floor, SAGE Building, Johannesburg.

Bidders must ensure that bids are delivered in a timely manner and to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must allow sufficient time to access the tender box in the GPL through the visitor's entrance and other security checkpoints.

TIME FRAMES

Bidders are advised that GPL reserves the right to change any of the dates indicated.

OWNERSHIP OF PROPOSALS

All proposals in response to this bid, whether successful or unsuccessful, will become the property of GPL.

Any costs incurred by the service providers in preparing and submitting their response will be the sole responsibility of the service provider.

PREFERENTIAL POINT SYSTEM

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value NOT exceeding 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).

Preference points for this bid shall be awarded for:

- Price 80
- B-BBEE Status Level of Contribution 20

Calculation of points for B-BBEE status level of contributor

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

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

DISCOUNTS

- When calculating comparative prices, GPL will take into account any discounts which have been offered unconditionally.
- 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

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

VISITS / MEETINGS / INSPECTION

- As part of the adjudication process GPL 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.
- GPL 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 GPL as deemed necessary.

AWARD OF BID

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

SUBCONTRACTING

A bidder shall not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

In relation to a designated sector, a contractor must not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

FRONTING

The GPL supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the GPL condemns any form of fronting.

The GPL, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the GPL may have against the bidder / contractor concerned.

SECURITY AND OCCUPANCY

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 GPL Security Unit 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.

Bidders 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.

Safeguarding of documents

All documents will be individually numbered on issue and records kept as to what documents have been issued to whom.

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 SSA 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.

OTHER

GPL may amend or cancel this Bid before the award should it deem it necessary.

DELIVERY ADHERENCE

Delivery of goods must be made in accordance with the instructions appearing on the official Purchase Order issued by GPL.

All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery/milestone has been effected.

Deliveries not complying with the order forms will be returned to the contractor at the contractor's expense.

Where applicable, all equipment is to be supplied with Operating Manuals in at least the English Language.

RISK

During the period the equipment is in transit or in the possession of the contractor, up to and including the date of acceptance by the end-user, the contractor shall be responsible for all risks of loss or damage to the equipment.

GUARANTEES

The contractor shall fully guarantee and maintain all items against manufacturing defects for the entire warranty period.

MAINTENANCE OF THE EQUIPMENT

After the guarantee period has lapsed the maintenance of the equipment will be solicited on a quotation basis as and when required. The contractor shall repair or replace such items immediately upon receipt of official purchase order.

In a case where the equipment is in for repairs for more than five (5) days, the contractor is deemed to provide a loan equipment, which is in good condition.

OUTRIGHT PURCHASE

The contractor shall fully guarantee all items against manufacturing defects, installation, commissioning, materials and workmanship for a minimum period of 30 days after the delivery of equipment.

Should the manufacturing defects be detected within the 30-day period, the supplier shall replace the equipment with the new one. Should the manufacturing defects be detected.

within six (6) months from date of delivery period, installation and commissioning, the supplier shall service the equipment under guarantee terms and conditions.

Contractors are obliged to refund, repair or replace the failed, unsafe and defective goods. The guarantee period shall be effective for a period of (36) months from the date of delivery, installation and commissioning.

Throughout the guarantee period, the contractor must maintain working order of all equipment.

Maintenance and servicing inspections must be carried out on a (six) monthly basis as stated without being requested to do so by the end-user during the guarantee period. The use of other brands of material e.g. ribbons, ink, tapes and paper etc. must in no way affect the guarantee. Should the use of this material affect the guarantee, full particulars must be furnished.

The guarantee shall include regular inspections during the guarantee period and a certificate marked "Under Guarantee" in respect of each inspection shall be furnished. It is a requirement that the contractor keeps record of the offices/premises where the equipment is delivered and installed in order to keep such equipment in good working order during the guarantee period.

SPECIFIC CONDITIONS

Bidders should register on the Central Supplier Database(CSD) to upload information namely, (Business Registration/Directorship/Membership/Identity Numbers/Tax Compliance Status

and Banking Information for verification purposes) B-BBEE Certificate or sworn affidavit for B-BBEE.

Where a bidder is not registered on the CSD, information, namely (Business Registration/Directorship/Membership/Identity Numbers/Tax Compliance Status and Banking Information for verification purposes) B-BBEE Certificate or sworn affidavit for B-BBEE must be submitted

This Bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2017, The General Conditions of Contract (GCC) and, if applicable, any other legislation or Special conditions of contract.

GPL cannot award contracts to provide goods and/or services to a Member of GPL or Cabinet, a Member of a Provincial Legislature or Member of a Provincial Executive Council, a municipal councillor, a person in the employ of the state/government 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.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -:

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).

Failure to submit an original and valid / Electronic Tax Compliance Certificate with a Personal Identification Pin number from SARS will invalidate the bid.

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Bid , GPL must be in possession of an original tax clearance certificate issued by SARS, submitted by the bidder **OR** have verified the Bidder's Tax Matters using the Personal Identification Pin number from SARS submitted by the Bidder.

In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Copies of the application form for a tax clearance certificate are available at any Receiver's Office. This form can also be downloaded from <http://www.sars.gov.za>

Where a joint venture / partnership submits an offer for this bid, a joint venture / partnership agreement must be attached, which specifies the names of the companies that have formed the joint venture / partnership, the name of the joint venture / partnership. Companies that are members of the joint venture / partnership will be individually required to comply with tax compliance requirements by SARS.

Prospective bidders may submit their questions to tenders@gpl.gov.za or contact the person assigned to deal with enquiries on the advertisement for this bid.

Any costs incurred by the bidders in preparing and submitting their response to the Request for Bids (RFB) will be the sole responsibility of the bidder.

GPL may request bidders to provide additional pricing information to be utilised for comparative purposes during evaluations.

GPL reserves the right to invite short-listed bidders to make a presentation to GPL's bids evaluation committee to further clarify or substantiate their submissions.

GPL reserves the right not to award this bid in total, or part thereof.

GPL reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder, if such bidder has been awarded a bid by GPL or has performed services for GPL during the last 12 months prior to the closing date of the bid.

GPL reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.

The successful bidder/s will enter into a stipulated contract with GPL for the provision of the required service.

The successful bidders, their employees and their sub-contractors must comply with GPL security clearance.

The successful bidders must be willing to sign confidentiality or non-disclosure agreement.

All items supplied by the successful bidder/s must meet the minimum approved requirements of the South African National Standards.

All items supplied by the successful bidder/s must be manufacturer guaranteed.

All relevant clearances and/or memberships must be submitted to GPL upon the renewal throughout the duration of the contract.

In the event where the order was wrongly printed, the service provider must be able to exchange goods or cancel the order as per the GPL's request.

CONTRACTUAL OBLIGATIONS

Following are the Conditions and Procedures to be complied with as part of the Contract with GPL:

All persons employed by the Contractor working within the premises of GPL 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.

EVALUATION CRITERIA

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

Evaluation Stage One – Compliance with the administrative/commercial requirements in the standard bidding documents and mandatory requirements. In this evaluation stage, all bidders that fail to meet all the set administrative/commercial requirements will be disqualified from further evaluation.

Evaluation Stage Two – Pre-qualification functionality evaluation criteria. In this evaluation stage, bidders are expected to obtain a minimum of **70** out of 100 points to proceed to the next evaluation stage of the evaluation. Failure to obtain the prescribed **70** points will automatically disqualify the bid offer from proceeding to the next evaluation stage. Refer to table (a) below.

Evaluation Stage Three – 80/20 Preference point system shall be applicable to this phase, where 80 points represent maximum obtainable points for the cheapest price, and 20 points represents the B-BBEE level status. Points will be awarded to a bidder for attaining the B-BBEE level status level of contribution in accordance with the table as listed in the bid documentation.

Calculation of points for B-BBEE status level of contributor

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

RESPONSES

Bidders' responses must be laid out in the format described in this section. Sections must be clearly labelled as follows:

SERVICE PROVIDER CONTACT DETAILS

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

SERVICE PROVIDER PROFILE

- a. Bidder's name and address
- b. Company / organisation structure
- c. Commencement date of business
- d. Certificate of Incorporation
- e. Every prospective bidder must provide one (01) Original and four (04) copies of the proposal.

PRICING STRUCTURE

- Prices must be quoted in South African currency and must be inclusive of Value Added Tax (VAT).
- Bidders are further requested to indicate their price in all elements listed on the pricing schedule below.
- Pricing on the pricing schedule is for comparative purposes.
- Prices must remain fixed for the duration of the contract. The pricing schedule below must be completed.
- The total costs must be inclusive of all costs such as delivery, labour rates,
- Transfer of skills etc.

SPECIFIC CONDITIONS TO BIDDERS

- GPL cannot award contracts to provide goods or services to a Member of GPL or Cabinet, a Member of a Provincial Legislature or Member of a Provincial Executive Council, a municipal councillor, a person in the employ of the state whose participation in bidding for the contract may result in a conflict of interest, or any entity in which any of the mentioned persons is a Director or has controlling or other substantial interest.
- The service provider must certify that the personnel identified in its response to this bid will be the persons actually assigned to GPL. Any changes in the personnel from those identified in the response to the bid must be approved by GPL. GPL may, at its discretion, require the removal and replacement of any of the service provider's personnel who do not perform adequately.
- The successful service provider must enter into a formal service level agreement with GPL upon appointment and must go through a security clearance process.
- The award of the contract will be subject to the successful conclusion of a Service Level Agreement.
- Bidder must be willing to sign confidentiality or non-disclosure agreement.
- A compulsory briefing session will be held on a date specified in the advertisement of this bid.
- Prospective bidders may submit their questions to mbangie@gpl.gov.za
- GPL may request bidders to provide additional pricing information to be utilised for comparative purposes during evaluations.
- GPL reserves the right to re-appoint or extend the service of the service provider where there is a natural continuation of assignments.
- GPL reserves the right to invite shortlisted bidders to make presentations to its evaluation team.
- GPL reserves the right not to award this bid in total or part thereof.
- GPL reserves the right to award this bid to one or more bidders.
- GPL reserves the right, for purposes of promoting the values of competitiveness and fairness, not to award the bid to the highest scoring bidder, if such bidder has been awarded a bid by GPL or has performed services for GPL during the last 12 months prior to the closing date of the bid.

- Where a joint venture / partnership submits an offer for this bid, a joint venture / partnership agreement must be attached, which specifies the names of the companies that have formed the joint venture / partnership, the name of the joint venture / partnership. Companies that are members of the joint venture / partnership will be individually required to comply with tax compliance requirements by SARS.
- Only statutory price increases will be considered. The successful bidder must submit proof thereof.
- All relevant clearances and/or memberships must be submitted to GPL upon the renewal throughout the duration of the contract.
- Bidders must ensure that the reference questionnaire is signed by the referee, and the contact details are fully completed with a company stamp or logo thereon. The contact details must include the contact number and/or the e-mail address of the referee as this information will be used by GPL to verify all references submitted. If the referee does not confirm the information provided, *the reference will not be considered.*
- The scores allocation will be aggregated and applied on a conversion formula:

CONTRACTUAL OBLIGATIONS

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

STATUTORY REQUIREMENTS

All persons employed by the Contractor working within the premises of GPL 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 employee in charge of that particular project.

GENERAL REGULATIONS

The Contractor shall submit a list of all portable electrical tools and equipment to security before permission is granted to enter or leave the premises. Vehicles will be subjected to a search before entry

and when leaving the premises. Contractors are not permitted to stay on the premises after their shift has been completed.

The Safety, Health and Environmental Manager (hereinafter the Safety Manager) must authorise any work, which could affect or interfere with normal activities of GPL.

All excavation work must be railed off or barricaded, debris or material, which cannot be removed immediately, must be placed in such manner as to allow adequate and safe passage. The Safety Manager will authorise areas where rubble and other material may be stored. The Contractor will stay confined to the area of his work.

PERSONAL PROTECTIVE EQUIPMENT

The Contractor is responsible to provide the necessary protective equipment and to ensure that it is used as required.

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.

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 GPL 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 GPL may ask such Contractor to produce the said certificate.

All tools and equipment must be reported to GPL 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 GPL register whenever it is brought on site.

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 take all necessary precautions to eliminate all fire hazards and to prevent fire damage. All fires shall be reported immediately to the Safety Manager.

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. GPL reserves the right to remove such material against cost within three days after completion of the contract.

- The principle of GPL security instructions must be upheld at all times.

- GPL 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.

BID COMPLIANCE CHECKLIST

Bidders must use the checklist below to ensure completeness of their bid submission.

No.	Description of Requirement	YES	NO
A)	<u>Should you not submit the following documents your bid will be disqualified automatically:</u>		
	1) Completion of ALL bid documentation (includes ALL declarations and Commissioner of Oath signatures required) 2) A valid and original Tax Clearance Certificate (valid as at the closing date of this bid) OR An Electronic Tax Compliance Certificate. A bidder must request for a Personal Identification Pin number from SARS 3) Statutory certificates (if applicable)		
B)	<u>Should you not submit the following documents your bid will be considered non-compliant and these documents must be made available should an award be made</u>		
	<ul style="list-style-type: none"> ▪ Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members ▪ Certified copies of shareholders certificates ▪ Proof of Ownership ▪ Certificate to Commence Business ▪ Certificate of Change of Name or CK2 (if applicable) ▪ Joint Venture / Consortium agreement / Trust Deed (if applicable) ▪ Certified copy of ID documents of the Directors or Members 		
C)	Proof of Public Indemnity Cover for minimum of R1 million (Letter of good Standing with the Department of Labour for Unemployment Insurance Fund (If applicable)		
D)	Letter of good standing with Department of Labour for Compensation of Occupational, Injuries (If applicable)		
E)	Joint Venture / Consortium agreement / Trust Deed (if applicable)		

F)	Non-submission of information that will be scored on functionality will lose points on functionality.		
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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 GPL 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

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 GPL that the claims are correct.
- 3) If the claims are found to be incorrect, GPL 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;
- 4) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the Bid.
- 5) I hereby undertake to render services described in the attached Bidding documents to GPL 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 GPL during the validity period indicated and calculated from the closing date of the Bid.
- 4) 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.
- 5) 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.

- 6) Declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
- 7) I confirm that I am duly authorised to sign this contract.

DECLARATION

I hereby agree that, in the event of false, incorrect or misleading information being provided in this declaration, the Secretary to GPL shall have the right to:

- recover any losses or damages sustained by GPL under such agreement
- restrict the supplier from further business with GPL depending on the materiality of the misrepresentation and the degree of prejudice suffered.

Name of Representative: _____

Identity number: _____

Signature: _____ Date: _____

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/SERVICE NUMBER:

PLACE/DATE:



GAUTENG

LEGISLATURE
Your View ~ Our Vision

TERMS OF REFERENCE

PLUMBING REMEDIAL WORKS PROJECT

PHASE 1- GPL

Estimated Period – 3 months

29th September 2017

1. BACKGROUND

GPL is housed in the City Hall Building. The building is a heritage building which is more than 100 years old.

AFMS Group (Pty) Ltd was appointed to render the condition assessment services on the Gauteng Provincial Legislature (GPL) building in the 2015-16 financial year. Based on the condition assessment findings, the plumbing and drainage was found to be an area requiring urgent attention. Severe flooding has been experienced in the building as a result of the dysfunctional drainage system.

The project is proposed to respond to the recommendations of the conditions assessment which was undertaken to ensure effective and efficient asset management in compliance with the requirements of GIAMA and OHSA as well as improve stakeholder satisfaction in respect of GPL facilities.

The project is aligned to GPL strategic objective of enhanced public confidence in the governance and leadership of the GPL.

2. INTRODUCTION

The condition of the building, areas and assets was assessed via visual inspections, that is, the inspection was non-intrusive and did not involve dismantling or stripping of equipment, nor demolition or opening of building fabric nor excavations.

Generally, the building with its structure, fabric, equipment and services was found to be in a relatively good condition. However, there are various defective areas of work that require urgent remedial attention.

Furthermore, there were incidents of flooding that were experienced due to storm water and sewerage system failure. Drains and sewer pipes need to be cleaned, repaired where defective.

Further investigation was also undertaken to determine the root causes of the flooring. Due to the water shortages experienced during the course of 2016 it was also deemed prudent to increase capacity of the storage tanks for the building.

3. OBJECTIVE

The objectives of this ToR include:

a) To provide prospective contractors with adequate information to understand and respond to GPL's requirements in respect of the required plumbing and drainage remedial works required for the main building.

b) To provide prospective contractors with opportunity to present GPL with best suitable options to enable undertaking of the project, both in terms of price and quality.

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

4. SERVICE REQUIRED

The Gauteng Provincial Legislature (GPL) seeks to appoint certified, experienced and reputable Contractors to undertake all relevant works to ensure required remedial plumbing and drainage works to ensure completion of the scope of works outlined.

5. SCOPE OF WORK

The scope of works is as follows: -

- Replacement of overhead tank
- Supply and installation of storage tank in the basement parking area
- Undertake remedial works to the sewer / storm water and drains

Detailed BoQ provided.

6. REQUIRED COMPETENCIES

The Contractor must be adequately experienced and capable of undertaking the requisite scope of works.

Details of previous work undertaken as well as staff complement with the requisite qualifications, registration and experience must be provided.

7. KEY ASSUMPTIONS

The Contractor must have the requisite skills, capacity and expertise to undertake the works as outlined in the scope of works provided.

The Contractor must submit detailed program in respect of implementation of the required scope of works.

The Contractor must comply with all requirements in respect of safety requirements

8. PERIOD OF THE ASSIGNMENT

We envisage that the works will be completed within a period of not more than 3 months.

The Contractor will be expected to provide a detailed program with their submission to ensure completion within the prescribed timeframes.

9. MINIMUM REQUIREMENTS

To ensure standards of delivery all tenders must comply with the following criteria: -

- Registered with the Contractors Industry Development Board (CIDB)
- Minimum CIDB rating: Civil Engineering (CE) or Plumbing SO

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

- Grade 3CE or 3SO
- Further membership of any other technical governing bodies or applicable Institutes may be provided.

10. EVALUATION CRITERIA

Phase 1: Pre- Qualification

During this phase, submissions will be reviewed for purposes of assessing compliance to prescribed by GPL Supply Chain Management Policy and submission of all requisite documentation Failure to comply with the prescribed Supply Chain Management Requirements in phase 1 will lead to disqualification of submission.

Phase 2: Mandatory Compliance

All submissions that do not meet the Mandatory Requirements will be disqualified, and will not be considered for further evaluation on the Technical / Functional Requirements.

The Mandatory Requirements are as follows: -

OCCUPATIONAL HEALTH AND SAFETY	COMPLY	NOT COMPLY
<p>The Contractor must ensure compliance to Occupational, Health and Safety Act for the duration of contract.</p> <p>COIDA – Letter of good standing must be submitted with the proposal.</p> <p>Safety practices – must be submitted with the proposal</p> <p>An OHS file must be prepared and handed in on appointment of successful contractor.</p>		
Substantiate / Comments		
Risk Insurance	COMPLY	NOT COMPLY
<p>The Contractor must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from its obligation and shall ensure that such insurance remains operative for the duration of this project.</p> <p>A copy of all Risk Insurance Liability in the minimal sum of R 2 million must be handed to GPL upon commencement of the project by the successful contractor.</p>		
Substantiate / Comments		
REGISTRATION WITH PRESCRIBED BODIES	COMPLY	NOT COMPLY
<p>The Contractor and prescribed staff member / s must be registered and be in good standing with the Contractors Industry Development Board (CIDB)</p> <ul style="list-style-type: none"> • Minimum CIDB rating: Civil Engineering (CE) Grade 3CE or Plumbing (SO) Grade 3SO 		

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

The Contractor s must provide proof of registration with CIDB Note: The GPL reserves the right to verify the Contractor’s status of registration directly with CIDB		
Substantiate / Comments		
FINANCIAL CAPABILITY	COMPLY	NOT COMPLY
Bank rating letter to assess financial viability and ability to meet contractual obligations must be submitted. The Contractor must have a rating of D or higher		
Substantiate / Comments		

Phase 3: Technical/ Functionality Evaluation

The functionality criteria will be used for evaluating all responses / proposals, must score a minimum of 70% or 70 points. If the minimum threshold is not met the consultants will be disqualified.

Submissions will be evaluated in accordance with the Functional criteria as follows:

Criteria	Scoring Guide		Max Points	Points Scored
Performance on similar projects List of all similar projects based on scope and size completed in the past five years – refer annexure A and provide	Details	Score	5	
	Details not submitted as per annexure A	0		
	Details submitted as per annexure A	5		
Quality of performance Experience of contractor in relation to similar projects done in the last five (5) years with a value of R1.5 million or above. Attach completion certificates and testimonials per project.	Details	Score	15	
	One (1) to Three (3) relevant testimonials and completion certificates per project	3		
	Four (4) to Six (6) testimonials and completion certificates per project	6		
	Seven (7) to Nine (9) testimonials and completion certificates	9		
	Ten (10) and above testimonials and completion certificates per project	15		

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

If no certificates and testimonials per project submitted, will not be considered																
Project Management Project plan with, schedule, time-frames, key tasks, sub tasks, distribution of resources, cost projection, key milestones and critical paths	<table border="1"> <thead> <tr> <th data-bbox="392 322 1137 387">Detail</th> <th data-bbox="1142 322 1251 387">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="392 394 1137 640">Project plan submitted. (15) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (15) Key Milestones and critical path provided (10) Gnat charts with measurable milestones (10)</td> <td data-bbox="1142 394 1251 640">50</td> </tr> <tr> <td data-bbox="392 647 1137 893">Project plan submitted (15) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (15) Key Milestones and critical path provided (10) No Gnat charts with measurable milestones (0)</td> <td data-bbox="1142 647 1251 893">40</td> </tr> <tr> <td data-bbox="392 900 1137 1146">Project plan submitted (15) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (15) No Key Milestones and critical path provided (0) No Gnat charts with measurable milestones (0)</td> <td data-bbox="1142 900 1251 1146">30</td> </tr> <tr> <td data-bbox="392 1153 1137 1400">Project plan submitted (15) No Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (0) No Key Milestones and critical path provided (0) No Gnat charts with measurable milestones (0)</td> <td data-bbox="1142 1153 1251 1400">15</td> </tr> <tr> <td data-bbox="392 1406 1137 1653">Project plan submitted (0) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (0) Key Milestones and critical path provided (0) Gnat charts with measurable milestones (0)</td> <td data-bbox="1142 1406 1251 1653">0</td> </tr> </tbody> </table>		Detail	Score	Project plan submitted. (15) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (15) Key Milestones and critical path provided (10) Gnat charts with measurable milestones (10)	50	Project plan submitted (15) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (15) Key Milestones and critical path provided (10) No Gnat charts with measurable milestones (0)	40	Project plan submitted (15) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (15) No Key Milestones and critical path provided (0) No Gnat charts with measurable milestones (0)	30	Project plan submitted (15) No Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (0) No Key Milestones and critical path provided (0) No Gnat charts with measurable milestones (0)	15	Project plan submitted (0) Detailed programme with measurable milestones which are specific to the project and covers key tasks, sub tasks, distribution of resources, cost projection (0) Key Milestones and critical path provided (0) Gnat charts with measurable milestones (0)	0	50	
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Detail	Score															
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I..... (Name)..... (Signature) duly authorised by the bidding company, hereby confirm that I have read and complied with the above requirements of this bid.

	Registration – Plumbing Industry Registration Board (PIRB)	4		
	If a prospective bidder is compliant to specific ISO standards, proof of such certification needs to be provided, e.g. Management System standards (ISO 9001, ISO 14001), Occupational Health and Safety Management standard (ISO 18001 / OHSAS 18001), etc.	2		
Capacity – Human Resources	Detail	Score	10	
	Experience of key staff allocated to the project	3		
	Details of staff, role on the project and organogram	2		
	CV 's and certificates submitted	3		
	Proof of competency i.e. training/ qualification certificates and proof of registration.	2		
Number of staff allocated to this project, their seniority, qualifications and competency (provide organogram)				
Project Manager/ Foreman	Detail	Score	10	
	Details describing experience and capacity in handling similar jobs.	2		
	Description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work	2		
	Current detailed résumé of proposed project manager / foreman.	2		
	Description of how the proposed project manager / foreman has supplied expertise for similar contracts and projects.	2		
	Any supporting documentation that they feel will support their descriptive narrative.	2		
TOTAL			100	

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

Phase 3: Price

Based on the firm bidder price provided, the following formula will be used to award points on price evaluation:

The 80/20 Preference point system will be applied as this bid is not expected to exceed R 50 000 000 (Inclusive of VAT)

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



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**Compulsory Briefing Session –
Declaration Of Attendance**

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COMPULSORY BRIEFING - DECLARATION OF ATTENDANCE

BID NUMBER: GPL021/2018
BID DESCRIPTION: REMEDIAL PLUMBING WORKS

BID CLOSING DATE: 06 August 2018 **CLOSING TIME:** 11: 00

BRIEFING SESSION:

Applicable: Yes
Compulsory: Yes

Venue: No. 10 Fraser Street, SAGE building (Corner Helen Joseph & Fraser Street) 1st floor
Date: 17 July 2018
Time: 11H00

- 1. I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the GPL to supply all or any of the supplies and/or to render all or any of the services described in the attached bid documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED AT THE SITE INSPECTION WAS UNDERSTOOD.

SIGNATURE OF BIDDER OR ASSIGNEE(S)
.....
DATE:.....

Position
Name of bidder.....
Name of company

SIGNATURE OF GPL OFFICIAL..... DATE:.....

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