

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	



CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD

INVITATION FOR AN OPEN TENDER TO PROVIDE SECURITY SERVICES AT CONSTITUTION HILL FOR A PERIOD OF 3 YEARS (36 MONTHS).

BID NUMBER: CONHILL/08/FAC-SEC/2020

DATE ISSUED 31 March 2021
CLOSING DATE 23 April 2021
TIME 11:00 AM

COMPULSORY SITE BREIFING 7 April 2021
TIME 11:00 AM
BREIFING VENUE CONSTITUTION HILL DEVELOPMENT COMPANY
11 KOTZE STREET
BRAAMFONTEIN JOHANNESBURG
THE OLD FORT BUILDING
HUMAN RIGHTS BOARDROOM

BID VALIDITY PERIOD: 120 DAYS

Bidder's details	
Company name:	
Company registration no:	
CSD registration no:	
Contact person:	
Tel number:	
Cell number:	
Email address:	

BID SUBMISSION REQUIREMENTS:

Technical & Financial 2 hard copies (1 original and 1 copy) and 1 soft copy.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

Stage	Method of Evaluation	Criteria
Stage 1	Administrative Compliance	All administrative documents signed and submitted
Stage 2	Mandatory Compliance	All mandatory documents submitted
Stage 3	Functionality – Technical Evaluation Criteria	Minimum score of 60 points for Phase 1 and 10 points for Phase 2 (Bidder Presentation)
Stage 3.1	Bidder's Site Visitation	Minimum score 10 points
Stage 4	Financial – Price & BBBEE	80/20 rule will apply

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

The locked tender box located in the SCM Office Area at:

Constitution Hill Development Company

The Old Fort Building (Johannesburg Fort)

11 Kotze Street, Braamfontein,

Johannesburg, 2000

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

DOCUMENTS REQUIRED

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED AND BE COMPLETED IN BLACK INK WHERE COMPLETION IS REQUIRED.

Minimum Documents required for this BID	Instructions for Bidder's Attention	Submitted (Yes /No)
Central Supplier Database (CSD) Summary Report	Proof of CSD registration	
Tax compliance verification pin	Must be printed from SARS Website.	
SBD 1 (Invitation to Bid – and Bid Price Statement)	Must be duly completed and signed	
SBD 3.3 (Pricing Schedule)	Must be duly completed and signed	
SBD 4 (Declaration of Interest)	Must be duly completed and signed	
SBD 6.1 (Preferential Points Claim Form)	Must be duly completed and points claimed be allocated as per B-BBEE certificate or Sworn Affidavit.	
SBD 8 (Declaration of Service Provider's past Supply Chain Management Practices)	Must be duly completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Must be duly completed and signed	
CIPC - Company Registration Documentation	1. Certificate of Registration, 2. Change of Name Certificate (if applicable), 3. Register of Directors and Registered Business Address	
Proof of VAT registration e.g. VAT registration Number	Please type it in a blank page in big font <u>or</u> attach a document printed from SARS with VAT registration Number.	
B-BBEE Certificate/s or B-BBEE Affidavit where applicable.	B-BBEE Copies must be certified by the Commission of Oath not older than 6 months. Or original B-BBEE Affidavit where applicable. For Joint Venture: please submit a consolidated B-BBEE Certificate. This B-BBEE should be from SANAS accredited verifying agency.	
Company Profile and resources allocated to the project	Attach Company's profile which indicates number of years of service. Organogram of resources to be allocated to the project will be considered during evaluation.	
Certified Copies of Identity Documents	For all current Owner/s Shareholders/ Directors, Members (if Close Corporation)	
Copy of Board Resolution or Company Power of Attorney, authorising the person signing this bid response	Please attach this support.	
Financial Standing - Submission <u>of any</u> of the	Please attach any of the 3 mentioned,	

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

<p>following, must not be older than 3 months:</p> <ul style="list-style-type: none"> ➤ Original letter from the bidder's appointed accountant or CEO/Managing Director certifying that the bidder is in a financially sound position and there are no significant uncertainties about its going concern and ability to pay its liabilities as they become due in the ordinary course of business, or ➤ Original Bank Stamped Letter with at-least Bank Code D Rating or better ranking. 	failure of which will lead to disqualification.	
PSIRA certificate	Please attached certified copy of valid Bidder's PSIRA Certificate.	
Valid Joint Venture agreement signed by all relevant parties (where applicable)	All administrative documents submitted must clearly indicate the name of Joint Venture and that the bidder is bidding as a Joint Venture.	
Valid sub-contracting agreements signed by all relevant parties (where applicable)	If the Sub-contractor agreement not attached, bidder will not be disqualified but the sub-contracting arrangement with any supporting documents thereof will be disregarded.	
Proof of registration with security's provident fund.	Attach a proof of Security's Provident Fund	
Proof of registration for Unemployment Insurance Fund and	Attach a letter of good standing on UIF	
Proof of registration for Workmen's Compensation Fund;	Attach a letter of good standing on Workmen's Compensation Fund	
Proof of registration for Compensation for Occupational Injuries and Diseases (COID).	Attach a proof of COID registration.	
Bidder's Co. profile indicating the physical address of the Head Office and physical address of Security Control Centre to serve ConHill.	Please attached a Co. profile with clear Security Control Centre address (preferably within Gauteng region).	
Detailed CV's of each proposed personnel assigned to the project, detailing inter alia their relevant operation and experience, verifiable project accomplishments and their availability to the project (maximum 2 pages per person).	Please attached C.V's for key personnel for evaluation purposes.	

1. Bid Documents must be completed with ink (Black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change. Any document submitted with tippex will be disregarded and taken as not submitted.
2. All certified documents must be within the current six (6) months COUNTED FROM THE CLOSING DATE OF THE TENDER. Copies of certified copies will not be accepted and such document will be regarded as not submitted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Constitution Hill will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

TABLE OF CONTENTS

PART A	A1: Invitation to bid (SBD1), A1.1. Conditions of Bidding, A2: Terms of reference & Tender Scope A3: Pricing Schedule (SBD3.3)
PART B	B1: Declaration of Interest (SBD4)
PART C	C1: Evaluation Criteria C2: Preference Points Claim Form in terms of the Preferential Procurement Regulation 2017 (SBD 6.1)
PART D	D1: Declaration of Bidder's Past SCM Practices (SBD8) D2: Certificate of Independent Bid Determination (SBD9)
PART E	E1: Undertaking by Service Provider in respect of Tender E2: General Conditions of Contract (Annexure A) E3: Special Conditions (if applicable)
ANNEXURE A	General Conditions of Contract
ANNEXURE B	SHEQ specification

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

PART A

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

A1: INVITATION TO BID

SBD1

You are hereby invited to bid for the requirements of the CONSTITUTION HILL DEVELOPMENT COMPANY (SOC) LTD					
Bid no:	CONHILL/08/FAC-SEC/2020	Closing Date:	23 April 2021	Closing Time:	11:00 AM
Description:	INVITATION FOR AN OPEN TENDER TO PROVIDE SECURITY SERVICES AT CONSTITUTION HILL FOR A PERIOD OF 3 YEARS.				
Bid response documents may be deposited in the bid box situated at (<i>street address</i>):					
HUMAN RIGHT CONFERENCE ROOM.					
CONSTITUTION HILL DEVELOPMENT COMPANY					
THE FORT BUILDING (JOHANNESBURG OLD FORT)					
11 KOTZE STREET, BRAAMFONTEIN					
JOHANNESBURG 2000					
Bidding procedure enquiries may be directed to:			Technical enquiries may be directed to:		
Contact Person	Ayanda Nhlapho		Contact Person	Ayanda Nhlapho	
Telephone no	011 381 3106		Telephone no	011 381 3106	
Facsimile no			Facsimile no		
E-mail Address	ayanda@conhill.org.za tenders@conhill.org.za		E-mail Address	ayanda@conhill.org.za tenders@conhill.org.za	
Closing date for Enquiries: 9 April 2021					
Supplier Information					
Name of bidder					
Postal Address					
Street Address					

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

Tax Registration no			
Telephone no	Code	Number	
Cell Phone no			
Facsimile no	Code	Number	
E-Mail Address			
VAT Registration no			
Supplier compliance status	Tax Compliance system pin	or	Central supplier Database No. MAAA
B-BBEE Status Level Verification Certificate	Tick applicable box <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status level sworn affidavit	Tick applicable box <input type="checkbox"/> Yes <input type="checkbox"/> No
Company / CC Registration no			
Main Contact Person			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes include enclose proof]	Are you a foreign based supplier for the goods/services/works offered	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes include enclose proof]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>	es	<input type="checkbox"/>
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>	s	<input type="checkbox"/>
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>	s	<input type="checkbox"/>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN			

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

A1.1	TERMS AND CONDITIONS FOR BIDDING
1. Bid Submission:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL SBD FORMS PROVIDED – (NOT TO BE RE-TYPED) (i.e., in both hard copy and electronic)
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT AND THE FOLLOWING CONDITIONS:
1.3.1.	Constitution Hill Development Company (SOC) Ltd (“Conhill”) considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to Conhill. All information contained in any subsequent documentation shall be marked “COMPANY CONFIDENTIAL”.
1.3.2.	All the documentation submitted in response to this invitation to bid must be in English.
1.3.3.	The service provider should verify the numbers of the pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by Conhill regarding anything arising from the fact that pages are missing or duplicated.
1.3.4.	Please make proper division and clearly reference/index your bid document and bid supporting documents attached.
1.4.	Tender responses should be submitted as follows:
1.4.1.	2 HARD COPIES (1 X ORIGINAL + 1 COPY) and electronic copy inserted in a sealed envelope/package endorsed, “ CONHILL/08/FAC-SEC/2020 ” with service provider’s details on the back of the envelope or on the side. The sealed envelope/package must be placed in the bid box located in the SCM OFFICE area Constitution Hill Development Company, The Old fort Building (Johannesburg Fort) 11 Kotze Street, Braamfontein, before the closing date and time.
1.4.2.	In an electronic device (i.e: USB, DVD, etc) and be inserted inside the sealed envelope/package to be submitted as per 1.4.1 above.
1.4.3.	The closing date, company name and the return address must also be endorsed on the back or side of the properly sealed envelope. If a courier service company is used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the CONHILL Bid Box. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and CONHILL accepts no responsibilities in this regard.
1.4.4.	All bid documents must be submitted in hard copies in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
1.4.5.	Amended bids may be made, in an envelope clearly marked “Amendment to bid no “ CONHILL/08/FAC-SEC/2020 ”, to represent the original document as the “replacement bid” and should be placed in the bid box before the closing date and time. In such a case, only the amended bid document will be assessed in accordance with the bid criteria of this tender bid

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

request. Under no circumstances will CONHILL be using or can the service provider rely on any information as contained in the original bid documents once replaced.

- 1.4.6. It is the bidders responsibility to ensure the accuracy of information submitted in both hardcopy and soft copy and that ConHill reserve the right to decide which source of information to rely on in case there is contradicting information or omissions between hard copy and soft copy submitted documents. Hard copy and soft copy should be exact replica of original.
- 1.5. The service provider is responsible for all the cost that they might incur related to the preparation and submission of the bid document.
- 1.6. CONHILL reserves the right not to accept the lowest bid price of any bid in part or in whole.
- 1.7. CONHILL also reserves the right to cancel or award this bid as a whole or in part in line with PPR 2017 section 13.
- 1.8. CONHILL reserves the right to, amongst other things, conduct unscheduled or otherwise scheduled site visits to the places of business of the respective bidding companies to satisfy itself as to the validity of the information provided on this bid document. Any finding or observation made, at the sole discretion and interpretation of CONHILL, which appears to be inconsistent with any information as furnished by the service provider in its bid documentation, will lead to the disqualification of such a service provider from the bidding process. Steps detailed in PPR 2017 section 14 will be followed.
- 1.9. CONHILL reserves the right, not to award or consider bidders with (or who had) litigation against the CONHILL or have been blocked for poor performance on CONHILL's vendor database.
- 1.10. Responses to this tender received from a service provider will be valid for a period of 120 days counted from the closing date of the tender.
- 1.11. The successful bidder will be required to fill in and sign a written contract form (SBD7).

2. Tax Compliance Requirements

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- 2.3 Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.4 Bidders must also submit a printed TCS verification pin obtainable from SARS website.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS verification pin and CSD verification details (i.e., CSD number with unique reference number).
- 2.6 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

3. Evaluation Process

- 3.1. The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation.
- 3.2. This bid will be evaluated in terms of the following stages:
- Administrative compliance
 - Mandatory criteria- Evaluation for mandatory (compliance) criteria
 - Evaluation in terms of functionality
 - Bidder's site visit

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

e) Evaluation in terms of 80/20 preference point system

NB: Failure to provide or comply with any of the above may render the bid invalid.

DECLARATION

I/we, the undersigned, acknowledge that the information furnished above is true and correct.

Signature of Authorised Representative

Date

Commissioner of Oaths

Stamp:

Signature

Date

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

A2. TERMS OF REFERENCE

INTRODUCTION

The submission of proposals will be in terms of this document. All information requested, must be supplied and all annexures completed, whether such information or annexure refers to the eventual tender or not. This information will form part of the eventual tender and must therefore be completed, as there will be no opportunity to do so later. Thus, it is essential that the information supplied is both correct and true.

Prospective tenderers must periodically review <https://www.constitutionhill.org.za/site/> for updated information or amendments with regard to tenders, prior to due dates.

1. CLOSING DATE

The closing date for the submission of proposals 23 April 2021

2. TENDER DOCUMENTS MARKING

- 2.1. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- 2.2. Tenders SBD forms must be completed in black ink
- 2.3. **Each tender, 2 hard copies (1 original and 1 copy) and 1 electronic copy**, must be submitted in a sealed envelope (**Please clearly mark which one is the original**) with the following markings:

Tender Number: CONHILL/08/FAC-SEC/2020

Description: INVITATION FOR AN OPEN TENDER TO PROVIDE SECURITY SERVICES AT CONSTITUTION HILL FOR A PERIOD OF 3 YEARS 36 MONTHS.

Closing Date: 23 April 2021

Name of Company: (Bidder):

Contact Person: (Bidder):

(Contacts Numbers):

(e-mail):

- 2.4. Tenders should be hand delivered or couriered to the following address so as to reach the destination no later than the closing date and time.

Hand delivered to:	Couriered to:
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Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

<p>The locked tender box located in the SCM Office Area at: Constitution Hill Development Company The Old Fort Building (Johannesburg Fort) 11 Kotze Street, Braamfontein, Johannesburg, 2000</p>	<p>The Manager: Supply Chain Management Constitution Hill Development Company The Old Fort Building (Johannesburg Fort) 11 Kotze Street, Braamfontein, Johannesburg, 2000</p>
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- 2.5. Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- 2.6. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed/deposited into the bid box. Constitution Hill will not be held responsible for any delays where bid documents are handed to the Constitution Hill Receptionist.
- 2.7. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid and will not be considered for evaluation.
- 2.8. Amended bids may be sent in an envelope marked "Amendment to bid CONHILL/08/FAC-SEC/2020" and should be placed in the bid box before the closing time.
- 2.9. All inquiries must be directed, in writing only, to: The Supply Chain Management Officer Miss Ayanda Nhlapho. E-mail: ayanda@conhill.org.za

3. SECURITY AND INTEGRITY CLEARANCE

All information documents, records and books provided by Constitution Hill to any tenderer, in connection with the invitation to tender or otherwise, are strictly private and confidential. These must not be disclosed by any tenderer to any third party, except with the express consent of Constitution Hill, which will be granted in writing prior to such disclosure. Constitution Hill, however, reserves the right to disclose any information provided by any tenderer to any of the employees of Constitution Hill, for successful tenders.

A proposal for award will be rejected if Constitution Hill determines that the supplier recommended for award, has engaged in corrupt or fraudulent activities in competing for the contract in question.

Constitution Hill may require contractors to permit Constitution Hill to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Constitution Hill.

3.1. False Information

Should the Tenderer provide and/or provides Constitution Hill intentionally or negligently with false and/or misleading information or intentionally or negligently omitted any material fact that may have rendered any statement made by the Tenderer misleading, in connection with this Tender Request for Proposal or supporting information or any subsequent requests for information and/or such

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

misleading and/or false information and/or omission of any material fact induced Constitution Hill in awarding the Tender and/or concluding any subsequent agreement shall entitle Constitution Hill in its sole discretion forthwith to disqualify the Tenderer and/or to immediately terminate any agreements subsequently entered into without prejudice to any of the rights Constitution Hill has in terms of such agreement and/or any law.

4. SPECIAL TENDER CONDITIONS

This tender and its acceptance will be subject to the terms and conditions described below.

- 4.1. **Cost incurred in preparation and delivery.**
Constitution Hill is/will not be liable for any costs incurred in preparation and delivery of tenders.
- 4.2. **Tender Surety**
Constitution Hill requires no proposal surety, but tenderers should note the conditions set out below. However, Constitution Hill reserves the right to review this position at contractual stages.
- 4.3. **Downscaling of Work**
Constitution Hill reserves the right to downscale the required services should the need arise. In such cases, Constitution Hill will only downscale such services after every completed contractual period of twelve (12) months. At least three (3) months' notice of such downscaling will be provided to the successful bidder.
- 4.4. **Validity Period**
The tender proposal must remain valid for at least 120 days after the tender closing date. All prices indicated in the proposal and other recurrent costs must remain firm for the period of the contract.
- 4.5. **Completeness of Solution**
Notwithstanding any possible shortcomings and / or inconsistency in the specifications, the tenderer must ensure that the solution offered will form a complete, cost effective and functional proposal for the whole project solution.
- 4.6. **Contractual Implications**
 - 4.6.1. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of this tender document and the bidder's response. In the event of any conflict or confusion arising between the terms and conditions of this tender document and the bidder's response, this tender document shall prevail.
 - 4.6.2. Proposals that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal.
 - 4.6.3. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the bidder's response, accordingly the relevant Terms and Conditions of this tender

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

and the bidder's response will be incorporated in the subsequent written agreement, unless otherwise provided by Constitution Hill.

- 4.6.4. Other than providing rights to Constitution Hill, nothing in this Tender and bidder's response should be construed to give rise to Constitution Hill having any obligations or liabilities whatsoever, express or implied.
- 4.6.5. The successful bidder shall only be entitled to render services and/or provide goods to Constitution Hill once a separate written contract, which will be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT" listed in Annexure A of this tender document. (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect), has been signed by both the successful bidder and Constitution Hill, whereupon this tender and bidder response will cease to have force and effect.
- 4.6.6. The successful bidder will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.

4.7. Quality Assurance

All services rendered by the bidder, its personnel, agents or sub-contractors will be subject to on-going evaluation to determine its effectiveness and will be so guaranteed for the full contract period by the bidder after acceptance by Constitution Hill.

4.8. Documents submitted.

All documents, samples and materials submitted as part of a tender becomes the property of Constitution Hill, and yet in any event Constitution Hill will not be liable for loss or damage to any documents, samples and materials submitted.

4.9. Awarding of Contract

The successful bidder shall upon receipt of written notification of an award (appointment letter), be required to conclude a Service Level Agreement (SLA) with Constitution Hill, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value add to Constitution Hill's business.

Upon Appointment the successful bidder will be required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

Constitution Hill reserves the right to accept or reject any bids in line with PPR 2017.

Constitution Hill may request clarification regarding any aspect of the proposal or additional information regarding any non-evaluation criteria. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

disqualified. Constitution Hill may also request a demonstration, and bidders must comply with such a request within 72 hours.

- 4.10. In light of any changes as envisaged in the Institutional Arrangements, Constitution Hill reserves the right to cede any contract to any future company that may take over the management of any or all areas of the precinct.
- 4.11. Constitution Hill reserves the right to request that the existing staff be taken over by the new service provider, prior to the commencement of contract.

5. Entity Background

5.1. Introduction

Nowhere can the story of South Africa’s turbulent past and its extraordinary transition to democracy be told as it is at Constitution Hill. This National Heritage site has witnessed over a century of South Africa’s history. From soldiers who fought in the Anglo Boer war at the turn of the century, political prisoners, and resisters to the repressive apartheid regime, the youth caught up in the Soweto Uprising, to the dawn of democracy, Constitution Hill has witnessed it all. The site was injected with a new meaning and energy when it was chosen in the mid-1990s as the site for the new Constitutional Court. Today Constitution Hill is a city precinct managed by Gauteng Growth and Development Agency (GGDA) and Johannesburg Development Agency (JDA) and anchored by the South African Constitutional Court, the highest court in the country on constitutional matters.

Situated on a hill overlooking the bustling Johannesburg city and the leafy suburbs, Constitution Hill provides a unique perspective of Johannesburg and its rich history. The various museums and the Constitutional Court host gripping exhibitions with themes that showcase South Africa’s rich heritage, constitutionalism, the transition to democracy, and human rights advocacy. Constitution Hill also boasts 18 multipurpose venues spread over three buildings ranging in capacity from 10 to 1 200 guests that may easily be transformed into magical function and event settings.

On 11 December 2011, the Flame of Democracy and beam of light outside the Constitutional Court in the Awaiting Trial block were lit by Deputy President Kgalema Motlanthe with a flame ignited by former President Nelson Mandela. The Flame signifies the commitment of the country to democracy, human rights and constitutionalism.

Women’s Jail

The Women's Jail at Constitution Hill is the first museum in the country that is devoted to telling the story of the prison experiences of women during the colonial and apartheid eras. The likes of Fatima Meer, Albertina Sisulu and other political activists as well as the notorious Daisy de Melker were incarcerated here.

The Old Fort

Its oppressive solitary confinement cells are the focal point of this former jail. It is now a museum, with a

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

permanent exhibition on Nelson Mandela, and also a place of renewal, where exhibitions, functions and conferences are held. It also offers an opportunity to view a film documenting Mandela's time at the Old Fort, and his emotional return to Constitution Hill some 40 years later to the Mandela Cell.

Number Four

Infamous for overcrowding and its brutal treatment of black inmates, many of whom were political prisoners fighting against racial inequality in South Africa, this former prison is now a museum devoted to human rights, with permanent exhibitions focusing on the life and times of Mahatma Gandhi (a former inmate) and life in a cell at number Four.

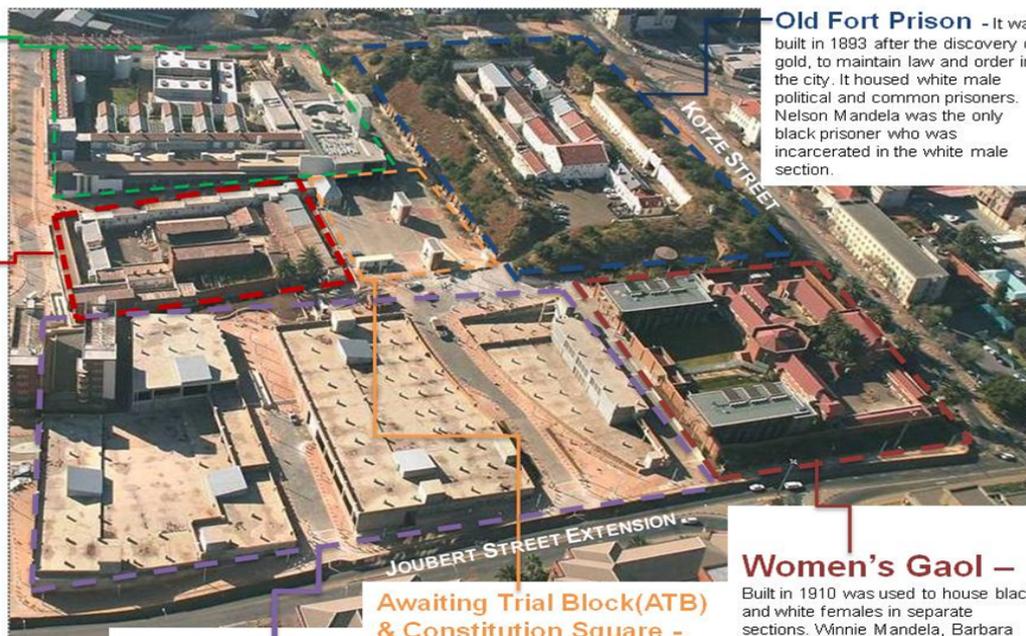
Aerial view of the site:

Constitutional Court

- The highest court in South Africa and the protector of our Human Rights, Democracy and Constitution.

Number Four

- Built in 1902 for black male prisoners. Mahatma Gandhi, Robert Sobukhwe, O.R.Thambo and the students of the 1976 uprising were held at Number Four.



Old Fort Prison - It was built in 1893 after the discovery of gold, to maintain law and order in the city. It housed white male political and common prisoners. Nelson Mandela was the only black prisoner who was incarcerated in the white male section.

Superbasement Parking

- Park and Ride to Soccer City and Ellis Park Stadium for World Cup 2010

Awaiting Trial Block(ATB) & Constitution Square

- ATB was built in 1928. 156 treason trialists were housed in this section. It was demolished to make way for the court. The ATB bricks were used to build the Court Chamber and the great African steps. The two staircases stand on the Square as a beacon of light and hope for the future.

Women's Gaol

- Built in 1910 was used to house black and white females in separate sections. Winnie Mandela, Barbara Hogan (Minister of business and enterprise), Helen Suzman, Albertina Sisulu and Fatima Meer were also imprisoned at the women's goal.

5.2. Service request background/objectives.

Constitution Hill is a public enterprise and the physical protection function is regulated by the following acts standards (where there is an amendment, the amendment act will take precedence):

- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Criminal Procedure Act, 1977, (Act 51 of 1977), as amended

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Firearms Control Act, 2000 (Act 60 of 2000) and Regulations
- National Key Points Act (Act 102 of 1980) and Regulations
- Control of access to public premises and vehicles act, (act 53 of 1985)
- Minimum Information Security Standards (MISS)
- Minimum Physical Security Standards (MPSS)

The security sites have of mixture of physical hardware protection systems and are characterized by layers of security and defense barriers. The Constitution Hill Facilities Manager, as appointed by Constitution Hill, has overall control of the security contract and manages the security function for the precinct, with the exclusion of the Constitutional Court.

Facilities Manager’s primary responsibilities include the provision of oversight over the contracted security guard force. The aim of the new service level agreement is to ensure a credible and professional security service.

The number of guards required shall be fixed as per the attached Security Plan (**refer Annexure B** but may vary with improvements in security technology. Technology may replace guards once the final site security plan is authorized for implementation.

This service is to ensure that the organisation’s assets are secured in such a manner that their value is not eroded for maximization of service length. Constitution Hill prides itself in ensuring compliance to all legislated regulations of the country, Constitution Hill seeks to appoint a professional security service provider who will provide Constitution Hill with the management functions and overall supervision of security control services and ensure that buildings are kept safe, secure and compliant to regulations governing the security service sector enabling Constitution Hill to focus on its core business functions.

Those responding to this tender are invited to submit thorough and detailed proposals within the framework provided so that Constitution Hill is able to decide on the most appropriate service providers for the required service.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

6. SCOPE OF WORK

6.1. Operations

Constitution Hill operates seven (7) days a week, and is open for 363 out of 365 days, only closed on Good Friday and Christmas day. Normal operating hours are from 08:30 to 17:00 for office staff, and the museum operates from 09:00 to 17:00, seven (7) days a week, including weekends and public holidays.

The security services for Constitution Hill shall be available for 24 hours from 06:00 to 18:00 and 18:00 to 06:00 Monday to Friday, including weekends and ALL public holidays for the security services, it is expected that the services will be available on a 24hours basis, which will require a nightshift complement to be implemented.

Shifts to be covered, shift times:

Shift	Start	Finish
Day Shift	06:00	18:00
Night Shift	18:00	06:00

6.2. Detailed Specification

The scope of work for this proposal is the supply of Security Services to Constitution Hill to cover the Constitution Hill precinct, excluding the Constitutional Court as detailed below:

- a. The Old Fort
- b. The Women's Jail
- c. Sections 4 and 5
- d. Constitution Square
- e. Land Parcel A
- f. The 'Super Basement' parking area, including Land Parcels B to D
- g. Land parcel E (Sam Hancock parking and The Kidneys)
- h. Transwerke Building including the Management Centre and Nurses Home
- i. All precinct roads and walkways
- j. Ad-hoc events (which will be additional costs to Constitution Hill)
- k. Common services such as site supervision and operation of the central CCTV monitoring centre, located at the Transwerke Building, are part of the scope of work.

The detailed requirements for the security services required are to be found in the section on 'The Security Plan' in **Annexure B** below. An outline service level specification is included in **Annexure B**.

Due to future site developments, the requirements for the latter group (balance of the site) may change in the future. In addition, Constitution Hill may at their discretion request the Service Provider to quote for additional ad-hoc service requirements as and when required.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

6.3. Staff Requirements:

- 6.3.1. The service provider shall furnish Conhill with properly trained PSIRA (Grades as required) registered guards. The duties of the supplier's guards shall be those specified in the contract and job descriptions.
- 6.3.2. The number of guards to be provided to align with the security plan is set out on Annexure B.
- 6.3.3. The service provider shall on a daily basis ensure that 40% of the complement has firearm competency
- 6.3.4. The service provider shall manage the provision of CCTV, security surveillance control room management services. The number of operators to be provided is specified in Annexure B.
- 6.3.5. Further, the supplier shall furnish Constitution Hill with at least one site representative performing site inspections during shifts including holidays. The site representative shall meet with the Site Supervisor on a shift basis to inform him/her of the performance of contact security personnel on duty. The site representative shall be duly responsible for the supervision of the security guards assigned to Constitution Hill.
- 6.3.6. Constitution Hill hosts several meetings and events around the precinct, and it will be the responsibility of the successful bidder to provide the security services for such at an additional cost. This will be on an ad-hoc basis.
- 6.3.7. The service providers resources will also be required to assist in enforcing COVID19 regulations within the site.
- 6.3.8. The exchange of any security officers may only be executed with prior consent, with at least 24 hours' notice, of the Constitution Hill Facilities Manager. In exceptional cases/instances such as sick leave, family responsibilities or other emergencies, notice should be given as early as possible.
- 6.3.9. The security officers must, at a minimum, be able to properly communicate and be able to correctly address Constitution Hill personnel and clients when addressed. A good understanding of communication skills is also essential.
- 6.3.10. The name and contact details of the Site representative as a single point of contact.
- 6.3.11. The service provider must supply each employee with a photo identification card. The card must have the following information:
 - i. The name of the firm (service provider)
 - ii. Name of the employee
 - iii. Identity number of the employee
 - iv. Signature of the employee
- 6.3.12. The card must always be worn to be visible whilst on the premises. The service provider must have enough control over the permits to prevent any unauthorized use thereof. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand.
- 6.3.13. The security staff must report upon realization to Constitution Hill Facilities by 08:30 every morning, any defects in and to area concerned e.g. blocked toilets/urinals, broken windows etc. during the cleaning of the building.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

6.3.14. In the event of a security staff member being on planned leave of any nature as allowed by the Basic Conditions of Employment Act, the reliever must commence duty without any interruption of services rendered to Constitution Hill.

6.4. Service Requirements

The service entails primarily the provision of security services to the public spaces of the buildings by a qualified security service provider who can provide suitably skilled staff, well maintained equipment at a cost-effective price. The detail therein should serve as a guideline and include the following:

- Patrolling of premises,
- Access control,
- Screening/scanning of personnel /vehicles
- Assets monitoring, (The service provider will also be responsible for assets monitoring, including reconciliation of all assets movements sheets, and submitting these to the Constitution Hill Facilities Manager on a monthly basis.)
- Personnel and members of the public escorted where required, and
- Protection to buildings and general crime prevention measures as agreed upon.
- CCTV monitoring
- Offsite Armed response
- Adhoc events

The specific duties of security personnel in respect of the premises shall be as described in the specific duties of security personnel and Standing Operating Procedures (SOP's). These SOP's setting out the specific duties of the preferred bidder's security personnel shall be compiled by the preferred bidder and approved by Conhill at least ONE (1) week before the security services commence. This SOP's may be amended from time to time, with the agreement of both parties.

6.5. Security Equipment Requirements:

- 6.5.1. Supply of uniforms – company uniform must contain two logos', that of the company itself as well as the PSIRA ID card. (PSIRA 13.1). Uniforms have to be replaced annually, it must clearly state the name of the Service Provider and that can be clearly identified from other service providers, Constitution Hill personnel, etc. Constitution Hill reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement
- 6.5.2. Patrol tracking system to be implemented at the Constitution Hill precinct.
- 6.5.3. Equipment must include baton, handcuffs, pen, pocketbook and flashlight/torch.
- 6.5.4. Personal protective equipment (PPE)
- 6.5.5. Fully equipped with rain gear.
- 6.5.6. Hand-held radios (base radios).
- 6.5.7. Reflective jackets/vests must be worn by all officers on the perimeter and pavements/streetways

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- 6.5.8. Segway for the Supervisor/Site Representative for routine spot checks
- 6.5.9. Panic button
- 6.5.10. Reaction Vehicle to perform inspections during shifts

6.6. Service Provider's Work Plan

- 6.6.1. The bidder must submit their work plan within two (2) weeks after appointment, indicating the following:
 - a. The number of security officers that will be deployed for the provision of security services.
 - b. How the security officer will execute their work within Constitution Hill, including duty rosters.
 - c. When uniforms will be issued to the security officers in the three (3) year period;
 - d. When and how security officers will be trained in the three (3) year period;
 - e. When monthly management meetings will be held with Constitution Hill Facilities Manager and Service provider;
 - f. When weekly operational meetings will be held with the Facilities Manager.
 - g. The plan should indicate all activities to be performed during the three (3) year period, the dates and person responsible for the execution and submission should be reflected on the plan.
 - h. The work execution plan should start from a meeting of taking over the site until the hand-over meeting on the last day of contract.
- 6.6.2. The proposed work plan must be supported by the following documents:
 - a. Profile of the tenderer indicating the physical address of the Head Office of the company. The branches should be outlined with their physical address, name of contact person and the contact number. Indication of total number of staff at each office breaking it down into permanent officers, temporary officers, supervisors, management/administration staff and directors.
 - b. Detailed CV's of each proposed personnel assigned to the project, detailing inter alia their relevant operation and experience, verifiable project accomplishments and their availability to the project (maximum 2 pages per person).
 - c. The trade references that are relevant to security, CCTV monitoring, and access control should be attached indicating: the name of the company, service rendered, value, dates and signed on a client letter head.

6.7. Compliance with Labour Regulations

- 6.7.1. Bidders must comply with the following:
 - a. Unemployment Insurance Fund and
 - b. Workmen's Compensation Fund;

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- c. Payment of statutory wages and annual bonuses as per Government Gazette;
- d. Membership certificate of PSIRA;
- e. Latest audited compliance certificate with PSIRA.
- f. Compensation for Occupational Injuries and Diseases (COID).
- g. Provident fund for security officers.
- h. Occupational Health and Safety Legislation (Comply with 17.1 & 17.2 for SP's with 20+ employees)

6.8. General Specification

- 6.8.1. Security officers must always present an acceptable image and appearance while on duty which implies, inter alia, that they may not sit, smoke, be on their mobile phone, eat or drink whilst at their posts.
- 6.8.2. The Supervisors and security officers must always present a dedicated attitude. A dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with clients, visitors/staff or discourteous behavior towards them.
- 6.8.3. The Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- 6.8.4. No security personnel may be allowed to work a shift longer than twelve (12) hours.

6.9. Recordkeeping and Reporting

- 6.9.1. The service provider is responsible to obtain, compile, maintain and update the records and documentation related to the security, CCTV monitoring and access control service. All records and documentation remain the property of Constitution Hill, who may request access to it at any stage.
- 6.9.2. All correspondence (day-to-day, minutes of meetings etc) is to be conducted, via e-mail, and directed to the Facilities Manager.
- 6.9.3. All updated documentation (i.e., annual compliance documents) is to be forwarded to the Facilities Manager for safe keeping.
- 6.9.4. The Service Provider must keep proper files as well as appropriate documents of all security officers who are employed for rendering security services to the Constitution Hill offices for the purpose of inspection. The appropriate documents shall include, inter alia, the following:
 - i. Training Certificates of successfully completed security courses as prescribed by PSIRA;
 - ii. Quarterly submission of monthly proof of wages received by employees (to be included in the Quarterly Report); and
 - iii. Proof of registration with PSIRA.
- 6.9.5. Draft a monthly report, which will be submitted to Constitution Hill Management on the 15th of every month.
- 6.9.6. Draft the quarterly report (the report which includes the payment of UIF, COIDA/WCA, provident fund, any allowances and copies of monthly pay slips for all officers on site) and submit to the facilities manager on the 15th of the third month;

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

6.10. Interaction with Constitution Hill

- 6.10.1. Constitution Hill requires that the service provider appoint a Site representative in order to deal with management issues arising out of the relationship.
- 6.10.2. The Site representative will be required to interface with Constitution Hill’s Facilities Manager.

6.11. Contract Meetings

- 6.11.1. The service provider’s Site representative is to meet on a monthly basis with the Constitution Hill Facilities Manager in order to:
 - a. Table the monthly Service provider’s report
 - b. Discuss and assess Service provider’s performance through the preceding month
 - c. Discuss and agree on the application of penalties in the event of non-performance or non-compliance with the service requirement
 - d. Table any reports or notices which may be relevant or required
- 6.11.2. The meetings are to occur between the 15th and 20th day of every month and the report is to cover matters of the preceding 30 days.
- 6.11.3. The service provider’s Site representative is to ensure that the meetings are recorded and that minutes of the meetings are distributed to the Facilities Manager within ONE (1) day of the meeting being held.

6.12. Performance Levels Required and Penalties

- 6.12.1. The following call-back response times shall apply:

Nature of Call-back	Response Time	
	Normal Hours	After Hours
1. Security complaint i.e., work not done	15 min	N/A
2. Security emergency i.e., theft, burglary, intimidation	15 min	1 hour
3. Security emergency i.e., equipment not working	30 min	1 hour
4. Security request in scope	1 hour	2 hours
5. Security request out of scope	24 hours	N/A

- 6.13. The Constitution Hill Facilities Manager, on a monthly basis, will assess the service provider’s compliance with the above performance levels and response times. Non-performance will constitute grounds for action by Constitution Hill in accordance with the specification of performance management and may result in the application of penalties and, ultimately, termination of the service.

- 6.14. Definition of penalties and procedures governing them will be the subject of final negotiations.

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

6.15. Commencement, Completion and Contract Term

- 6.15.1. The contract period will be over 3 years (36 months), with an option for an additional 12 months
- 6.15.2. Notwithstanding the above, a notice period of thirty (30) days is applicable and may be given at any time during the period of the contract.
- 6.15.3. It will be expected from the service provider to meet the minimum probation requirements for the first three (3) months of the contract period. The minimum probation criteria (KPA's) will be agreed on with the Constitution Hill Facilities Manager.

6.16. Sub-Service providers

- 6.16.1. The service provider is to list the intended sub-service providers it envisages using for the delivery of the service. Sub-contracted services need to be specified and these sub-service providers needs to submit all the mandatory documents as set out in paragraph 3 below.
- 6.16.2. Important to note is that a valid sub-contracting agreement (signed by all relevant parties) must be submitted as part of the admin requirements which are compulsory.
- 6.16.3. Changing current or using new sub-service providers for the delivery of the service is to carry the approval of the Facilities Manager prior to their appointment.
- 6.16.4. Any sub-service providers used are subject to the same terms and conditions as applicable to the service provider.

6.17. Training.

Special Training requirements and certification:

- 6.17.1. Bidder should annually submit the Annual Training Report (ATR), and approval letter from SASSETA.
- 6.17.2. The successful bidder shall ensure that their workers are adequately trained in accordance with the OHS Act, regarding working with chemicals, and safety within the workplace. Proof of such training shall be provided when workers are placed on site. Such training shall always be kept up to date.

6.18. Disqualification due to fraudulent activities

Constitution Hill reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place in line with PPR 2017 section 14. The bidder will be notified in writing of such disqualification:

- i. bidders who submitted information that is fraudulent, factually untrue or incorrect information;
- ii. bidders who received information not available to other vendors through fraudulent means; and/or
- iii. Any other fraudulent activities.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

6.19. Key Considerations

- 6.19.1. The successful bidder shall comply with all the labour laws, relevant legislation, and regulations applicable to the rendering of these services;
- 6.19.2. The successful bidder's staff shall not disturb the employees of Constitution Hill or make any sort of noise on the premises or within the building;
- 6.19.3. The successful bidder's workers shall always be polite, courteous, well behaved, and honest;
- 6.19.4. The successful bidder shall be fully responsible for any theft, burglary, fire, or any other mischievous deeds committed by its workers;
- 6.19.5. The successful bidder's workers shall not enter-into any unlawful activity within Constitution Hill premises and shall have good moral character;
- 6.19.6. Constitution Hill shall have the right to impose cash penalties on the successful bidder or deduct such amounts from the security deposit as deemed fit in case the Constitution Hill is put to any financial loss directly or indirectly by any act or omission on the part of the successful bidder's works;
- 6.19.7. The successful bidder shall be directly responsible for payment of the wages, which should not be less than minimum wages prescribed by the department of labour and statutory benefits available under the rules to its employees. Constitution Hill shall have a right to intervene in the event of any such claim of the persons employed by the successful bidder;
- 6.19.8. Insurance and accidents of the workers will be the responsibility of the successful bidder;
- 6.19.9. All the workers of the successful bidder shall be South African citizens, and free from infectious/contagious diseases;

6.20. Property provided for the Bidder's use

- 6.20.1. A lock-up facility will be made available for the safekeeping of equipment to the successful bidders at no cost;
- 6.20.2. The service provider and staff may use the facilities on the property e.g. toilets, rest rooms, electrical plugs, lighting, and water for the purpose of this contract subject to the rules and policy of Constitution Hill as applicable.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

A3: PRICING SCHEDULE – FIRM PRICES

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: CLOSING TIME 11:00 ON	BID NO.: CONHILL/08/FAC-SEC/2020...
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OFFER TO BE VALID FOR ...120.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a total firm price inclusive of VAT for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSONNEL POSITION AND PSIRA GRADES DAILY RATE MONTHLY RATE

Position	PSiRA Grade level	Daily Rate	Number of officers	Monthly rate
Site Representative	A		1	
Site Supervisor day shift	B		1	
Site Supervisor night shift	B		1	
Control Room Supervisor	B		1	
Control Room Operators day shift	B		2	
Control Room Operators night shift	B		2	
Security Officer/guard day shift	C		21	
Security Officer/guard night shift	C		10	

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

TOTAL ON LABOUR (MONTHLY)	
MONTHLY RETAINER (EMERGENCY CALL-OUT)	
OTHER COST (MONTHLY)	
TOTAL MONTHLY	
OTHER COST (ONCE-OFF)	
TOTAL ANNUALLY IN YEAR 1	
TOTAL IN YEAR 2	
TOTAL IN YEAR 3	
GRAND TOTAL EXCLUDING VAT	
VAT	
GRAND TOTAL EXCLUDING VAT	

Any enquiries regarding bidding procedures may be directed to the –

(Ayanda Nhlapho: SCM, Constitution Hill Development Company, 11 Kotze Street, Braamfontein, 2017)

Tel: 011 381 3106 or scm@conhill.org.za

Signature of Bidder

Date

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

7. DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES

(NOTE: Bidder must submit Pricing Schedule in a clearly Marked Pricing Schedule and tender reference number. Failure to do so may result in disqualification of submission)

Bidders must ensure that a detailed pricing schedule is included that is broken down to meet the conditions set out in this document. If uncertain, as much detail as possible should be provided.

List any third party's involvement in your solution and include costs thereof. Provide a summary of all costs. The tender prices should be quoted in South African currency (ZAR).

Prices must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately. The full price for the services under this tender must be quoted in South African Rand (ZAR).

Please summarize the total project cost below which agrees to your detailed pricing schedule:

7.1. Summary of Total Cost

TOTAL BID PRICE	ZAR (including all taxes)
YEAR 1	
YEAR 2	
YEAR 3	
TOTAL PROJECT COST	

NB: the total project cost should exclude estimated Ad-hoc cost, only the rates for Ad-hoc cost should be quoted as per the Ad-hoc pricing schedule below.

7.2. Pricing Data and Instructions

- 7.2.1. Bidders must price ALL items contained in the Pricing Schedule;
- 7.2.2. The cost of installation, site preparation etc. must be included in this proposal as per pricing schedules;

Department:	Supply Chain Management	 
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

7.2.3. This is a fixed (Firm) price tender for a period of three (3) year with an option of additional 12 months and bidders will need to take into the potential salary increases and the price will not be renegotiable once agreed and signed by all relevant parties;

7.3. Pricing for Ad-hoc Requests

Item	Task Description	Daily Rate per officer per shift (incl VAT)
Provision of Security Services for ad-hoc Conhill events	Events hosted during weekdays (Mondays-Fridays) – during normal working hours (06:00 to 18:00)	
	Events hosted during weekdays (Mondays-Fridays) – after normal working hours (18:00 to 06:00),	
	Transportation cost and other. (for security work completed between 8:00 PM and 4:00 AM).	
	Events hosted during weekends or public holidays,	

Note: Bidder's **MUST COMPLETE** the Annexure C (Pricing Schedule Excel Document) and submit it as supporting document of the pricing on this tender.

7.4. Service Costs and Charges

- 7.4.1. Constitution Hill requires a complete costing charge for all the services called for in this tender and set in the Price Schedule issued together with this tender. The charges and rates are to remain fixed for the term of the envisaged contract and must reflect VAT separately.
- 7.4.2. Charges shall be invoiced separately for each building and/or service type and submitted on a monthly basis to the Facilities Manager. The building name and service month must be clearly indicated. Invoices are to be submitted on or before the 15th of the month and will be settled by Constitution Hill within 30 days of receipt of the invoice(s).
- 7.4.3. Constitution Hill will not pay for any out of scope work completed without an official purchase order.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

Part B

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

B1. DECLARATION OF INTEREST

SBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this **invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal)**. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- The bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full name of bidder or his/her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹State means:

- Any national or provincial department, national or provincial public entity or constitutional institution within the definition of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- Any municipality or municipal entity;
- Provincial legislature;
- National Assembly or the National Council of Provinces; or
- Parliament

²Shareholder means: a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following:
Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	Personal Tax Reference Number	State Employee No/ Persal No

4 Declaration

I, the undersigned (name)
 certify that the information furnished is correct. I accept that the state may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

PART C

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

8. Selection and Awarding of Agreement

This Bid will be evaluated through a four-stage process:

8.1. Administrative compliance criteria

Bidders must submit the following requirements below. Failure to submit will result in disqualification

Minimum Documents required for this BID	Instructions for Bidder's Attention	Submitted (Yes/No)
SBD 1 (Invitation to Bid – and Bid Price Statement)	Must be duly completed and signed	
SBD 3 (Pricing Schedule)	Must be duly completed and signed	
SBD 4 (Declaration of Interest)	Must be duly completed and signed	
SBD 8 (Declaration of Service Provider's past Supply Chain Management Practices)	Must be duly completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Must be duly completed and signed	
Financial Standing - Submission <i>of any</i> of the following, must not be older than 3 months: <ul style="list-style-type: none"> ➤ Original letter from the bidder's appointed accountant or CEO/Managing Director certifying that the bidder is in a financially sound position and there are no significant uncertainties about its going concern and ability to pay its liabilities as they become due on the ordinal course of business, or ➤ Original Bank Stamped Letter with at-least Bank Code D Rating or better ranking. 	Please attach any of the 3 mentioned, failure of which will lead to disqualification.	
Valid Joint Venture agreement signed by all relevant parties (where applicable)	All administrative documents submitted must clearly indicate the name of Joint Venture and that the bidder is bidding as a Joint Venture.	
Valid sub-contracting agreements signed by all relevant parties (where applicable)	If the Sub-contractor agreement not attached, bidder will not be disqualified but the sub-contracting arrangement with any supporting documents thereof will be disregarded.	

8.2. Mandatory criteria

Bidders must submit the following requirements below. Failure to submit will result in disqualification

- 8.2.1. Service provider must be PSIRA registered and up to date (valid). **Attach certified copy of PSIRA certificate not older than 6 months.**

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- i. Where bidder sub-contracted any portion of the services to be provided on this tender, Sub-contractor must be PSIRA registered and up to date (valid). **Attach certified copy of Sub-contractor’s PSIRA certificate not older than 6 months.**
 - ii. Where bidder is responding as Joint Venture, all entities in the Joint Venture must be PSIRA registered and up to date (valid). **Attach certified copies of PSIRA certificates not older than 6 months for all entities in the Joint Venture.**
- 8.2.2. Unemployment Insurance Fund and the Workmen’s Compensation Fund; **attach letter of good standing from Department of Labour.** This letter must be in the Department of Labour Letter-heads and be signed.
- i. Where bidder sub-contracted any portion of the services to be provided on this tender, Sub-contractor must be registered for Unemployment Insurance Fund and the Workmen’s Compensation Fund; **attach letter of good standing from Department of Labour.**
 - ii. Where bidder is responding as Joint Venture, all entities in the Joint Venture must be registered for Unemployment Insurance Fund and the Workmen’s Compensation Fund; **attach letter of good standing from Department of Labour for all entities in the Joint Venture.**

8.3. Functionality Evaluation Stage

Bids shall be evaluated in terms of the following parameters:

8.3.1. Technical

- a. All bid responses that do not meet the mandatory requirements will be disqualified and will not be considered for further evaluation on Functionality. **The minimum qualifying score for functionality is 60 points out of 85 for Phase 1. Phase 2 will be bidder’s site visit with a minimum qualifying score of 10 points out of 15 points, at the bidders control room/centre for those who meet the functionality minimum threshold of 60 points. All bids that fail to achieve the minimum qualifying score on **site visits evaluation** will not be considered for further evaluation on Price and preference points.**

C1. Evaluation criteria

Below is the technical evaluation criteria and weighting for functionality Phase 1:

No	Quality Criteria	Sub-Criteria	Points Allocation
a.	Reference letters Service Provider is required to provide reference letters in the provision of security services detailing the service rendered,	Each letter will be scored 5 points 0 x reference letters – 0 points 1 x reference letters – 5 points 2 x reference letters – 10 points 3 x reference letters – 15 points	20

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

	value, dates, signed and on the client letter head NB: the value should be a minimum of R5 million and date of the reference letter should not be older than 6 months	4 x reference letters – 20 points	
Experience of key personnel			
b.	Site representative experience Please provide a CV of personnel to be dedicated to the Constitution Hill contract for security services Failure to attach a copy of the CV will result in points being forfeited under this category. The CV must clearly indicate Site representative experience in the security industry.	Experience will be scored from 5 years and above Less than 5 years – 0 points 5 to less than 7 years’ experience – 2 points 7 to less than 9 years of experience – 4 points 9 to less than 11 years’ experience – 6 points 11 to less than 13 years of experience – 8 points 13 and above years of experience – 10 points	10
c.	Site Supervisor experience Please provide a CV of personnel to be dedicated to the Constitution Hill contract. Failure to attach copy of the CV will result in points being forfeited under this category. The CV must clearly indicate site supervisor experience in the security industry	Experience will be scored from 3 years and above Less than 3 years – 0 points 3 years of experience and above – 5 points	5
d.	Staff Complement including support staff The company must supply Constitution Hill with the required complement	Security roster that fully met staff complement requirements = 5 points NB: (Attach a roster with full complement. Failure to attach a roster will result in points being forfeited) Operations manager with verifiable details including employment contract = 5	10

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

e.	Contingency plan and risk	<p>Bidder to submit a contingency plan for 5 of the following and identify a risk for each of the contingency plan:</p> <ol style="list-style-type: none"> 1. Industrial unrest (National Strike by the Security Industry) 2. Control Room Back-Up 3. Armed attack 4. Bomb threat 5. Theft 6. Hi-jacking 7. Vehicle breakdown 8. Vehicle accidents 9. Bad weather conditions (e.g. rainstorms, flooding, etc.) 10. Provision of additional manpower capacity to assist Con Hill in the event of ad hoc security related operations. e.g. Events, marches and strikes <p>NB: For each risk identified, the bidder will be allocated 1 point and 4 points for each contingency plan towards that risk.</p>	25
f.	Operations vehicles (The bidder must provide vehicle registration documents/ lease agreement signed by all parties. Documents must within the contractual period and in the bidder's name/or shareholders/directors name)	<p>Service provider must provide the necessary vehicles specifically for Constitution Hill contract</p> <p>1 x rapid response team vehicle – 5 points 1 x armed reaction vehicle – 5 points 1 x routine site visits – 5 points 0 x vehicle provided for each of the above – 0 points</p>	15
TOTAL			85
MINIMUM QUALIFYING POINTS			60

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

Only bidders who have met the minimum score of 60 points on functionality evaluation will be considered for the bidder site visit evaluation.

The bidders must co-operate with Conhill representatives during the site visit. The site visit will be evaluated, as per Table C1.1 below. The bids will be disqualified, if it does not meet the threshold of 10 points out of 15 points for the site visit evaluation.

The supplier shall provide details of their current Control Room and locations including; (addresses, proof of ownership/valid lease/rental, or bond agreement).

Bidder site visit Evaluation will be as follows

C1.1 Evaluation Criteria (Site visit)

No	Quality Criteria	Sub-Criteria	Points Allocation
g.	Security Control Centre – preferably in Gauteng)	<p>Control Centre Requirements (15 points)</p> <p>The Supplier shall have a fully functional and operational Control Room from which to conduct command and control and deploy operational teams. (The Control Rooms shall be evaluated by the Constitution Hill technical evaluation team to determine their functionality, operations and effectiveness. The inspection shall form part of evaluation to those suppliers meeting the threshold. A checklist will be used against the requirements by the evaluation committee).</p> <p>The service provider’s Control Room shall comply with the following requirements:</p> <ol style="list-style-type: none"> a. Telephone communication via Land Line b. Fax Machine and Emailing Facilities c. Cell phone communication d. Uninterrupted Power Supply (UPS/Generator) e. Emergency Lighting f. Torches (fully functional and operational) g. Road Map: demonstrating their operational footprint. h. Emergency Contact Numbers (internal and external) i. Fire Extinguishers (fully functional, operational and serviced) j. Vehicle Satellite Tracking System 	15

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

	<p>k. Control Room Contingency Plans and all work instructions. (General Patrols, Building patrols, parking area patrols, searches).</p> <p>During the site visit the bidder must present the following as portfolio of evidence to claim points:</p> <p>a) Telephone contract or bill -1 point b) Tax invoice or lease agreement for the fax machine or email -1 point c) Cell phone contracts -1 point d) Invoice or lease agreement for the generator -1 point e) Backup generator log book -2 points f) A list of serviceable torches -1 point g) Road Map: demonstrating their operational footprint. -2 points h) A list of emergency numbers -1 point i) Service record -1 points j) Vehicle Security Association of South Africa Certificate -2 points k) Plan and work instructions sheet -2 points</p> <p>NB: the above documents listed in a, b, c, d, & J must be in the name of bidder/shareholder/director in order to score points.</p> <p>The contracts and agreements must be signed by all parties and be valid at the tender closing date.</p> <p>The bills and invoices must not be older than 3 months.</p>	
TOTAL		15
MINIMUM QUALIFYING POINTS		10

Important Notice: A minimum threshold of 60 points Phase 1 and 10 points for Phase 2 has been set for bidders to achieve on functionality stage to qualify for Price & B-BBEE Evaluation. Any bidder who does not achieve at-least 70 points or more (i.e., minimum of 60 points for Phase 1 and 10 points for Phase 2) will be eliminated and will not qualify for further evaluation.

8.4. Price and Preference Point Evaluation Stage

Only the qualifying bids (obtained 10 points in the bidder's presentation) will be evaluated in terms of the 80/20 preference points system, where the 80 points will be used for price only and 20 points will

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

be used for B-BBEE status level of contribution.

Failure of a bidder to complete and submit the Pricing Schedule will result in the bidder being disqualified.

Failure on the part of a bidder to submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or signed Sworn Affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The sworn Affidavit must be signed and dated by both deponent and commissioner of oath and must be dated by the commissioner of oath.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

C2. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

SBD 6.1

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 Indication of the preference point system that will be used:
- a) 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.

- 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:

	Points
Price	
B-BBEE Status Level of Contributor	
Total points for Price and B-BBEE must not exceed	100

- 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 regarding 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

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- 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 bidder 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

The 80/20 or 90/10 preference point systems:

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

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

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

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

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 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

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

5. Bid declaration

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

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? **Yes / No**
- 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 **EME / QSE**
 - v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

Designated Group: An EME or QSE which is at least 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 regarding company/firm

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 Type of company/ firm (tick the applicable box):

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

Limited

8.5 Describe principal business activities:

.....

8.6 Company classification (tick the applicable box):

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

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 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

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- 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, 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:

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

PART D

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

D1. DECLARATION OF SERVICE PROVIDER'S SUPPLY CHAIN MANAGEMENT PRACTICES

SBD 8

- 1 This form SBD 8 must be completed and submitted as part of the bid response by the service provider.
- 2 It serves as a declaration to be used by the CONSTITUTION HILL 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 service provider may be disregarded if that service provider, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the service provider or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Accounting Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website, http://www.treasury.gov.za , and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the service provider or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za), by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>Was the service provider 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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the service provider 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

Name of Bidder

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

D2. CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

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

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

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

I, the undersigned, in submitting the accompanying bid:

(Bid number and description)

in response to the invitation for the bid made by:

(Name of institution)

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

I certify, on behalf of: _____ that:

(Name of bidder)

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

7. In particular, without limiting the generality of paragraph 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

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

PART E

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

E1. UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “**The Board**” means the accounting authority of **CONSTITUTION HILL** appointed by the Shareholder, GGDA;
- 1.2 “**Chief Executive Officer**” [“CEO”] means the CEO of **CONSTITUTION HILL** or her/his duly authorized representative as appointed by the Board in concurrence with GGDA;
- 1.3 “**Contract**” shall include any schedule, drawings, patterns, samples attached, any agreement entered into and all other schedules attached hereto;
- 1.4 “**Contractor(s)**” means service provider/s whose bid has been accepted by **CONSTITUTION HILL**;
- 1.5 “**Cost of materials**” means, as and when applicable, the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “**Final delivery certificate**” means the document issued by **CONSTITUTION HILL** confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “**GGDA**” means Gauteng Growth and Development Agency, the **CONSTITUTION HILL**’s holding company;
- 1.8 “**Letter of acceptance**” means the written communication by **CONSTITUTION HILL** to the Contractor recording the acceptance by **CONSTITUTION HILL** of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.9 “**Local content**” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.10 “**Local goods**” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.11 “**CONSTITUTION HILL**” shall mean **Constitution Hill Development Company SOC Ltd, which for the purposes of the tender will also act as the “employer”**;
- 1.12 “**Order(s)**” means an official letter or **CONTRACT** issued by **CONSTITUTION HILL** calling for the supply of goods pursuant to a contract or bid;
- 1.13 “**Signature date**” and in relation to any contract, means the date of the letter of acceptance;
- 1.14 “**Bid**” means an offer to supply goods/services to **CONSTITUTION HILL** at a price;
- 1.15 “**Service provider**” means any person or body corporate offering to supply goods to **CONSTITUTION HILL**;
- 1.16 “**Termination date**” in relation to any contractor means the date of the final delivery certificate;
- 1.17 “**Value added**” means that portion of the bid price not constituting the cost of materials;
- 1.18 “**Warranties**” means collectively any and all warranties listed and otherwise (if any) given by the service provider in term of this agreement.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

2. Interpretation

2.1 In this agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates contrary:

- An expression which denotes:
 - any gender includes the other gender;
 - a natural person includes an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
- Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2.2 This bid request and any subsequent proposal and contract will be interpreted and dealt with under South African law.

3. I hereby bid:

3.1 to supply all or any of the services described in this invitation to bid and any subsequently attached documents to **CONSTITUTION HILL**;

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I further agree that:

4.1 the offer herein shall remain binding upon me and open for acceptance by **CONSTITUTION HILL** during the validity period indicated and calculated from the closing time of the bid;

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the schedules hereto with which I am fully acquainted;

5. Notwithstanding anything to the contrary:

5.1 should the bid be withdrawn by me within the period agreed such bid to remain open for acceptance, or fail to fulfill the contract when called upon to do so, **CONSTITUTION HILL** may, without prejudice to its other rights, agree to the withdrawal of the bid or cancel the contract that may have been entered into between me and **CONSTITUTION HILL**.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- 5.2 in such event, I shall then pay to **CONSTITUTION HILL** any additional expense incurred by **CONSTITUTION HILL** for having either to accept any less favourable bid or, if fresh bids must be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 5.3 **CONSTITUTION HILL** shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become 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 fulfillment of this or any other bid or contract;
- 6. Pending the ascertainment of the amount of such additional expenditure **CONSTITUTION HILL** may retain such monies, guarantee or deposit as security for any loss **CONSTITUTION HILL** may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me and I hereby undertake to satisfy fully any sentence or judgment which may be obtained against me as a result of such legal proceedings and I hereby undertake to pay **CONSTITUTION HILL** legal costs on an attorney and own client basis;
- 6.2 if the bid is accepted such acceptance may be communicated by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery;
- 6.3 the law of the Republic of South Africa shall likewise govern any contract created by the acceptance of this bid.
- 7. I have satisfied myself as to the correctness and validity of this bid, that the price and rates quoted cover all the work/items specified in the bid documents, the price and rate cover all obligations under a resulting contract and I hereby accept that any error regarding price and calculations shall be at my risk.
- 8. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me under this agreement as the principal liable for the due fulfillment of this contract.
- 9. Notwithstanding the amount of cause of action involved, I hereby consent to the jurisdiction of the Magistrate Court for the District of Johannesburg in respect of any action whatever arising from this contract.
- 10. I declare **participation/no participation** in the submission of any other offer for the supply/services described in the attached documents, and the other service provider(s) involved (if applicable) is:
.....
.....
- 11. Service provider's information - is as furnished elsewhere in this bid response and will be re-confirmed during the contracting process, in the event this bid is successful.
- 12. The Service provider hereby offers to render all or any of the services described in the attached documents to **CONSTITUTION HILL** on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

14. **Constitution Hill’s Rights**

14.1 Constitution Hill is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bid before the closing date. All bidders, to whom the bid documents have been issued and where Constitution Hill have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on Constitution Hill’s website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their tender response to ensure that they are kept updated on any amendments in this regard.

15. **Undertakings by the Bidder**

15.1 The bidder hereby offer to render all or any of the services described in the attached documents to Constitution Hill on the terms and conditions and in accordance with the specifications stipulated in this Bid documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

15.2 Bids submitted by Companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Bid.

15.3 The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by Constitution Hill during the validity period indicated and calculated from the closing hour and date of the Bid; this offer and its acceptance shall be subject to the terms and conditions contained in this bid document.

15.4 The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her Bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

15.5 The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

15.6 By the submission of tender, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she has tendered. Any work performed by a successful bidder will be evaluated. The bidder also warrants that the service provided will be of a superior standard and is unlikely to cause undue difficulties.

E2. GENERAL CONDITIONS OF CONTRACT (GCC)

The purpose of this Section E2 is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders **(see attached Annexure A)**.
- (ii) Ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with **CONSTITUTION HILL**.
- (iii) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

- (iv) The General Conditions of Contract will form part of all bid and contract documents.
- (v) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful Service provider.

E3. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions

The terms shall be interpreted as indicated in the General Condition of Contract (Annexure A).

2. Application

- 2.1 These SCC are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC conflict with general conditions, the special conditions shall apply.

3. Standards

- 3.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

4. Insurance

- 4.1 The successful bidder will be required to have and maintain a public liability insurance cover of a minimum of R10 000 000. Proof of insurance shall be submitted within 7 days of issue of letter of appointment.
- 4.2 Constitution Hill will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the contractor or injury of his/her while on site or in the execution of their duties. The service provider will be held responsible for damages of items caused by them at Constitution Hill offices.

5. Payment

- 5.1 All payments for valid invoices will be done via EFT.
- 5.2 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 5.3 It is the requirement of CONSTITUTION HILL for the successful bidder to maintain a valid Tax compliance verification pin and a valid CSD Status (National Treasury CSD Number must be provided) for the duration of the project.
- 5.4 Invoices will become due and payable 30 (thirty) days after receipt thereof. Notwithstanding any provisions in this document, no payment will become due or payable unless the invoice is accompanied with a statement, reconciling all monies already paid and still outstanding.
- 5.5 Bidder shall be responsible for any foreign exchange loss incurred due to currency fluctuations, without having any recourse whatsoever against Constitution Hill for such loss.
- 5.6 A single monthly-consolidated invoice/or invoice(s) in line with agreed billing cycle(s) will be submitted to Constitution Hill for certification and must be supported by all relevant documentation.

6. Prices

- 6.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his / her bid.

7. Assignment

- 7.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with CONSTITUTION HILL's prior written consent.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

7.2 CONSTITUTION HILL on the other hand will in due course have the right to assign its contract with the service provider to another legal entity owned by the Gauteng Provincial Government. Due written notice will in such an instance be provided to the service provider.

8. Subcontracts

8.1 The Service Provider shall not subcontract work without the prior written consent of CONSTITUTION HILL.

9. Intellectual Property Rights

9.1 All intellectual property rights, applicable to the awarded bidder, including, but not limited to, copyright, trademarks, design rights, patent rights and other similar rights in this tender and the bidder's response and in any works or products created as a result of the performance of the bidder in relation to this tender and bidder's response, will vest in, and are hereby assigned to Constitution Hill, unless specifically agreed otherwise, in the form of individual written Agreements signed by both parties.

10. Penalties

10.1 Without restricting the Client's rights in any way, should the performance standards not be adhered to, and the Client or its tenants suffer any financial loss as results of negligence, theft, vandalism, etc. such loss shall be recovered from the service provider.

10.2 The Client shall also be entitled to levy a penalty of 15% of the monthly contract price for any poor performance. Penalties will be at sliding scale and will be outlined on the SLA.

10.3 For the duration of the award of this contract / tender, the bidder needs to maintain a valid BEE certificate. Upon expiry of the BEE certificate, the CONSTITUTION HILL will give 3 months for a renewed valid BEE certificate. Thereafter, CONSTITUTION HILL will deduct R 10 000 per month until a valid BEE certificate is obtained.

11. Early Termination

11.1 The CONSTITUTION HILL can provide a 30-day notice period for earlier termination, if the CONSTITUTION HILL needs to participate in a transversal contract from Treasury, GDED or GGDA on an earlier date than this contract's end date.

11.2 Constitution Hill reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any bidder. In the event of any such curtailment, the bidder will have no claim against Constitution Hill.

11.3 Constitution Hill also reserves the right to terminate, at Constitution Hill's sole discretion and without providing any reason for the termination, the award of any proposal to any party if such party breaches, on two (2) or more occasions, any component of the Service Level Agreement (appended hereto as Annexure A) to be signed by both the supplier and Constitution Hill. Contract Management is viewed by Constitution Hill as critical component in ensuring value for money acquisition and good supplier relations between Constitution Hill and all its suppliers.

11.4 In addition to annexure A, Constitution Hill will agree on penalty clauses for poor service delivery with the winning bidder before final appointment.

I, the service provider, has read the above PARTS E1, E2, E3 and "General Condition of Contract" (Annexure A) and confirm that I/we fully understand and comprehend its meanings intentions, provisions, stipulations and conditions as related to this invitation to bid.

Department:	Supply Chain Management	
Document no:	CONHILL/08/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

Signed aton this..... day of20...

Signature of service provider (same person as in PART A)

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- 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.

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)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

Annexure B – Security Plan

1. Current Security Arrangements

This specification outlines the current security plan for the site. Constitution Hill is open to alternative solutions and the bidder may review the site and propose an alternative plan.

These specifications are provided for guidance only and should not be interpreted as a security plan.

The Constitution Hill Precinct is a Human Rights Campus and as such we may not preclude access to the site. This means that we have individuals moving around the site at all hours. It is the responsibility of the security company to monitor any individuals on the site and analyse their behavior to ascertain any threats. The precinct is also a weapons free zone. No guards are to be armed with the exception of the armed response which is not part of this bid.

- 1.1. There is an installed CCTV system with 150 cameras which are monitored 24/7 from a control room on site.
- 1.2. The proposed security plan should include full details of the proposed staff complement including supervision, guards, CCTV operators and head office personnel committed to the site.
- 1.3. The plan should include job descriptions for all personnel and your companies Standard Operating Procedures.
- 1.4. Regular reporting and meetings with site management are required to monitor performance and compliance with the SLA. A proposed schedule should be included.

2. Current Security Plan

The current plan is premised on concentric rings of security.

The inner ring is based on access to each building. Access to each building is controlled by guards and all entry is by card or a register and is monitored by CCTV. There is control of all equipment moving in and out of the buildings.

- a. There are alarm systems which have armed response service after hours.
- b. In the Super basement parking all access points are monitored by CCTV cameras as are all stairways and lift lobbies. There are no cameras on the parking floors. There are two security guards who monitor access and undertake patrols.
- 1.1. The second ring is the precinct where we have guards posted and CCTV cameras installed.
 - a. During the day the site manager and supervisor regularly patrol the site and at night there are regular patrols which utilize baton points to ensure coverage.
 - b. The security company area supervisors visit the site on a regular basis to undertake inspections.
- 1.2. The third ring is the perimeter. Every access point to the site is covered by a CCTV camera.
 - a. The final ring is the area around the site where we keep close contact with surrounding sites and we work closely with SAPS Hillbrow both with respect to the site and to monitor crime trends in the surrounding areas.
- 1.3. The site has regular events and tours are undertaken every hour with special tours available on request.
- 1.4. The site also has a number of tenants leasing premises.
- 1.5. The safety of staff, tenants, visitors and tourists are a prime concern closely followed by the protection of all the buildings, of which a number are declared heritage buildings, assets within the buildings including museum exhibits and exhibitions as well as office contents and site infrastructure.
- 1.6. **No post may be left unattended at any time.** At shift change the oncoming shift attends a parade where they are inspected and any pertinent information for the shift is disseminated. The guards then relieve their predecessors. Only once the guard has been relieved may they leave their post. Relief guards must be provided to cover meal and comfort breaks.
- 1.7. Site Representative, Supervisor, and all Guards must carry radios which communicate with a base station in the site control room. All radios must be working at all times. Spare batteries must be provided so that one set is always on charge. Sufficient spare units must be provided to ensure that all guards have radio communications at all times. Due to the topography of the site UHF frequencies do not give good results and all radios should operate on VHF frequencies

20.Current Resourcing and Posting

Presently, below is the resource allocation and applicable posting of the various guards and control room operators.

Resourcing:

SECURITY PERSONNEL			
Grade	Total Number	Shift	
		Day	Night
A	1	1	0
B	7	4	3
C	31	21	10
TOTAL	39	26	13

Posting:

SECURITY PERSONNEL			
Post	Grade	Shift	
		Day	Night
Site Representative	A	1	0
Site Supervisor	B	1	1
Control Room Supervisor	B	1	0
Control Room Operators	B	2	2
Old Fort, Palm Courtyard	C	1	1
Old Fort, Tunnel and Ramparts	C	1	0
Old Fort, Kotze Str Parking (Visitor Parking)	C	1	0
Women's Jail, Women's Road	C	1	1
Women's Jail, North Entrance	C	1	1
Women's Jail, South Entrance (Kotze Str)	C	1	0
Women's Jail, Kotze Str	C	1	0
Constitution Square, Visitors Centre	C	2	1
Constitution Square, Turning Circle	C	1	0

SECURITY PERSONNEL			
Post	Grade	Shift	
		Day	Night
Constitution Square, Boom Gate (Queen Str)	C	1	1
Land parcel E, Kidneys	C	2	1
Basement Parking, Level E	C	2	2
Transwerke Building	C	1	1
Queens Road, Street Patroller	C	1	0
Precinct Road A, Tour Operators Car Guard	C	1	0
Old Fort, Children's Gate	C	1	0
Precinct Road B, Entrance and Exit Level C	C	1	1
Women's Jail Atrium, Patroller	C	1	0
TOTAL		26	13