

DIGNITY  
JUSTICE  
RESPECT  
FREEDOM  
EQUALITY  
DIVERSITY  
DEMOCRACY

# CONSTITUTIONHILL

## REQUEST FOR PROPOSALS (RFP)

### APPOINTMENT OF AN ARCHITECTURAL SERVICE PROVIDER TO DESIGN & SUPERVISE THE CONSTRUCTION OF THE PEOPLES PARK PHASE TWO PROJECT AT CONSTITUTION HILL

<b>BID REFERENCE NUMBER</b>	<b>CONHILL/01/PRT/FAC/2019</b>
<b>ISSUE DATE</b>	<b>02 Aug 2019</b> <b>(Re-issued: 30 Aug 2019)</b>
<b>COMPULSORY SITE MEETING</b>	<b>09 August 2019</b> <b>(New date :06 Sept 2019)</b>
<b>QUERIES CLOSURE DATE AND TIME</b>	<b>15 August 2019 (New date :13 Sept 2019)</b>
<b>CLOSING DATE AND TIME</b>	<b>30 August 2019</b> <b>(new closing date: 25 Sept 2019 at 11h00am)</b>

**FOR ATTENTION**

**BIDDER NAME**

**BIDDER DETAILS / STAMP**

**CSD NUMBER**

## GENERAL TENDER INFORMATION

This tender Document completed in all respects, by the tenderer, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. Note that Constitution Hill uses a two-envelope system and as such inside the pack the financial and technical proposals should always be separated. Bidders are advised to submit the Price requirements in a separate envelope attached to the technical proposal.

## IMPORTANT NOTICE

This Request for Proposals (RFP), incorporating all its attachments, has been produced by The Constitution Hill Development Company, for the "The Peoples Park @ Constitution Hill" opportunities at Constitution Hill. No representation or warranty, express or implied, is made, or responsibility of any kind is or will be accepted, by The Constitution Hill Development Company, with respect to the accuracy and completeness of the RFP, and any liability for the use by any interested party of the information contained in this RFP is hereby disclaimed.

The RFP is provided to the recipient to assist in making its own appraisal of the opportunity presented herein and in deciding whether to submit a proposal in connection with the opportunity. However, this RFP is not intended to serve as the basis for an investment decision on the opportunity, and each recipient is expected to make such independent investigation and to obtain such independent advice, as he or she may deem necessary for such a decision. The Constitution Hill Development Company may amend or replace any information contained in this RFP at any time, without giving any prior notice or providing any reason.

### 1.11 HOT-LINE

- 1.11.1 Constitution Hill subscribes to fair and just administrative processes. Constitution Hill therefore urges its clients, suppliers and the general public to report any fraud or corruption to Constitution Hill Development Company Tip-Offs Anonymous: **Free Call: 080 0 115 777**

### 1.12 SPECIAL INSTRUCTION TO BIDDERS WHO SUBMIT BIDS THAT INVOLVE JV PARTNERSHIPS OR SUB-CONTRACTORS / SUB-CONSULTANTS

- 1.12.1 The following are the options available to bidders who bid as unincorporated Joint ventures, as well as those who will subcontract some of the work or services.

Available Options	Tick (✓) The Chosen Option
1. Letter of authority / Power of Attorney must be issued by the JV Partner or Subcontractor, giving the other party authority to complete and sign the returnable schedules/forms on its behalf. This letter must be duly signed before the commissioner of oaths.	
2. All members of the Joint Venture or Subcontracting Companies must co-sign the returnable schedules or forms. This means that all parties to the bid offer will submit one set of returnable documents with representative signatures from each JV partner or contractor and its subcontractor / s.	
3. Each member of the Joint Venture must sign its copy of the returnable schedule / form. The same is true for the contractor and its subcontractor / s.	
4. A joint certified copy or original BBEE Certificate must be submitted by the Joint Venture.	

**1.12.2 All parties to the bid (JV partners and subcontractors) must submit all the required returnable documents**

# SECTION 1

## INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Constitution Hill Development Company Invites Bidders for The Appointment of an Architectural Service Provider to Provide Design and Construction Supervision and Administration Services for We the People Park.

### 1.1 COLLECTION OF BID DOCUMENTS

Bid documents are available on the following websites from Friday, 30 August 2019

- Constitution Hill: [www.constitutionhill.org.za/tenders](http://www.constitutionhill.org.za/tenders)

### 1.2 QUERIES RELATING TO THE ISSUE OF THE BID DOCUMENTS

1.2.1 Any and all communication related to this bid must be reduced to writing via email to the official as listed below:

- Name : Solly Malatsi
- Designation : SCM Officer
- Email : [solly@conhill.org.za](mailto:solly@conhill.org.za)

1.2.2 Bidders may not contact any Constitution Hill employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and Constitution Hill Business Unit representatives after the approval of a recommendation to award this bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

### 1.3 SUBMISSION OF BID DOCUMENTS

1.3.1 The bid documents (1 Original and 1 Copy) must be in printed format and sealed in a clearly marked envelope/package marked with Bidder's name, Bid Reference Number and Bid Description and Delivered to the following address:

- Constitution Hill
- 11 Kotze Street,
- The Old Fort
- Located in the Reception Area
- Attention: Solly Malatsi

1.3.2 Please ensure that Bidder's address is reflected on the back of the envelope/package.

**Bid must be submitted on or before 11h00am on 25 September 2019 - South African Time**

### 1.4 LATE BIDS

1.4.1 Bids which are submitted after the closing date and time **will not** be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which Constitution Hill may use to return late bids.

1.4.2 Constitution Hill Development Company SOC Limited will not be liable for any late bids.

## **1.5 CLARIFICATION AND COMMUNICATION**

1.5.1 Request for clarity or information on the bid may only be requested until the **13 Sept 2019**

1.6.1 There will be a compulsory briefing session on **06 September 2019 at 11H00AM (11 Kotze street,**

## **1.6 COMPULSORY BRIEFING SESSION AND SITE INSPECTION** **old fort building, human rights conference room)**

1.6.2 In addition to the technical person attending the meeting, and where possible, bidders may consider sending representative that is responsible for the compilation of the bid document to ensure that the requirements are understood. Where possible, bidders may provide their business cards at the site meeting.

1.6.3 Constitution Hill may not be held accountable for loss, damage or injury to the bidder or the bidder's property during site inspection session.

## **1.7 BID RESPONSES**

1.7.1 Bid responses must be strictly prepared and returned in accordance with this tender document.

1.7.2 Bidders may be disqualified where they have not materially complied with any of Constitution Hill's requirements in terms of this tender document.

1.7.3 Request for changes to the submitted proposals will not be allowed after the closing date of the tender.

1.7.4 All bid responses will be regarded as offers unless the bidder indicates otherwise.

1.7.5 No bidder or any of its consortium / joint venture members may have an interest in any of the other bidder / joint venture / consortium participating in this bid.

## **1.8 DISCLAIMERS**

Bidders must note and accept that Constitution Hill may:

- a. Award the whole or a part of this tender;
- b. Negotiate with all or some of the shortlisted bidders;
- c. Award the tender to a bidder other than the highest scoring bidder; and / or
- d. Cancel this tender.

## **1.9 VALIDITY PERIOD**

1.9.1 Constitution Hill requires a validity period of one hundred and twenty (120) days for this tender from date of closure of bid.

1.9.2 During the validity period the prices which have been quoted by the bidder must remain firm and valid. In exceptional circumstance, Constitution Hill may request extension of the validity of offers.

## **1.10 CONFIDENTIALITY OF INFORMATION**

1.10.1 Constitution Hill will not disclose any information disclosed to Constitution Hill through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.

1.10.2 Furthermore, Constitution Hill will not disclose the names of bidders until the tender process has been finalised.

1.10.3 Bidders may not disclose any information given to the bidders and part of this tender process to any third party without the written approval from Constitution Hill. Please complete the Non-Disclosure Agreement.

## SECTION 2

### TERMS OF REFERENCE

#### APPOINTMENT OF AN ARCHITECTURAL SERVICE PROVIDER TO DESIGN & SUPERVISE THE CONSTRUCTION OF THE PEOPLES PARK PHASE TWO PROJECT AT CONSTITUTION HILL

##### 1.1 PURPOSE

The Purpose of this tender is to request interested and experienced Architectural Consulting Firm to submit a complete proposal for the design and the supervision of The Peoples Park Phase two (2) Project located within the Constitution Hill heritage site. Bidders will be provided an opportunity to walk the Peoples Park Phase 2 site during the site briefing to familiarise themselves with the extend of the scope of work. The architectural Consulting Firm mentioned above will be required to render overall project management and principal agent services from inception to close-out. Project management services will be rendered from stage 1 – 6, principal agent services will start from stage 4-6.

Constitution Hill is a major national and international heritage site, anchored by the Constitutional Court. It comprises an integrated, multi-purpose and multi-dimensional precinct containing a range of complementary physical and institutional components. It is a site that is not just viewed but lived by visitors, users and residents. It is a site where past, present and future live side by side. The site is a significant tourist destination and as well as the gateway to the range of tourist attractions that Johannesburg has to offer. The site has received numerous tourism accolades over the past few years and has been presented as a best practice case study at numerous international conferences.

The *People Park @ Constitution Hill* is conceived as a new cherished international destination on Constitution Hill and an outdoor extension of our museums and heritage precinct. The overall objective of the proposed park is the create a public park in keeping with the ethos of the Constitution Hill precinct. The park will be accessible to the public, and will also be used by Constitution Hill for gatherings and public events.

##### 2.1 INTRODUCTION AND BACKGROUND

Constitution Hill is developed around two principal functions and themes. It is intended that the development will become both a major tourism and heritage destination, and a national and global centre with regard to Constitutionalism, Human Rights and Democracy.

###### **Brief History of the Site**

The history of the Constitution Hill site, prior to its selection as the home of the New Constitutional Court, is primarily characterised by its use as a place of incarceration. A prison was first established at the Fort during the 1890s under the Zuid Afrikaanse Republiek. During the South African War (1899 to 1902) it was used by the British to imprison Boer POWs. Indian passive resisters, including Mahatma Gandhi, were imprisoned in 1906 and 1913, as were the white miners involved in the Rand Revolt of 1922. The Treason Trialists, Nelson Mandela among them, were held at the Fort in 1956. It is its use by colonial and Apartheid governments for which the site has gained significance in the eyes of the majority of South Africans, as a place of transit where criminals and, notably opponents of government and contraveners of oppressive legislation were held pending their transfer to other jails throughout the country. Whereas Robben Island's history is associated with its history as the prison of Anti-Apartheid leaders, the history of the Fort is fundamentally linked to the effects of oppression on the masses; pass law offenders, contraveners of the Group Areas Act, hut tax and beer brewing laws. During the last century, the Fort or "Number Four" as it is known by Black South Africans, gained notoriety for the harsh treatment meted out to prisoners by warders and by the notorious "Numbers Gangs" which originate there. This notoriety as a place where human rights were routinely flouted, allied with its new function as the home of Constitutional Court, the protector of human rights in democratic South Africa, creates a unique symbolism for Constitution Hill; as a place where justice triumphed over injustice, human rights over oppression, good over evil.

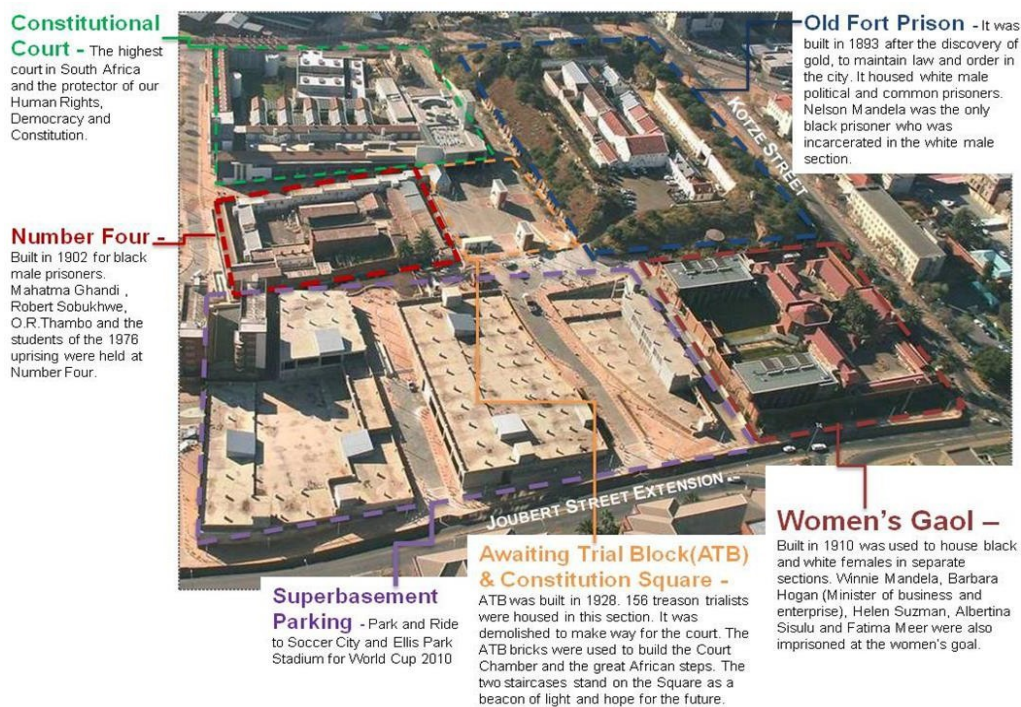
## Project History

The late 19th Century Old Fort was declared a National Monument in 1964 although it continued as a functioning prison until 1987 after which the buildings and the site as a whole, suffered from neglect and vandalism. The entire site was injected with a new meaning and energy when it was chosen, after extensive investigation of various sites in South Africa, in 1995 as the site for the new Constitutional Court. The recognition of the fact that the constitutional court needed to be developed in tandem with the entire precinct, culminated in the preparation of a Master Plan for Constitution Hill (completed in April 2001) and the development of the site to what it is today.

## Development Vision

The Constitution Hill precinct is a unique mixed-use development located between Braamfontein and Hillbrow, within Johannesburg's inner city. The project is part of a major inner city regeneration drive, which will contribute to the economic, social and cultural upliftment of people living and working in the inner city. Another of the objectives of the project is the provision of facilities of a standard existing in other major world-class cities.

Constitution Hill is conceptualised as a major national and international tourism and heritage site, and as the seat of Constitutional Democracy within South Africa. The precinct will comprise an integrated, multi-purpose and multidimensional series of spaces including a number of integrated and complimentary physical and institutional components.



The development vision for the precinct is guided by principles of “New Urbanism”, whereby new and existing building fabric are used to define usable public spaces such as streets and squares, with building envelopes marking the boundary between public and private realms. This approach aims to achieve the following:

- The establishment of connections for both pedestrians and vehicles to and through the site;
- The creation of new streets and open spaces within the precinct to structure the present loose assortment of buildings, thereby creating a series of interconnected spaces;
- The location of a variety of land uses within the precinct to facilitate a twenty-four-hour human presence and resultant security by design, and contribute to the creation of a successful mixed-use city environment;
- The provision of robust and adaptable accommodation in the “perimeter block” configuration, laid out to accommodate future changes in use;
- The provision of a variety of parking options that can be optimally shared between various

land uses, with flexibility for future changes.

### **The Seat of Constitutional Democracy**

A number of institutions and organisations with functions and interests connected to the Constitution of the Republic of South Africa are accommodated within the precinct. More are expected to be accommodated when the development of the additional land parcels takes off. An RFI in this regard will be issued in June 2016. The location of these institutions at Constitution Hill positions the precinct as the seat of Constitutional Democracy within South Africa and, as such, a major centre globally with regard to Constitutionalism and Constitutional Democracy.

**Constitutional Court** – The Court is the most important public building to have been built in the post-apartheid era. The decision to locate it within the site was the catalyst for the development of the entire precinct. The Court is the primary architectural and symbolic focus of the precinct. The building comprises a total of 8 200m<sup>2</sup> of accommodation, including a world-leading law library, and exhibition space housing an artworks collection. Approximately 30 000m<sup>2</sup> of office space is at present leased to the western portion of the precinct including the Women's Gaol Forecourt.

### **Tourism and Heritage Destination**

All of the original buildings dating back to the site's previous use as a prison, with the exception of the Awaiting Trial Block, have been retained and had been repaired and renovated to be developed as part of the site:

**The Old Fort** – a complex of building dating back to 1893, has been adapted to provide permanent exhibition space, multipurpose space for temporary exhibitions and meetings, offices for the administration and a café/ restaurant. Visitors can access to the ramparts from the fort which provide a vantage point to look over the campus and Johannesburg,

**Old Fort Ramparts** – a circular Rampart Walk has been developed and is, accessed by means of stairs to the top.

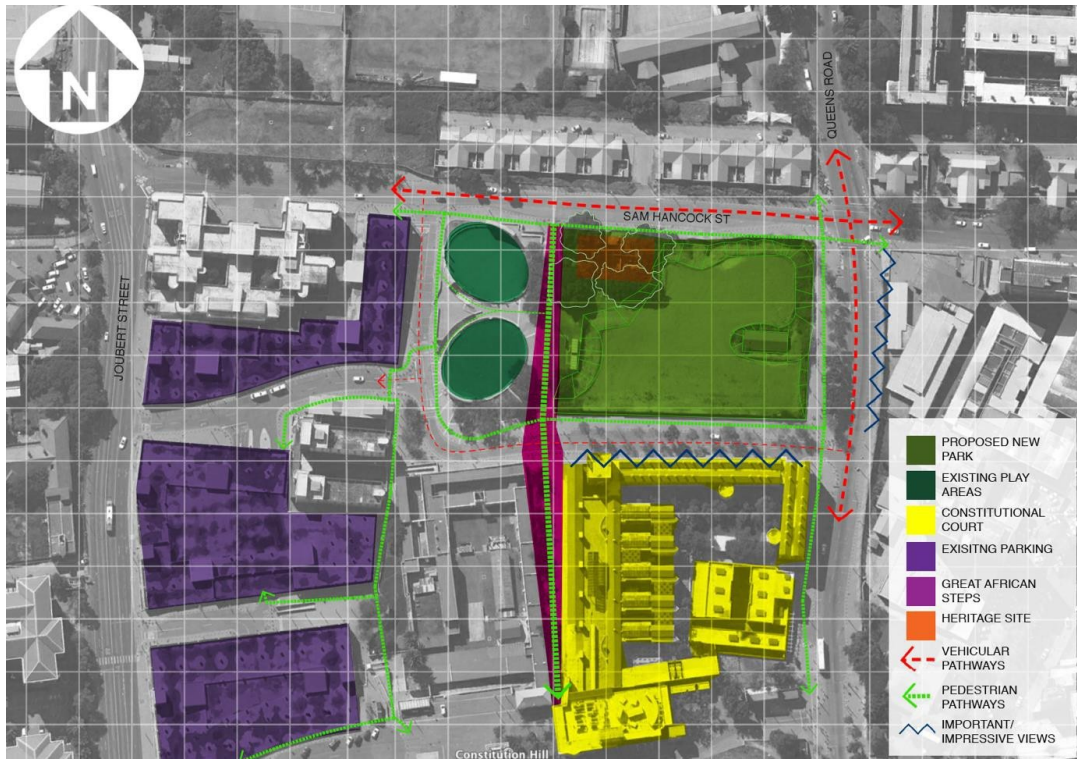
**Constitution Square** – this public square is the focus of the public open space network. Constitution Square has become a gathering point, an orientation and an outdoor pause area at the hub of the site. At its centre are the two stair towers, retained as a memory of the Awaiting Trial Building that was demolished to make way for the new Court building.

**Section 4 & 5** – these buildings, formerly the prison section occupied by black male prisoners, are preserved in their current state, and not adapted for re-use in order to preserve the emotional intensity of their spaces and to integrate this into the visitor experience.

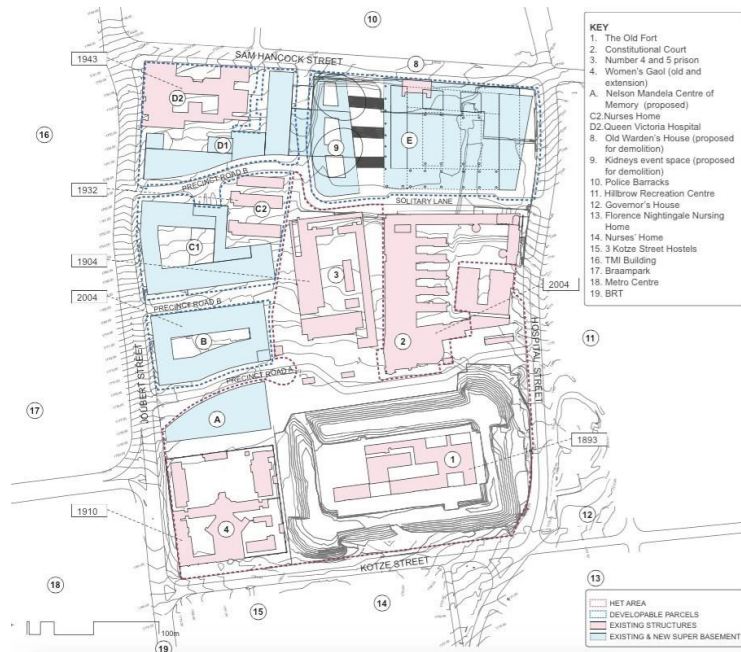
**Women's Jail** - two three-story office buildings located in the forecourt presently houses the Commission for Gender Equality and other institutions with temporary exhibition space, offices, and conference facilities located in the existing buildings. The isolation cells have been conserved in their current state.



## THE PARK LOCATION



The site is located to the south of the Constitutional Court, and is bounded by Solitary Lane to the south, Sam Hancock Street to the north, and Hospital Street to the east. The Constitutional Court library on Solitary lane overlooks the site, and No.4 Prison and the Great Africa Steps are located to the south-west. Aerial view of the site is depicted below – with the Park on land-parcel E.





The Park unites the experience of Constitution Hill's heritage and human rights values in a physical space that can host public events and visitors of all ages. Since inaugurating the new home of the Constitutional Court in 2004, the Hill Precinct has become a destination for reconciling South Africa's history in the former prisons on the site, with the hope for the future embodied in one of the most progressive constitutions in the world. The park is to exemplify the values of the constitution. *We, the People*, the Preamble of the South African constitution, is followed by some of the most impactful statements and impetus for our future:

*We, the people of South Africa, Recognise the injustices of our past; Honour those who suffered for justice and freedom in our land; Respect those who have worked to build and develop our country; and Believe that South Africa belongs to all who live in it, united in our diversity.*

It is with this same sentiment that everything at Constitution Hill abides, and the same goes for the experience visitors will have within the new **"Peoples Park @ Constitution Hill"**.

**"The Peoples Park @ Constitution Hill"** supports and complements a variety of historical uses, as well as new and innovative uses in the Constitution Hill Precinct. It will preserve and expand public access to, and use of, the precinct, including public accesses to areas/facilities around the park. The park design should provide a consistent, integrated look, feel and aesthetics throughout the Project Area that respects, and celebrates, the environment of the Constitution Hill Precinct. It should not only meet all the functional requirements but also make an aesthetic/artistic statement on its own.

The park should be designed to support a variety of public and private events and uses such as concerts, festival, outdoor movies; markets and picnics. An area close to the kidneys should also accommodate a small children's play area. The seating/audience area and venue orientation would be examined with a view toward increasing the usability for the various performance venue events and to substantially increase the overall usage during the calendar year.



Figure 1 Example only

As a community space the park should be about atmosphere – creating a feeling of wellbeing and contentment for the user. Play value and playable landscapes are key to our park. Together they offer the best play experience for all ages and abilities. The space should therefore incorporate a play environment that is more than just physical challenges incorporating inclusive play experiences.



Figure 2 Example only



Figure 3 Example only

All Image examples are for illustration purposes only:

### **PUBLIC ART**

The garden in the children's Play Area needs to accommodate the Unicef Statue of Hope – currently on Nelson Mandela Square. The statue features a young girl called Hope. The girl is symbolic of every girl and every boy in South Africa and represents the power of children to shape the future.



Figure 4 Example only

## **The Statue of Hope**

Emulating Madiba's dance, she is a symbol of hope, of infectious joy and innocence. Named 'Hope' for her celebration and defence of children's rights, the statue takes a bold stance for children's potential to build our country's future. She represents children's strength and resilience, their joy and confidence, their courage and conviction. Most importantly, she stands for their dreams and ambitions, a future where children are cherished and protected — a future where all children, no matter where they are, enjoy the right to be a child.

## **Project Phases:**

**Phase 1 of the project, completed in 2017, primarily comprised civils and earthworks. This work included:**

- Earthworks as required, including removal of the shale deposits to create a level platform for the park.
- Existing heritage houses and toilet block on site were demolished.
- The provision of water, electrical, sewerage reticulation to termination points for use during events and for further work during phase two, as well as storm water reticulation
- The necessary vehicular entrance and loading point to enable events at the park.

**Phase 2 of the project will see the completion of the park and will include:**

- Construction of a retaining wall to the north and an embankment to the south to meet with Solitary Lane.
- The 'extension' of the Great Africa Steps down to Sam Hancock Street, creating a broad public promenade as envisaged in the urban design controls.
- A landscaped bank of terraced seating and steps going down from Solitary Lane to the park area to form a natural amphitheatre.
- The provision of public toilets to service the park.
- New and enhanced public lighting provision in the park, along the promenade and along the street edges.
- New hard and soft landscaping and planting provision, including perimeter fencing around the north and east sides of the park.
- Outdoor Street furniture, paving, lighting and signage (Only locally produced or locally manufactured furniture will be considered, as per *National treasury designated sectors instruction 6 of 2016/2017*)
- Repurposed container VIP hospitality area incorporating the box office and Merch Shop
- Completion of the provision of water, electrical, sewerage reticulation to termination points for use during events, as well as storm water reticulation.
- Statutory and wayfinding signage.
- Stage area with load in area from Hospital Road
- Hardscaping and structural design elements
- Pre-manufactured container building to support storage as well as festival VIP viewing area and bar/catering facilities – images below for illustration purposes only.
- A small children's play area
- Incorporation of public art works





Figure 5 Example only

In considering models of existing parks around the world that adjoin public space and museums or heritage sites, please also keep in mind:

- Surfaces must be able to have lots of foot-traffic.
- There must be dedicated areas for staging and scaffolding.
- Accommodate a minimum of 10,000 audience for festivals.
- Designs should target a broad range of age groups and users.
- Designs should incorporate inclusive play elements if/when appropriate.
- Explore pedestrian circulation.
- Address issues of accessibility

A main feature of the *We, The People Park* is its location below the Constitutional Court. Between the Constitutional Court and the No4/5 Prison to its west are the Great African Steps, constructed out of bricks from the old prison. The new Park should tie in as a continuation of those steps and the boundary of past, present and future that they symbolise.

## 2.2 DESCRIPTION OF WORK

To appoint a Landscape Architect that will act as a principal agent responsible for acquiring the necessary project team required to conduct studies, investigations, and assessments to undertake stages 1 to 6 as per Professional Service Provider Guidelines for the required disciplines in the Built Environment (i.e. Inception, Concept and Viability, Design Development, Documentation and Procurement, elementary costings, construction supervision and Close Out) for the “Peoples Park” at Constitution Hill including applicable additional fees according to services required in terms of the Framework for the professional Fees Guideline in respect of services provided by person(s) registered in terms of the Architectural Profession Act 44 of 2000 Board notice 121 of 2015 unless otherwise varied below.

# Stages

## Stage1 - Inception

The inception stage of this project will involve determining, with the input of the Employer, the scope of the construction contract required to meet the level of services needed and to be within the budgetary constraints of this project. Any further investigations and/or for testing should be identified at this stage.

**Desired outcome: Inception Report**

## Stage 2 – Concept and Viability (Preliminary Design)

The Service Provider shall collect all data relevant to the required improvements, identify and investigate options for effective performance and produce concept designs in keeping with this Scope of Work and the required level

of services, standard and norms. A design report on the information collected, the preliminary design, cost estimates and an implementation programme must be presented for the Employer's approval.

**Desired outcome: approved Concept design**

### **Stage 3 – Design Development (Detail Design)**

The Service Provider shall undertake detailed design of the project and associated requirements, plan the construction of the project, produce drawings and specifications.

The Employer shall make the final decision on the choice of appropriate contract on recommendation from the Service Provider

The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard. A set of draft plans and draft tender/contract documents shall be submitted to the Employer for comment and approval prior to finalization. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The Service provider shall supply the Employer with an electronic copy (on CD) of the tender/contract documents once approved.

The Service Provider shall be responsible for providing the Employer with the required number of (hard) copies of plans and tender documents for tender purposes.

The Service Provider shall be responsible for all initial service enquiries, way leave applications and obtaining all conditions from the relevant Service Authorities that are necessary to carry out all work in terms of this project. All applications in this respect must be carried out timeously so that all way leave conditions can be incorporated into the detail design.

On approval of the detail design drawings, three sets of paper prints must be submitted to the Employer for signature. Two sets will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the word "Initial version signed on *(date)*" at the signature location in the title block.

**Desired Outcome: Council approval, Design compliance in with heritage regulations/site.**

### **Stage 4 – Documentation and procurement(Principal Agent Services)**

The service provider shall finalize Detail designed drawings and incorporating any comments of the Employer. Once finalized, two sets of paper prints must be submitted to the Employer for signature by the service provider. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on *(date)*" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings which may be necessary for the execution of the works. The service provider will be expected to review or analyze the bid prices of the recommended bidders (s) by the client Bid Evaluation Committee and provide report of the price analysis for the committee's recommendation.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc). The service provider will prepare Bills of Quantities.

The Service Provider shall provide and facilitate the signing of the construction contract.

**Desired outcome: Appointment of the contractor and Site handover to the contractor.**

### **Stage 5 – Construction and supervision**

Contract administration shall require the performance of all general field services required on a construction projects such as co-ordination, supervision of construction services, continuous monitoring of the project, approval and corrections of construction drawings, convening of site meetings per the Jbcc contract, valuation for progress payment certifications, periodic reporting of progress, preparing progress payment certificates, review and recommendation of claim, administer variation orders, conduct quality inspections, manage health and safety, project cost control, preparation of final account, etc. The service provider shall ensure construction compliance in terms heritage legislations.

**Desired outcome: issue practical completion certificate.**

### **Stage 6 – Close-out**

The service provider shall fulfil and complete the project close-out report including necessary documentation to facilitate effective completion, handover and operation of the project. This includes inspection and verify the rectification of defects, approve relevant payment valuation and completion certificates, facilitate final operating and maintenance.

Bidder is hereby advised to include an architectural professional in their proposed professional team with specialization in heritage architectural design, this heritage architectural specialist must be registered with SACAP or bidder is advised to source the service of heritage architectural service through disbursements. Bidder is not advised to include heritage architectural specialist in their professional team provided if the principal architect acquired heritage architectural experience.

**Desired outcome: official project close out report.**

The professional team to be established by the Professional Architectural Firm will be comprising of the following:

- Landscape Architect (Principal Agent)
- Professional Architect. (PA);
- Civil Engineering Service (CE);
- Structural Engineering Services (SE);
- Electrical Engineering Services (EE);
- Mechanical Engineering Service (ME);
- Quantity Surveyor (QS);
- Safety Consultant. (SC);
- The professional Team mentioned above serves a guideline, meaning the bidder is required to propose his own professional team.

### **2.3 SPECIAL CONDITIONS**

- a) Sign off and agreement on the final design layout from engineers to the Client by the respective project managers;
- b) Security awareness training for all members of the team;
- c) Environmental compliance and inspections by the client representative;
- d) Provision and sign off of the contractor's safety file; and
- e) Any approval that might be required by the local authorities.
- f) All designs must be aligned to the ConHill Masterplan (Refer to attached Annexure)
- g) Ensure heritage compliance with PHRAG

Respondents must demonstrate expertise and relevant experience in providing Urban Design/ Landscape Architecture / Civil Engineering consulting services including, but not limited to, the following:

- Streetscapes
- Hardscapes
- sculptures, and embedded art
- Softscapes
- Signage and Wayfinding
- Lighting



- Site Design
- Knowledge of Indigenous Plants and Plant Selection
- Irrigation Design and Installation
- Pedestrian Planning and Shelters
- Ecological and Environmental Design
- Landscape Installation Oversight

**2.4 SUPPLEMENTARY CONSULTANTS**

It is a responsibility of a Principal Agent to ensure that all required expertise's are available to ensure the successful completion of this project. It is also important to note that any additional or supplementary services required will be agreed, in writing between Constitution Hill and the consultants, prior to the commencement of the works. The following Consultants may be required and if so their appointment will be approved by Constitution Hill prior to appointment on a Three (3) quote basis after the selected Professional Service Provider has been appointed:

<b>Professional Services/Expert (s)</b>	<b>Frequency</b>
Architect /Landscape Architect	Required
Structural Engineer	Required
Quantity Surveyor	Required
Electrical Engineer	To be appointed if required
Mechanical Engineer	To be appointed if required
Civil Engineer	To be appointed if required
Electrical Engineer	To be appointed if required
Environmental Consultant	To be appointed if required

**2.5 CONTRACT DURATION**

The project duration will take no longer than 1 year from the date of signing PROCSA between Constitution Hill and the Service Provider.

**2.6 TECHNICAL PROPOSALS REQUIREMENTS**

Proposals must be clear and concise, comprehensive, and directly address the specifics of the proposed scope. The Service Provider will, in combination with their capability descriptions and candidate resumes, demonstrate their experience in providing similar services on prior assignment by providing references from other clients.

The Service Provider shall describe its approach and plans for accomplishing the work outlined above.

**The Technical Proposal must consist of the following:-**

**Cover Letter**

The Service Provider must include a cover letter which indicates the full names and address of the firm that will perform the services described in this RFP. The cover letter should also indicate the state of incorporation of the Service Provider and list all licenses or accreditation obtained by the firm enabling it to operate. The cover letter should express the Service Provider's interest and serve as an executive summary of the proposal and should also include identification of any and all sub-consultants or contractors of the Service Provider if any.

**Traceable References for completion of works**

The Service Provider must provide at least five (5) client traceable references as evidence of Company's successful completion of similar projects with contact names, telephone number, email addresses and should be on the referee's letter head. Notwithstanding the above requirements, points will only be allocated to service provider who submitted the minimum of two (2) traceable reference letters.

**Methodology and approach**

- Potential risks to Project Objectives and how to mitigate the risks included.  
Service provider is expected to demonstrate a comprehensive understanding of the project risk by including into the approach paper brief, articulate and project specific risk management plan/strategy for the project.

The plan/strategy should give a high-level understanding of what are the project risks are and what controls will be in place to mitigate such risk.

- **Cost control included**

Service provider is expected to demonstrate competence in the management of project costs by including into the approach paper a brief, articulate and project specific cost control plan/strategy for the project.

The plan/strategy should include what cost controls will the bidders put in place during project execution.

- **Health and safety/environmental included.**

Service provider is expected to demonstrate competence in health, safety, and environmental aspect of the project by including into the approach paper a brief, articulate and project specific SHE plan/strategy for the project.

The plan/strategy should demonstrate how will the Health, safety and environmental aspect of the project will be managed to comply with the occupational health and safety Act and its regulations.

- **Technical approach included**

Service provider is expected to demonstrate technical ability by including into the approach paper a brief, articulate and project specific technical plan/strategy for the project.

This plan should show how will the bidder ensure that project deliverables will be met through technical competencies. Composition of the project team, technologies utilised etc.

- **Quality plan included**

Service provider is expected to demonstrate technical ability by including into the approach paper a brief, articulate and project specific Quality management plan/strategy for the project.

This plan should indicate what quality management system/quality assurance is in place throughout the bidding organisation and how will quality be managed throughout project execution.

### **Key Team Member List**

The organization chart must include all Key Team Members, their levels or category and titles for this engagement and the organisation they represent in the event of the “Joint Venture or Sub Consultant.

### **Resume of Key Team Members**

The Team Members are requested to provide the following information as detailed below:

- The Service Provider is requested to provide number and type of employees with technical expertise dedicated to the proposed work-plan.
- Resumes for all proposed personnel who will be assigned to perform the scope of services contained in this RFP. The information provided from the resumes will be used as a key consideration in the section process.
- The team should demonstrate in their resumes to have the following expertise:-
  - a) Construction supervision and Architecture
  - b) Structural Engineering, and;
  - c) Quantity Surveying;

The Service provider must guarantee the presence of the Principal Agent throughout the duration of the assignment. If the Principal Agent has to leave the project, a period of at least a month is required, in which the Principal Agent must work parallel with the proposed replacement with expertise and experience similar.

The above-mentioned team members are not intended to be restrictive rather a minimum number of key team members required. Service providers are required to be innovative and provide the organogram that will be

considered satisfactory by Constitution Hill and would be enable the service provider to complete the project as per the scope of work.

## 2.7 Meetings (Management and other)

All meetings to be documented for Audit Purposes.

## 2.8 Monthly Meetings

- Design Meetings (applicable from stage 1 to 3)
- Project Progress Meeting (during stage 5)
- Technical Meetings (during stage 5)
- The monthly meetings to be attended by the Project Site Manager and Constitution Hill Project Manager

## 2.9 Quarterly Meetings:

- Service Provider assessment by Constitution Hill Supply Chain Management (SCM) Contracts division.
- Detailing meeting operational requirements met as per contract.
- Verifying B-BBEE, SARS and Letter of Good Standing on a quarterly basis.
- The quarterly meetings to be attended by the Service Providers CEO or appointed delegate as well as the Service Providers Onsite Manager.

## 2.10 Reports

A monthly report is required tracking the progress of the project.

## 2.11 Approvals:

- Approvals required pertaining to changes to the contract will need to be obtained from Constitution Hill for any requests the Service Provider may have.
- Direct reporting lines will be to the Constitution Hill Project Manager.

## 2.12 Proof of Compliance with the Law:

- Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site.

## 2.13 Electronic Payments:

- Payment will be made to the Service Provider on a monthly basis.
- Thirty (30) days from date of invoice.

## 2.14 DISPOSAL REQUIREMENTS

Constitution Hill strives to continuously improve our operations thus minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.

### DISPOSAL DURING AND AFTER CONTRACT PERIOD

- The Contractor/Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of the contract at Constitution Hill.
- The Contractor/Service Provider will ensure that all waste which necessitates the safe disposal thereof will be done in accordance with all the latest and applicable legislation (environmental etc) governing same.
- Proof of such disposal must be submitted to Constitution Hill.

- Written approval must be obtained from Constitution Hill prior to removal of such waste from site
- Should any monetary value be derived by such disposal then the Contractor/ Service Provider must advise Constitution Hill immediately thereof and the parties will come to an agreement as to what percentage of the benefit Constitution Hill will derive from the disposal.

**The following project specific management actions apply:**

- There shall be no littering at any of the construction sites. All litter shall immediately be removed and stored in appropriate storage containers which shall be regularly emptied;
- The Contractor shall arrange for all waste generated by his activities to be correctly segregated, removed from site and safely disposed of at a registered waste disposal facility; and
- Records shall be kept of valid disposal certificates for all waste material that is disposed of.

## EVALUATION PROCESS AND CRITERIA

### 3.1 EVALUATION PROCESS

Constitution Hill will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for Functionality / Technical, Price and B-BBEE. During the evaluation of received bids Constitution Hill will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required documents will be disqualified from the bid process.

The requirements of any given stage must be complied with prior to progression to the next stage. Constitution Hill reserves the right to disqualify bidders without requesting any outstanding document/information.

A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3
Pre-Qualification	Evaluate on Functionality / Technical Aspects of Bid	Evaluate Price and B-BBEE
<b>This Table for CONSTITUTION HILL Office Use Only:</b>		<b>Yes / No</b>
1.	<b>Bidder's Attendance to Compulsory Briefing Session (Where applicable)</b>	

### 3.2 CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

Compulsory Briefing Meeting and Site Inspection will be held at **Constitution Hill – The Old Fort, Human Rights Conference Room.**

This is to certify that the following person attended the compulsory briefing meeting held on **06 Sept 2019 at 11h00am** at the above address.

<b>Full Name and Surname</b>	
<b>Company /Bidding Entity</b>	
<b>Constitution Hill representative (Full name and surname</b>	
<b>Constitution Hill Confirming -Briefing Attendance</b>	

**Company stamp**

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#### 4. STAGE 1: PRE-DISQUALIFICATION CRITERIA

## 1<sup>st</sup> Stage - Pre-disqualification Evaluation criteria:

### 4.1 The following pre-qualification criteria will apply:

**It is required of the bidder to provide a resource who will be a project manager and principal agent/project leader for the People's Park Phase 2 Project.**

- (a) The project manager (principal agent) must be registered with **SACLAP (The South African Council for the Landscape Architectural Profession)** as a professional landscape architect.
- (b) The bidder must provide Professional Indemnity equivalent to (R2,000,000).
- (c) The bidder is required to produce evidence of three (3) heritage related design and development projects completed; with 3 relevant letters confirming project conclusion.

\*The bidder is a juristic person /legal entity

**NB: None submission of the above will results in your bid being deemed as non-responsive and will be disqualified.**

## 4.2

### 2<sup>nd</sup> Stage - Evaluation Criteria for Functionality - Quality of submission in addressing criteria and sub-criteria

FUNCTIONALITY & CAPABILITIES	Maximum	Score	Minimum
<b>NB:</b> The bidder should achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing & BBBEE as per preferential system.	100		70
<b>1. IMPLEMENTATION PLAN</b>			
It is required of the bidding entity to present implementation plan with procedures that the bidder will apply in ensuring that contractor's work is executed in line with set time, scope and quality. <ul style="list-style-type: none"> <li>• Time. (3 points)</li> <li>• Scope. (3 points)</li> <li>• Quality (per scope of work) (3 points)</li> <li>• No submission (0 points)</li> </ul> <b>NB: Bidder to please provide supportive information and examples to support the implementation mentioned above.</b>	9		
<b>2. PROGRAMME OF WORK.</b>			
The bidder is required to present programme of work in line with the following items: <ul style="list-style-type: none"> <li>▪ Task list shows full scope of works. (3 points)</li> <li>▪ Reasonable duration for each task. (2 points)</li> <li>▪ Linkages between tasks and sequencing thereof. (3 points)</li> <li>▪ No submission (0 points)</li> </ul>	8		
<b>3. HEALTH AND SAFETY MANAGEMENT AND ENVIRONMENT</b>			
The bidder is required to present management system in ensuring that the contractor complies it terms of the following: <ul style="list-style-type: none"> <li>▪ Health &amp; Safety. (4 points)</li> <li>▪ Environment. (4 points)</li> </ul> (System to clearly articulate time, reporting, documentation and monitoring) No submission ( 0 points )	8		
<b>4. MANAGEMENT OF PROFESSIONAL SERVICES</b>			
4.1 Design Management. <ul style="list-style-type: none"> <li>▪ Bidder as the Project Leader (Principal Agent) is hereby requested to present proposed Concept design management System in ensuring that the concept design meet the client requirements in terms of specifications, time frame and approval. (6 points)</li> </ul> (It is required of the Design management system to clearly articulate the process) No submission (0 points)	6		

<p><b>Experience of the key professional</b> (This criterion covers the general experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.</p> <p>NB: CVs of Personnel must include qualifications and experience with contactable references.</p> <p><b>A. Professional Architect Agent</b></p> <ul style="list-style-type: none"> <li>▪ Professional Registration (SACAP) = 4 point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience after Professional Registration</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 points</li> <li>▪ 5 – 7 years = 2 points</li> <li>▪ 3 - 4 years = 1 points</li> <li>▪ Less 3 years = 0 points</li> </ul>	49			
<p><b>B. Quantity Surveyor</b></p> <ul style="list-style-type: none"> <li>▪ ASAQs/ SACQSP professional registrations = 4 point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience after Professional Registration</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 points</li> <li>▪ 5 – 7 years = 2 Points</li> <li>▪ 3 – 4 years = 1 points</li> <li>▪ Less than 3 years = 0 points</li> </ul>				
<p><b>C. Structural Engineer</b></p> <ul style="list-style-type: none"> <li>▪ ECSA professional registrations = 4 point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience after Professional Registration</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 Points</li> <li>▪ 5 – 7 years = 2 points</li> <li>▪ 3 – 4 years = 1 points</li> <li>▪ Less than 3 years = 0 points</li> </ul>				
<p><b>D. Civil Engineer</b></p> <ul style="list-style-type: none"> <li>▪ ECSA professional registrations = 4 point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience after Professional Registration</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 points</li> <li>▪ 5 – 7 years = 2 points</li> <li>▪ 3 – 4 years = 1 points</li> <li>▪ Less than 3 years = 0 points</li> </ul>				
<p><b>E. Electrical Engineer</b></p> <ul style="list-style-type: none"> <li>▪ ECSA professional registrations = 4 point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience after Professional Registration</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 points</li> <li>▪ 5 – 7 years = 2 points</li> <li>▪ 3 – 4 years = 1 points</li> <li>▪ Less than 3 years = 0 points</li> </ul>				

<p><b>F. Mechanical Engineer</b></p> <ul style="list-style-type: none"> <li>▪ ECSA professional registrations = 4 point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience after Professional Registration</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 Points</li> <li>▪ 5 – 7 years = 2 points</li> <li>▪ 3 – 4 years = 1 points</li> <li>▪ Less than 3 years = 0 points</li> </ul>			
<p><b>G. Safety Consultant</b></p> <ul style="list-style-type: none"> <li>▪ Professional Registration (SACPCMP): 4 Point</li> <li>▪ No professional registration = 0 points</li> </ul> <p>Experience (Safety Consultant)</p> <ul style="list-style-type: none"> <li>▪ 8 years and more = 3 Points</li> <li>▪ 5 – 7 years = 2 Points</li> <li>▪ 3 - 4 years = 1 Points</li> <li>▪ Less than 3 years = 0 points</li> </ul> <p><b>(NB: For ALL the above, please Attach detailed CV with experience, Certified copies of Qualifications, Professional Registration)</b></p>			
<b>BIDDER'S EXPERIENCE ON COMPLETED PROJECTS</b>			
<p>This criterion evaluates bidder's experience in line with the number of Landscape construction projects completed for the last 10 years.</p> <ul style="list-style-type: none"> <li>▪ Bidder successfully completed 9-10 construction projects for the last 10 years. = 20 points</li> <li>▪ Bidder successfully completed 5-8 construction projects for the last 10 years. = 10 points.</li> <li>▪ Bidder successfully completed 1- 4 construction projects for the last 10 years.</li> <li>▪ Bidder completed no projects. = 0</li> </ul> <p>5. <b>(NB: Bidders are required to attach practical or final completion certificates with client reference letters) Client reference letters should be signed by the client with stamp and company logo of the client.</b></p>	20		
<b>TOTAL</b>	<b>100</b>		

All bidders who score less than 70 (which is 70 points out of 100 points) on functionality will not be considered further and will be regarded as having submitted a non-responsive bid and will be disqualified.

## 4.3 STAGE 3: EVALUATION OF PRICE AND B-BBEE

### PRICING INSTRUCTION AND SCHEDULE

SBD 3.1

#### 4.3.1 Price and B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or Constitution Hill splits the award or cancels the bid, *etcefera*. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

#### 4.3.2 Pricing Instructions:

- 4.3.2.1 Bidders must price in accordance with the pricing schedules below, this will enable Constitution Hill to compare priced offers.
- 4.3.2.2 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 4.3.2.3 A Detailed Breakdown of costs must be attached.
- 4.3.2.4 All rates quoted as part of this bid will apply to ad-hoc works as/when required (additional work outside scheduled maintenance).
- 4.3.2.5 Do not leave any area blank in the pricing schedules.
- 4.3.2.6 No Mark-up to be levied on items provided by Constitution Hill (e.g. Lease, Water, Electricity, Permits etc.)
- 4.3.2.7 Procured Items and Services:
  - 4.3.2.7.1 Consumables will be charged at cost plus mark-up.
  - 4.3.2.7.2 VAT will not form part of mark-up calculations.
  - 4.3.2.7.3 Constitution Hill will provide the storeroom where the materials will be stored.
  - 4.3.2.7.4 The procured materials / consumables quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
  - 4.3.2.7.5 All material supplied must be of good quality.
- 4.3.2.8 The Bid offer must be inclusive of VAT.
- 4.3.2.9 The VAT portion must be indicated separately.
- 4.3.2.10 Payment for this contract will be against proven cost.

4.4 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

SBD 3.1

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING,**

**A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number.....

Closing date: 25 September 2019

Closing Time 11:00am

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

Description	Quoted Amount (VAT Excluded)
Inception	R
Concept Design	R
Design Development	R
Documentation and Procurement	R
Construction Monitoring (Part time, x2 per week)	R
Close out Phase	R
Disbursements – estimated as follows and no additional allowance needs to be made elsewhere in the pricing Schedule.	
Health and Safety Consultants	R 20,000.00
Duplicating Contract and Plans printing	R 5,000.00
Other (Communication, Meals, Parking, Advertisements, Permits etc.)	R 10,000.00
<b>Disbursements</b>	<b>R 35,000.00</b>
<b>Sub Total 1</b>	
<b>Add Contingencies at 10%</b>	
<b>VAT</b>	R
<b>Total Fees Including VAT</b>	R
<p><b>*Table notes:</b></p> <ul style="list-style-type: none"> <li>a. <b>All Fees to include fees for sub consultants (Structural Engineer, Quantity Surveyor) during design and site supervision.</b></li> <li>b. <b>Construction supervision for three months (3) – only part time site supervision required – 2x every week.</b></li> </ul>	



## **DISBURSEMENT SCHEDULE**

- (a) Only project related costs listed below and presented to Constitution Hill will be compensated by Constitution Hill.
- (b) Any disbursement costs related to travelling to and from the airport, meeting venue or accommodation for the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of Constitution Hill project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Cellular calls and Travelling during Construction will be recovered through the Contractors' Claim.
- (e) Health and Safety Agent will be recovered through Disbursements.
- (f) No mark-up on any disbursement cost will be paid.
- (g) No payment for disbursement will be made for the following:
  - Travelling (except for on-site travelling) and accommodation
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
  - Telephone calls
  - Cellular calls
  - Computer costs
  - Email (sent or received)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS**

***In Words***

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Bidder / Entity's Name

Represented By

Capacity

Signature

Date

**SECTION 3**  
**RETURNABLE DOCUMENTS, DECLARATIONS, AND SCHEDULES**

## 5.1 RETURNABLE DOCUMENTS

All copies must be certified with an original stamp

#	Other Returnable Documents and Information	Main Bidder Yes / No	JV Partner Yes / No	Sub –Contractor Yes / No
1	<p><b>SBD1:</b></p> <ul style="list-style-type: none"> <li>c. Current tax clearance certificate issued by the South Africa Revenue Service.</li> <li>d. Tax pin certificate issued by the South African Revenue Service</li> <li>e. Bidders, who are not in a possession of a valid Tax Clearance Certificate, are required to give Constitution Hill authority in writing to verify their Tax Compliance Status from SARS. This authorisation must include the bidder's tax compliance status reference number and a PIN issued by SARS.</li> </ul> <p><b>NB: No bid will be awarded to any person / entity whose tax matters have not been declared by the South African Revenue Service to be in order.</b></p>			
2	<p><b>SBD3:</b></p> <ul style="list-style-type: none"> <li>• <b>Pricing Schedule / s</b></li> <li>• Attach Supporting documents</li> </ul>			
3	<p><b>SBD4:</b></p> <ul style="list-style-type: none"> <li>• <b>Declaration of Interest form</b></li> <li>• Form duly completed and signed</li> </ul>			
4	<p><b>SBD6.1:</b></p> <ul style="list-style-type: none"> <li>• Preference Claim Forms in terms of Preferential Procurement Regulations AND</li> <li>• Accredited and Valid BEE certificates.</li> <li>• SBD6.1 must be completed when claiming for BEE points</li> </ul>			
5	<p><b>SBD8:</b></p> <ul style="list-style-type: none"> <li>• <b>Declaration of Bidder's Past Supply Chain Practices</b></li> <li>• Form duly completed and signed</li> </ul>			
6	<p><b>SBD9:</b></p> <ul style="list-style-type: none"> <li>• <b>Certificate of Independent Bid Determination</b></li> <li>• Form duly completed and signed</li> </ul>			
7	<p><b>SBD10:</b></p> <ul style="list-style-type: none"> <li>• <b>Non-Disclosure Agreement</b> - Form duly completed and signed</li> </ul>			

#	Other Returnable Documents and Information	Main Bidder Yes / No	JV Partner Yes / No	Sub –Contractor Yes / No
7	<b>SBD 11:</b> <ul style="list-style-type: none"> <li><b>Record of Addenda</b></li> <li>issued to bidders before the bid closing date</li> <li>To be completed only if Constitution Hill issued addenda</li> </ul>			
8	<b>SBD 12:</b> <ul style="list-style-type: none"> <li>Authority for Signatory Form duly completed and signed</li> </ul>			
9	<b>SBD 13</b> <b>Declaration of correctness and Acceptance of Constitution Hill terms and conditions</b> <ul style="list-style-type: none"> <li>Duly completed and signed form</li> <li>Duly authorised representative to initial at the bottom of each page of the Bid as acceptance of the terms and conditions.</li> </ul>			
10	<b>Annexure A:</b> <ul style="list-style-type: none"> <li>Certified copies (<b>Copy with original stamp</b>) of your CIPC entity (Close Corporation, Ltd, Pty Ltd, Trust registration documents listing all members/shareholder/trustees with percentages, in case of a CC or Pty</li> </ul>			
11	<b>Annexure B:</b> <ul style="list-style-type: none"> <li>Certified copies of South African <b>Identity Documents</b> or Valid Passports of Members / Directors / Owner / s (In a case of a sole proprietor or Partnership)</li> </ul>			
12	<b>Annexure C:</b> <ul style="list-style-type: none"> <li>Shareholders / Member / Partner information -</li> <li>Provide Certified copies (<b>Copy with original stamp</b>) of latest Share Certificate / s or Share breakdown</li> </ul>			
13	<b>Annexure D:</b> <ul style="list-style-type: none"> <li>A partnership letter/ Partnership agreement (In case of a Partnership)</li> </ul>			
14	<b>Annexure E:</b> <ul style="list-style-type: none"> <li>A Joint Venture Agreement in case of a Joint Venture</li> </ul>			
15	<b>Annexure F:</b> <ul style="list-style-type: none"> <li>Response to Functionality Table requirements</li> </ul>			
16	<b>Annexure G:</b> <ul style="list-style-type: none"> <li>Company Profile / s (Bidder and where applicable sub-contractor)</li> </ul>			
17	<b>Annexure H:</b> <ul style="list-style-type: none"> <li>Bidder's Trade Reference letters</li> </ul>			

See attached SBD 1 form to be filled



1. Any legal person<sup>o</sup> (see note at bottom of the page) , including persons employed by the state<sup>1</sup>, 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:
  - 1.1 the bidder is employed by the state; and / or
  - 1.2 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. In order 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 or her representative	:	
2.2	Identity Number	:	
2.3	Position occupied in the Company (Director, Trustee, Shareholder)	:	
2.4	Company Registration Number	:	
2.5	Tax Reference Number	:	
2.6	VAT Registration Number	:	

**<sup>o</sup>Legal Person: an individual, company, or other entity which has legal rights and is subject to obligations. | Page 33**

3. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in Paragraph 4 below.

3.1 Are you or any person connected with the bidder presently employed by the state?  Yes  No

3.1.1 If so, furnish the following particulars:

- 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

3.2 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

3.2.1 If yes, did you attach proof of such authority to the bid document?  Yes  No

3.2.2 If no, furnish reasons for non-submission of such proof.

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

3.3 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

3.3.1 If so, furnish particulars

3.4 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

3.4.1 If so, furnish particulars

3.5 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

3.5.1 If so, furnish particulars

3.6 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

3.6.1 If so, furnish particulars

4. Full details of Directors / Trustees / Members / Shareholders

Full Name	Identity Number	Personal Tax Reference Number	Employee / Personnel Number

5. Declaration

I, the undersigned (name).....  
 certify that the information furnished in Paragraphs 2 and 3 above 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.

**Bidder Name** :

**Name** :

**Position** :

**Signature** :

**Date** :

**Definition:**

**“State” means:**

- a. any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. any municipality or municipal entity;
- c. provincial legislature;
- d. national Assembly or the national Council of provinces; or
- e. Parliament.

**“Shareholder” 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**

**Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011**

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, 2011.**

**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

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

1.3 Preference points for this bid shall be awarded for:  
 (a) Price; and  
 (b) B-BBEE Status Level of Contribution.

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

	Points
1.3.1.1 Price	80
1.3.1.2 B-BBEE Status Level Of Contribution	<u>20</u>
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder
- 2.12 “**non-firm prices**” means all prices other than “firm” prices
- 2.13 “**person**” includes a juristic person
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3 ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 3.3 Points scored must be rounded off to the nearest 2 decimal places
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 The 80/20 Preference Point Systems**

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P<sub>s</sub> = Points scored for comparative price of bid under consideration

P<sub>t</sub> = Comparative price of bid under consideration

P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming annual Total Revenue and Level of Black Ownership.
- 5.3 Bidders other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

**6. BID DECLARATION**

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

**6.1 B-BBEE status level of contribution claimed in terms of Paragraphs 1.3.1.2 and 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**6.2 Sub-Contracting**

6.2.1 Will any portion of the contract be sub-contracted? *(tick applicable)* Yes No

6.2.2 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? Attach sworn affidavit :

7 **DECLARATION WITH REGARD TO COMPANY / FIRM**

7.1 Name of Company / Firm : \_\_\_\_\_

7.2 VAT Registration Number : \_\_\_\_\_

7.3 Company Registration Number : \_\_\_\_\_

7.4 Type Of Company / Firm (Tick Applicable Box)

- |   |   |
|---|---|
| <input type="checkbox"/> Partnership / Joint Venture / Consortium | <input type="checkbox"/> One person business/sole propriety |
| <input type="checkbox"/> Close corporation                        | <input type="checkbox"/> Company                            |
| <input type="checkbox"/> (Pty) Limited                            |   |

7.5 Describe Principal Business Activities : \_\_\_\_\_

7.6 Company Classification (Tick Applicable Box)

- |  |  |
|--|--|
| <input type="checkbox"/> Manufacturer                  | <input type="checkbox"/> Supplier  |
| <input type="checkbox"/> Professional service provider | <input type="checkbox"/> Other service providers, e.g. transporter, etc. |

7.7 Total number of years the company / firm has been in business?

7.8 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, 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 contribution 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 forward the matter for criminal prosecution.
- v. (If the B-BBEE status level of contribution 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 forward the matter for criminal prosecution.



7.9 Witnesses:

1.		
2.		<i>Signature / s of Bidder / s</i>

Date : .....

Address : .....

## **B-BBEE INFORMATION**

Insert sworn affidavit(s) and / or Certified copy or original B-BBEE certificates as prescribed by the B-BBEE act here.

To Be Completed By Bidder

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**5 Certification**

I, the undersigned (name) .....  
certify that the information furnished on the 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.

<b>Bidder Name</b>	:	
<b>Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**SBD9**

I, the undersigned, in submitting the accompanying bid:

Appointment of service provider to provide landscape and architectural design and construction supervision and administration services for the Peoples Park at Constitution Hill 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 Bidding Company)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>Bidder Name</b>	:	
<b>Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

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

This Non-Disclosure Agreement is entered into between:

1. Bidder Name :

Herein represented by :

Identity Number / Registration Number :

and

2. Bid Requestor : Constitution Hill Development Company

Herein represented by :

Identity Number / Registration Number :

**1. THE PARTIES**

1.1 The parties to this agreement are:

1.1.1

.....

1.1.2 Constitution Hill Development Company

**2. INTERPRETATION**

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context

2.1.1 Words importing:

2.1.1.1 *Any one gender include the other two genders*

2.1.1.2 *The singular include the plural and vice versa*

2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa*

2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.2.1 Confidential Information:

2.2.1.1 *Any information or other data of whatsoever nature relating to Constitution Hill Development Company and the affiliated airports may disclose or provide to*

*pursuant to this agreement, whether written, graphical or oral, including but not limited to*

2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures

2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies

2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential

2.2.1.1.4 Products, drawings and plans

2.2.1.1.5 Marketing information of whatsoever nature or kind;

2.2.1.1.6 Financial information or whatsoever nature or kind



- 2.2.2 Parties:
- 2.2.2.1 ..... *and the Constitution Hill Development Company* .....
- 2.3 A reference to a third party includes that party’s successors and permitted assigns
- 2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time
- 2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement
- 2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day

**3 RECITALS**

- 3.1 The Constitution Hill Development Company will disclose certain confidential and proprietary information and data to ..... , for the purposes of devising a proposal on the independent environmental compliance auditing and reporting for the Constitution Hill Development Company.

**4 BASIS OF DISCLOSURE OF INFORMATION**

- 4.1 ..... acknowledges that .....
- 4.1.1 The undertakings given by it are absolutely essential to protect the interests of the Constitution Hill Development Company
- 4.1.2 The unauthorized use or disclosure of the confidential information disclosed to it may lead to the Constitution Hill Development Company suffering very substantial and irreversible damages

**5 UNDERTAKINGS**

- 5.1 ..... undertakes .....
- 5.1.1 To use the confidential information disclosed to it solely for the purposes of assessing the data for devising a proposal on conducting an independent environmental compliance auditing; and no other purpose whatsoever
- 5.1.2 To treat as confidential and not to disclose any confidential information to any person whatsoever
- 5.1.3 To take all reasonable steps to prevent the copying of the said confidential information by any means without the prior written approval of the Constitution Hill Development Company
- 5.1.4 To conduct research in the utmost good faith
- 5.2 The undertakings contained in 5.1 will apply during the operative period and indefinitely thereafter
- 5.3 The above undertakings will not apply to any confidential information
- 5.3.1 Which is already known or in the possession of ..... at the time of the discussion relating to the proposed research, provided such possession is evidenced by the written records of ..... existing at the date hereof.

5.3.2 Which has become part of the public domain by publication or otherwise, other than by negligence or default of .....or by the breach of this agreement by .....

5.3.3 Which has lawfully become known by ..... of ..... on a non-confidential basis from a source (other than the other party) having the legal right to disclose the confidential information

**6. ARBITRATION**

6.1 Any dispute arising from or in connection with this agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Durban

6.2 This clause 6 shall be severable from the remaining provisions of this agreement and shall continue to be of application, notwithstanding the cancellation or purported cancellation or termination of this agreement.

**7 NOTICE**

7.1 Any written notice in connection with this agreement may be addressed

7.1.1 In the case of:  
Constitution Hill Development Company  
11 Kotze Street  
The Old Fort  
Braamfontein  
South Africa

7.1.2 In the case of

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

7.2 The notice shall be deemed to have been duly given: 14 days after posting, if posted by registered post to the party’s address in terms of this sub-clause

7.3 On delivery, if delivered to the party’s physical address in terms of this sub-clause or the next sub-clause dealing with the service of legal documents

7.4 On despatch, if sent to the party’s then Telefax number and confirmed by registered letter posted no later than the next business day

7.5 A party may change that party’s address and Telefax number for this purpose, by notice in writing to the other party

7.6 The parties choose the following addresses at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilium citandi et executandi)

7.6.1 In the case of:  
Constitution Hill Development  
Company South Africa  
11 Kotze Street  
Braamfontein

7.6.2 In the case of

**8. GENERAL**

- 8.1 This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of this agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement
- 8.2 Neither party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement
- 8.3 No contract varying, adding to, deleting from, notating or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties
- 8.4 No indulgence granted by a party shall constitute a waiver or abandonment of any of the party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future
- 8.5 Save as set out in this agreement, neither party may cede rights nor delegate any obligations in terms of this agreement without the written consent of the other party

**9. ACCEPTANCE**

In Witness Whereof, this Agreement has been executed by each of the parties as of the date first set forth above

<b>Signed at</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>On date</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>Service Provider</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>Witnesses 1</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>Witnesses 2</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>Signed at</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>On date</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>CONSTITUTION HILL</b>	:	<div style="border: 1px dashed black; padding: 2px;">Constitution Hill Development Company</div>
<b>Witnesses 1</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>
<b>Witnesses 2</b>	:	<div style="border: 1px dashed black; height: 30px;"></div>

**RECORD OF ADDENDUM TO THE BID DOCUMENTS**

**SBD11**

Bidder must complete the table below in the event that clarification, additional information or revised bid document of part thereof was issued to bidders after the tender issue/ briefing meeting date.

We confirm that the following communications received from the Constitution Hill Development Company – Procurement Representative before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

#	Date	Title or Details

**Bidder Name**

:

**Name**

(of person authorised to sign on behalf of the Bidder)

:

**Position**

:

**Signature**

:

**Date**

:

**Fill in the relevant portion applicable to the type of organization**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the board of Directors on : \_\_\_\_\_

Mr / Mrs / Ms : \_\_\_\_\_

whose signature appears below) has been duly authorised to sign all documents in connection with this Tender on behalf of

Name of Company : \_\_\_\_\_

In his / her capacity as : \_\_\_\_\_

Signed on behalf of the Company : \_\_\_\_\_

Signature : \_\_\_\_\_

Witness : \_\_\_\_\_

Date : \_\_\_\_\_

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

I, the undersigned : \_\_\_\_\_

hereby confirm that I am the sole owner of the business trading as:

Name of Company : \_\_\_\_\_

Signature : \_\_\_\_\_

Witness : \_\_\_\_\_

Date : \_\_\_\_\_

**C. PARTNERSHIP**

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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the partners in the business trading as :

hereby authorise :

to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of

Signature :

Date :

Signature :

Date :

Signature :

Date :

**AUTHORITY FOR SIGNATURE**

**SBD12**

**D. CLOSE CORPORATION**

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

By resolution of members at a meeting held on : \_\_\_\_\_

Mr / Mrs / Ms : \_\_\_\_\_

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Close Corporation.

Name of Close Corporation : \_\_\_\_\_

In his / her capacity as : \_\_\_\_\_

Signed on behalf of Company : \_\_\_\_\_

Signature : \_\_\_\_\_

Witness : \_\_\_\_\_

Date : \_\_\_\_\_

**AUTHORITY FOR SIGNATURE**

**SBD12**

**E. CO-OPERATIVE**

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

By resolution of members at a meeting held on : \_\_\_\_\_

Mr / Mrs / Ms : \_\_\_\_\_

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Co-Operative.

Name of Co-Operative : \_\_\_\_\_

In his / her capacity as : \_\_\_\_\_

Signed on behalf of the Co-Operative : \_\_\_\_\_

Signature : \_\_\_\_\_

Witness : \_\_\_\_\_

Date : \_\_\_\_\_



**F. JOINT VENTURES**

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

Authority to sign on behalf of the Joint Venture:

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

--

Mr / Mrs / Ms : 

--

Mr / Mrs / Ms : 

--

whose signatures appear below, has been authorised to sign all documents in connection with this bid on behalf of this Joint Venture.

Name of Joint Venture : 

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Name : 

--

In his / her capacity as : 

--

Signed on behalf of Company : 

--

Signature : 

--

Date : 

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Name : 

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In his / her capacity as : 

--

Signed on behalf of Company : 

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Signature : 

--

Date : 

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**G. CONSORTIUM**

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

Authority to sign on behalf of the Consortium:

By resolution of Consortium partners at a meeting held on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Consortium

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

**DECLARATION OF CORRECTNESS OF BID AND ACCEPTANCE OF CONSTITUTION HILL TERMS AND  
CONDITIONS** **SBD 13**

<b>Bidder Name</b>	:	<input type="text"/>
<b>Authorised Signatory Name</b>	:	<input type="text"/>
<b>Position</b>	:	<input type="text"/>
<b>Signature</b>	:	<input type="text"/>
<b>Date</b>	:	<input type="text"/>

Hereby declare that the information furnished in the bid is entirely true and correct; and the bid is submitted on condition that the Bidder; its facilities, etc., shall at any stage be subject to inspect.