


Department:	Supply Chain Management	
Document no:	CONHILL/01/FAC-SEC/2020	
Name of Document:	Standard bid document (open tender)	

DIGNITY
JUSTICE
RESPECT
FREEDOM
EQUALITY
DIVERSITY
DEMOCRACY

CONSTITUTIONHILL

CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD


INVITATION FOR AN OPEN TENDER TO PROVIDE SECURITY SERVICES AT CONSTITUTION HILL FOR A PERIOD OF 3 YEARS (36 MONTHS) WITH AN OPTION FOR AN ADDITIONAL 12 MONTHS.

BID NUMBER: CONHILL/01/FAC-SEC/2020

DATE ISSUED	23 OCTOBER 2020
CLOSING DATE	13 NOVEMBER 2020
COMPULSORY SITE BREIFING TIME	28 OCTOBER 2020 11:00 AM
BREIFING VENUE	CONSTITUTION HILL DEVELOPMENT COMPANY 11 KOTZE STREET BRAAMFONTEIN JOHANNESBURG THE OLD FORT BUILDING HUMAN RIGHTS BOARDROOM

BID VALIDITY PERIOD: 120 DAYS

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

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BID SUBMISSION REQUIREMENTS: Technical & Financial (2 copies: 1 original and 1 copy) and 1 soft copy.

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

NB ENCLOSE SBD 1 IN ENVELOPE 1 (DO NOT show pricing) AND SBD 3 IN THE PRICING ENVELOPE (RECORD YOUR PRICING)

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


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

Constitution Hill Development Company

The Old Fort Building (Johannesburg Fort)

11 Kotze Street, Braamfontein,


Johannesburg, 2000

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MINIMUM DOCUMENTS REQUIRED

If any of the following bid forms are not completed, or not signed, or not handed in with your bid proposal, or not accompanied by supporting documents (as part of the bidder's response to the bid specification) before or by the closing date and time, your proposal will not be accepted for evaluation.

Minimum Documents required for this BID	Instructions for Bidder's Attention	Submitted (Yes /No)
Central Supplier Database (CSD) Summary Report	Proof of CSD registration	
SBD 1 (Invitation to Bid – and Bid Price Statement)	Make sure it is completed & signed	
SBD 2 (Tax compliance verification pin) – Tax Status	Tax Status must be active on CSD &/or e-filing (status will be validated again during evaluation stage)	
SBD 3 (Pricing Schedule)	Filled and signed – ZAR currency only – Firm Price	
SBD 4 (Declaration of Interest)	Make sure it is completed and signed	
SBD 6.1 (Preferential Points Claim Form)	Make sure it is completed and signed	
SBD 6.2 (Local Production & Content)	Make sure it is completed and signed	
SBD 8 (Declaration of Service Provider's past Supply Chain Management Practices)	Make sure it is completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Bidder to ensure that the form/documents is completed and signed	
CIPC - Company Registration Documentation	<ol style="list-style-type: none"> 1. Certificate of Registration, 2. Change of Name Certificate (if applicable), 3. Register of Directors and 4. most current Registered Business Address 	
Completed Price List	All mentioned items must be priced as prescribed without any alterations	
Original Bank Stamped Letter not older than three (3) months	Make sure it is provided	
VAT Registration Certificate (VAT103)	Tax Status must be active (status will be validated during evaluation stage)	
B-BBEE Certificate/s or B-BBEE Affidavit for exempted entities (Turnover less than R10 million)	Where B-BBEE Certificates are applicable, Bidders must submit photocopies of the bidder's BBEE Certificate which has been certified by a commissioner or oaths	
Company Profile and resources allocated to the project	Attach Company's profile which indicates number of years of	

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	service and the organogram of the resources to be allocated to the project.	
Certified Copies of Identity Documents	For all current Owner/s Shareholders/ Directors, Members (if Close Corporation)	
Copy of Board Resolution or Company Power of Attorney, authorising the person signing this bid response	Please attach this support.	
<p>Financial Standing - Submission <u>of any</u> of the following, must not be older than 3 months:</p> <ul style="list-style-type: none"> ➤ A Certified Letter or Original Letter from the Bidder's Appointed Accountant or CEO certifying that the Bidder is in a Financially Sound Position and that there are no Pending Liabilities or Court Cases logged against the Bidder, or ➤ Original Bank Stamped Letter with at-least Bank Code D Rating or better ranking. 	Failure to submit will result in disqualification	



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ANNEXURE A	General Conditions of Contract
ANNEXURE B	SHEQ specification

IF ANY OF THE ABOVE-MENTIONED CONDITIONS ARE NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID

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

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PART A

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A1: INVITATION TO BID

SBD1


You are hereby invited to bid for the requirements of the CONSTITUTION HILL DEVELOPMENT COMPANY (SOC) LTD					
Bid no:	CONHILL/01/FAC-SEC/2020	Closing Date:	13 NOVEMBER 2020	Closing Time:	11:00am
Description:	INVITATION FOR AN OPEN TENDER TO PROVIDE SECURITY SERVICES AT CONSTITUTION HILL FOR A PERIOD OF 3 YEARS WITH AN OPTION FOR AN ADDITIONAL 12 MONTHS.				
Bid response documents may be deposited in the bid box situated at (street address):					
SCM OFFICE AREA					
CONSTITUTION HILL DEVELOPMENT COMPANY					
THE FORT BUILDING (JOHANNESBURG OLD FORT)					
11 KOTZE STREET, BRAAMFONTEIN					
JOHANNESBURG 2000					
Bidding procedure enquiries may be directed to:			Technical enquiries may be directed to:		
Contact Person	Ayanda Nhlapho		Contact Person	Ayanda Nhlapho	
Telephone no	011 381 3106		Telephone no	011 381 3106	
Facsimile no			Facsimile no		
E-mail Address	ayanda@conhill.org.za tenders@conhill.org.za		E-mail Address	ayanda@conhill.org.za tenders@conhill.org.za	
Closing date for Enquiries: 02 NOVEMBER 2020					
Supplier Information					
Company Name					
Company / CC Registration no					
CIDB Registration no (if applicable)					
Tax Registration no					

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Postal Address			
Street Address			
Telephone no	Code		Number
Cell Phone no			
Facsimile no	Code		Number
E-Mail Address			
Main Contact Person			
Name			
Position			
Telephone no	Code		Number
Cell Phone no			
Facsimile no	Code		Number
E-Mail Address			


A1.1 TERMS AND CONDITIONS FOR BIDDING

- 1. Bid Submission:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL SBDFORMS PROVIDED – (NOT TO BE RE-TYPED) (i.e. in both hard copy and electronic)**
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT AND THE FOLLOWING CONDITIONS:
 - 1.3.1. Constitution Hill Development Company (SOC) Ltd (“Conhill”) considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to Conhill. All information contained in any subsequent documentation shall be marked “COMPANY CONFIDENTIAL”.
 - 1.3.2. All the documentation submitted in response to this invitation to bid must be in English.
 - 1.3.3. The service provider should verify the numbers of the pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by Conhill regarding anything arising from the fact that pages are missing or duplicated.
 - 1.3.4. Please make proper division and clearly reference/index your bid document and bid supporting documents attached.
 - 1.4. **Tender responses should be submitted as follows:**
 - 1.4.1. 2 HARD COPIES (1 X ORIGINAL + 1 COPY) and electronic copy inserted in a sealed

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envelope/package endorsed, “**CONHILL/01/FAC-SEC/2020**” with service provider’s details on the back of the envelope or on the side. The sealed envelope/package must be placed in the bid box located in the SCM OFFICE area Constitution Hill Development Company, The Old fort Building (Johannesburg Fort) 11 Kotze Street, Braamfontein, before the closing date and time.

- 1.4.2. In an electronic device (i.e: USB, DVD, etc) and be inserted inside the sealed envelope/package to be submitted as per 1.4.1 above.
- 1.4.3. The closing date, company name and the return address must also be endorsed on the back or side of the properly sealed envelope. If a courier service company is used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the CONHILL Bid Box. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and CONHILL accepts no responsibilities in this regard.
- 1.4.4. All bid documents must be submitted in hard copies in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.
- 1.4.5. Amended bids may be made, in an envelope clearly marked “Amendment to bid no **“CONHILL/01/FAC-SEC/2020”**”, to represent the original document as the “replacement bid” and should be placed in the bid box before the closing date and time. An amendment bid without original bid documents deposited in the CONSTITUTION HILL’s Bid Box will not be considered. In such a case, only the amended bid document will be assessed in accordance with the bid criteria of this tender bid request. Under no circumstances will CONHILL be using or can the service provider rely on any information as contained in the original bid documents once replaced.
- 1.4.6. It is the bidders responsibility to ensure the accuracy of information submitted in both hardcopy and soft copy and that ConHill reserve the right to decide which source of information to rely on in case there is contradicting information or omissions between hard copy and soft copy submitted documents.
- 1.5. The service provider is responsible for all the cost that they might incur related to the preparation and submission of the bid document.
- 1.6. CONHILL reserves the right not to accept the lowest bid price of any bid in part or in whole. It normally awards the contract to the service provider who proves to be fully capable of handling the contract in terms of outputs and services that are advantageous to the aims, goals and objectives of the CONHILL.
- 1.7. CONHILL also reserves the right to award to a company that is B-BBEE (Broad Based Black Economic Empowerment) compliant or may award this bid on the conditions that a joint venture with an empowerment company is formed.
- 1.8. CONHILL also reserves the right to cancel or award this bid as a whole or in part
- 1.9. CONHILL reserves the right to, amongst other things, conduct unscheduled or otherwise scheduled site visits to the places of business of the respective bidding companies to satisfy itself as to the validity of the information provided on this bid document. Any finding or observation made, at the sole discretion and interpretation of CONHILL, which appears to be inconsistent with any information as furnished by the service provider in its bid documentation, will lead to the immediate disqualification of such a service provider from the bidding process.
- 1.10. CONHILL reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against the CONHILL or have been blocked for poor performance on CONHILL’s vendor database.
- 1.11. Responses to this tender received from a service provider will be valid for a period of 120 days counted from the closing date of the tender.
- 1.12. The successful bidder will be required to fill in and sign a written contract form (SBD7).

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2. Tax Compliance Requirements

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

3. Evaluation Process

- 1.1 The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation.
- 1.2 This bid will be evaluated in terms of the following stages:
 - a) Mandatory criteria- Evaluation for mandatory (compliance) criteria
 - b) Evaluation in terms of functionality and bidder's presentation as part of the tender
 - c) Evaluation in terms of 80/20 preference point system
 - d) Compulsory site visit

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

DECLARATION

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

Signature of Authorised Representative


Date

Commissioner of Oaths

Stamp:



Signature

Date

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TOTAL BID PRICE...BIDDERS NOT TO COMPLETE THIS SECTION AS IT FORMS PART OF ENVELOPE 2 (FINANCIAL PROPOSAL)

Bidders are encouraged not to include their pricing on the soft copy submission for protection of their quotes until they reach the pricing evaluation stage. ConHill accepts no responsibility for any price viewed from the soft copy submission. In the event the bidder wishes to clarify their calculation through a soft copy, they are encouraged to do so by putting their pricing in a different electronic device sealed to manage price viewing.

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A2. TERMS OF REFERENCE AND SCOPE OF WORK

1. INTRODUCTION

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

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

2. CLOSING DATE

The closing date for the submission of proposals 13 November 2020

3. TENDER DOCUMENTS MARKING

- 3.1. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- 3.2. Tenders SBD forms must be completed in black ink
- 3.3. Bidders will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 3.4. **Each tender, 2 hard copies (1 original and 1 copy) and 1 electronic copy,** must be submitted in envelope 1 (**Please clearly mark which one is the original**) with the following markings:



Tender Number: CONHILL/01/FAC-SEC/2020

Description: INVITATION FOR AN OPEN TENDER TO PROVIDE SECURITY SERVICES AT CONSTITUTION HILL FOR A PERIOD OF 3 YEARS 36 MONTHS WITH AN OPTION FOR AN EXTENTION FOR AN ADDITIONAL 12 MONTHS.

Closing Date: 13 November 2020

Name of Company: (Bidder):
.....

Contact Person: (Bidder):
.....

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(Contacts Numbers):

(e-mail):


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

Hand delivered to:	Couriered to:
The locked tender box located in the SCM Office Area at: Constitution Hill Development Company The Old Fort Building (Johannesburg Fort) 11 Kotze Street, Braamfontein, Johannesburg, 2000	The Manager: Supply Chain Management Constitution Hill Development Company The Old Fort Building (Johannesburg Fort) 11 Kotze Street, Braamfontein, Johannesburg, 2000

- 3.6. Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- 3.7. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed/deposited into the bid box. Constitution Hill will not be held responsible for any delays where bid documents are handed to the Constitution Hill Receptionist.
- 3.8. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Constitution Hill reserves the right not to evaluate any late bid response.
- 3.9. Amended bids may be sent in an envelope marked "Amendment to bid CONHILL/01/FAC-SEC/2020" and should be placed in the bid box before the closing time.
- 3.10. All inquiries must be directed, in writing only, to: The Supply Chain Management Officer Miss Ayanda Nhlapho. E-mail: ayanda@conhill.org.za

4. SECURITY AND INTEGRITY CLEARANCE

All information documents, records and books provided by Constitution Hill to any tenderer, in connection with the invitation to tender or otherwise, are strictly private and confidential.

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These must not be disclosed by any tenderer to any third party, except with the express consent of Constitution Hill, which will be granted in writing prior to such disclosure. Constitution Hill, however, reserves the right to disclose any information provided by any tenderer to any of the employees of Constitution Hill, for successful tenders.

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

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

4.1. False Information


Should the Tenderer provide and/or provides Constitution Hill intentionally or negligently with false and/or misleading information or intentionally or negligently omitted any material fact that may have rendered any statement made by the Tenderer misleading, in connection with this Tender Request for Proposal or supporting information or any subsequent requests for information and/or such misleading and/or false information and/or omission of any material fact induced Constitution Hill in awarding the Tender and/or concluding any subsequent agreement shall entitle Constitution Hill in its sole discretion forthwith to disqualify the Tenderer and/or to immediately terminate any agreements subsequently entered into without prejudice to any of the rights Constitution Hill has in terms of such agreement and/or any law.

4.2. VAT, Duties and Other Taxes

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

5. SPECIAL TENDER CONDITIONS

- a. This tender and its acceptance will be subject to the terms and conditions described below.
- b. Constitution Hill is/will not be liable for any costs incurred in preparation and delivery of tenders.
- c. All documents, samples and materials submitted as part of a tender becomes the property of Constitution Hill, and yet in any event Constitution Hill will not be liable for loss or damage to any documents, samples and materials submitted.

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5.1. Tender Surety

Constitution Hill requires no proposal surety, but tenderers should note the conditions set out below. However, Constitution Hill reserves the right to review this position at contractual stages

5.2. Downscaling of Work

Constitution Hill reserves the right to downscale the required services should the need arise. In such cases, Constitution Hill will only downscale such services after every completed contractual period of twelve (12) months. At least three (3) months' notice of such downscaling will be provided to the successful bidder.

5.3. Validity Period

The tender proposal must remain valid for at least 120 days after the tender closing date. All prices indicated in the proposal and other recurrent costs must remain firm for the period of the contract.

5.4. Completeness of Solution

The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.


Notwithstanding any possible shortcomings and / or inconsistency in the specifications, the tenderer must ensure that the solution offered will form a complete, cost effective and functional proposal for the whole project solution.

5.5. Contractual Implications

The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.

5.5.1. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of this tender document and the bidder's response. In the event of any conflict or confusion arising between the terms and conditions of this tender document and the bidder's response, this tender document shall prevail.

5.5.2. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the bidder's response, accordingly the relevant Terms and Conditions of this tender and the bidder's response will be

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incorporated in the subsequent written agreement, unless otherwise provided by Constitution Hill.

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

5.6. Conditions of Payment

Constitution Hill will approve all content reviews and assessments set. No service will be provided to Constitution Hill before an official order has been issued to the supplier and service delivery will be within the specified time scale after the receipt of the official order.


Invoices will become due and payable 30 (thirty) days after receipt thereof. Notwithstanding any provisions in this document, no payment will become due or payable unless the invoice is accompanied with a statement, reconciling all monies already paid and still outstanding.

Bidder shall be responsible for any foreign exchange loss incurred due to currency fluctuations, without having any recourse whatsoever against Constitution Hill for such loss.

A single monthly-consolidated invoice/or invoice(s) in line with agreed billing cycle(s) will be submitted to Constitution Hill for certification and must be supported by all relevant documentation.

5.7. Quality Assurance

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

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5.8. Intellectual Property Rights

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

5.9. Awarding of Contract

Constitution Hill reserves the right to accept or reject any and all bids and to waive any formality in bids. All qualified bids will be evaluated, and acceptance of the bid(s) shall be made and judged by Constitution Hill to constitute the best value offered for the purpose intended.


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

The proposal may be awarded, in part or in full, at the sole discretion of Constitution Hill, to one or more concerns on a non-exclusive basis. Proposals that are qualified by a bidder’s own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal.

Constitution Hill may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. Constitution Hill may also request a demonstration, and bidders must comply with such a request within 72 hours.

6. TERMINATION OF CONTRACT

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

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against Constitution Hill.

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

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

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


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

7. Entity Background

7.1. Introduction

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

Situated on a hill overlooking the bustling Johannesburg city and the leafy suburbs, Constitution Hill provides a unique perspective of Johannesburg and its rich history. The various museums and the Constitutional Court host gripping exhibitions with themes that showcase South Africa's rich heritage, constitutionalism, the transition to democracy,

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and human rights advocacy. Constitution Hill also boasts 18 multipurpose venues spread over three buildings ranging in capacity from 10 to 1 200 guests that may easily be transformed into magical function and event settings.

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

Women's Jail



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

The Old Fort

Its oppressive solitary confinement cells are the focal point of this former jail. It is now a museum, with a permanent exhibition on Nelson Mandela, but also a place of renewal, where exhibitions, functions and conferences are held. View a film documenting Mandela's time at the Old Fort, and his emotional return to Constitution Hill some 40 years later to the Mandela Cell.

Number Four

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

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Aerial view of the site:



7.2. Service request background/objectives.

Constitution Hill is a public enterprise and the physical protection function is regulated by the following acts standards:

- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Criminal Procedure Act, 1977, (Act 51 of 1977), as amended
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Firearms Control Act, 2000 (Act 60 of 2000) and Regulations
- National Key Points Act (Act 102 of 1980) and Regulations
- Control of access to public premises and vehicles act, (act 53 of 1985)
- Minimum Information Security Standards (MISS)
- Minimum Physical Security Standards (MPSS)

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

Facilities Manager’s primary responsibilities include the management of the day-to-day activities of the contracted security guard force. The aim of the new service level agreement is to ensure a credible and professional security service but it must be clear that this contract does not guarantee any work.

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

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


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

A2. TERMS OF REFERENCE AND SCOPE OF WORK

1. Operations

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

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

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Shifts to be covered, shift times:

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

1.1. Detailed Specification

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


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

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

The successful Bidder will be required to enter into a Service Contract (and Service Level Agreement with Constitution Hill or its successor. Regular Performance Appraisals shall form part of the SLA. An outline service level specification is included in **Annexure B**.

In light of any changes as envisaged in the Institutional Arrangements, Constitution Hill reserves the right to cede any contract to any future company that may take over the management of any or all areas of the precinct.

Due future site developments, the requirements for the latter group (balance of the site) may change in the future. In addition, Constitution Hill may at their discretion request the Service Provider to quote for additional requirements at a later date for additional work in these areas.

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1.2. Requirements:

- 1.2.1. The service provider shall furnish, as and when required, properly trained PSIRA (Grades as required) registered guards. The duties of the supplier's guards shall be those specified in the contract and job descriptions.
- 1.2.2. The number of guards to be provided to align with the security plan is set out on **Annexure B**.
- 1.2.3. The service provider shall on a daily basis ensure that 40% of the complement has firearm competency
- 1.2.4. The service provider shall manage the provision of CCTV, security surveillance control room management services. The number of operators to be provided is specified in **Annexure B**.
- 1.2.5. Further, the supplier shall furnish Constitution Hill with one site representative performing site inspections during shifts including holidays. The site representative shall meet with the security shift supervisor on a shift basis to inform him/her of the performance of contact security personnel on duty. The site representative shall be duly responsible for the supervision of the security guards assigned to Constitution Hill.
- 1.2.6. The service provider will also be responsible for assets monitoring, including reconciliation of all assets movements sheets, and submitting these to the Constitution Hill Facilities Manager on a monthly basis.
- 1.2.7. Constitution Hill hosts several meetings and events around the precinct, and it will be the responsibility of the successful bidder to provide the security services for such at an additional cost. This will be on an ad-hoc basis.


1.3. Service Requirements

The service entails primarily the provision of security services to the public spaces of the buildings by a qualified security service provider who can provide suitably skilled staff, well maintained equipment at a cost-effective price.

The provision of the service is required for the buildings listed in Section 8.4 above. The detail therein must however be a guideline and not the exact specification of what is required.

The following should be included:

- The provision of security equipment and labour to all the buildings. Labour is to include the service delivery manager, supervisors, and ordinary labourers required for meeting service obligation, which includes but not limited to:
 - Patrolling of premises,

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- Access control,
 - Screening/scanning of personnel /vehicles
 - Assets monitoring,
 - Personnel and members of the public escorted where required, and
 - Protection to buildings and general crime prevention measures as agreed upon.
- CCTV monitoring
 - Patrol guards
 - Armed response- offsite
 - Adhoc events


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

1.4. Security Equipment


- 1.4.1. Supply of uniforms – company uniform must contain two logo's, that of the company itself as well as the PSIRA ID card. (PSIRA 13.1).
- 1.4.2. Patrol tracking system to be implemented at the Constitution Hill precinct.
- 1.4.3. Equipment must include baton, handcuffs, pen, pocketbook and flashlight/torch.
- 1.4.4. Personal protective equipment (PPE)
- 1.4.5. Fully equipped with rain gear.
- 1.4.6. Hand-held radios (base radios).
- 1.4.7. Reflective jackets/vests must be worn by all officers on the perimeter and pavements/streetways
- 1.4.8. Segway for the Supervisor/Site Representative for routine spot checks
- 1.4.9. Panic button

1.5. Service Provider's Work Plan

- 1.5.1. The bidder must submit together with its tender a complete work plan in which, amongst others, the following should be indicated:

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- a. The number of security officers that will be deployed for the provision of security services.
 - i. How the security officer will execute their work within Constitution Hill, including duty rosters.
 - ii. When uniforms will be issued to the security officers in the three (3) year period;
 - iii. When and how security officers will be trained in the three (3) year period;
 - iv. Draft a monthly report, which will be submitted to Constitution Hill Management on the 15th of every month.
 - v. Draft the quarterly report (the report which includes the payment of UIF, COIDA/WCA, provident fund, any allowances and copies of monthly pay slips for all officers on site) and submit to the facilities manager on the 15th of the third month;
 - vi. Monthly management meetings will be held with Constitution Hill Facilities Manager and Service provider;
 - vii. Weekly schedule for the operational meeting be held with the Facilities Manager.
- b. The plan should indicate all activities to be performed during the three (3) year period, the dates and person responsible for the execution and submission should be reflected on the plan.
- c. The work execution plan should start from a meeting of taking over the site until the hand-over meeting on the last day of contract.
- d. The exchange of any security officers may only be executed with prior consent, with at least 24 hours' notice, of the Constitution Hill Facilities Manager.
- e. Security officers supplied to render the cleaning services must be trained to the standard set by the PSIRA.
- f. The security officers must, at a minimum, be able to properly communicate and be able to correctly address Constitution Hill personnel and clients when addressed. A good understanding of communication skills is also essential.
- g. The name and contact details of the Service Delivery Manager as a single point of contact.
- h. Ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

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- i. Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified from other service providers, Constitution Hill personnel, etc. Constitution Hill reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.
- j. The service provider must supply each employee with a photo identification card. The card must have the following information:
 - i. The name of the firm (service provider)
 - ii. Name of the employee
 - iii. Identity number of the employee
 - iv. Signature of the employee
- k. The card must always be worn to be visible whilst on the premises. The service provider must have enough control over the permits to prevent any unauthorized use thereof. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand.
- l. The security staff must report upon realisation to Constitution Hill Facilities by 08:30 every morning, any defects in and to area concerned e.g. blocked toilets/urinals, broken windows etc. during the cleaning of the building.
- m. In the event of a security staff member being on planned leave of any nature as allowed by the Basic Conditions of Employment Act, the reliever must commence duty without any interruption of services rendered to Constitution Hill.

The proposed work plan must be supported by the following documents:

- n. Profile of the tenderer indicating the physical address of the Head Office of the company. The branches should be outlined with their physical address, name of contact person and the contact number. Indication of total number of staff at each office breaking it down into permanent officers, temporary officers, supervisors, management/administration staff and directors.
- o. A duly authorised officer of the legal advice must sign the technical proposal verifying the qualifications and competencies of the project team.
- p. Detailed CV's of each proposed personnel assigned to the project, detailing inter alia their relevant operation and experience, verifiable project accomplishments and their availability to the project (maximum 2 pages per person).
- q. The trade references that are relevant to security, CCTV monitoring, and access control should be attached indicating: the name of the company, type of service rendered, duration of rendering such a service, name of contact person and contact number.

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- r. Proof of registration with security's' provident fund.
- s. Proof of compliance should be provided for: Unemployment Insurance Fund, Workmen's Compensation Fund, Compensation for Occupational Injuries and Diseases (COID) Act, Occupational Health and Safety Legislation (Comply with 17.1 & 17.2 for SP's with 20+ employees), and Payment of statutory wages and annual bonuses as per Government Gazette.
- t. Public Liability Cover, greater or equal to R10,000,000.
- u. The proposal must be valid for a minimum of 120 days after the tender closing date.


1.6. Compliance with Labour Regulations

1.6.1. Bidders must be registered with the following:

- a. Unemployment Insurance Fund and the Workmen's Compensation Fund;
- a. Comply with all applicable wage order / sector determination and/or agreement, in terms of the Labour Relations Act No 66 of 1995 (as amended) and or the Basic Conditions of Employment Act No 3 of 1983 (as amended). Proof must be submitted;
- b. Membership certificate of PSIRA;
- c. Latest audited compliance certificate with PSIRA. Proof must be submitted.
- d. Registered for Compensation for Occupational Injuries and Diseases (COID). Proof must be submitted.
- e. Proof of registration for provident fund for security officers.

1.7. General Specification

- 1.7.1. Security officers must always present an acceptable image and appearance while on duty which implies, inter alia, that they may not sit, smoke, be on their mobile phone, eat or drink whilst at their posts.
- 1.7.2. The Supervisors and security officers must always present a dedicated attitude. A dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with clients, visitors/staff or discourteous behavior towards them.
- 1.7.3. The Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.

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1.7.4. The Service Provider must keep proper files as well as appropriate documents of all security officers who are employed for rendering-security services to the Constitution Hill offices for the purpose of inspection.

1.7.5. The appropriate documents shall include, inter alia, the following:

- i. Training Certificates of successfully completed security courses as prescribed by PSIRA;
- ii. Quarterly submission of monthly proof of wages received by employees (to be included in the Quarterly Report); and
- iii. Proof of registration with PSIRA.

1.7.6. No security personnel may be allowed to work a shift longer than twelve (12) hours.

1.8. Notification Requirements

1.8.1. The service provider is required to deliver the notifications as set out in the table below.

Notification	To Who
a. Issues with attendance of staff	Facilities Manager
b. Maintenance items	Facilities Manager
c. Other problems	Facilities Manager

1.9. Recordkeeping and Reporting

1.9.1. The service provider is responsible to obtain, compile, maintain and update the records and documentation related to the security, CCTV monitoring and access control service. All records and documentation remain the property of Constitution Hill, who may request access to it at any stage.


1.9.2. All correspondence is to be communicated, via e-mail, to the Facilities Manager.

1.9.3. All updated documentation is to be forwarded to the Facilities Manager for safe keeping.

1.10. Interaction with Constitution Hill

1.10.1. Constitution Hill requires that the service provider appoint a Service Delivery Manager (SDM) in order to deal with management issues arising out of the relationship.

1.10.2. The SDM will be required to interface with Constitution Hill's Facilities Manager.

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1.10.3. Formal MONTLHY operational meetings will be held with the Facilities Manager.

1.11. Contract Meetings

1.11.1. The service provider 's SDM is to meet on a monthly basis with the Constitution Hill Facilities Manager in order to:

- a. Table the monthly Service provider 's report
- b. Discuss and assess Service provider 's performance through the preceding month
- c. Discuss and agree on the application of penalties in the event of non-performance or non-compliance with the service requirement
- d. Table any reports or notices which may be relevant or required

1.11.2. The meetings are to occur between the 15th and 20th day of every month and the report is to cover matters of the preceding 30 days.

1.11.3. The service provider's SDM is to ensure that the meetings are recorded and that minutes of the meetings are distributed to the Facilities Manager within ONE (1) day of the meeting being held.


1.12. Performance Levels Required and Penalties

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

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

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

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

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1.13. Service Costs and Charges

- 1.13.1. Constitution Hill requires a complete costing charge for all the services called for in this tender and set in the Price Schedule issued together with this tender. The charges and rates are to remain fixed for the term of the envisaged contract and must reflect VAT separately.
- 1.13.2. Annual rates (as publicized in the Government Gazette) would not increase automatically but be approved by Constitution Hill and accepted by the service provider in writing.
- 1.13.3. Constitution Hill reserves the right to request that the existing staff be taken over by the new service provider, prior to the commencement of contract.
- 1.13.4. Charges shall be invoiced separately for each building and/or service type and submitted on a monthly basis to the Facilities Manager. The building name and service month must be clearly indicated. Invoices are to be submitted on or before the 15th of the month and will be settled by Constitution Hill within 30 days of receipt of the invoice(s).
- 1.13.5. Constitution Hill will not pay for any out of scope work completed without an official purchase order.

1.14. Commencement, Completion and Contract Term


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

1.15. Staff

- 1.15.1. Competent, qualified and experienced persons are to perform the service and such persons are employed and supervised by the service provider.

1.16. Sub-Service providers

- 1.16.1. The service provider is to list the intended sub-service providers it envisages using for the delivery of the service. Subcontracted services need to be specified and the subservice provider needs to present all the above information as part of the bid;

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- 1.16.2. Changing current or using new sub-service providers for the delivery of the service is to carry the approval of the Facilities Manager prior to their appointment.
- 1.16.3. Any sub-service providers used are subject to the same terms and conditions as applicable to the service provider.

1.17. Capabilities of the Service Provider

- 1.17.1. Registration with the Registrar of companies and SARS. Proof must be submitted.
- 1.17.2. Registration with the Unemployment Insurance Fund and the Workmen's Compensation Fund. Proof must be submitted.
- 1.17.3. Member of PSIRA. Proof must be submitted.
- 1.17.4. The company is well established and in existence for at least five (5) years.
- 1.17.5. Be able to supply, sustain and manage a sufficient security staff to satisfy the requirements of Constitution Hill.
- 1.17.6. Valid letter of good standing from the Provident Fund.
- 1.17.7. Proof of Skills Development Levy (SDL) payments for the last three months.
- 1.17.8. Proof of most recent Employment Equity report submission, Proof of Work Skills Plan (WSP), Annual Training Report (ATR) submission, and approval letter from SASSETA.
- 1.17.9. Must be a minimum of level 4 B-BBEE Contributor verified in accordance with the codes of Good Practice for B-BBEE issued by the Department of Trade and Industry (DTI).

CCTV maintenance scope of work

1. Monthly service to be conducted, where the following tasks will be carried out:
 - Responses to call outs
 - Emergencies must be within 4 hours and time period for repairs must be within 2 hours
 - Ad hoc call outs before midday – response must be the same day and time period for repairs must be within 4 hours
 - Ad hoc call outs after midday – response must be within 24 hours and time period for repairs must be within 4 hours
2. Technician will ensure the system is fully functional
3. Technician will check all hard drives on the servers and report findings


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4. All cameras are available on the network
5. All cameras are checked for focus and refocused where necessary
6. All cameras shall conform to a minimum of 90 days recording period
7. All cameras are pointing in the correct direction
8. All camera lenses are clean for picture clarity
9. All outdoor housings are secure and sealed
10. Routine physical check on all patch rooms and switches to ensure neatness and functionality
11. Routine cleaning of lens covers will be performed as and when required
12. Skyjack/Cherry picker must be made available where necessary beforehand
13. All discrepancies on any camera will be verified by the duty CCTV controller, documented on the technician's service sheet before rectified and adjusted accordingly
14. A service sheet and checklist must be signed by the technician and attached to the job card upon completion of the service. It will be signed by the Facility Manager to ensure that all cameras worked on were checked.
15. The service provider will be required to attend monthly site meetings at Constitution Hill with the Facility Manager or any representative from Constitution Hill.
16. The service provider needs to submit their invoice to validate the mark-up on spares
17. The cost in the pricing schedule will be fixed for the duration of the contract


1.18. General

- 1.18.1. The successful service provider will report directly to Facilities Management Department.
- 1.18.2. Constitution Hill reserves the right (at their sole discretion) to request the removal of any member of the contractor's staff in the event of consistent poor performance, breaches of site code of conduct and procedures, poor housekeeping, poor business conduct, noncompliance with specification or general unsuitability for the role. If a member of staff is requested to be removed from the site, the contractor will appoint another member of staff without delay.

1.19. Constitution Hill's Rights

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- 1.19.1. Constitution Hill is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bid before the closing date. All bidders, to whom the bid documents have been issued and where Constitution Hill have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on Constitution Hill's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their tender response to ensure that they are kept updated on any amendments in this regard.
 - 1.19.2. Constitution Hill reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to Constitution Hill.
 - 1.19.3. Constitution Hill reserves the right to give preference to an empowerment company and /or may elect to award this bid on condition that a joint venture with an empowerment company is formed. The implications of such arrangement will be subject to negotiations between Constitution Hill and the successful bidder.
 - 1.19.4. Constitution Hill reserves the right to award this bid as a whole or in part without furnishing reasons.
 - 1.19.5. Constitution Hill reserves the right to extend the scope of work relating to this tender to include any of its Subsidiaries if required. The implications of such scope changes will be subject to negotiations between Constitution Hill and the successful bidder.
 - 1.19.6. Constitution Hill reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 1.20. Undertakings by the Bidder
- 1.20.1. The bidder hereby offer to render all or any of the services described in the attached documents to Constitution Hill on the terms and conditions and in accordance with the specifications stipulated in this Bid documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).
 - 1.20.2. Bids submitted by Companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Bid.
 - 1.20.3. The bidder shall prepare for a possible presentation should Constitution Hill require such and the bidder shall be notified thereof in good time before the actual presentation date.
 - 1.20.4. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by Constitution Hill during the validity

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period indicated and calculated from the closing hour and date of the Bid; this offer and its acceptance shall be subject to the terms and conditions contained in this bid document.

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

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


1.21. Reasons for Disqualification

Constitution Hill reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder. However, the bidder will be notified in writing of such disqualification:

- i. bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
- ii. bidders who received information not available to other vendors through fraudulent means; and/or
- iii. bidders who do not comply with **mandatory requirements** as stipulated in this bid document.

1.22. Key Considerations

- 1.22.1. The successful bidder shall comply with all the labour laws, relevant legislation, and regulations applicable to the rendering of these services;
- 1.22.2. The successful bidder's staff shall not disturb the employees of Constitution Hill or make any sort of noise on the premises or within the building;
- 1.22.3. The successful bidder's workers shall always be polite, courteous, well behaved, and honest;
- 1.22.4. The successful bidder shall be fully responsible for any theft, burglary, fire, or any other mischievous deeds committed by its workers;
- 1.22.5. The successful bidder's workers shall not enter-into any unlawful activity within Constitution Hill premises and shall have good moral character;
- 1.22.6. Constitution Hill shall have the right to impose cash penalties on the successful bidder or deduct such amounts from the security deposit as deemed fit in case the Constitution Hill is put to any financial loss directly or indirectly by any act or omission on the part of the successful bidder's works;

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1.22.7. The successful bidder shall be directly responsible for payment of the wages, which should not be less than minimum wages prescribed by the department of labour and statutory benefits available under the rules to its employees. Constitution Hill shall have a right to intervene in the event of any such claim of the persons employed by the successful bidder;

1.22.8. Insurance and accidents of the workers will be the responsibility of the successful bidder;

1.22.9. All the workers of the successful bidder shall be South African citizens, and free from infectious/contagious diseases;

1.22.10. The successful bidder shall ensure that their workers are adequately trained in accordance with the OHS Act, regarding working with chemicals, and safety within the workplace. Proof of such training shall be provided when workers are placed on site. Such training shall always be kept up to date.

1.23. Property provided for the Bidder's use


1.23.1. A lock-up facility will be made available for the safekeeping of equipment to the successful bidders at no cost;

1.23.2. The service provider and staff may use the facilities on the property e.g. toilets, rest rooms, electrical plugs, lighting, and water for the purpose of this contract subject to the rules and policy of Constitution Hill as applicable.

1.24. Professional Indemnity Insurances

1.24.1. The successful bidder will be required to have and maintain a public liability insurance cover of a minimum of R10 000 000.

1.24.2. Constitution Hill will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the contractor or injury of his/her while on site or in the execution of their duties. The service provider will be held responsible for damages of items caused by them at Constitution Hill offices.

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A3: PRICING SCHEDULE – FIRM PRICES SBD 3

Only firm prices will be accepted, non-firm prices, including prices subject to rate of exchange variations will not be considered

Note: Only firm prices in South African Rand ('R') will be accepted.

Name of Bidder _____

Bid number: CONHILL/03/SECURITY/FAC/2019

Offer to be valid for 120 days


Detailed costing must be provided to substantiate the pricing schedule
This pricing must refer to the proposed implementation plan

Note: All costs must be included on the bid price, including **VAT, travel, delivery, 'complete installation', 1-year warranty and all taxes** where applicable, etc.

Important: If there are any exclusions or added services, those must be clearly indicated.

Signature of Bidder

Date

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DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES

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


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

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

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

1.25. Summary of Total Cost

TOTAL BID PRICE	ZAR (including all taxes)	Projected Annual Escalation Percentage
YEAR 1		
YEAR 2		
YEAR 3		
OTHER – SPECIFY		
OTHER – SPECIFY		
OTHER –SPECIFY		
TOTAL PROJECT COST		



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Further breakdown of pricing schedule.

Description		
Monthly service	Monthly cost (excl. VAT)	R
	VAT@15%	R
	Monthly cost (incl. VAT)	R
Additional cost for emergency callouts. Response time-within 4 hours (incl. VAT)	Weekdays 8 am-5 pm	R
	Weekdays after hours (after 5pm)	R
	Weekends/Holidays	R
Additional cost for ad-hoc callouts. Response time-within 4 hours (VAT incl)	Weekdays 8 am-5 pm	R
	Weekdays after hours (after 5pm)	R
	Weekends/Holidays	R
Proposed value adds		

1.26. Pricing Data and Instructions


- 1.26.1. Bidders must price ALL items contained in the Pricing Schedule;
- 1.26.2. The bidder may, at their discretion, provide alternative pricing proposals. In doing so, the bidder must elaborate in detail and should limit alternative proposals to maximum of 2;
- 1.26.3. The cost of installation, site preparation etc. must be included in this proposal as per pricing schedules;

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- 1.26.4. Annual increases on labour and related costs will be effected in line with the Sectoral Determination for Private Security, or as per PSIRA;
- 1.26.5. The rate remains fixed but subject to price escalation on the anniversary of the contract of no more than the percentage as determined by the Department of Labour and/or PSIRA for the labor costs, and no more than CPI as released by Stats SA from time to time for all other costs. This must be agreed and is not automatic (if applicable);
- 1.26.6. The bidder must indicate clearly which portion of the purchase price as well as the monthly costs is linked to the exchange rate (if applicable);

1.27. Pricing for Ad-hoc Requests


Item	Task Description	Hourly Rate per officer (incl VAT)	Annual Escalation %
Provision of Security Services for ad-hoc Conhill events	Events hosted during weekdays (Mondays- Fridays) – during normal working hours (06:00 to 18:00)		
	Events hosted during weekdays (Mondays- Fridays) – after normal working hours (18:00 to 06:00),		
	Events hosted during weekends or public holidays,		

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Description of Services	Monthly Costs	ANNUAL COSTS			TOTAL R
		Year 1	Year 2	Year 3	
1. Security Service - Labour Costs					
1.1. Number of Officers (day shift) refer to resource and posting table					
1.2. Number of Officers (night shift) refer to resource and posting table					
1.3. Supervisory staff per shift (refer to resource and posting table)					
1.4. Service Delivery Manager (refer to resource and posting table)					
2. Security Services - Equipment Costs (refer to Security equipment list)					
2.1. Other specify or attach a supporting schedule.					

Note: you may attach an excel spreadsheet to support this pricing. If any contradiction between the pricing schedule and excel spreadsheet, the submitted data on this pricing schedule will prevail for tender evaluation purposes.

Description of Services	Monthly Costs	Total Annual Year 4
3. Security Service - Labour Costs		
3.1. Number of Officers (day shift)		
3.2. Number of Officers (night shift)		
3.3. Supervisory staff per shift		
3.4. Service Delivery Manager per shift		
4. Security Services - Equipment Costs		
4.1. Other specify or attach a supporting schedule.		

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B1. DECLARATION OF INTEREST

SBD 4


1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this **invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal)**. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - The bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. To give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full name of bidder or his/her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:.....
 - 2.6 VAT Registration Number:.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹State means:

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

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

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

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

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

 Position occupied in the state institution:

 Any other particulars:

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

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

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

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


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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, **YES/NO**

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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?

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

4 Declaration


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

Signature


Date

Position

Name of bidder

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PART C

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2. Selection and Awarding of Agreement

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

Stage	Submission Document	Method of Evaluation	Criteria
Stage 1	ENVELOPE 1	Administrative Compliance	All mandatory documents signed and submitted
Stage 2	ENVELOPE 1	Mandatory Compliance	All mandatory documents submitted
Stage 3	ENVELOPE 1	Functionality – Technical Evaluation Criteria	Minimum score of 60 points
Stage 3.1	ENVELOPE 1	Site Evaluation – Bidder Presentation Evaluation Criteria	Minimum score of 10 points
Stage 4	ENVELOPE 2	Financial – Price & BBBEE	80/20 rule will apply

3. Mandatory criteria

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

3.1. Mandatory requirements


- 3.1.1. Service provider must be PSIRA registered and up to date. **Attach certified certificate**
- 3.1.2. Service provider must be a registered CCTV installer/maintenance. **Attach proof of ECSA registration certificate in electrical for the technician**
- 3.1.3. Unemployment Insurance Fund and the Workmen’s Compensation Fund; attach letter of good standing. Registered for Compensation for Occupational Injuries and Diseases (COID). Proof must be submitted.

4. Functionality Evaluation Stage

Bids shall be evaluated in terms of the following parameters:

4.1.1. Technical

- a. All bid responses that do not meet minimum mandatory requirements requested on the pre-qualification stage will be disqualified and will not be considered for further evaluation on Functionality or Pricing. **The minimum qualifying score for functionality is 60 points for Phase 1. Phase 2 will be bidder presentation with a minimum qualifying score of 10 points out of 15 points, at the bidders control room/centre for those who meet the functionality**


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minimum threshold of 60 points. All bids that fail to achieve the minimum qualifying score on site visits evaluation will not be considered for further evaluation on Price and B-BBEE.


C1. Evaluation criteria

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


No	Quality Criteria	Sub-Criteria	Points Allocation
a.	<p>Reference letters</p> <p>Service Provider is required to provide reference letters related to security services and CCTV maintenance with value, dates, stamped and signed on a company logo.</p>	<p>Each letter will be scored 5 points</p> <p>0 x reference letters – 0 points 1 x reference letters – 5 points 2 x reference letters – 10 points 3 x reference letters – 15 points 4 x reference letters – 20 points</p>	20
Experience of key personnel			
b.	<p>Service Delivery Manager</p> <p>Please provide a comprehensive CV of personnel to be dedicated to the Constitution Hill contract for security services</p> <p>Failure to attach a copy of the CV will result in points being forfeited under this category.</p> <p>The CV must clearly indicate SDM experience in the security industry.</p>	<p>Experience will be scored from 5 years and above</p> <p>Less than 5 years – 0 points 5 to 6 years' experience – 2 points 7 to 8 years of experience – 4 points 9 to 10 years' experience – 6 points 11 to 12 years of experience –8 points 13 and above years of experience – 10 points</p>	10

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c.	<p>Site Supervisor experience</p> <p>Please provide a comprehensive CV of personnel to be dedicated to the Constitution Hill contract.</p> <p>Failure to attach copy of the CV will result in points being forfeited under this category. The CV must clearly indicate site supervisor experience in the security industry</p>	<p>Experience will be scored from 3 years and above</p> <p>Less than 3 years – 0 points 3 years of experience and above – 5 points</p>	5
d.	<p>Staff Complement</p> <p>The company must supply Constitution Hill with the required complement (Attach a roster with full complement. Failure to attach a copy of the CV will result in points being forfeited under this category)</p>	<p>1 x Site Manager Grade A – 2 points</p> <p>4 X Grade B (Dayshift) – 2 points</p> <p>3 x Grade B (Nightshift) – 2 points</p> <p>19 x Grade C (Dayshift) – 2 points</p> <p>12 x Grade C (Nightshift) – 2 points</p>	10
e.	Contingency plan	<p>Bidder to submit a contingency plan for 5 of the following:</p> <ol style="list-style-type: none"> 1. Industrial unrest (National Strike by the Security Industry) 2. Control Room Back-Up 3. Armed attack 4. Bomb threat 5. Theft 6. Hi-jacking 7. Vehicle breakdown 8. Vehicle accidents 9. Bad weather conditions (e.g. rainstorms, flooding, etc.) 10. Provision of additional manpower capacity to assist Con Hill in the event of ad hoc security 	15

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		<p>related operations. e.g. Events, marches and strikes</p> <p>NB: For each risk identified, the bidder will be allocated 1 point and 2 points for each contingency plan towards that risk.</p>	
f.	<p>Operations vehicles (The bidder must provide vehicle registration documents/ lease agreement within the contractual period)</p>	<p>Service provider must provide the necessary vehicles specifically for Constitution Hill contract</p> <p>1 x rapid response team vehicle – 5 points 1 x armed reaction vehicle – 5 points 1 x routine site visits – 5 points 0 x vehicle provided for each of the above – 0 points</p>	15
g.	<p>CCTV maintenance team</p>	<p>Service provider must attach CV's of their technical team (1x supervisor, 1 x help desk technician and 1x service technician and the reporting line (Team Supervisor/Manager; Helpdesk personnel/technician and the technician on the ground)</p> <p>Failure to attach all CV's a copy of the CV will result in points being forfeited under this category</p> <p>Organogram of the department provided = 5 points' CV's of all the technical team attached = 5 points No CV'S attached = 0 points No organogram provided = 0 points</p>	10
TOTAL			85
MINIMUM QUALIFYING POINTS			60

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Only bidders who have complied with all the Functionality Evaluation will be considered for the bidder presentation evaluation.

The bidders must co-operate with our staff to conduct their presentations. The presentations will be evaluated, as per Table C1.1 below. The bids will be disqualified, if it does not meet the threshold of 10points out o15 points for the presentation evaluation.

Bidder Presentation Evaluation will be as follows

C1.1 Evaluation Criteria (Bidder Presentation)

No	Quality Criteria	Sub-Criteria	Points Allocation
h.	Security Control Centre – preferably in Gauteng)	<p>Control Centre Requirements (15 points)</p> <p>The Supplier shall have a fully functional and operational Control Room from which to conduct command and control and deploy operational teams. The Control Room is to be appropriately manned 24 hours a day, seven (7) days a week and 365 days a year for the full duration of the Agreement. The supplier shall provide details of their current Control Room and locations including; (addresses, proof of ownership/valid lease/rental, or bond agreement). These must accompany the tender response documentation).</p> <p>(The Control Rooms shall be evaluated by the Constitution Hill technical evaluation team to determine their functionality, operations and effectiveness. The inspection shall form part of evaluation to those suppliers meeting the threshold. A checklist will be used against the requirements by the evaluation committee).</p> <p>The service provider’s Control Room shall comply with the following requirements:</p> <ol style="list-style-type: none"> Telephone communication via Land Line Fax Machine and Emailing Facilities Cell phone communication Uninterrupted Power Supply (UPS/Generator) Emergency Lighting Torches (fully functional and operational) Road Map: demonstrating their operational footprint. 	15

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	<p>h. Emergency Contact Numbers (internal and external)</p> <p>i. Fire Extinguishers (fully functional, operational and serviced)</p> <p>j. Vehicle Satellite Tracking System</p> <p>k. Control Room Contingency Plans and all work instructions. (General Patrols, Building patrols, parking area patrols, searches).</p> <p>The bidder must present the following as portfolio of evidence to claim points:</p> <p>a) Telephone contract or bill -1 point</p> <p>b) Tax invoice or lease agreement for the fax machine or email -1 point</p> <p>c) Cell phone contracts -1 point</p> <p>d) Invoice or lease agreement for the generator that covers the term of the contract -1 point</p> <p>e) Backup generator log book -2 points</p> <p>f) A list of serviceable torches -1 point</p> <p>g) A template of Strategic plan -2 points</p> <p>h) A list of emergency numbers -1 point</p> <p>i) Service record -1 points</p> <p>j) Vehicle Security Association of South Africa Certificate -2 points</p> <p>k) Plan and work instructions sheet -2 points</p>	
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Important Notice: A minimum threshold of 60 points Phase 1 and 10 points for Phase 2 has been set for bidders to achieve on Functionality stage to qualify for Price & B-BBEE Evaluation. Any bidder who does not achieve at-least 70 points or more will be eliminated and will not qualify for further evaluation.

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


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

Failure on the part of a bidder to submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or signed Sworn Affidavit

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together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed;

Constitution Hill reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required.

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

SBD 6.1

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

NB: Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. General conditions

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 Indication of the preference point system that will be used:
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor


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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2. Definitions

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE Status Level of Contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

3. Points awarded for price


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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

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

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4. Points awarded for B-BBEE Status Level of Contributor

4.1 In terms of Regulation 6(2) and 7(2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

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

5. Bid declaration


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

6. B-BBEE Status Level of Contributor claimed in terms of paragraphs 1.4 and 4.1

B-BBEE Status Level of Contributor = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. Sub-Contracting

- 7.1 Will any portion of the contract be sub-contracted? **Yes / No**
- 7.1.1 If yes, indicate:
- i) What percentage of the contract will be subcontracted %
 - ii) The name of the sub-contractor.....
 - iii) The B-BBEE status level of the sub-contractor.....
 - iv) Whether the sub-contractor is an EME or QSE **EME / QSE**
 - v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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8. Declaration regarding company/firm

8.1 Name of company/firm:

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

8.2 VAT registration number:

8.3 Company registration number:

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

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

8.5 Describe principal business activities:

.....


8.6 Company classification (tick the applicable box):

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

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

8.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:


- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6, the contractor may be required to furnish documentary proof to the satisfaction of

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- the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

Witnesses	
1.
2.

.....	
Signature(s) of bidders(s)	
Date:
Address:

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C3. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for Local Content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions and Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), Annex D (Imported Content Declaration: Supporting Schedule to Annex C) and Annex E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions


- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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1.6. A bid may be disqualified if this declaration certificate and Annex C of the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and (refer to Annex A of SATS 1286:2011 or http://www.dti.gov.za/industrial_development/ip.jsp) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
.....%
.....%
.....%

3. Does any portion of the goods or services offered have any imported content?

Yes / No

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.


The relevant rates of exchange information are accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

Local Content Declaration by Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/person with management responsibility (Close Corporation, Partnership or Individual)

In respect of bid no:
Issued by (procurement authority/name of institution):

NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.


1 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.dti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity),
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Signature: _____


Date: _____

Witness no. 1 _____


Date: _____

Witness no. 2 _____

Date: _____

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PART D


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

SBD 8

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

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

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4.3.1	If so, furnish particulars:		
4.4	Was any contract between the service provider and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name), certify that the information furnished on this declaration form is true and correct.



I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Bidder

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D2. CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

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

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

I, the undersigned, in submitting the accompanying bid:

_____ (Bid number and description)

in response to the invitation for the bid made by:


_____ (Name of institution)

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

I certify, on behalf of: _____ that:
(Name of bidder)

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

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

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7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature


Date

Position

Name of Bidder

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PART E

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E1. UNDERTAKINGS BY SERVICE PROVIDER IN RESPECT OF THIS BID

1. Definitions:

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

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2. Interpretation

- 2.1 In this agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates contrary:
- An expression which denotes:
 - any gender includes the other gender;
 - a natural person includes an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
 - Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
 - Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
- 2.2 This bid request and any subsequent proposal and contract will be interpreted and dealt with under South African law.

3. I hereby bid:


- 3.1 to supply all or any of the services described in this invitation to bid and any subsequently attached documents to **CONSTITUTION HILL**;
- 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
- 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I further agree that:


- 4.1 the offer herein shall remain binding upon me and open for acceptance by **CONSTITUTION HILL** during the validity period indicated and calculated from the closing time of the bid;
- 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the schedules hereto with which I am fully acquainted;

5. Notwithstanding anything to the contrary:

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

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

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13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. I hereby agree that the offer herein shall remain binding and receptive for acceptance by CONSTITUTION HILL during the validity period indicated and determined from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. I furthermore confirm correctness and validity of the tender response, that the price and rates quoted, cover all works/items specified in the tender response documents, that the price and rates cover all obligations under a resulting contract and that any errors made regarding such are at my risk.
16. I hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

E2. GENERAL CONDITIONS OF CONTRACT (GCC)

The purpose of this Section E2 is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders **(see attached Annexure A)**.
- (ii) Ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with **CONSTITUTION HILL**.
- (iii) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iv) The General Conditions of Contract will form part of all bid and contract documents.
- (v) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful Service provider.

E3. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions


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

2. Application

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

3. Standards

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

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4. Insurance

4.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. The contractor will ensure that the insurance liability cover is adequate. Proof of insurance shall be submitted within 7 days of issue of letter of appointment.

5. Payment

- 5.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 5.2 Monthly payment for the goods and services as per tender scope.
- 5.3 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 5.4 It is the requirement of CONSTITUTION HILL for the successful bidder to maintain a valid Tax compliance verification pin and a valid CSD Status (National Treasury CSD Number must be provided) for the duration of the project. Therefore, a new valid Tax compliance verification pin must be provided upon expiry of the previous one. The Tax Status will continuously be checked on SARS on-line system during the duration of the contract.

6. Prices

6.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his / her bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

7. Assignment


- 7.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with CONSTITUTION HILL's prior written consent.
- 7.2 CONSTITUTION HILL on the other hand will in due course have the right to assign its contract with the service provider to another legal entity owned by the Gauteng Provincial Government. Due written notice will in such an instance be provided to the service provider.

8. Subcontracts

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

9. Penalties

- 9.1 Without restricting the Client's rights in any way, should the performance standards not be adhered to, and the Client or its tenants suffer any financial loss as results of negligence, theft, vandalism, etc. such loss shall be recovered from the service provider.
- 9.2 The Client shall also be entitled to levy a penalty of 15% of the monthly contract price for any poor performance. Penalties will be at sliding scale and will be outlined on the SLA.
- 9.3 For the duration of the award of this contract / tender, the bidder needs to maintain a valid BEE certificate. Upon expiry of the BEE certificate, the CONSTITUTION HILL will give 3 months for a renewed valid BEE certificate. Thereafter, CONSTITUTION HILL will deduct R 10 000 per month until a valid BEE certificate is obtained.

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10. Early Termination

10.1 The CONSTITUTION HILL can provide a 60-day notice period for earlier termination, if the CONSTITUTION HILL needs to participate in a transversal contract from Treasury, GDED or GGDA on an earlier date than this contract's end date.

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

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

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

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Annexure A


GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be

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manufactured.

1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.14 “Order” means an official written order issued for the rendering of a service 1.15 “Project site,” where applicable, means the place indicated in bidding documents.

1.16 “The client” means the organization purchasing the service.

1.17 “Republic” means the Republic of South Africa.

1.18 “SCC” means the Special Conditions of Contract.

1.19 “Services” means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.

1.20 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General


3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection

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5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:



(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

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8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

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

10. Transportation

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

11. Incidental Service

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


- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
- (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
- (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
- (e) training of the client’s personnel, at the service provider’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

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

12. Warranty

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

12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading

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in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

16. Assignment


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

17. Subcontracts

- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s)

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should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.


- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
 - (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
 - (b) if the service provider fails to perform any other obligation(s) under the contract; or
 - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered,

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and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.


- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the service provider and / or person restricted by the client;
 - (ii) the date of commencement of the restriction; and
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

21. Force Majeure

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not

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prevented by the force majeure event.

22. Termination for insolvency

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

23. Settlement of Disputes

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

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

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

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

23.5 Notwithstanding any reference to mediation and/or court proceedings herein

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the client shall pay the service provider any monies due the service provider.


24. Limitation of liability

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

- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

25. Governing language

25.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

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26. Applicable law

26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

27.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice

27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

28. Taxes and duties

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client’s country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a Tax compliance verification pin, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. Annexure A - Service Level Agreement & Key Performance Indicators


1. Standard of Conduct

- 1.1. Security forms an integral part in supporting the core business of the Constitution Hill. It is therefore the primary responsibility of the supplier to ensure that each security guard assigned under this agreement shall comply and provide quality and professional service as stipulated in the procedures and regulations.
- 1.2. As part of their duties, the security guards furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g. employees, visitors, Service Providers and customers. It is required of the supplier to ensure that its guards comply with all regulations, policies and procedures and governing the set areas.

2. Standard of Performance

The SERVICE PROVIDER shall comply with the following:

- 2.1. No security guard or supervisor will be assigned, reassigned or transferred within or away from the site prior notifying Constitution Hill Facilities Manager for the specific site, where the service is rendered.
- 2.2. All staffing will comply with the Constitution Hill standard operating procedures.

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- 2.3. Ensure that all assigned personnel pass comprehensive pre-employment background/reference check.
- 2.4. Ensure that all its guards (confirmed for employment at the Constitution Hill site) shall report for all shifts fifteen (15) minutes before the aforementioned hour as to facilitate a smooth shift change over.
- 2.5. Ensure that its employees do not contravene the legislative prescripts. If the service provider fails to comply or take the necessary measures to ensure that its guards comply with the legislative prescripts, Constitution Hill shall reserve the right to implement penalties.
- 2.6. Provide Constitution Hill, seven days prior to commencement of its employee with a letter or affidavit on each of its security guards certifying that the individual has met all the hiring and training requirements as stipulated in PSIRA Act.
- 2.7. Further, the Service Provider shall submit certified copies of the following for each of its personnel:
 - a. South African Police Services record check
 - b. As a minimum, Grade C PSIRA certificate for all guards
 - c. Matric certificate
 - d. Identity document
 - e. Original letter from a doctor confirming that the employee is healthy and can be subjected to physical assessment.
- 2.8. Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Constitution Hill to inspect and test without prior notice. The inspections will be conducted in such manner so as not to interfere with the ability of the service provider to perform its obligations.
- 2.9. If Constitution Hill determines as a result of these inspection that the services, equipment, documents or materials is not kept satisfactorily, Constitution Hill shall inform the service provider in writing. Constitution Hill shall reserve the right to require the service provider to take immediate action to bring such matters into compliance and/or impose penalties in accordance with a schedule as mutually agreed upon between service provider and Constitution Hill prior to initiation of the contract.

3. Pre-assigning Phase

- 3.1. Constitution Hill further reserves the right to confirm or refuse deployment of any guard who does not meet Constitution Hill pre-assigning minimum requirements.
- 3.2. The SERVICE PROVIDER shall assure Constitution Hill that its guards comply with the following prior to assignment:
 - Ability to read and write English equivalent to the high school certification.
 - Ability to pass physical assessments.
 - Pass the pre-screening process as per Constitution Hill access control procedures, conducting of searches (both vehicle and persons) and conducting of patrols conducted by PSIRA.
 - Receive all courses as required by law, i.e. job specific training pre-specified in Constitution Hill procedures.
 - Constitution Hill reserves the right to conduct criminal background checks, polygraph examination.

4. Assigning Phase

- 4.1. Constitution Hill shall subject the Service Provider to a probation period of three (3) months, at the commencement of the contract period.

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- 4.2. If the Service Provider not performing in accordance with user specifications, Constitution Hill reserves the right to terminate the Service Level Agreement (Contract) and may claim damages incurred.

5. Duties of Service Providers Security Guards


It is the primary responsibility of the service provider to ensure that each security guard supplied as per this agreement provide security as defined by the employer for the assets, personnel, information and property. Additional to the primary responsibility the supplier shall ensure that each assigned guard complies with the following duties and responsibilities:

5.1. Control Room Operator Duties

- a. Staff the security control room and operate all the functions, to agreed levels, within it including CCTV, alarm and telephonic and radio systems, as well as the distribution of keys, recording details in the logbook as appropriate.
- b. Direct patrolling security officers to attend incidents and help co-ordinate situations with the Service Provider Site Supervisor.
- c. Undertake single person internal and external patrolling on foot or using vehicular means (including cycles).
- d. Attend and pro-actively deal with any security-related incident, as directed by the control room operator, supervisor or other member of facilities management staff.
- e. Record all incidents in the appropriate format and write concise and accurate incident reports as necessary.
- f. Operate security-related and personal protective equipment following departmental procedures, ensuring the equipment is clean and stored correctly, reporting any faults to the Service Provider Site Supervisor.
- g. Deal professionally with victims of crime and individuals in confrontational situations. It is expected that individuals committing crimes at Constitution Hill will be observed, detained or arrested at the officer's discretion awaiting the arrival of the Police.
- h. Undertake staff training as required and receive guidance and instruction from the supervisor when necessary. Help train new members of patrol staff in working at Constitution Hill and complete assessment forms as required.
- i. Carry out special duties, e.g. in connection with events days, open days; public, visitor or staff demonstrations and attend and assist at any emergency incident as directed by the Service Provider Site Supervisor, Manager or deputy.

5.2. Access Control Duties

- a. Check all personnel access permits, visitor's permits, vehicle permits and laptop/equipment permits for validity against date of issue or expiry date and if necessary against ID document. Prevent access if permits are not valid, cancel permits and refer permit holder to the permit room and/or reception area.
- b. Access to visitors will only be allowed by means of positive identification (identity document, passport or driver's license).
- c. Search all vehicles as per standard operating procedures. Check documentation with regard to toolboxes, equipment, parcels and other items and issue equipment sheets if necessary. Refuse access for prohibited items such as firearms and alcoholic beverages and refer to the Service Provider Site Supervisor on duty.

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- d. Enforce all COVID 19 related requirements as per the regulation and organization’s policy for access control to public buildings (Temperature screening, Track and Trace register, Social distancing, No mask no entry, etc.)
- e. Check material removal permits and verify content and authorization signature. Confiscate items not described on the removal permit and hand in for safekeeping. Refuse exit with goods if an authorized manager did not sign removal permit.
- f. Lock and secure gates and doors after hours.

5.3. Patrol Duties

- a. Check strategic points against patrol report.
- b. Report and record irregularities, report and record all deviations to the Constitution Hill Site Supervisor.
- c. Secure scenes of crime and/or incidents and inform Constitution Hill Site Supervisor.
- d. Respond to alarms and report to Constitution Hill Site Supervisor.
- e. Monitor the movement of suspicious vehicles/people and report to the Constitution Hill Site Supervisor.
- f. Maintain visibility in all public areas.
- g. Testify in court to present evidence or act as witness in traffic and criminal cases.
- h. Render aid to accident victims and other persons requiring first aid for physical injuries.
- i. Patrol specific area on foot, or motorized equipment, responding promptly to calls for assistance.
- j. Provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good public relations.
- k. Record facts to prepare reports that document incidents and activities
- l. Monitor, note, report, and investigate suspicious persons and situations, safety hazards, and unusual or illegal activity in patrol area.
- m. Identify, pursue, and arrest suspects and perpetrators of criminal acts.
- n. Review facts of incidents to determine if criminal act or legal violations were involved.

5.4. Perform Guard Duties


- a. Observe surroundings
- b. Report suspicious incidents/activities/occurrences
- c. Render guarding services at special events hosted on the Constitution Hill precinct. **(Note: service required on an ad-hoc basis, will be additional costs to Constitution Hill)**

5.5. Ad-hoc Activities

- a. Emergency and response activities.
- b. Testify in court cases/disciplinary hearings if required.
- c. Escort visitors/vehicles or persons when required
- d. Execute external access control duties on request.
- e. Carry out emergency drills when required.

Note: Perform any legitimate activity required

6. Reports

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- 6.1. The Service Provider shall complete and submit a Daily Report form to the Constitution Hill Facilities Manager upon completion of each daily shift.
- 6.2. In the event of an unusual occurrence, the Service Provider shall submit an Incident Report to the Constitution Hill Facilities Manager within eight (8) hours, along with the Daily Report form.
- 6.3. The Service Provider may use Service Provider's forms, subject to prior approval of the Constitution Hill Facilities Manager.
- 6.4. The Service Provider will submit a printed hard copy of the data from the patrol tracking system weekly to the Constitution Hill Facilities Manager.
- 6.5. Any and all reports prepared during the term of this contract shall become the property of Constitution Hill.

7. Equipment

- 7.1. The Service Provider shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements. Required equipment shall include but not be limited to:
 - Vehicle to perform security inspections during shift.
 - Radio communication equipment. The Service Provider shall maintain a radio communication system providing for direct voice communication between the security patrol officer, a central Control Room and appropriate central monitoring centre.
 - Flashlight.
 - Computer and printer for downloading of patrol tracking system information.
- 7.2. The Service Provider will provide a full patrol tracking type system that Constitution Hill can review; it must be user friendly. The Service Provider will provide tags of bar codes for the numbered locations. The Service Provider will be responsible for maintaining all Constitution Hill provided/assigned equipment and replacing broken or lost equipment at their own cost.

8. Service Provider Orientation

Constitution Hill will provide the Service Provider and designated Service Provider's employees with an initial orientation prior to start of Service Provider's operation. Service Provider shall be notified, in writing, of the orientation meeting date, time and location and Service Provider shall ensure that the appropriate personnel are in attendance. It shall be the responsibility of the Service Provider to ensure that employees to be assigned to perform the work described in these specifications, whether or not in attendance at the initial orientation meeting, receive all information distributed at said initial orientation meeting.


9. Staffing and Associated Penalties

9.1. Overfills

Overfills occur when the service provider supplies too many individuals, or individuals for longer periods than required, or at a higher level than defined by the schedule mutually agreed upon during the term of the contract. Constitution Hill will only pay for the services requested as per the agreement or requested ad-hoc services.

9.2. Shortfalls

Shortfalls occur when the service provider supplies unqualified personnel. Constitution Hill reserves the right to refuse service providers personnel whom deem not to be qualified. No payment will be due to the service provider when there is a shortage of personnel.

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9.3. Shortfalls

Shortfalls occur when the required services are not supplied at any post on the work site. Constitution Hill will only pay for time actually worked. If a security guard arrives late for work or leaves early for any reason, the period of absence will not be paid unless the Service Provider fills the vacancies so created. Moreover, the absence of a security guard at a designated post without a replacement constitutes a shortfall for a portion of the shift.

9.4. Double Postings

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, the service provider shall arrange, at its expense, to have the new individual “double bank” with an experienced employee for at least a period of two (2) days before having the inexperienced individual take over any post on his or her own. The Service Provider will bear the associated expense for the double postings.

9.5. Turnover

Turnover is the number of security personnel hired to replace those leaving or dropped from the Service Provider’s workforce. The turnover rate will be expressed in terms of actual number of hired replacements. Turnover will be calculated on an annual basis and a turnover rate in excess of the established rate will be considered unacceptable and may lead to penalties being imposed against the company. The acceptable turnover rate is five percent (5%) or less of total number of personnel assigned to Constitution Hill.

10. Change of Shift

The Service Provider shall ensure that continuous coverage is maintained during shift changes. Under no circumstances, will there be a total absence of security service personnel during the hours covered by this contract.

11. Penalties


See schedule with penalties – Appendix 1

12. Length of Daily Assignment

No security person will be allowed to work more than **12 consecutive hours**. Only Constitution Hill can declare an emergency and authorise the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security guard report for duty with **less** than 12 hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

13. Subcontracting and Assignments

The contract shall not be assigned or subcontracted in whole or in part, by the Service Provider without prior approval from Constitution Hill. Any attempted assignment or subcontracting hereunder without the prior written consent of Constitution Hill shall be void.

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14. Continuous Service Improvement

The Service Provider shall prepare and maintain a continuous service improvement plan for all services supplied to Constitution Hill. This shall include, but not be limited to:

- a. Opportunities to reduce risk to the services;
- b. Opportunities to reduce the cost of services to Constitution Hill;
- c. Opportunities to improve service performance;
- d. Opportunities to increase service availability;
- e. Updates on existing improvement projects;
- f. Metrics on recently implemented improvement projects.


15. Service Management

15.1. Service Governance Arrangements

- 15.1.1. The Service Provider shall appoint a Site Representative who shall:
 - a. be responsible for the provision of the Services provided to Constitution Hill;
 - b. be contactable by Constitution Hill during core hours;
 - c. attend regular Constitution Hill meetings at locations and frequencies specified by Constitution Hill;
 - d. attend ad-hoc meetings with Constitution Hill when requested to do so.
- 15.1.2. The Service Provider shall identify a senior manager to be the point of escalation for any issues that cannot be resolved by the Site Representative.
- 15.1.3. The Service Provider is to provide the CV for its proposed Site Representative and also references from other customers.
- 15.1.4. The Service Provider shall not replace the Site Representative or the Senior Manager during the contract without Constitution Hill written agreement to the proposed replacements.
- 15.1.5. The Service Provider shall provide details of the proposed service governance arrangements in its proposal, including as a minimum:
 - a. The position of the Site Representative and the Senior Manager within the Service Provider's organisation;
 - b. The relevant skills and experience of the Site Representative and of the Senior Manager.

15.2. Service Reporting

- 15.2.1. The Service Provider is to provide a written Monthly Report which provides the information required by Constitution Hill to assess the quality of the services provided and to determine the payment due for the services.
- 15.2.2. As a minimum the Monthly Report shall include the following:
 - a. An overview of the key points from the Monthly Report;
 - b. Details of performance against all agreed SLAs and KPIs;
 - c. Explanation of the reasons for any failure to achieve target performance levels, together with description of any steps being taken to avoid any problems recurring;
 - d. A summary of incidents in the reporting period, broken down by priority and type, and identifying any trends and preventative actions being taken;
 - e. A summary of capacity, fault, performance and any other relevant trends, together with recommendations as to any necessary actions to maintain or improve service levels;

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- f. Details of any proposed plans for planned enhancements or maintenance and the way in which any consequent service disruption will be minimized;
- 15.2.3. A report is to be provided by the Service Provider within five (5) working days of the end of the month to which the report relates.

15.3. Meetings

- 15.3.1. The Service Provider’s Site Representative, and other Service Provider staff as deemed appropriate by Constitution Hill, shall attend:
 - a. Quarterly Service Management Meetings: at which the performance of the Service Provider up to the previous quarter shall be discussed and any issues or risks addressed, together with any other agenda items identified by the Service Provider or Constitution Hill;
 - b. Annual Review Meetings: These shall take a more strategic view of the Contract and shall include, as well as the topics discussed during the Quarterly Service management Meetings, the following items:
 - i. Review of the Service Handbook;
 - ii. Pricing review;
 - iii. Review of the SLAs and KPIs;
 - c. Meetings with internal and external auditors.
- 15.3.2. The Service Provider shall provide Constitution Hill with a minimum of five (5) working days’ notice for all meetings, except in response to a Major Incident or other emergency.
- 15.3.3. The Service Provider shall be responsible for:


- a. Arranging all meetings, including:
 - i. identifying and notifying all attendees;
 - ii. ensuring that the venue and any required facilities are available;
 - iii. agreeing and issuing meeting agendas;
- b. Preparing draft minutes of all formal meetings with Constitution Hill and issuing them to Constitution Hill for review within five (5) working days of each meeting;
- c. Updating the draft minutes in response to comments from Constitution Hill and re-issuing the minutes in final form, correctly implementing the Constitution Hill’s comments, within five (5) working days of the receipt of the comments from Constitution Hill.

15.4. Invoicing

- 15.4.1. The Service Provider shall bill Constitution Hill once per month for the service provided.
- 15.4.2. The Service Provider shall provide invoices electronically and/or via mail.

15.5. Service Agreement

- 15.5.1. The Service Provider shall publish a service agreement or handbook that includes:
 - a. Contact details for the Service Provider and Constitution Hill key parties;
 - b. Details of the equipment and service provided;
 - c. Details of the support provided;
 - d. Details of the sites to which services are provided;
 - e. Details of complaints logging procedures for all services;
 - f. Roles and Responsibilities;
 - g. Details of the escalation procedure.
- 15.5.2. The Service Agreement shall be updated following any major change or annually if no such changes have taken place.


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16. Confidentiality

- 16.1. All documents and information provided by either Party to the other during or in connection with the performance of this Agreement shall be treated as confidential. Such documents and information shall not be used by the receiving party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving party to any other person without the prior written consent of the issuing party. The Parties shall use all reasonable endeavors to ensure that its employees are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:
- is already in the public domain; or
 - is disclosed to the Service Provider without any obligation of confidence by a third party
 - who has not derived it directly or indirectly from the service provider; or
 - is trivial or cannot reasonably be considered to be confidential; or
 - relates to the performance of Constitution Hill in relation to delivery of the Project.
- 16.2. The Parties will ensure that information deemed confidential is only released to a third party with the prior written authority of Constitution Hill.


17. Criminal Procedure and PSIRA Acts

- 17.1. The Service Provider shall ensure that security personnel are properly trained in all aspects of the Criminal Procedures Act (as amended) and in particular their powers of arrest and search. The Service Provider also indemnifies Constitution Hill against any claims (including legal costs on the attorney-and-own-Client scale) made against Constitution Hill due to the security personnel not complying with the provisions of the Criminal Procedures Act or any other law.
- 17.2. Constitution Hill shall, where necessary and as soon as reasonably possible, furnish the Service Provider with the necessary authority under Section 42(3) of the Criminal Procedures Act as amended (Act 51 of 1977).
- 17.3. The Service Provider and his employees must be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) as amended


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Appendix 1 – Penalty Schedule


Item	Deficiency	1 st Offence	2 nd Offence	3 rd Offence	Comments
1	Guards not posted on duty as agreed, i.e. short posting	<ul style="list-style-type: none"> a. One shift payment deducted b. Written notification of non-performance or non-performance to the signed contract c. If not able to replace will constitute short – no payment 	<ul style="list-style-type: none"> a. Written notification of non-compliance or termination of contract (depending on sensitivity of site) b. ConHill Facilities Manager must call for a meeting with the security Service Provider owners 	<ul style="list-style-type: none"> a. Termination of contract/agreement 	Depending on the severity of the case, a contract may be terminated even if it is a first offence. Apart from warning or penalties, the Service Provider must rectify the deficiency within one (1) hour of notification.
2	Guards intoxicated or under the influence of liquor/drugs	<ul style="list-style-type: none"> a. Service Provider must replace security the guard b. If not able to replace will constitute short – no payment 	<ul style="list-style-type: none"> a. Replacing guard + written notification of non-compliance b. ConHill Facilities Manager must call for a meeting with the security Service Provider owners 	<ul style="list-style-type: none"> a. Service Provider must remove the guard and replace him/her (that guard must never be on ConHill site) + letter of non-performance 	If this practice continues, the contract must be terminated.
3	Refusal to comply with lawful instructions	<ul style="list-style-type: none"> a. Service Provider must remove guard immediately, and replace him/her within two hours b. If not able to replace will constitute short – no payment 	<ul style="list-style-type: none"> a. Service Provider must remove guard immediately, and replace him/her within two hours b. A non-performance letter must be issued by ConHill c. ConHill Facilities Manager must call for a meeting with the security Service Provider owners 	<ul style="list-style-type: none"> a. Service Provider must remove the guard and replace him/her (that guard must never be used on ConHill site again) 	If this practice continues, the contract must be terminated.

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4	<ul style="list-style-type: none"> ▪ Sleeping on duty ▪ Deserting the post ▪ Negligence in the performance of his/her duties 	<ol style="list-style-type: none"> a. Sleeping on duty – removing the guard from the site and deduction of shift payment b. Deserting post – deduction of shift c. Neglecting duties – guards must be warned 	<ol style="list-style-type: none"> a. Service Provider must remove the guard from the site b. Shift payment deducted + letter of non-performance c. ConHill Facilities Manager must call for a meeting with the security Service Provider owners 	<ol style="list-style-type: none"> a. Service Provider must remove the guard and replace him/her (that guard must never be used on ConHill site again) 	If this practice continues, the contract must be terminated.
5	Guard late for duty	<ol style="list-style-type: none"> a. Verbal or written warning to the Service Provider 	<ol style="list-style-type: none"> a. One shift cost deducted b. Guard must be replaced 	<ol style="list-style-type: none"> a. Service Provider must remove the guard and replace him/her (that guard must never be used on ConHill site again) b. ConHill Facilities Manager must call for a meeting with the security Service Provider owners 	If this practice continues, the contract must be terminated.
6	<ul style="list-style-type: none"> ▪ Guard without basic equipment ▪ Invalid/illegal ID permit ▪ Improperly dressed 	<ol style="list-style-type: none"> a. Written warning to the guard or Service Provider b. No payment for the lacking/defective item(s) 	<ol style="list-style-type: none"> a. Written warning about defective/lacking item(s) + letter of non-performance to the Service Provider 	<ol style="list-style-type: none"> a. Final warning – ConHill Facilities Manager calls the security Service Provider owners and hand him the letter (7 days' notice to rectify the situation) 	If this practice continues, the contract must be terminated.

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7	Guard(s) unable to carry out duties effectively (not trained to work on the ConHill site)	a. Service Provider must replace the security guard(s) immediately	a. Final written warning b. Service Provider must replace security guard(s) c. No payment	a. ConHill Facilities Manager must call for a meeting with the security Service Provider owners b. Contract agreement can be terminated	Apart from any warnings or penalties, the Service Provider must rectify the deficiency within one (1) hour of notification
8	Loss of any Constitution Hill equipment or tools	a. Investigation must be conducted by Conhill Facilities and the Service Provider	a. Depending on the severity of this case, final written warning or termination of contract	a. Conhill Facilities Manager must call for a meeting with the security Service Provider owners b. Contract agreement can be terminated	When there is a loss, at any time, the Service Provider will be liable for payment of the loss
9	Theft of any Constitution Hill equipment or tools	a. No final warning, guard will be arrested and handed over to the SAPS		a. If the Conhill experience huge financial losses directly contributed to theft by Service Provider's employees	The Service Provider will be liable for payment of the theft

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Annexure B – Security Plan

18. Current Security Arrangements

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

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

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


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

19. Current Security Plan

The current plan is premised on concentric rings of security.

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

- a. There are alarm systems which have armed response service after hours.
- b. In the Super basement parking all access points are monitored by CCTV cameras as are all stairways and lift lobbies. There are no cameras on the parking floors. There are two security guards who monitor access and undertake patrols.
- 1.1. The second ring is the precinct where we have guards posted and CCTV cameras installed.
 - a. During the day the site manager and supervisor regularly patrol the site and at night there are regular patrols which utilize baton points to ensure coverage.
 - b. The security company area supervisors visit the site on a regular basis to undertake inspections.
- 1.2. The third ring is the perimeter. Every access point to the site is covered by a CCTV camera.
 - a. The final ring is the area around the site where we keep close contact with surrounding sites and we work closely with SAPS Hillbrow both with respect to the site and to monitor crime trends in the surrounding areas.
- 1.3. The site has regular events and tours are undertaken every hour with special tours available on request.
- 1.4. The site also has a number of tenants leasing premises.
- 1.5. The safety of staff, tenants, visitors and tourists are a prime concern closely followed by the protection of all the buildings, of which a number are declared heritage buildings, assets within the buildings including museum exhibits and exhibitions as well as office contents and site infrastructure.
- 1.6. **No post may be left unattended at any time.** At shift change the oncoming shift attends a parade where they are inspected and any pertinent information for the shift is disseminated. The guards then relieve their predecessors. Only once the guard has been relieved may they leave their post. Relief guards must be provided to cover meal and comfort breaks.
- 1.7. Site Representative, Supervisor, and all Guards must carry radios which communicate with a base station in the site control room. All radios must be working at all times. Spare batteries must be

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provided so that one set is always on charge. Sufficient spare units must be provided to ensure that all guards have radio communications at all times. Due to the topography of the site UHF frequencies do not give good results and all radios should operate on VHF frequencies

20. Current Resourcing and Posting


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

Resourcing:

SECURITY PERSONNEL			
Grade	Number	Shift	
		Day	Night
A	1	1	0
B	4	4	3
C	14	14	9
TOTAL	19	19	12

Posting:

SECURITY PERSONNEL			
Post	Grade	Shift	
		Day	Night
Site Representative	A	1	0
Site Supervisor	B	1	1
Control Room Supervisor	B	1	0
Control Room Operators	B	2	2
Old Fort, Palm Courtyard	C	1	1
Old Fort, Tunnel and Ramparts	C	1	0
Old Fort, Kotze Str Parking (Visitor Parking)	C	1	0
Women's Jail, Women's Road	C	1	1
Women's Jail, North Entrance	C	1	1
Women's Jail, South Entrance (Kotze Str)	C	1	0
Women's Jail, Kotze Str	C	1	0
Constitution Square, Visitors Centre	C	2	1
Constitution Square, Turning Circle	C	1	0
Constitution Square, Boom Gate (Queen Str)	C	1	1
Land parcel E, Kidneys	C	2	1
Basement Parking, Level E	C	2	2
Transwerke Building	C	1	1
Queens Road, Street Patroller	C	1	0
Precinct Road A, Tour Operators Car Guard	C	1	0
Old Fort, Children's Gate	C	1	0
Precinct Road B, Entrance and Exit Level C	C	1	1
Women's Jail Atrium, Patroller	C	1	0

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SECURITY PERSONNEL			
Post	Grade	Shift	
		Day	Night
TOTAL		24	13