



**CONSTITUTIONHILL**

**CONSTITUTION HILL DEVELOPMENT COMPANY SOC LTD**

**INVITATION TO AN OPEN TENDER (CONHILL/03/FAC-CLEANING/2024/25) TO PROVIDE CLEANING, HYGIENE AND PEST CONTROL SERVICES TO CONSTITUTION HILL DEVELOPMENT COMPANY FOR A PERIOD OF THREE (3) YEARS.**


**BID NUMBER: CONHILL/03/FAC-CLEANING/2024/25**

**CLOSING DATE 05 AUGUST 2024**

**COMPULSORY SITE BREIFING 22 JULY 2024**  
**TIME 11:00 AM**  
**BREIFING VENUE CONSTITUTION HILL DEVELOPMENT COMPANY**  
**11 KOTZE STREET**  
**BRAAMFONTEIN JOHANNESBURG**  
**THE OLD FORT BUILDING**  
**HUMAN RIGHTS BOARDROOM**

**BID VALIDITY PERIOD: 120 DAYS**

<b>Bidder's details</b>	
Company name:	
Company registration no:	
CSD registration no:	
CSD Unique registration No	
Contact person:	
Tel number:	
Cell number:	
Email address:	

Department:	Supply Chain Management	 <b>CONSTITUTIONHILL</b>
Document no:	CONHILL/03/FAC-CLEANING/2024/25	
Name of Document:	Standard Bid Document (Open Tender)	

**BID SUBMISSION REQUIREMENTS: Technical & Financial 3 copies: 1 original and 2 (soft and hard copies)**

Stage	Submission Document	Method of Evaluation	Criteria
Stage 1	ENVELOPE 1	Administrative Compliance	All submitted SBD forms duly completed and signed.
Stage 2	ENVELOPE 1	Mandatory Compliance	All mandatory documents submitted
Stage 3	ENVELOPE 1	Functionality – Technical Evaluation Criteria	Minimum score of 70 points
Stage 4	ENVELOPE 2	Financial – Price & Specific goals	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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## DOCUMENTS REQUIRED

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


Minimum Documents required for this BID	Instructions for Bidder's Attention
Central Supplier Database (CSD) Registration Summary Report or unique CSD registration number.	Proof of CSD registration
SARS Tax Compliance Pin	Must be printed from SARS Website.
SBD 1 (Invitation to Bid)	Must be duly completed and signed
SBD 4 (Declaration of Interest)	Must be duly completed and signed
SBD 6.1 (Preferential Points Claim Form)	Must be duly completed and points claimed be allocated as per Specific goals allocated.
BBBEE	Submit a valid BEE Certificate/Affidavit.
CIPC - Company Registration Documentation	<ol style="list-style-type: none"> <li>1. Certificate of Registration,</li> <li>2. Change of Name Certificate (if applicable),</li> <li>3. Register of Directors and</li> <li>4. most current Registered Business Address</li> </ol>
Company Profile and resources allocated to the project	Attach Company's profile which indicates number of years of service and the organogram of the resources to be allocated to the project.
Financial Standing – must submit the following:  <b>i)</b> Latest Annual Financial Statements (AFS) within a minimum liquidity ratio of 1:1 accompanied by a letter of assurance for sound financial from Company's CEO/Secretariat or Independent Accountant.	<b>AFS accompanied</b> by a letter from CEO/Secretariat/Independent Accountant will result in disqualification.

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**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.**

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## 1: INVITATION TO BID

## SBD1

**You are hereby invited to bid for the requirements of the CONSTITUTION HILL DEVELOPMENT COMPANY (SOC) LTD**

Bid no:	CONHILL/03/FAC-CLEANING/2024/25	Closing Date:	05 AUGUST 2024	Closing Time:	11:00pm
Description:	INVITATION FOR AN OPEN TENDER (CONHILL/03/FAC-CLEANING/2024/25) TO PROVIDE CLEANING, HYGIENE AND PEST CONTROL SERVICES TO CONSTITUTION HILL DEVELOPMENT COMPANY FOR A PERIOD OF THREE (3) YEARS.				

**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	Olerato Letebele	Contact Person	Patrick Mahloko
Telephone no	<b>011 381 3100</b>	Telephone no	<b>011 381 3100</b>
E-mail Address	<a href="mailto:tenders@conhill.org.za">tenders@conhill.org.za</a>	E-mail Address	<a href="mailto:tenders@conhill.org.za">tenders@conhill.org.za</a>
<b>Closing date for Enquiries: 29 July 2024</b>			

### Supplier Information


Company Name	
Company / CC Registration no	
CIDB Registration no (if applicable)	
Tax Registration no	
Postal Address	
Street Address	

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Telephone no	Code		Number	
Cell Phone no				
Facsimile no	Code		Number	
E-Mail Address				
<b>Main Contact Person</b>				
Name				
Position				
Telephone no	Code		Number	
Cell Phone no				
Facsimile no	Code		Number	
E-Mail Address				

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# PART A

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## **A1.1 CONDITIONS FOR BIDDING**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL SBD FORMS PROVIDED – (NOT TO BE RE-TYPED) (i.e., in both hard copy and soft copy/electronic version)
- 1.3. THIS BID IS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND CONTAINS GENERAL INFORMATION WHICH SERVES AS A CLAIM FORM FOR PREFERENCE POINTS FOR SPECIFIC GOALS AND FOR INCOME-GENERATING CONTRACTS. 80/20 PREFERENCE POINT SYSTEM WILL APPLY AND THAT THE HIGHEST ACCEPTABLE TENDER WILL BE USED TO DETERMINE THE APPLICABLE PREFERENCE POINT SYSTEM.
- 1.4. , THE GENERAL CONDITIONS OF CONTRACT AND THE FOLLOWING CONDITIONS:
  - 1.4.1. All the documentation submitted in response to this invitation to bid must be in English.
  - 1.4.2. ALL SBD forms must be completed in black ink and not typed.
  - 1.4.3. No tippex is allowed. All changes must be scratched out and a signature appended next to each change. Any document submitted with tippex will be disregarded and taken as not submitted.
  - 1.4.4. The bidder 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.
  - 1.4.5. Please make proper division and clearly reference/index your bid document and bid supporting documents attached.
- 1.5. TENDER RESPONSES SHOULD BE SUBMITTED AS FOLLOWS:
  - 1.5.1. 2 HARD COPIES (1 X ORIGINAL + 1 COPY) and electronic copy inserted in a sealed envelope/package endorsed, **“CONHILL/03/FAC-CLEANING/2024/25”** with service bidder’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.
  - 1.5.2. 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.
  - 1.5.3. 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.
  - 1.5.4. All bid documents must be submitted in hard copies in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
  - 1.5.5. Amended bids may be made, in an envelope clearly marked “Amendment to bid no **“CONHILL/03/FAC-CLEANING/2024/25”**”, to represent the original document as the “replacement bid” and should be placed in the bid box before the closing date and time. An amended 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 contained in the original bid documents once replaced.
  - 1.5.6. It is the bidder’s responsibility to ensure the accuracy of information submitted in both hardcopy



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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.

- 1.6. The bidder is responsible for all the costs that they might incur related to the preparation and submission of the bid document.
- 1.7. Responses to this tender received from a bidder will be valid for a period of 90 days counted from the closing date of the tender.
- 1.8. The successful bidder will be required to fill in and sign a written contract form (SBD7) and Annexure A: General Conditions of Contract (GCC). This will be done during the contracting stage.
- 1.9. Failure on the part of the bidder 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.
- 1.10. All information documents, records and books provided by ConHill to any bidder, in connection with the invitation to tender or otherwise, are strictly private and confidential. These must not be disclosed by any Bidder to any third party, except with the express consent of ConHill, which will be granted in writing prior to such disclosure. ConHill, however, reserves the right to disclose any information provided by any tenderer to any of the employees of ConHill, for successful tenders.
- 1.11. A proposal for the award will be rejected if ConHill determines that the supplier recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- 1.12. ConHill may require contractors to permit ConHill to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by ConHill.
- 1.13. Should the Bidder provide ConHill 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 Bidder 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 ConHill in awarding the Tender and/or concluding any subsequent agreement shall entitle ConHill in its sole discretion forthwith to disqualify the Bidder and/or to immediately terminate any agreements subsequently entered into without prejudice to any of the rights ConHill has in terms of such agreement and/or any law.
- 1.14. 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).
- 1.15. The successful bidder will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into

#### **A.1.2 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. Bidder may submit a printed TCS verification pin together with the bid.
- 2.3 Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.5 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.

#### **A1.3 Evaluation Process**

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The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation. This bid will be evaluated in terms of the following stages:

- a) Administrative compliance
- b) Mandatory criteria- Evaluation for mandatory (compliance) criteria
- c) Evaluation in terms of functionality
- d) Evaluation in terms of 80/20 preference point claim


**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 Authorized Representative**

\_\_\_\_\_  
**Date**

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## A2. TERMS OF REFERENCE

### 1.1. Introduction

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

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

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

#### **Women's Jail**

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


#### **The Old Fort**

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

#### **Aerial view of the site:**

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## 1.2. Background

The Cleaning, Hygiene and Pest Control Services required by Constitution Hill can, in a broad sense, be described as, “any work done requiring removal of dirt from, and providing an aesthetic or hygienic improvement to any surface or article in, on or around Constitution Hill’s buildings.

These services are to ensure that the organization’s assets are maintained 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 cleaning, hygiene and pest control service provider who will provide Constitution Hill with the management functions and overall supervision of cleaning, hygiene and pest control services and ensure that buildings are kept safe, healthy and compliant to regulations governing the cleaning, hygiene and pest control services sector enabling Constitution Hill to focus on its core business functions.

The aim of the new service level agreement is to ensure a credible and professional cleaning, hygiene and pest control services.

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.

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### 1.3. Operation

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 cleaning services for Constitution Hill shall be available from 07:00 to 16:00, seven days a week. This includes weekends and all public holidays where the site is open.

With regards to the streets around the precinct, the overall purpose of the street cleansing service is to sustain the Constitution Hill precinct that is perceived as clean, safe and well-cared for by its staff, tenants, businesses and visitors. Perceptions of cleanliness and safety strongly contribute to residents' sense of well-being, and satisfaction with the neighborhood in which they live. A clean and well-cared for Constitution Hill precinct will also support the economy by influencing business decisions to remain in or re-locate to the area, help sustain and develop the city's tourism, and underpin a vibrant cultural life.

The service provider shall be responsible for the overall implementation and coordination of all spring clean-up and street sweeping operations on the Kotze, Queens, Sam Hancock and Joubert Streets. This is inclusive of the precinct roadways and pavements, including the Great African Steps. The following work plan is proposed:


- a. Daily cleaning of streets around the precinct and known litter 'hot spots' utilizing the walk-behind sweepers and blowers. This shall be between 07:00 to 16:30 daily. Thus, the service provider is required to implement an appropriate shift roster (from complement to be deployed) to address the requirement.
- b. Daily emptying of ±25 street litter bins around the Constitution Hill precinct, at 3-hour intervals.
- c. Bi-weekly mechanical sweeping of roadways surrounding the precinct, roadways and pavements.
- d. Response within one working day to urgent public enquiries re: flyer-posting, hate crime graffiti, dangerous objects and substances.

### 1.4. Detailed Specification


The scope of work for this tender is the supply of Cleaning to Constitution Hill to cover the entire Constitution Hill precinct as detailed below:

Building	Included in Scope of Work	Excluded from Scope of Work
1. Old Fort	<ul style="list-style-type: none"> <li>▪ All museum sections &amp; courtyards</li> <li>▪ All meeting rooms.</li> <li>▪ Constitution Hill offices</li> <li>▪ Ablutions and kitchen</li> <li>▪ Common Areas</li> </ul>	<ul style="list-style-type: none"> <li>▪ Tenanted offices</li> </ul>



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Building	Included in Scope of Work	Excluded from Scope of Work
2. Woman's Gaol	<ul style="list-style-type: none"> <li>All museum sections &amp; courtyards</li> <li>All meeting rooms.</li> <li>Ablutions and kitchen</li> <li>Common Areas</li> <li>Lift foyers, including staircases</li> </ul>	<ul style="list-style-type: none"> <li>Tenanted offices</li> </ul>
3. Number 4&5, including Visitors Centre	<ul style="list-style-type: none"> <li>All museum sections &amp; courtyards</li> <li>All meeting rooms.</li> <li>Ablutions and kitchen</li> <li>Common Areas</li> <li>Tour guides offices and VC coordinator offices</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>
4. Transwerke, excluding Nurses Home	<ul style="list-style-type: none"> <li>All courtyards</li> <li>Control Room &amp; security offices incl Level E</li> <li>Change Rooms</li> <li>Ablutions and kitchen</li> <li>Common Areas</li> <li>HEPP offices/Creative Hub offices</li> </ul>	<ul style="list-style-type: none"> <li>Tenanted offices</li> </ul>
5. Precinct, including Constitution Square and Basement Parking	<ul style="list-style-type: none"> <li>All eight (8) parking levels</li> <li>All lifts and lift foyers &amp; stairwells including fire escapes.</li> <li>Square and its ablutions</li> <li>All precinct roadways and walkways</li> <li>Land parcels A, B, C, D and E – littler control only.</li> <li>The Kidney Areas</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>

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### 1.5. Scope of Work


The cleaning service provider will be expected to render a comprehensive cleaning service including scheduled/ routine (as per the standard cleaning methods indicated below) day to day cleaning services and reactionary cleaning services as and when required. The service provider will also be required to provide specialist cleaning services e.g. cleaning of high-rise windows and glass facade.

DESCRIPTION	UNIT	FREQUENCY	QUANTITY
<b>OFFICES, WAITING AREAS, BOARDROOMS, ETC</b>			
<b>FURNITURE:</b>			
Wipe workstations and filing cabinets	No.	Daily	±40
Clean/dust chairs	No.	Weekly	±100
Wipe and dust Boardroom tables	No.	Daily	8
Vacuum upholstered chairs	No.	Monthly	±50
Deep clean chairs	No.	1 x 4 Monthly	±100
Clean/dust credenzas	No.	Daily	±50
Vacuum couch	No.	Weekly	10
Deep clean couch	No.	1 x 4 Monthly	10
Wipe and dust pigeonholes	No.	Weekly	5
Damp wipe white boards	No.	On demand	10
Dust projector screens	No.	Weekly	10
<b>INTERNAL GLAZED DOORS AND WINDOWS (ADJACENT TO PARTITIONS)</b>			
Wipe glazed doors, handles, frames, side lights and glazed windows, including frames	m <sup>2</sup>	Daily	4,500
<b>CARPET FLOOR COVERING (LEKGOTLA, CONFERENCE ROOM 2, HUMAN RIGHTS CONFERENCE ROOM, MBOGODO)</b>			
Vacuum	m <sup>2</sup>	Daily	200
Spot clean marks	m <sup>2</sup>	Daily	200
Deep clean	m <sup>2</sup>	1 x 4 Monthly	200
<b>TELEPHONES</b>			
Dust and damp-wipe telephones, including cables, etc	No.	Weekly	30
<b>LIFTS</b>			
Clean lift door tracks	Item	Daily	10
Broom sweep floor mats	m <sup>2</sup>	Daily	40
Wash and clean floor mats	m <sup>2</sup>	2 x Weekly	40
Wipe control panel and all vertical surfaces	m <sup>2</sup>	Daily	200
<b>ABLUTION FACILITIES</b>			
Clean and wash all urinals, wash hand basins and water closets	No.	Thrice daily	±120
Wipe all mirrors	No.	Thrice daily	±20
Clean down and wipe all toilet doors	No.	Daily	60
Wash granite vanity slab	m <sup>2</sup>	Thrice daily	50
Replenish soap dispensers	No.	As required	36
Replenish toilet rolls in dispensers	No.	As required	54
Replenish surface wipes or seat sprays	No.	As required	0
Replenish hand towels	No.	As required	47
<b>FLOOR TILES</b>			

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Sweep floor tiles	m <sup>2</sup>	Daily [and as required]	100
Damp mop floor tiles	m <sup>2</sup>	Daily [and as required]	100
Machine scrub floor tiles	m <sup>2</sup>	1 x 2 Monthly	100
<b>WALL TILES/SPLASH BACKS</b>			
Wash ceramic tiles	m <sup>2</sup>	Daily	±50
<b>LOBBIES, FOYERS, PASSAGES, ENTRANCE AREAS, STAIR AND SMOKE AREAS [including fire escapes]</b>			
Sweep vinyl floor tiles	m <sup>2</sup>	Daily [and as required]	±500
Damp mop vinyl floor tiles	m <sup>2</sup>	Daily [and as required]	±500
Machine scrub floor tiles/Floor stripping and sealing	m <sup>2</sup>	1 x 3 Monthly	±500
<b>WALL TILES/SPLASH BACKS</b>			
Wash ceramic tiles	m <sup>2</sup>	Daily	±80
<b>STOREROOM</b>			
Sweep floors	m <sup>2</sup>	Monthly	±200
Machine brush floors	m <sup>2</sup>	1 x 3 Monthly	±200
Strip and seal vinyl floor tiles	m <sup>2</sup>	1 x 4 Monthly	±200
<b>WASTE DISPOSAL (ALL AREAS)</b>			
Clean and empty all wastepaper baskets and receptacles	No.	Thrice daily	±30
Wash all wastepaper baskets and receptacles	No.	Weekly	±30
Remove all refuse to designated refuse area	Item	Thrice daily	
Clean smoker trays	No.	Twice daily	2
<b>GENERAL (ALL AREAS)</b>			
Damp-wipe signage (of various sizes)	Item	Monthly	
Dust and clean all directory boards	Item	2 x Weekly	
Dust picture frames (of various sizes)	Item	2 x Weekly	
Spot clean marks from paintwork and light switches	Item	Daily	
Vacuum blinds	m <sup>2</sup>	Monthly	100
Clean finger, water, coffee marks, etc on all surfaces	Item	Daily	
Clean balustrades	m <sup>2</sup>	Weekly	75
Clean handrails	m <sup>2</sup>	Weekly	75
Clean and polish all upright metal fittings	Item	Weekly	
Wipe all internal doors	No.	Weekly	±50
Wipe all metal and timber shelves	m <sup>2</sup>	Monthly	200
Dust light fittings	No.	1 x 2 months	±100
<b>REFUSE AREA</b>			
Removal of waste	LOT	Daily	LOT
<b>BASEMENT AREA</b>			
Remove litter	m <sup>2</sup>	Daily	72,878
Broom sweep floors	m <sup>2</sup>	Weekly	72,878
Scrub floors (remove oil spillage with chemical cleaner using ride-on auto scrubber)	m <sup>2</sup>	Weekly [WEEKEND ONLY]	72,878



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## 1.6. Service Requirements

The service entails primarily the provision of basic office and retail cleaning to the public spaces of the buildings by a qualified cleaning, hygiene and pest control services provider who can provide suitably skilled staff, well maintained equipment and environmentally friendly cleaning consumables at a cost-effective price.

The provision of the service is required for the buildings listed in Section 1.4 above. The detail therein must however be seen as a guideline and not the exact specification of what is required.

The following is also included:

- The provision of cleaning equipment, labour and cleaning materials to all the buildings. Labour is to include the service delivery manager, supervisors, foreman and ordinary labourers required for meeting service obligation.
- Provision of laundry services for venue hire equipment (tablecloths, seat covers, chair covers, centre-pieces, etc)
- Provision of carpet cleaning services
- Provision of high-access window cleaning services
- Ad hoc events
- Waste management (removal + sorting + recycling)


## 1.7. Cleaning Materials and Equipment

1.7.1. The service provider must supply all material, cleaning equipment and goods including toilet paper, liquid soap, toilet brushes, toilet cleaner, furniture polish, towels, floor polish, clear refuse bags and any other detergents to ensure an effective cleaning service and an acceptable quality and to the satisfaction of Constitution Hill.


1.7.2. All chemicals and cleaning equipment should be in compliance with SABS.

1.7.3. The following cleaning equipment, though not exhaustive and should only be used for guideline purposes, is proposed:

#	Item	QTY	Allocation
1.	Wet Floor signs	9	<ul style="list-style-type: none"> <li>▪ 1 x Old Fort</li> <li>▪ 2 x Women's Jail</li> <li>▪ 1 x Transwerke</li> <li>▪ 1 x Visitors Centre/No4</li> <li>▪ 4 x Superbasement</li> </ul>
2.	Swivel Floor sweepers (60 or 80 cm heads – washable)	7	<ul style="list-style-type: none"> <li>▪ 1 x Old Fort</li> <li>▪ 2 x Women's Jail</li> <li>▪ 1 x Transwerke</li> <li>▪ 1 x Visitors Centre/No4</li> <li>▪ 2 x Superbasement</li> </ul>

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#	Item	QTY	Allocation
3.	Dustpan set	7	<ul style="list-style-type: none"> <li>1 x Old Fort</li> <li>2 x Women's Jail</li> <li>1 x Transwerke</li> <li>1 x Visitors Centre/No4</li> <li>2 x Superbasement</li> </ul>
4.	Floor squeegees	5	Superbasement
5.	Platform brooms	10	Superbasement
6.	Toilet brush ware	100	As per Annexure C
7.	Spray bottles	10	<ul style="list-style-type: none"> <li>10 x Constitution Hill</li> </ul>
8.	Feather duster (short handle)	10	<ul style="list-style-type: none"> <li>10 x Constitution Hill</li> </ul>
9.	Feather duster (long handle)	10	<ul style="list-style-type: none"> <li>10 x Constitution Hill</li> </ul>
10.	Microfibre cloths (as per proposed colour coding)	TBC	<ul style="list-style-type: none"> <li>Issued to cleaner, as per proposed colour coding</li> </ul>
11.	Single Bucket 25litre c/w wringer (as per proposed colour coding)	4	<ul style="list-style-type: none"> <li>2 x Old Fort</li> <li>2 x Women's Jail</li> </ul>
12.	Extra Compact Mop Trolley, with deep tray units, universal dual waste system, twin 120 litre units for waste separation	2	<ul style="list-style-type: none"> <li>1 x Old Fort</li> <li>1 x Women's Jail</li> </ul>
13.	Janitor Trolleys, with 2 x bags for separation of waste (e.g. Numatics NUSAX280)	3	<ul style="list-style-type: none"> <li>1 x Transwerke</li> <li>2 x Women's Gaol</li> </ul>
14.	Window squeegees, 45cm channel and rubber	3	<ul style="list-style-type: none"> <li>1 x Old Fort</li> <li>1 x Women's Jail</li> <li>1 x Transwerke</li> </ul>
15.	Window washers, 3 x 3m telepole with squeegee	3	<ul style="list-style-type: none"> <li>1 x Old Fort</li> <li>1 x Women's Jail</li> <li>1 x Transwerke</li> </ul>
16.	Silent dry vacuum cleaner, 27 litres	1	<ul style="list-style-type: none"> <li>1 x Old Fort/Women's Jail</li> </ul>
17.	Double mop System, with 2 x mop buckets, swing pail, for flat mops	3	<ul style="list-style-type: none"> <li>1 x Transwerke</li> <li>1 x Visitors Centre/No4</li> <li>1 x Women's Jail</li> </ul>
18.	Walk-behind sweeper, with protruding brushes on both sides, sweeping width about 100cm	6	<ul style="list-style-type: none"> <li>1 x Old Fort</li> <li>1 x Women's Jail</li> <li>4 x Superbasement</li> </ul>


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#	Item	QTY	Allocation
19.	Ride-on, industrial sweeper (petrol or battery), brush width 1000mm	1	▪ Walkways around the site
20.	Battery operated ride-on scrubber/dryer	1	Superbasement only
21.	Cleaning Machine, Rotary Single disc, 2 speed (185 or 370 RPM)	1	Used around the precinct
22.	Petrol blower machine	2	Used around the site


## 1.8. Service Provider's Work Plan

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

- a. The number of cleaners that will be deployed for the provision of cleaning services:
  - i. How the Cleaning Officers will execute their work within Constitution Hill including duty rosters.
  - ii. When uniforms will be issued to the Cleaning Officers during the contract period;
  - iii. When and how Cleaning Officers will be trained during the contract period;
  - iv. Draft a monthly report, which will be submitted to Constitution Hill Management on the 15<sup>th</sup> of every month.
  - v. Draft the quarterly report (the report which includes the payment of UIF, COIDA/WCA, provident fund, cleaning allowance and copies of monthly pay slips for all Officers on site) and submit it on the 15<sup>th</sup> 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 Coordinator.
- b. The plan should indicate all activities to be performed during the contract duration, the dates and persons 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 Cleaning Officers may only be executed with prior consent, with at least 24 hours' notice, of the Constitution Hill Facilities Manager.
- e. Cleaning Officers supplied to render the cleaning services must be trained to the standard set by the National Contract Cleaners Association (NCCA) or other and must be trained according to such cleaning standards accredited centre.

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- f. The Cleaning 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. The work method that will be followed for the execution of the contract.
- i. Constitution Hill reserves the right to approve cleaning materials, pesticides and chemicals prior to the use thereof.
- j. The successful service provider must ensure that enough back-up cleaning material specifically toilet papers, hand soap and hand paper towels are kept on site in case of sudden shortage thereof.
- k. Cleaning and hygiene services will be rendered during working hours from Monday to Sunday, including weekends and public holidays unless where otherwise specified from 06:30 am – 18:00pm;
- l. The cleaning of the premises must be done in the following order of preferences on a daily basis:
  - i. Toilets and kitchens (hourly basis in high traffic areas, and three times daily in low traffic areas)
  - ii. Offices, reception area and conference rooms;
  - iii. Passages;
  - iv. Lifts; and
  - v. Storerooms
  - vi. Super basement floors
- m. Ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- n. 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. The following regulations must be followed in terms of Cleaning personnel's uniforms:
  - i. Cost for uniform may not be deducted from the Cleaning personnel but must be provided by the appointed company
  - ii. Clothing must be appropriate to the service rendered
  - iii. Uniform must be easily identifiable
  - iv. Two full pairs of protective gear
  - v. The above issue is applicable for each year of service.
- o. Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.
- p. 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

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- q. The card must be worn so as to be visible at all times whilst on the premises. The service provider must have sufficient control over the permits to prevent any unauthorised 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.
- r. The service provider must deploy a supervisor to do a weekly inspection on the quality and standard of cleaning services rendered and report weekly to Constitution Hill.
- s. The cleaning staff must report upon realisation to Constitution Hill Facilities by 10:00 every morning, any defects in and to area concerned e.g. blocked toilets/urinals, broken windows etc. during the cleaning of the building.
- t. The service provider shall not be entitled to store or leave goods or articles on the floors and offices, for example in the entrance hall, corridors, hallways or the steps other than in the lock up facility.
- u. All wastepaper collected from emptying of dustbins etc. is the property of Constitution Hill and must be separated from the garbage and placed in dedicated waste recycling containers as indicated below.
- v. The service provider shall avail the reliever within two (2) hours in the event of the regular cleaning staff member reporting in sick.
- w. In the event of a cleaning 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 respective Constitution Hill Facilities Department official must be advised of such planned leave at least one week in advance.
- x. Tools/machinery to perform the services required.

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

- a. Profile of the tenderer indicating the physical address of the Head Office of the company. The branches should be outlined with their physical address, name of contact person and the contact number. Indication of total number of staff at each office breaking it down into permanent cleaners, temporary cleaners, supervisors, management/administration staff and directors.
- b. Detailed CVs of each proposed personnel assigned to the project, detailing inter alia their relevant operation and experience, verifiable project accomplishments and their availability to the project (maximum 2 pages per person).
- c. The trade references that are relevant to cleaning, hygiene and pest control services 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.
- d. Public Liability Cover, greater or equal to R5, 000,000.

## **1.9. Cleaning Specification**

- 1.9.1. Please refer to 1.4 above for detailed cleaning specifications.
- 1.9.2. The norm/quality of the service to be rendered must be in accordance with the acceptable cleaning standards and within the specifications stipulated in this document. Refer to **Annexure A** for detailed service levels for the required services.


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- 1.9.3. Cleaning Officers must at all times present an acceptable image and appearance while on duty which implies, inter alia, that they may not sit, smoke, eat or drink while attending to people.
- 1.9.4. The Supervisors and Cleaning Officers must at all times 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 behaviour towards them.
- 1.9.5. The Supervisors and Cleaning Officers must be physically healthy and medically fit for the execution of their duties.
- 1.9.6. The Service Provider must keep proper files as well as appropriate documents of all Cleaning Officers who are employed for rendering cleaning services to the Constitution Hill offices for the purpose of inspection.
- 1.9.7. The appropriate documents shall include, inter alia, the following:
  - i. Quarterly submission of monthly proof of wages received by employees (to be included in the Quarterly Report); and
  - ii. Proof of registration with NCCA or other.
- 1.9.8. No cleaning personnel may be allowed to work a shift longer than twelve (12) hours.

#### 1.10. Consumables

- 1.10.1. The service provider will provide all cleaning consumables for the Service Provider to execute his/her work in a proper manner. Detergents and materials used comply with the environmental legislation and are eco-friendly.
- 1.10.2. Service Provider to do stock taking once a week to make sure that the cleaning consumables are not being misused. Service Provider to submit a report on a weekly basis to the Facilities Coordinator, and also record the usage trends and report on these on the monthly report.
- 1.10.3. Service provider shall ensure that consumables are monitored and maintained / replaced as or before they are exhausted or reach their expiry date.
- 1.10.4. A room is available for use as a storeroom at the Transwerke building. The service provider shall maintain this storeroom(s) in a neat and tidy condition to the satisfaction of the Facilities Department. The service provider must ensure that cleaning equipment is stored in the designated storeroom/s. The service provider shall not be permitted to store any item not required for the execution of the contract.
- 1.10.5. Below is a guideline of the consumables currently used, and the indicative quantities per month. These serve as a guideline only.

Item	Description	Unit/brand	QTY
Toilet Paper	2-ply toilet tissues, with superior softness, thickness and strength touch	Pack of 48	40
Hand Towel	Reel towel, economical and highly effective hand towels	Pack of 6	20
Folded Tissues	Folded Towels (12x200x2 ply)	Pack of 200	20
Floor polish	22% polymer, treatment for granite & marbles slate flooring, non-slip	25 litre can	1

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Floor stripper	Treatment for granite & marbles slate flooring	25 litre can	1
Furniture polish	Pledge, for wooden desks and cabinets	25 litre can	1
Refuse bags	Clear refuse bags (non-negotiable)	TBC	TBC

## 1.11. Waste Removal Specification

1.11.1. The Service provider shall provide efficient waste management services, including but not limited to disposal of:

- i. Hazardous Waste;
- ii. Clinical Waste;
- iii. Recyclable Waste;
- iv. Confidential Waste;
- v. Electrical and Electronic Equipment – Minor electrical items i.e. lamps, fans, heaters, kettles etc
- vi. General Waste

1.11.2. The service provider shall develop agreed procedures for the implementation and maintenance of systems for the safe handling, segregation, collection and storage of all waste prior to its removal. Such systems and procedures shall be based on risk assessments undertaken by the Service provider and have the following objectives:

- i. to minimise waste handling at all stages; and
- ii. implement waste reduction and recycling measures wherever practicable.

1.11.3. The service provider shall provide consumables, equipment and some external storage containers for the provision of the services and shall provide a scheduled waste collection service to meet the waste outputs of Constitution Hill.

1.11.4. Waste collection shall be scheduled at such times and frequencies to minimise disruption to the Constitution Hill operations. Schedules shall also take full account of the category and volumes of waste produced.

## 1.12. Notification Requirements


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

Notification	To Whom
a. Low stock levels	Facilities Manager
b. Maintenance items	Facilities Manager
c. Other problems	Facilities Manager

## 1.13. Performance Levels Required and Penalties

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



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Nature of Call-back	Response Time	
	Normal Hours	After Hours
1. Cleaning complaint i.e. work not done	15 min	N/A
2. Cleaning emergency i.e. accidental spillage	15 min	N/A
3. Cleaning emergency i.e. flooding	30 min	1 hour
4. Cleaning request in scope	1 hour	2 hours
5. Cleaning request out of scope	24 hours	N/A

1.13.2. 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.

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

#### 1.14. Service Costs and Charges

1.14.1. 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.

1.14.2. Annual rates (as publicised in the Government Gazette) would not increase automatically but be approved by Constitution Hill and accepted by the service provider in writing.

1.14.3. 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.

1.14.4. 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).

1.14.5. Constitution Hill will not pay for any out-of-scope work completed without an official purchase order number.

#### 1.15. Commencement, Completion and Contract Term


1.15.1. A three-year contract term is envisaged, commencing in October 2024, and terminating in August 2027.

1.15.2. Notwithstanding the above, a notice period of thirty (30) days is applicable and may be given at any time during the period of the contract.

1.15.3. It will be expected from the service provider to meet the minimum probation requirements for the first three (3) months of the contract period. The minimum probation criteria (KPA's) will be agreed on with the Constitution Hill Facilities Manager.

#### 1.16. Staff



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

### **1.17. Sub-Service providers**


- 1.17.1. 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 of the above information as part of the bid;
- 1.17.2. 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.
- 1.17.3. Any sub-service providers used are subject to the same terms and conditions as applicable to the service provider.

### **1.18. Mandatory requirements**

- 1.18.1. Registration with the Unemployment Insurance Fund and the Workmen's Compensation Fund. Proof must be submitted.
- 1.18.2. Member of NCCA (National Contract Cleaners Association). Proof must be submitted.
- 1.18.3. Valid letter of good standing from the Provident Fund.

### **1.19. General**

- 1.19.1. The successful service provider will report directly to Facilities Management Department.
- 1.19.2. Relevant signage relating to safety i.e. (Slippery when Wet) must be visible at all times in the cleaning process.
- 1.19.3. Cleaning equipment, i.e. mops, brooms, brushes, buckets, vacuum cleaners, etc. must be in safe storage at all times when not in use in the storage area provided by Constitution Hill. Constitution Hill will not be liable for any loss or damage to such equipment. Electrical equipment must conform to SABS standards and shall be subjected to inspection by Constitution Hill's Health and Safety Representative.
- 1.19.4. 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. In the event that a member of staff is requested to be removed from the site, the contractor will appoint another member of staff without delay

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## Annexure A - Service Level Agreement & Key Performance Indicators


### 1. Introduction

Monthly site walk rounds should occur with the Facilities Manager and service provider's Service Delivery Manager to monitor operational staff performance. The results should be formally recorded on the below SLA and KPI document.

### 2. Monthly Targets


- The methodology of the service performance measurement is based on an objective assessment of the performance data through internal audit, where performance scores are awarded if a KPI is met (1), and not awarded if it is not met (0). A basic pass or fail method.
- The Service Performance Measure for each KPI is set out below, in the service level agreement and KPIs.

Key Activity	Description of Activity	No of KPIs
1	Routine Cleaning – prestige and hygiene	1
2	Routine Cleaning – office, corridors and exterior	1
3	Window Cleaning	1
4	Pest Control	1
5	Compliance with agree method statements	1
6	Reactive cleaning services	1
7	Waste Management	1
8	Monthly reports to agreed content	1
9	Customer satisfaction	1

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## Annexure B - Resource Allocation Plan

Building	Areas Covered	Proposed Cleaning Plan	
		Resources	Hours
1. Old Fort	<ul style="list-style-type: none"> <li>All museum sections &amp; courtyards</li> <li>All meeting rooms</li> <li>Constitution Hill offices</li> <li>Ablutions and kitchen</li> <li>Common Areas</li> </ul>	<ul style="list-style-type: none"> <li>2 x Female Cleaner</li> <li>1 x Male Cleaner</li> <li>1 x Supervisor<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>Weekdays (07:00 – 16:00)</li> <li>Including weekends &amp; public holidays</li> </ul>
2. Woman's Gaol	<ul style="list-style-type: none"> <li>All museum sections &amp; courtyards</li> <li>All meeting rooms</li> <li>Ablutions and kitchen</li> <li>Common Areas</li> <li>Lift foyers, including staircases</li> </ul>	<ul style="list-style-type: none"> <li>2 x Female Cleaners</li> <li>1 x Male Cleaner</li> </ul>	<ul style="list-style-type: none"> <li>Weekdays (07:00 – 16:00)</li> <li>Including weekends &amp; public holidays</li> </ul>
3. Number 4&5, including Visitors Centre	<ul style="list-style-type: none"> <li>All museum sections &amp; courtyards</li> <li>All meeting rooms</li> <li>Ablutions and kitchen</li> <li>Common Areas</li> </ul>	<ul style="list-style-type: none"> <li>1 x Female Cleaner</li> <li>1 x Male Cleaner</li> </ul>	<ul style="list-style-type: none"> <li>Weekdays (07:00 – 16:00)</li> <li>Including weekends &amp; public holidays</li> </ul>
4. Transwerke, including Level E security room but excluding Nurses Home	<ul style="list-style-type: none"> <li>All courtyards</li> <li>Control Room &amp; Security Offices (including Level E)</li> <li>Change Rooms, Ablutions and kitchen</li> <li>Common Areas</li> </ul>	<ul style="list-style-type: none"> <li>1 x Female Cleaner</li> <li>1 x Male</li> </ul>	<ul style="list-style-type: none"> <li>Weekdays (07:00 – 16:00)</li> <li>Weekends (no resources)</li> </ul>
5. Precinct, including Constitution Square + Basement Parking	<ul style="list-style-type: none"> <li>6. All eight (8) parking levels</li> <li>7. All lift foyers &amp; stairwells including fire escape routes</li> <li>8. Square &amp; Kidney ablutions</li> <li>9. All precinct roadways and walkways</li> <li>10. Land parcels A, B, C, D and E – litter control and cleaning</li> <li>11. The Kidney Areas</li> </ul>	<ul style="list-style-type: none"> <li>1 x Female Cleaner (Day)</li> <li>3 x Male Cleaners (Day)</li> </ul>	<ul style="list-style-type: none"> <li>Weekdays (DAY: 07:00 – 16:00)</li> <li>Including weekends &amp; public holidays</li> </ul>

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## 2. SCOPE OF WORK FOR HYGIENE AND PEST CONTROL

The hygiene and pest control service provider will be expected to render a comprehensive hygiene and pest control service including scheduled/ routine (as per the standard hygiene and pest control methods indicated below) day to day hygiene and pest control services and reactionary hygiene and pest control services as and when required. The service provider will also be required to provide specialist hygiene and pest control services e.g. treatment of wood destroying insects, bees, bats, borer beetles, and subterranean termites.

### 2.1. Hygiene Services

The Service Provider shall:

2.1.1. Provide the Hygiene Services at Constitution Hill in accordance with the provisions of this specification and the service standard.

2.1.1.1. Maintenance of hygiene equipment, as per Equipment Register appended hereto **as Annexure A**. This includes:

- She bins
- Air-freshener dispensers
- Soap dispensers
- Toilet roll holders
- Seat sanitiser holders
- Paper towel dispensers
- Wall bins
- Urinal sanitiser dispensers

2.1.2. Sanitisers

2.1.2.1. Dispensers to be installed in all ablutions and serviced monthly.

2.1.3. Deep Cleaning

2.1.3.1. Diluted acid, sanitizing and surface cleaning chemicals to be used in order to clean all areas of water closets, urinals, wash hand basins and the head office canteen kitchen stoves, drain, kitchen floors, kitchen stove smoke, etc., where daily cleaners cannot possibly reach. Deep cleaning to be done on monthly basis. Summary of ablutions on the precinct and their locations is attached hereto as **Annexure A**.


2.1.4. Sanitary Bins

2.1.4.1. Emptying sanitary bins three times a week.

2.1.4.2. Bins to be sanitised regularly

2.1.5. All installed hygiene equipment will remain Constitution Hill property after the contract lapses.

2.1.6. Provide a scheduled and reactive Hygiene Service on a day-to-day basis to meet the requirements of Constitution Hill in accordance with this specification and the service standards.

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- 2.1.7. Ensure that routines and institutional processes are not adversely affected by the Hygiene Services.
- 2.1.8. Comply with the standards laid down by the Department of Health in the Hygiene of aseptic areas.
- 2.1.9. Ensure staff working in specialised areas receive training for working in such areas.
- 2.1.10. Ensure safe working practices are followed in public areas, offices, parking basement, and corridors.

AREA	ACCESS TIMES
Office areas	Between hours 08:30 to 17:00
Meeting rooms	Between hours 08:30 to 17:00
Museums	Between hours 09:00 to 17:00
Public areas, entrances, ablutions, toilets	At any time provided that the Contractor has a due regard to the operation of the organisation

- 2.1.11. In the event that any of the Areas are in use during the access times or the access times agreed to in this specification, the Service Provider shall liaise with Facilities Manager to agree to alternative access times so as to ensure the Service Provider is able to comply with the terms of this specification.

- 2.1.12. The Service Provider shall ensure that all staff are adequately trained for the proper fulfilment of their Hygiene duties.


2.1.12.1. Control of Hygiene Consumables

- The Contractor shall be responsible for the ordering, safe storage, distributions and control of a range of consumables to agreed inventory levels as prescribed by Constitution Hill prescripts.
- The Contractor will provide a monthly “usage” report for all hygiene consumables.

2.1.12.2. Control of Material and Equipment

2.1.12.2.1. The Service Provider shall:

- Ensure that the equipment used in the provision of the Hygiene Services complies with all applicable legislation and any other regulations including but not limited to being individually marked and within portable appliance testing test date;
- Provide, maintain and replenish all sanitary dispensing machines as well as maintain sanitary waste bins, as per Equipment Register appended hereto as schedule 3.
- Replace any stolen or defective (in the case of negligent operation) sanitary dispensing machines at Constitution Hill costs;

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- Ensure that all equipment is noise-restricted to avoid sound nuisance when using such equipment particularly in sensitive areas of Constitution Hill;
- Ensure any non-compliant equipment is not used by any person whatsoever;
- Ensure all materials, consumables and equipment are designed for specific use in specific areas of Constitution Hill;
- Ensure all materials, consumables and equipment are properly cleaned and stored;
- Ensure equipment to be used in a particular area only is clearly designated for such area and under no circumstances used elsewhere;
- Staff are properly trained in the use of all consumables, materials and equipment.

#### 2.1.13. Hygiene Liaison

- The Contractor shall regularly liaise with the Facilities Manager (or his delegated representative) on:
  - The employment of the latest techniques, material and equipment to ensure the highest quality of Hygiene Services;
  - Constitution Hill Health and Safety Committee (as notified to the Contractor from time to time) on the application of the organisation's Health and Safety Policy.

## 2.2. Pest Control


The pest control services are to be in line with the standard stipulated in the South African Pest Control Association. These services will be rendered across all Constitution Hill buildings (excluding the Constitutional Court building) through fumigation on a quarterly basis.

The Contractor will supply all labour, material, machinery, equipment and consumables including each and every item of expense necessary to maintain the standards of the contract as required. In so doing ensuring all staff deployed at the site shall at all times, when on duty, be fully equipped in order to perform his or her duties.

The Contractor shall also provide general cleaning and pest control services on a day-to-day basis to meet the requirements of Constitution Hill, as follows:

- 2.2.1. Monthly treatment for the control of ants, crickets, fleas, flies, paper lice, spiders, termites, and other crawling and flying insects. The area schedule is as follows:

Building	Description of Area	Area
Old Fort	All Constitution Hill Offices, meeting rooms, conference room, ablutions, staff kitchen, ramparts spaces, exhibition spaces	600 m <sup>2</sup>
Women's Gaol	All exhibition spaces, Atrium, Lekgotla, ablutions, lifts and lift foyers (including	650 m <sup>2</sup>

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	stairwells), Archives (including Nursery) EXCLUDING tenanted areas	
Number 4	All exhibition areas, Visitors Centre including office adjacent + store, Pause Area, Data Room, Tour Guides Offices	900 m <sup>2</sup>
Transwerke	Control Room, Security Manager's Office, Ablution facilities and common areas on all floors	200 m <sup>2</sup>

2.2.2. **Rodent Control** – The control of rodents will be conclusive with respect to exclusion, restriction, and eradication and monitoring. A system of strategically placed tamper proof bait stations, permanently affixed, are to be maintained and monitored on a monthly basis.

2.2.2.1. The bidder will supply “Tamper Proof” rodent bait stations.

2.2.2.2. All “Tamper Proof” bait stations will be clearly numbered, and a corresponding wall plate indicator will be placed approximately 1.5m above each station.

2.2.2.3. The Contractor will ensure that a blueprint map is kept on file indicating the exact location of every “Tamper Proof” bait station. These units should be reflected on the map with corresponding unit numbers.

2.2.2.4. The Contractor will be required to conduct monthly inspections and in so doing evaluate and analyse risk of infestation and/or contamination resulting from the various categories of pests. Each inspection is to be concluded with a written report for inclusion into the Service Report.


2.2.2.5. The method of treatment in respect of prevention and elimination is to conform to SA Government Legislation as outlined in the SABS Code of Practice. Such treatment methods must be environment friendly, humanely acceptable, effectively and professionally carried out on a monthly basis.

2.2.2.6. Supply and install 250 rat baits stations around the precinct, with proper monitoring and maintenance.

2.2.3. **Insect Pest Control** – Control of cockroaches, fish moths, spiders, bed bugs, fleas including domestic ants is to be effective in ensuring a total control of the pests through a conclusive monthly program of:

- Inspection;
- Application;
- Restriction;
- Exclusion;
- Monitoring - Such will incorporate the use of pesticide gels and fumigants as approved for use by the Department of Agriculture.

2.2.4. **Additional Services** – All wood destroying insects and or subterranean termites, borer beetles, bees and bats will not form part of the Service Provider's daily responsibilities. These pests will be treated on a once-off request basis at an additional charge.

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2.2.5. **Pesticides** - are to be of Department of Agriculture approved formulation, biodegradable, suitable for use in the food industry and so applied to ensure the risk of carry-over is minimal.

2.2.6. The Service Provider will be responsible for the planning and implementation of a **Pest Management Programme** for the Constitution Hill precinct. The Pest Management Programme will consist of the following: -

2.2.6.1. Inspection – Monthly inspections of all harbourages and likely harbourages.

2.2.6.2. Identifying – Identifying of pest infestation and specific pest.

2.2.6.3. Elimination – Apply suitable remedy through application of pesticides / rodenticide.

2.2.6.4. Maintenance – Carry out routine services for prevention of possible pest infestation.

2.2.6.5. Monitoring – Placement of monitoring Roach traps and or inspection of areas.

2.2.7. The Contractor will place a Pest Control Officer on site on a once-a-week basis, who will be registered with the Department of Agriculture to oversee the provision of pest control services.

2.2.8. Statutory requirements for the provision of pest control services:

- Technicians and remedies registered with Department of Agriculture (Act 36/1947)
- HACCP (Hazard Analysis at Critical Control Point) compliant processes for Food Safety requirements
- SABS approved products
- Documentation and support for health inspection authorities
- Application of newest technology, latest products and trends globally
- Registered with the PCSIB (Pest Control Services Industries Board) and/or PMA (Pest Management Academy)
- Members of SAPCA (SA Pest Control Association)

## 2.3. Recordkeeping and Reporting

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

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

2.3.3. All updated documentation is to be forwarded to the Facilities Manager for safekeeping.



## 2.4. Interaction with Constitution Hill

2.4.1. 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.

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



2.4.3. Formal MONTHLY operational meetings will be held with the Facilities Manager.




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## 2.5. Contract Meetings

- 2.5.1. 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
- 2.5.2. 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.
- 2.5.3. 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.

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# PART B

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## B1. DECLARATION OF INTEREST

### SBD 4

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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


### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.2 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....


.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the

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

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contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.


I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>

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# PART C

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## C1: Tender Evaluation

### C1.1. Stage 1: Administrative Compliance

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

Minimum Documents required for this BID	Submitted (Yes /No)
SBD 1 Invitation to Bid	
SBD 4 Declaration of interest	
SBD 6.1 Preference points claim	
CSD report/Bidder's CSD unique number	
SARS Tax Pin	
BEE Certificate/ Sworn Affidavit	


Bidders must submit the following requirements listed below. Failure to submit will result in a bid being disqualified and not considered for further evaluation of functionality, pricing and specific goal.

Minimum Documents required for this BID	Submitted (Yes /No)
Valid Registration with the Workmen's Compensation Fund.	
Valid Member of NCCA (National Contract Cleaners Association).	
Valid letter of good standing from the Provident Fund.	

### C1.3. Stage 3 - Functionality Evaluation


Below is the technical evaluation criteria and weighting for functionality.

CRITERIA	EVALUATION CRITERIA	MAXIMUM SCORE	SCORES
<b>1.Bidders Experience</b>	<ul style="list-style-type: none"> <li>The bidder must demonstrate relevant experience in the provisioning of cleaning, pest control and hygiene services.</li> <li>The bidder must provide letters from contactable clients where the bidder has done Cleaning Services; the letters must be of similar work and</li> </ul>	40	

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	<p>must show the project value. The letter must be on the client's letter head and be signed by the clients representative. Appointment letters or Purchase Order's will NOT be scored against.</p> <p>Note: The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> <li>No relevant reference letters = <b>0 points</b></li> <li>One relevant reference letters = <b>10 points</b></li> <li>Two relevant reference letters = <b>20 points</b></li> <li>Three relevant reference letters = <b>30 points</b></li> <li>Four relevant reference letters = <b>40 points</b></li> </ul>		
<b>2. Supervisor Experience</b>	<p>Supervisor must at least have matric and have a minimum of 3 years and above experience in cleaning.</p> <ul style="list-style-type: none"> <li>Matric certificate(certified) = <b>10 points</b></li> <li>CV indicating a minimum 3 years of experience in cleaning/hygiene control = <b>10 points</b></li> <li>No evidence provided = <b>0 points</b></li> </ul>	20	
<b>3. Vehicle</b>	<p>The bidder must own or must have a lease agreement with a car rental company which will cover the duration of the contract. The vehicle will be used for the delivery of cleaning chemicals and removal of sanitary waste from site.</p> <ul style="list-style-type: none"> <li>Vehicle owned by bidder (vehicle papers in the name of owner/company) or lease agreement with a car rental company = <b>10 points</b></li> <li>No vehicle or evidence provided = <b>0 points</b></li> </ul>	10	
<b>4. Bidder offices around Gauteng Province</b>	<p>The bidders' offices must be in Gauteng for ease of operations and for purposes of proximity with the site. The bidder must provide proof of address in the name of the owner or business. Proof must not be older than 6 months.</p>	10	



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	<ul style="list-style-type: none"> <li>Gauteng address = <b>10 points</b></li> <li>No proof attached = <b>0 points</b></li> </ul>		
<b>5.Contingency plan</b>	<p>The service provider must provide a contingency plan in the following cases (Will the bidder have capacity during these scenarios, the bidder must indicate how they will continue to provide a service to ConHill during the below scenarios). The plan has to at least have a paragraph containing not less than 4 sentences for each scenario.</p> <ol style="list-style-type: none"> <li>Industrial strike = <b>4 points</b></li> <li>Sick leave = <b>4 points</b></li> <li>Maternity leave = <b>4 points</b></li> <li>Family responsibility leave = <b>4 points</b></li> <li>Annual Leave = <b>4 points</b></li> <li>No plan provided = <b>0 points</b></li> </ol>	20	
	<b>Total Points</b>	<b>100</b>	
	<b>Minimum Qualification Points</b>	<b>70</b>	

The minimum qualifying score for functionality is 70 points. All bids that fail to achieve the minimum qualifying score of 70 points on evaluation will not be considered for further evaluation on Price and Specific goals.

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#### C1.4. Stage 4 – Financial - Price and Specific goals

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender


Specific goals for the tender and points claimed are indicated per the table below.

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by black people who are youth	10	
51% owned by black people who are women	10	

**NB:** To claim preferential procurement points for an entity which is at least 51% owned by black people who are women, the tenderer must submit certified ID copy not older than 6 months.

**NB:** To claim preferential procurement points for an entity which is at least 51% owned by black people who are youth, the tenderer must submit certified ID copy not older than 6 months.

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## DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES


Service Providers must ensure that a detailed pricing schedule is included and 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.

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

### Summary of Total Cost

Description of Services	Once-off Costs	Monthly Costs	ANNUAL COSTS			TOTAL
			Year 1	Year 2	Year 3	
<b>1. Cleaning Service - Labour Costs</b>						
1.1. Number of Cleaners (day shift)						
1.2. Supervisory staff per shift						
<b>2. Cleaning Services - Equipment Costs</b>						
2.1. As per specification						
<b>3. Cleaning Services - Consumables Costs</b>						
3.1. As per specification						
<b>4. Cleaning Services – Carpet Cleaning Costs</b>						
4.1. As per specification						
<b>5. Cleaning Services – Window Cleaning Costs</b>						
5.1. As per specification						
<b>6. Waste Removal Services</b>						
6.1. Once-off installation Costs						

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6.2. Servicing as per specification						
<b>7. Pest Control Services</b>						
7.1. As per the specification						
<b>8. Hygiene Services</b>						
8.1. As per the specification						
<b>8.3 High Access Window Cleaning</b>						
8.3.1. Women's Jail 3900m <sup>2</sup>						
8.3.2. Old Fort 150m <sup>2</sup>						
<b>GRAND TOTAL including VAT</b>						

Provision of High Access Window Cleaning Services, including specialist equipment (scaffolding, ladders, etc.) – 6 MONTHLY BASIS

NOTE: Service provider to submit a detailed work procedure for the provision of high-access window cleaning, inclusive of an appropriate risk assessment, fall protection plan, safety plan, and additional requirements (number of cleaners, duration of task, etc.) deemed necessary for the completion of the task.

### Pricing Data and Instructions

- 1.1.1. The Tenderer must price ALL items contained in the Pricing Schedule.
- 1.1.2. 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 no more than 2.
- 1.1.3. The cost of installation, site preparation etc. must be included in this proposal as per pricing schedules.
- 1.1.4. Annual increases on labour and related costs will be affected in line with the Cleaning Industry Bargaining Council.
- 1.1.5. The rate remains fixed but subject to price escalation on the anniversary of the contract of no more the percentage as determined by the Cleaning Bargaining Council for the labour 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).

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- 1.1.6. 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).
- 1.1.7. Please complete the pricing schedule that follows. Failure to complete the pricing schedule in full will result in disqualification.

## Specialist Requirements

The service provider must provide rates to be used for the following services, including ad-hoc requests:

### 1.1.8. Provision of Laundry Services for Venue Hire equipment – AD-HOC REQUESTS


Item	Task Description	Quantity	Rate (excl VAT)
Chair Cover	Dry-cleaning services (same day)	1	
Table Cover	Dry-cleaning services (same day)	1	
Table Centrepiece/overlay	Dry-cleaning services (same day)	1	
Table skirting	Dry-cleaning services (same day)	1	
Trestle Tables	Mechanical scrubbing	1	
Plastic Chairs	Hand-scrubbing scrubbing	1	
Cushioned Stacker Chairs	Upholstery cleaning	1	

### 1.1.9. Provision of Cleaning Services during events (AD-HOC)


- Constitution Hill buildings are used for meetings and conferences, ceremonial purposes and special events such as international meetings, receptions, cultural events, and art exhibits. These events may last until 2:00 a.m. or later. Additional cleaning services will be required to be performed during and after the event.
- In case these requirements result in a modification to the Contract Price, as such, service providers are requested to indicate rate on a per event basis, or on a per man-hour basis.

Item	Description of Event	Rate (excl VAT)
Event	Events hosted during weekdays (Mondays- Fridays) – <b>during</b> normal working hours (06:00 to 18:00)	
Event	Events hosted during weekdays (Mondays- Fridays) – <b>after</b> normal working hours (18:00 to 06:00), include transportation costs	
Event	Events hosted during weekends or public holidays, include transportation costs	


## Evaluation of Service Performance Levels

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#	KEY ACTIVITIES	PERFORMANCE LEVEL	KEY PERFORMANCE INDICATOR	REF	COMMENT (Pass/Fail)
1.	<b>Routine Cleaning Services</b> Provide a routine and periodic cleaning service to social space and communal areas and hygiene designated areas  Typical areas include reception spaces, meeting areas, front entrance areas, plus WC's, bathrooms, showers, exhibitions, roadways	The areas shall be cleaned to the highest standards be clean at all times, and supplied with agreed quality and quantity of consumables  Areas shall be continually assessed and cleaned as required to meet the acceptable performance standard as identified in the cleaning specification - Cleaning Service Standards	<b>98%</b> of all areas inspected in the month demonstrate the standard is achieved for social communal and & hygiene spaces, and service standards as stated are met	KPI1	
2.	Provide a routine and periodic cleaning service to offices and exterior areas with structured routine daily and periodic schedules of cleaning service to designated areas	The areas shall be cleaned to the highest standards be clean at all times, and supplied with agreed quality and quantity of consumables  Areas shall be continually assessed and cleaned as required to meet the acceptable performance standard as identified in the cleaning specification - Cleaning Service Standards	<b>98%</b> of all areas inspected in the month demonstrate the standard is achieved and meet service standards as stated	KPI2	
3.	Provide window cleaning services for internal and external glazing through external contractor	The appearance of the building is maintained. Window cleaning service standards are identified in 'the cleaning specification' – Cleaning Service Standards	100% Compliance with agreed schedule	KPI3	
4.	Provide pest control services through external contractor	Regular inspections (minimum x times per year) for evidence of pests, provision of a call out service via site services	Compliance with agreed inspection schedule	KPI4	


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#	KEY ACTIVITIES	PERFORMANCE LEVEL	KEY PERFORMANCE INDICATOR	REF	COMMENT (Pass/Fail)
		Response to infestations or outbreaks of pests within specified period	Treatment of infestations and outbreaks within agreed timescale and to agreed standard		
5.	Deliver cleaning services to the agreed Cleaning Service standards and comply with structure and procedures identified within the statements	Cleaning services are provided in accordance with the Cleaning Service standards without omission or alteration unless agreed in advance in writing by Constitution Hill	<b>100%</b> compliance with written, Constitution Hill agreed Cleaning Service standards	KPI5	
6.	<b>Reactive Cleaning Services</b> Provide a reactive cleaning service for emergencies, urgent incidents, and routine services such as replacement of consumables and other sundries	Response in accordance with the defined classifications as identified in the service specification provided the correct reporting method has been followed	<b>100%</b> of all requests for emergency and urgent cleaning service responded to immediately and problem rectified within 1 hour in normal working hours	KPI6	
			<b>100%</b> of all requests for routine cleaning response rectified within 24 hrs	KPI7	
7.	<b>Waste Management</b> Ensure that sufficient waste and recycling receptacles and liners are supplied maintained and checked regularly. All signage and recycling information clearly displayed and maintained	Waste Management services are provided in accordance with standards agreed with the Facilities Department to minimise waste and increase recycling rates	Targeted increase in recycling rates for recyclable items and reduction in total landfill waste and non-recyclable items in agreement with Facilities	KPI8	


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#	KEY ACTIVITIES	PERFORMANCE LEVEL	KEY PERFORMANCE INDICATOR	REF	COMMENT (Pass/Fail)
8.	<b>Monthly reports</b> Reports are provided by Service Delivery Manager to the Facilities Manager with relevant content and to agreed format	Monthly reports as a minimum provide details of: <ul style="list-style-type: none"> <li>reports on SLA's and KPI's (by exception); year to date performance and year on year performance</li> <li>achievements including unexpected problems and emergencies resolved by cleaning staff</li> <li>areas of concern in the services with corresponding remedial actions</li> <li>potential areas for improvement, including proposals for improved performance, value for money and cost savings</li> <li>summary of any proposed changes, including the following attachments: sub-contractors, equipment, key staff</li> <li>details of training (induction and ongoing) and recruitment planned and undertaken.</li> <li>staffing levels including any shortfalls against contracted hours</li> <li>health, safety and environmental issues including any unresolved issues and risk assessments undertaken and any accidents or near miss reporting.</li> <li>financial statement related to the services to date in the financial year including forecast</li> </ul>	Monthly management report produced to agreed content	KPI9	
			Monthly management report produced to agreed schedule, FIVE (5) working days in advance of the monthly management meeting	KPI10	



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#	KEY ACTIVITIES	PERFORMANCE LEVEL	KEY PERFORMANCE INDICATOR	REF	COMMENT (Pass/Fail)
		to year-end, identifying variations			
9.	<b>Customer Satisfaction</b> Constitution Hill staff and tenants' satisfaction surveys	Customers are aware of standards of service delivery and cleaning services are delivered in accordance with the standards outlined in the Cleaning Services specification	<b>90%</b> of respondents in the surveys rate the cleaning service as "good" or higher (e.g. "very good" or "excellent")	KPI11	

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## C2. SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.


1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where


$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference

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points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
51% owned by black people who are women	10	
51% owned by black people who are women	10	

**NB:** To claim preferential procurement points for an entity which is at least 51% owned by black people who are women, the tenderer must submit certified ID copy not older than 6 months.

**NB:** To claim preferential procurement points for an entity which is at least 51% owned by black people who are women, the tenderer must submit certified ID copy not older than 6 months.

**Failure to submit the certified ID copy will result in preferential points not being awarded.**


#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

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- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.



.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....


**DATE:** .....

**ADDRESS:** .....

.....

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# PART D

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## D1. GENERAL CONDITIONS OF CONTRACT (GCC)


The purpose of this Section D1 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.

## 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;

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- 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.
- 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;



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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 fulfil 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**.

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 fulfilment 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 fulfilment of all obligations and conditions defaulting on me under this agreement as the principal liable for the due fulfilment 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.

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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).

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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

## 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.

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- 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 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 ancillaries 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.

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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](http://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

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

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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.

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;

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- (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 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.

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#### **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 contract 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) 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.



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- 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 fails 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, 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 the client intends imposing a restriction on 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



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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 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.

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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 wilful 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.

## **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

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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.

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## D2. SPECIAL CONDITIONS OF CONTRACT (SCC)

The winning bidder will be required to sign the following special conditions applicable to this tender. By responding to this tender, bidder acknowledges the below special conditions of contract and is willing to accept them during contracting stage:

### 1. Definitions

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

### 2. Application

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

### 3. Standards

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

### 4. Insurance

- 4.1 The 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.

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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.


## 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 D1, D2, D3 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 at .....on this..... day of .....20...

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

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### Annexure C– HYGIENE EQUIPMENT REGISTER

Washrooms					SS units				Units (White)							
Area	Water Closets	Urinals	Basins	Showers	Soap Dispenser	Hot Air Unit	Folded Paper Towel Units	TR2 Toilet Roll Hold	Soap Dispenser	Sanitary Bins	Reflex Hand Towel Bin	Folded Paper Towel Units	Air Freshener Units & Brackets	Sanitiser	Seat Wipe Dispenser	TR2 Toilet Roll Hold
SQUARE Female	1	0	1	0	0	0	0	0	1	1	1	0	1			1
SQUARE Male	1	0	1	0	0	0	0	0	1	0	1	0	1			1
<b>Square Total</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>2</b>			<b>2</b>
OLD FORT Conf Male	1	0	1	0	0	0	0	0	1	0	0	1	1			1
OLD FORT Conf Female	1	0	1	0	0	0	0	0	1	1	0	1	1			1
OLD FORT Male	3	3	3	0	0	0	0	0	2	0	1	0	1			3
OLD FORT Female	4	0	4	0	0	0	0	0	2	4	1	0	1			4
OLD FORT Paraplegic	1	0	1	0	0	0	0	0	1	1	1	0	1			1
<b>Old Fort Total</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>5</b>			<b>10</b>
WOMANS JAIL Security	4	0	4	0	3	0	3	4	0	2	0	0	2			4
WOMANS JAIL Hospital	3	0	3	0	3	0	3	3	0	2	0	0	1			3
WOMANS JAIL CB GF East Ladies	4	0	4	0	4	0	3	5	3	4	0	0	2			4
WOMANS JAIL CB GF West Gents	2	2	5	0	4	0	3	2	1	0	0	0	2			2
WOMANS JAIL CB East First Fl	4	2	5	0	3	0	2	4	1	3	0	0	2			4
WOMANS JAIL CB West First Fl	4	2	5	0	3		2	4	1	3	0	0	2			4
<b>WG Total</b>	<b>21</b>	<b>6</b>	<b>26</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>16</b>	<b>22</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>11</b>			<b>21</b>
TRANSWERKE Male	1	1	1		1	0	0	0	1	0	1	0	1			1
TRANSWERKE Female	1	1	1		2	0	0	0	2	2	2	0	1			2
<b>TW Total</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>0</b>			<b>3</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>2</b>			<b>3</b>
<b>TOTAL QTY</b>	<b>35</b>	<b>11</b>	<b>40</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>16</b>	<b>22</b>	<b>18</b>	<b>23</b>	<b>8</b>	<b>2</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>36</b>