

CONSTITUTIONHILL

CONSTITUTION HILL DEVELOPMENT COMPANY SOC LTD

INVITATION TO AN OPEN TENDER (CONHILL/05/VH-CATERING/2024/25) FOR THE PROVISION OF CONFERENCE CATERING SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS.

BID NUMBER: CONHILL/05/VH-CATERING/2024/25

CLOSING DATE 18 February 2025
TIME 11:00 AM

COMPULSORY SITE BREIFING 04 February 2025
TIME 11:00 AM

BREIFING VENUE CONSTITUTION HILL DEVELOPMENT COMPANY
11 KOTZE STREET
BRAAMFONTEIN JOHANNESBURG
THE OLD FORT BUILDING
HUMAN RIGHTS BOARDROOM

BID VALIDITY PERIOD: 120 DAYS

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

BID SUBMISSION REQUIREMENTS:

Bidders must submit their tender submissions as outlined below:

Tender Submissions	Technical Proposal	Financial Proposal
Hard Copies marked	1 x "Original"	1 x "Original"
	1 x "Copy"	1 x "Copy"
Soft Copy	1 x USB or DVD (<i>must include both technical and financial proposals</i>)	

The Constitution Hill Development Company will be making use of the two envelope system. Bidders are required to place their bid documents in sealed envelopes, marked as follows:

- Envelope (1) one marked: Technical Proposal (original and copy) including the soft copy USB or DVD
- Envelope (2) two marked: Financial Proposal (original and copy)

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

1: INVITATION TO BID

SBD1

You are hereby invited to bid for the requirements of the CONSTITUTION HILL DEVELOPMENT COMPANY (SOC) LTD					
Bid no:	CONHILL/05/VH-CATERING/2024/25	Closing Date:	04 February 2025	Closing Time:	11:00 am
Description:	INVITATION TO AN OPEN TENDER (CONHILL/05/VH-CATERING/2024/25) FOR THE PROVISION OF CONFERENCE CATERING SERVICES AS WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS				
Bid response documents may be deposited in the bid box situated at (<i>street address</i>):					
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	Maggie Moeketsi	
Telephone no	011 381 3100		Telephone no	011 381 3100	
E-mail Address	tenders@conhill.org.za		E-mail Address	tenders@conhill.org.za	
Closing date for Enquiries: 11 February 2025					
Supplier Information					
Company Name					
Company / CC Registration no					
CIDB Registration no (if applicable)					
Tax Registration no					
Postal Address					
Street Address					
Telephone no	Code		Number		

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

PART A

A1. BIDDING CONDITIONS, COMPLIANCE AND EVALUATION

A1.1 Conditions for Bidding
1.1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.1.2 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)
1.1.3 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 FOR GOODS AND SERVICES CONTRACTS. 80/20 PREFERENCE POINT SYSTEM WILL APPLY AND THAT THE HIGHEST ACCEPTABLE TENDER WILL BE USED TO DETERMINE THE APPLICABLE PREFERENCE POINT SYSTEM.
1.1.4 CONDITIONS OF CONTRACT: <ul style="list-style-type: none"> 1.1.4.1 All the documentation submitted in response to this invitation to bid must be in English. 1.1.4.2 ALL SBD forms including electronic forms must be completed and signed 1.1.4.3 All changes must be scratched out and a signature appended next to each change. Any document submitted with correction fluid/pens will be disregarded and taken as not submitted. 1.1.4.4 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. 1.1.4.5 Please make proper divisions / insert file dividers and clearly reference/index your bid document and bid supporting documents attached. 1.1.4.6 Compliance with the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI/POPIA'): The Parties acknowledge their respective obligations to comply with the substantive provisions of POPI. In any event where any party receives any personal information as defined in POPI it shall ensure that it fully complies with the provisions of the Act and only process the personal information to fulfil its obligations under this Agreement or permitted purpose. The personal information received shall not be further processed or disclosed without the consent of the disclosing party. Each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPI, and may prevent the other party, any of its agents or subcontractors, or any third party who has received such records from violating this agreement.
1.1.5 TENDER RESPONSES SHOULD BE SUBMITTED AS FOLLOWS:

- 1.1.5.1 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.
- 1.1.5.2 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.
- 1.1.5.3 Amended bids may be made, in an envelope clearly marked "Amendment to bid no "CONHILL/05/VH-CATERING/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.
- 1.1.5.4 It is the bidder's responsibility to ensure the accuracy of information submitted in both hardcopy and soft copy and that ConHill reserve the right to decide which source of information to rely on in case there is contradicting information or omissions between hard copy and soft copy submitted documents.
- 1.1.6 The bidder is responsible for all the costs that they might incur related to the preparation and submission of the bid document.
- 1.1.7 Responses to this tender received from a bidder will be valid for a period of 120 days counted from the closing date of the tender.
- 1.1.8 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.
- 1.1.9 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.
- 1.1.10 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.

- 1.1.11 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.
- 1.1.12 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.
- 1.1.13 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).
- 1.1.14 The successful bidder will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.

A1.2 Tax Compliance Requirements

- 1.2.1 Bidders must ensure compliance with their tax obligations.
- 1.2.2 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.
- 1.2.3 Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 1.2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 1.2.5 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

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 System of Preferential Procurement Regulations 2022

A2. TERMS OF REFERENCE

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.

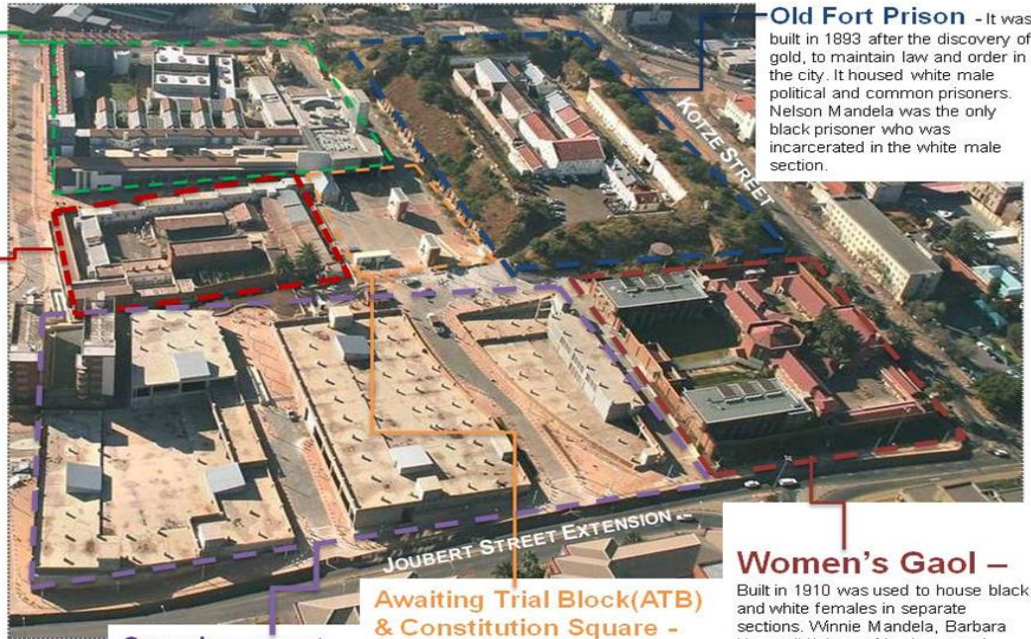
Number Four

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:

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

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



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

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

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

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

1. PURPOSE

The purpose of this document is to invite bids from suitably qualified catering service providers who hold a valid Certificate of Acceptability issued in terms of the Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters, R638 of June 2018 under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) to tender for the provision catering services for conferences and events for a period of 36 months.

2. BACKGROUND

This bid document seeks to invite tenders from qualified catering service providers who might be interested in taking up an opportunity to offer catering services for conferencing/meetings and events catering for Constitution Hill clients.

Constitution Hill has positioned itself as a venue of choice in the MICE (Meetings, Incentives, Conferences and Exhibitions) sector, offering end to end conferencing solutions to a wide spectrum of clientele. Currently, we cater for this market in various function / event venues in the Women's Jail and the Old Fort sections of the precinct. Whilst Constitution Hill has seen a sturdy growth in the demand of its existing conference and events facilities, the challenge has been the lack of an in-house catering solution hence the invitation to tender for the said services until our own in-house catering solution is in place

The services rendered will be for the Service Provider's own account, taking responsibility of all

risks including profit/loss, stock and cash control. The services will **NOT** be on a subsidy basis.

3. SCOPE OF WORK

The Constitution Hill Development Company wishes to enter into contract with a catering service provider for the provision of catering services for our venue hire clients for a period of 36 months from the date of entering into a service level agreement as per the terms contained herein.

The preferred service provider must be prepared to cater for all dietary preferences, including but not limited to religious, cultural, vegetarian, vegan, kosher and halal with valid certification from the respective bodies where applicable.

The Service Provider must ensure that the meals ordered are prepared and delivered to the conference / function venue as stipulated by the client/s. The response times as detailed herein shall be strictly adhered to. Failure to adhere to the stipulated turn-around times / service times may result in non-payment or reduction of the quoted price for the service.

Service Conditions:

The SLA makes provision for:

- Catering services
- Consumables and supplies as required (including tablecloths and centerpieces) if/when required
- Maintenance of own equipment

Furthermore;

- Preparation, quality and presentation of snacks, meals, hot beverages must be to the acceptable food industry standards whilst also ensuring that no food preparation other than that which has been specified or requested is delivered.
- All food must be prepared in a clean and hygienic manner in accordance with all health and safety regulations and the food preparation facilities must be duly certified in accordance with relevant environmental health legislation.
- The preferred service providers must provide adequate and appropriate catering equipment, cutlery and crockery when required.
- The preferred service providers should be able to **respond with a quotation within 4 hours or less for required services.**
- Service providers must be able to **deliver services within 12 hours** of the placement of the order.
- Shortlisted candidates will be subjected to host a food tasting/sampling session and an inspection of the food preparation premises should the evaluation committee deem it fit.
- Variety of menus to be provided according to needs outlined below.
- Proposed rates must be **valid for 6 months** after the date of submission.
- The Scope of Work shall be taken in the manner stated in this document as well as the Service Level Agreement.
- Service providers must price each category and indicate the price per category from the below – i.e.: provide a full and complete menu pack of options together with costs.
- **Selling price must be inclusive of all costs including delivery and staffing**

The menu for all the categories is listed below and must be completed by service providers:

- Provide menu's (with selection options) and prices for the following full day conference packages

SERVING TIMES	PACKAGE 1	PACKAGE 2	PACKAGE 3
ARRIVAL	Selection Teas Coffee Fruit Juice	Selection Teas Coffee Fruit Juice	Selection Teas Coffee Selection of fresh Fruit Juice
	Selection of Sandwiches	Pastries Muffins Scones Sandwiches	Pastries Muffins Scones Preserves Sandwiches Fruit Platter Sticks
MID MORNING	Selection of Teas Coffee	Selection of Teas Coffee	Selection of Teas Filter Coffee
	Biscuits	Snack (Provide a selection of 3 to choose from)	One Savoury One Sweet Snack (Provide a selection of 6 savoury and 6 sweet to choose from)
BUFFET LUNCH	2 hot Protein (Provide a selection of at least 4 options to choose from)	3 hot Protein (Red White Fish) (Provide a selection of at least 6 options to choose from)	Full Salad Bar (Provide a selection)
	1 Starch	2 Starch	4 hot Protein (Red White Fish) (Provide a selection of at least 8 options to choose from)
	2 Vegetables	3 Vegetables	2 Starch
	2 Salads	3 Salads	3 Vegetables

SERVING TIMES	PACKAGE 1	PACKAGE 2	PACKAGE 3
	Bread Rolls	Bread Rolls	Bread Rolls
	1 Dessert (Provide a selection to choose from)	2 Desserts (Provide a selection to choose from)	4 Desserts (Provide a selection to choose from)
	1 Soft Drink	1 Soft Drink	1 Soft Drink
			Tea Coffee
AFTERNOON	Biscuits	Snack (Provide a selection of 3 to choose from)	One Savory One Sweet Snack (Provide a selection of 6 savoury and 6 sweet to choose from)

- Provide menu's and prices (with selection options) for the following half day conference package

SERVING TIMES	PACKAGE 1	PACKAGE 2	PACKAGE 3
ARRIVAL	Selection of Teas Coffee	Selection of Teas Coffee	Selection of Teas Coffee Selection of fresh Fruit Juice
	Selection of Sandwiches	Pastries Muffins Scones Sandwiches	Pastries Muffins Scones Preserves Sandwiches Fruit Platter /Sticks
MID MORNING	Selection Teas Coffee	Selection Teas Coffee	Selection Teas Coffee Selection of fresh Fruit Juice
LUNCH	2 hot Protein (Provide a selection of at least 4 options to choose from)	3 hot Protein (Red White Fish) (Provide a selection of at least 6 options to choose from)	Full Salad Bar (Provide selection)
	1 Starch	2 Starch	4 hot Protein (Red White Fish) (Provide

SERVING TIMES	PACKAGE 1	PACKAGE 2	PACKAGE 3
			a selection of at least 8 options to choose from)
	2 Vegetables	3 Vegetables	2 Starch
	2 Salads	3 Salads	3 Vegetables
	Bread Rolls	Bread Rolls	Bread Rolls
	1 Dessert (Provide a selection to choose from)	2 Desserts (Provide a selection to choose from)	4 Desserts (Provide a selection to choose from)
	1 Soft Drink	1 Soft Drink	1 Soft Drink

Bidder to provide menu's and prices (***with selection options***) for the following packages:

- Continental Breakfast
- Full English Breakfast
- Health Breakfast
- Brunch
- Three different Cocktail Menu's ranging in price from R130 per head
- Braai Menu.

4. CRITICAL DELIVERABLES

- Delivery of equipment and setting up of food must be completed at least 45 minutes before food is served.
- The service provider may not provide a duplicate lunch buffet when booked for consecutive days.
- All orders placed must meet the pre-agreed standard of delivery and service as well as production.
- The food served and the equipment used for serving must be of exceptional quality.
- The bidder is required to ensure that their staff is dressed appropriately with clean professional attire at ALL TIMES.

5. SKILLS, KNOWLEDGE, AND QUALIFICATIONS

- Experienced catering history in the food and beverage industry
- Valid certification from health and food authorities.
- Valid certification from religious respective bodies where applicable.
- Must be able to work within a designated budget.

6. COMPETENCY, EXPERTISE AND EXPERIENCE REQUIREMENTS

Basic competencies and expertise which may be required include, inter alia: Three (3) years' corporate function catering experience is required and a proof that the service provider has performed similar services.

7. GENERAL REQUIREMENTS

Service providers must provide all the information requested in the Terms of Reference (TOR) and instruction to service providers.

7.1. The Service Provider will be required to:

- Conduct business in a courteous and professional manner.
- Ensure that all personnel working under this contract are in good health and pose no health to any personnel at Constitution Hill or its clients.
- Comply with the Constitution Hill security and emergency policies, procedures and regulations.
- Ensure that all work performed and all vehicles and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act 85 of 1993 and any regulations promulgated in terms of this Act and standard instructions of Constitution Hill.
- Maintain its equipment in good order so as to comply with the occupational health and safety standards of Constitution Hill.
- Ensure that all personnel working under this contract are adequately qualified and trained prior to the commencement of the contract
- Provide all personnel working under this contract with uniforms, which state the name of the service provider and employee name that can be clearly identified from other service providers or staffers around the site. Constitution Hill reserves the right to order the immediate removal of a staffer that does not adhere to this requirement.
- Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and ensure that these items are worn at all times.
- Ensure that Constitution Hill is informed of any removal and or replacement of personnel.

Constitution Hill Development Company shall:

- Conduct business in a courteous and professional manner with the Service Provider.
- Provide appropriate and timeous information as and when required by the Service Provider to fulfill their duties.

- Not accept responsibility for any damages or injuries suffered by the service provider or their personnel for the duration of the contract is it is deemed to be out of the control of the Constitution Hill Development Company.
- Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contacting parties.
- Constitution Hill will also provide:
 - Electricity points;
 - Water points;
 - Limited refrigeration for beverages.

7.2. Specific Conditions

Catering Services

- Provide catering service for conference / event clients and ad-hoc functions on request. Constitution Hill Development Company reserves the right to procure catering elsewhere, i.e., outside the contract should the services be urgently required and not immediately available or in emergency cases.
- Delivery of meals to the respective conference / function venues must be within the prescribed time frames.
- Provide meals in a presentable manner to the clients.
- Provide adequate catering equipment, cutlery and crockery.
- Remove catering equipment and clean/tidy up the venue at the end of meetings/functions
- The cost to cater must be agreed upon between the Service Provider and Constitution Hill (acting on behalf of its clients) by way of a purchase order.
- Constitution Hill reserves the right to obtain catering for special functions and meetings from other local suppliers.

8. APPOINTMENT, COMMENCEMENT AND DURATION

The appointed service provider/s will be appointed for a period of three (3) years effective from the date of signing the service level agreement.

9. QUALITY ASSURANCE REVIEWS OF THE WORK

The successful bidder shall ensure that all work conforms to hygiene and quality as per the agreement to be signed.

10. NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to accept these conditions or part thereof will result in your proposal being excluded from the evaluation process:

- Bidders must provide all the information requested in the Terms of Reference and Instruction to Bidders
- Bid documents should be presented to Constitution Hill Development Company marked "Bid for Catering Services"
- The Constitution Hill Development Company will not be liable to reimburse any costs incurred by the bidder during the tender process
- Evaluation of tenders will be carried out by a Bid Evaluation Committee. The evaluators will, if necessary, contact bidders to seek clarification of any aspect of the tender
- Bidders should identify any work they are currently carrying out or competing which could cause a conflict of interest and indicate how such conflict could be avoided.

11. PAYMENT TERMS

The Constitution Hill Development Company undertakes to settle valid invoices in full within 30 (thirty) days from the invoice date for work done to its satisfaction. No payment will be made where there is outstanding information not submitted by the supplier.

12. VALIDITY OF PROPOSALS

The Bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the submission of proposals during which time it will maintain without change the personnel proposed for the services together with their proposed rates.

13. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is an absolute requirement that the taxes of the successful bidder MUST be in order, or that suitable arrangements must have been made with SARS.

14. DISCLAIMER

The Constitution Hill Development Company reserves the right not to appoint a service provider(s) and is also not obliged to provide reasons for the rejection of any proposal. The Constitution Hill Development Company reserves the right to:

- Award the contract or any part thereof to one or more service providers
- Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider
- Reject all bids
- Decline to consider any bids that do not conform to any aspect of the bidding process
- Request further information from any service provider after the closing date, for clarity purposes
- Cancel this tender or any part thereof at any time.

PART B

B1. DECLARATION OF INTEREST**BIDDER'S DISCLOSURE****SBD 4****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 interest¹ 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

¹ 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 consortium² 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 contract.

3.5 There have been no consultations, communications, agreements or arrangements made

² 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.

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.

.....
Signature	Date
.....
Position	Name of bidder

PART C

C1: Tender Evaluation**C1.1. Stage 1: Administrative Compliance**

Bidders should submit below the requirements.

Minimum Documents required for this BID	Instructions for Bidder's Attention	Returnable/ Mandatory
Central Supplier Database (CSD) Registration Report	Submit CSD registration report	Returnable
SBD 1 (Invitation to Bid)	Make sure it is completed & signed	Returnable
SBD 6.1 (Preferential Points Claim Form)	Make sure it is completed and signed	Returnable
Proof of banking details	Submit proof of business account not older than 3 months	Returnable
Tax Compliance Status	Submit TCS / Tax pin	Returnable

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.

C1.2. Stage 2: Mandatory Compliance

Bidders must submit the following requirements below. Failure not to submit will result in disqualification.

NO	MANDATORY REQUIRMENTS	SUBMITTED YES/NO
1.	<p>A valid certificate of acceptability in terms of Regulation 3(3) of the Regulations Governing General Hygiene Requirements for Food Premises and the Transport of Food (Regulation no. R918 of 30 July 1999 GN no 2318) framed under The Health Act, 1977 (Act no 63 of 1977)</p> <p>Requirement : the certificate must be for the current food preparation premises.</p>	
2	<p>SBD 4 (Bidder's Disclosure form)</p> <p>Requirement : the SBD 4 form must be fully completed and duly signed.</p>	

C1.3. Stage 3 - Functionality Evaluation

Below is the technical evaluation criteria and weighting for functionality.

NO	EVALUATION CRITERIA	MAX POINTS
1	<p>Reference letters or email testimonials for catering services</p> <p>Reference letters or Email testimonials</p> <ul style="list-style-type: none"> • 2 reference letters / email testimonials = 2 points • 3 reference letters / email testimonials = 4 points • 4 reference letters / email testimonials = 6 points • 5 reference letters / email testimonials = 8 points • 6 letters and more / email testimonials = 10 points <p>NB: Failure to submit reference letters or email testimonials as directed will lead to bidders forfeiting points.</p>	10
2	<p>Key resources and qualifications</p> <p>Kindly provide a list of your resources or personnel that will be involved in this project.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Submit an organogram indicating your resources for the project = 10 points • Submit CV of your Chef (Max 2 pages) = 5 points • Chef's training qualification (certificate / diploma / degree) = 10 points • Attach proof of affiliation to a recognized hospitality Association of your Chef = 5 points 	30
3	<p>Location</p> <p>Evidence of service provider's location within a 30 km radius from the Constitution Hill premises in Braamfontein.</p> <p>Location of premises where food is prepared:</p> <ul style="list-style-type: none"> • Less than 30km radius from Constitution Hill offices = 5 points • Less than 20km radius from Constitution Hill offices = 10 points <p>Bidders are required to submit the address of the current food preparation premises as per COA.</p>	10

NO	EVALUATION CRITERIA	MAX POINTS
4	Food Preparation Facilities The bidder to submit the layout of the kitchen, including the description of the designated food preparation stations and equipment. <ul style="list-style-type: none"> • Layout of the kitchen, including the description of the designated food preparation stations and equipment provided = 5 points • No layout of the kitchen, including the description of the designated food preparation stations and equipment provided = 0 points 	5
Maximum Functionality Points (Phase 1)		55
Minimum Points Threshold required to qualify for further evaluation		35

Bidders will be required to score a minimum of 35 points in order to qualify for further evaluation on Phase 2 (Site Inspection).

Phase 2: Site Inspection

NO	EVALUATION CRITERIA	MAX POINTS
1	<p>Contamination Management</p> <p>Contamination avoidance, appropriateness and cleanliness of the premises, countertops, raw and cooked food storage areas, utensil wash-up area (e.g Dust, dirt accumulation).</p> <ul style="list-style-type: none"> Contamination avoidance, appropriateness and cleanliness of the premises = 5 points Lack of control of contamination avoidance, inappropriateness and uncleanliness of the premises = 0 points 	5
2	<p>Food Management</p> <p>Perishable food management (Expiry date monitoring, cold storage, chiller and freezer temperature monitoring).</p> <ul style="list-style-type: none"> Perishable food management (Expiry date monitoring, cold chain maintenance)= 5 points Lack of perishable food management (Expiry date monitoring, cold chain maintenance) = 0 points 	5
3	<p>Equipment Condition</p> <p>Adequacy and appropriateness of equipment (fridges, stoves, pots) and cooking utensils condition (free from rust, dirt, cracks, chips and splits).</p> <ul style="list-style-type: none"> Adequacy and appropriateness of cooking utensils condition (free from rust, dirt, cracks, chips and splits) = 5 points Inadequacy and inappropriateness of cooking utensils condition (rust, dirt, cracks, chips and splits) = 0 points 	5
4	<p>Personnel Protective Equipment</p> <p>Adequate Protective Clothing for the number of catering personnel employed (neat, clean head covering, footwear and elimination of food contact with any part of the body except clean hands)</p> <ul style="list-style-type: none"> Adequate Protective Clothing = 5 points Inadequate Protective Clothing = 0 points 	5

NO	EVALUATION CRITERIA	MAX POINTS
5	Pest Control Management Pest control and management (practices and facilities for controlling cockroaches, flies, rodents, ants etc.) <ul style="list-style-type: none"> Adequate Pest control and management = 10 points Unavailability and/or inadequate pest control and management = 0 points 	10
6	Transport and Food in Transit Proof of vehicle ownership (valid vehicle registration certificate and licence disk) or access to vehicle (valid vehicle rental agreement or lease agreement) must be provided: <ul style="list-style-type: none"> Own transport = 10 points Access to transport = 5 points No access to transport = 0 points 	10
7	Presentability Presentability of waiters, cleanliness, health and safety practices: <ul style="list-style-type: none"> Waiters wearing identifiable clean and neat catering attire including hair covering = 5 points Waiters without identifiable clean and neat catering attire including hair covering = 0 points 	5
Maximum Functionality Points (Phase 2)		45
Minimum Points Threshold required to qualify for further evaluation		35

NB: Please note that images will be taken for evidence purposes during the site visits.

Bidders will be required to score a total minimum threshold points of 70 (Phase 1 and 2) in order to qualify for evaluation on stage 4.

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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)
The tenderer must have a B-BBEE status contributor level 1	20	
The tenderer must have a B-BBEE status contributor level 2	15	
The tenderer must have a B-BBEE status contributor level 3	10	
The tenderer must have a B-BBEE status contributor level 4	5	

NB: To claim preferential procurement points for B-BBEE status level contributor of Level 1, 2, 3 or 4, the tenderer must submit a valid sworn affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate.

Failure not to submit the B-BBEE sworn affidavit certificate will result in preferential points not being awarded.

ANNEXURE 1: PRICING TABLE

All bidders must complete this table and include it in their submission together with their menu options: The must valid for the duration of the contract.

FULL DAY CONFERENCE PACKAGE 1	R	per person
FULL DAY CONFERENCE PACKAGE 2	R	per person
FULL DAY CONFERENCE PACKAGE 3	R	per person
HALF DAY CONFERENCE PACKAGE 1	R	per person
HALF DAY CONFERENCE PACKAGE 2	R	per person
HALF DAY CONFERENCE PACKAGE 3	R	per person
CONTINENTAL BREAKFAST	R	per person
FULL ENGLISH BREAKFAST	R	per person
HEALTH BREAKFAST	R	per person
BRUNCH MENU	R	per person
COCKTAIL MENU:1	R	per person
COCKTAIL MENU:2	R	per person
COCKTAIL MENU:3	R	per person
BRAAI MENU	R	per person
CHEESE BOARD	R	per person
STANDARD PLATTER	R	per person

NB: All prices should include all taxes, hiring, utensils, staffing and delivery cost

1. Constitution Hill may appoint more than one (1) service provider as per the client specification and or requirements
2. THE QUANTITIES ADDED TO THE TABLE ABOVE WILL ONLY BE USED FOR EVALUATION PURPOSES ONLY.
3. ALL RATES IN EVERY LINE AND COLUMN FOR EACH SECTION TENDERED FOR MUST BE FILLED IN, FAILURE TO DO SO MAY RESULT IN THE QUOTATION NOT BEING CONSIDERED FOR EVALUATION.
4. Note: The estimated quantity is only for evaluation purposes. Orders will be placed as and when required. Bidders MUST tender for every line item per category in the pricing schedules to be considered for evaluation. Should any tenderer fail to tender as stated, the bid will be deemed as non-responsive.

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 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
Total points for Price and SPECIFIC GOALS	100

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 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 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The tenderer must have a B-BBEE status contributor level 1	20	
The tenderer must have a B-BBEE status contributor level 2	15	
The tenderer must have a B-BBEE status contributor level 3	10	
The tenderer must have a B-BBEE status contributor level 4	5	

NB: To claim preferential procurement points for B-BBEE status level contributor of Level 1, 2, 3 or 4, the tenderer must submit a valid sworn affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate.

Failure not to submit the B-BBEE sworn affidavit certificate 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
 - ☐ 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:

.....

PART D

D1. GENERAL CONDITIONS OF CONTRACT (GCC)**1. Definitions**

The following terms shall be interpreted as indicated:

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

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

well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be 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.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information

inspection

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so, required by the client.
- 5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so, required by the client.

6. Patent rights

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

7. Performance Security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Delivery and Documents

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

9. Insurance

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

10. Transportation

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

11. Incidental Service

- 11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
 - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
 - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

- 12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

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

14. Prices

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

15. Contract amendments

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

16. Assignment

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

17. Subcontracts

- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this 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.

- 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 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.
- 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

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.

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.

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.

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

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