



# CONSTITUTIONHILL

## CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD

APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS TO RENDER EVENT PRODUCTION, RIGGING AND DE-RIGGING OF TEMPORARY STRUCTURES, AUDIO-VISUAL TECHNOLOGY AND DÉCOR SERVICES FOR A PERIOD OF 36 MONTHS TO CONSTITUTION HILL DEVELOPMENT COMPANY

**BID NUMBER:** CONHILL/02/VH- EVENTS /2025/26

**CLOSING DATE** 11 November 2025  
**TIME:** 11:00am

**COMPULSORY SITE BREIFING** 27 October 2025  
**TIME** 11:00am  
**BRIEFING 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:	

**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 ( <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.

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

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

The locked tender box is 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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# PART A

## 1: INVITATION TO BID

SBD1

<b>You are hereby invited to bid for the requirements of the CONSTITUTION HILL DEVELOPMENT COMPANY (SOC) LTD</b>					
Bid no:	CONHILL/02/VH-EVENTS/2025/26	Closing Date:	11 November 2025	Closing Time:	11:00am
Description:	APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS TO RENDER EVENT PRODUCTION, RIGGING AND DE-RIGGING OF TEMPORARY STRUCTURES, AUDIO-VISUAL TECHNOLOGY AND DÉCOR SERVICES FOR A PERIOD OF 36 MONTHS TO CONSTITUTION HILL DEVELOPMENT COMPANY				
<b>Bid response documents may be deposited in the bid box situated at (<i>street address</i>):</b>					
SCM OFFICE AREA					
CONSTITUTION HILL DEVELOPMENT COMPANY					
THE FORT BUILDING (JOHANNESBURG OLD FORT)					
11 KOTZE STREET, BRAAMFONTEIN					
JOHANNESBURG 2000					
<b>Bidding procedure enquiries may be directed to:</b>			<b>Technical enquiries may be directed to:</b>		
Contact Person	Olerato Letebele		Contact Person	Bandile Fakude	
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: 30 October 2025</b>					
<b>Supplier Information</b>					
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				
<b>Main Contact Person</b>				
Name				
Position				
Telephone no	Code		Number	
Cell Phone no				
Facsimile no	Code		Number	
E-Mail Address				

<b>A1.1</b>	<b>CONDITIONS FOR BIDDING</b>
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	<p>CONDITIONS OF CONTRACT:</p> <p>1.1.4.1 All the documentation submitted in response to this invitation to bid must be in English.</p> <p>1.1.4.2 ALL SBD forms including electronic forms, must be completed and signed.</p> <p>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.</p> <p>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.</p> <p>1.1.4.5 Please make proper divisions / insert file dividers and clearly reference/index your bid document and bid supporting documents attached.</p> <p>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.</p>
1.1.5	<p>TENDER RESPONSES SHOULD BE SUBMITTED AS FOLLOWS:</p> <p>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.</p>

- 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/02/VH/EVENTS 2025/26, 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 used 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 reserves 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 the 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

<p>entered into without prejudice to any of the rights ConHill has in terms of such agreement and/or any law.</p> <p>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).</p> <p>The successful bidder will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.</p>
<p><b>A.1.2 Tax Compliance Requirements</b></p>
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>2.3 Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.5 No bids will be considered by 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.</p>
<p><b>A1.3 Evaluation Process</b></p>
<p>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:</p> <ul style="list-style-type: none"> <li>a) Administrative compliance</li> <li>b) Mandatory criteria- Evaluation for mandatory (compliance) criteria</li> <li>c) Evaluation in terms of functionality</li> </ul>

**DECLARATION**

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

\_\_\_\_\_  
**Signature of Authorised Representative**

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



## **A2. TERMS OF REFERENCE**

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.

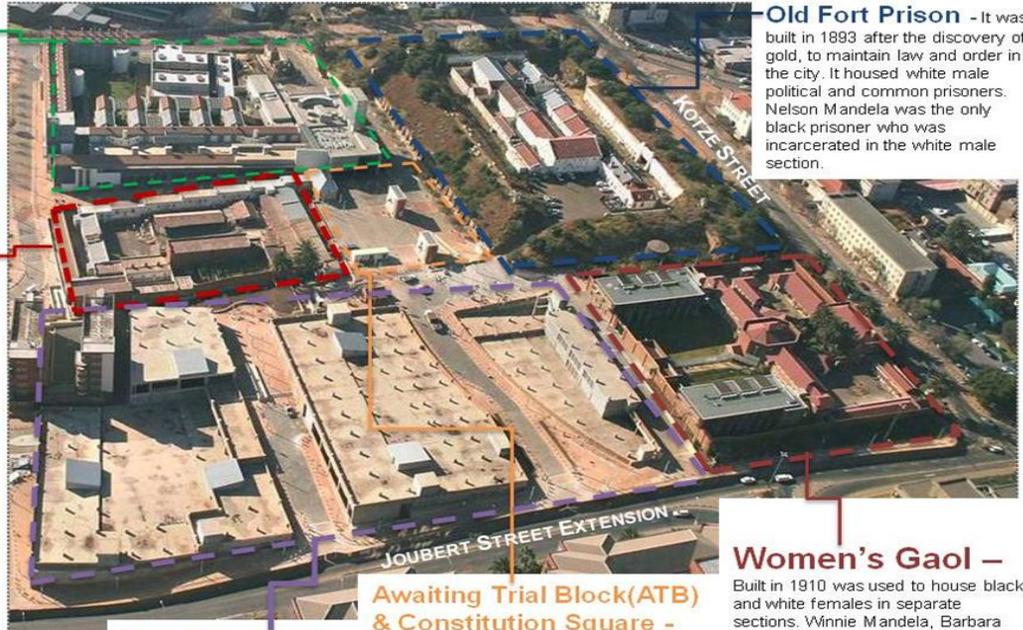
### **Number Four**

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 goal.

## Bid Specification

1. The Constitution Hill World Heritage Site precinct offers a variety of multipurpose indoor and outdoor venues suited to host a wide array of events ranging from conferences, corporate and lifestyle events, music festivals, product launches, weddings, etc. To enable the precinct to offer turnkey eventing solutions to its varied clientele, the precinct needs to outsource the provision of complementary value-add services to reputable and knowledgeable service providers. The services will be required for a period of 36 months.

In light of the above Constitution Hill seeks to appoint a panel of service providers for the provision event and exhibition production services which will include but not be limited to the following broad areas:

- a) Event production
- b) Construction / installation (rigging / de-rigging) of temporary structures and prescribed certifications
- c) Audio visual equipment and technology and front of house services
- d) Stage building and prescribed certifications
- e) Stand building and prescribed certifications
- f) Live streaming services and software licenses (where applicable)
- g) Décor

The required services will include but not be limited to sound (including front of house), projection, lighting, stage, video-conferencing, cameras and camera operators, microphones, LED walls & screens, event / function type furniture, cutlery, crockery, table linen, flower arrangements, installation of temporary structures (marquees, Bedouin tents, etc.), stage building including lighting and visual effects and applicable certifications. It will be required of the successful bidders to provide full onsite technical support for the required event specific services and or equipment for the full duration of the event(s) whether live, in-person or hybrid.

Constitution Hill subscribes to high service standards and professionalism in all of its offerings and thus seeks to appoint professional and capable service providers for the afore-mentioned services and equipment, for this reason, it will be expected that all personnel rendering the said services be knowledgeable, presentable, i.e. observe a professional dress code, be courteous, and professional to ensure that the reputation of brand ConHill and associated service excellence is upheld at all times.

### 1.1. Scope of Work:

- Event production services
- Customised staging

- Provision of AV equipment including consumables as per client / event specifications – including but not limited to LED screens and walls, cameras, laptops, sound equipment, lighting and lighting effects.
  - Provision of technical support & Front of House (sound engineer) services
  - Provision of live-streaming services
- Décor services
  - Function type furniture, centre-pieces and table linen when required
  - Cutlery and crockery
- Installation and certification of temporary structures (Bedouin tents, Marquees), including flooring, air-conditioning, etc.
  - **Support staff** – the successful service providers will provide adequate technical support staff to operate all required equipment and coordinate with the relevant Constitution Hill team and it's client party to ensure quality delivery of event specific service package.
  - **Set up, testing, and break down** – the successful service provider will perform all tasks required to set up and break down the equipment in a timely manner, including with adequate time to test and adjust before the event begins. ConHill will avail storage for equipment during setup time, and the event space / venue will be available for set-up and testing for the required amount of time.

NB:

- a) Services and equipment will vary in accordance with event / client specifications.
- b) Service providers will ensure that all equipment brought and used on site is insured and will not hold Constitution Hill liable for any loss, damage or theft of equipment.
- c) Service providers will ensure that all its employees are covered for workman compensation and are dressed in relevant PPE as required by each task.
- d) The service providers must at all times take into account cost effectiveness whilst not compromising the level of services and equipment.
- e) In each event instance, the selection of the service provider will consider supplier availability, equipment, and capacity to meet the event's scale and technical needs.
- f) In instances where specialised/unique technical expertise is required, the most suitable panel member will be selected.
- g) Service providers may, in certain circumstances, be required to quote on services over and above those listed should the need arise.

# PART B

**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>1</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

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<sup>1</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.


2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

2.2.1 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,



# PART C

**C1: Tender Evaluation**

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

Bidders should submit the following documents below.

Minimum Documents required for this BID	Returnable/Not Returnable	Submitted (Yes /No)
SBD 1 Invitation to Bid	Returnable	
SBD 6.1 Preference points claim	Returnable	
CSD report/Bidder's CSD unique number	Returnable	
SARS Tax Pin	Returnable	
Valid Joint Venture agreement signed by all relevant parties (where applicable) NB: Bidders must submit the following in case of joint venture (JV), Consortium, Trust or Subcontracting; <ul style="list-style-type: none"> <li>• Consolidated B-BBEE certificated (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Signed Agreement for a Consortium, Joint Venture, or Trust.</li> <li>• Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD</li> <li>• Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)</li> <li>• Both parties Signing SBD 4</li> </ul>	Not Returnable	

**C1.2. Stage 2 - Mandatory Compliance**

The bidder must submit the following requirements listed below. Failure to submit will result in a bid being disqualified and not considered for further evaluation on functionality.

Minimum Documents required for this BID	Submitted (Yes /No)
SBD 4 (Declaration of Interest) must be duly completed and signed	
Valid Registration with the COIDA Compensation Fund. Proof must be submitted	

**C1.3. Stage 3 - Functionality Evaluation**

Below are the technical evaluation criteria and weighting for functionality.

No.	Criteria	Proof Required	Weight	Minimum Score
	<b>Event Production</b>			
<b>1</b>	Event Production expertise	<p>The bidding company must submit detailed CVs along with copies of relevant qualifications of the key project management team members - the CV's must demonstrate their experience in managing music festivals / live events / conferences, etc.:</p> <p><b>1.1 Event Lead (Event Management) Certificate and experience in managing music festivals and events (minimum requirement:- National Diploma in Events Management – NQF Level 6).</b></p> <ul style="list-style-type: none"> <li>• 3-5 Projects – 5 points</li> <li>• 6-9 Projects - 10 points</li> </ul> <p><b>1.2 Live Event Technical Production Specialist (Stage (Setting and Structures), Audio/Visual (Lighting, Sound and Video), Styling (Costumes, Makeup, Properties and Decor), Special Effects (Pyrotechnics, Lasers, Water and Fire) (Minimum requirement:- Higher Certificate in Live Event Production or equivalent – NQF Level 5)</b></p> <ul style="list-style-type: none"> <li>• 3-5 Projects – 5 points</li> <li>• 6 or more Projects - 10 points</li> </ul> <p><b>1.3 Sound Engineer - (management of overall sound and event-related music needs)</b></p>	<p><b>10</b></p> <p><b>10</b></p> <p><b>10</b></p>	

		<p><b>(Minimum requirement: National Diploma in Sound Engineering – NQF Level 6)</b></p> <ul style="list-style-type: none"> <li>• 3-5 Projects – 5 points</li> <li>• 6-9 Projects - 10 points</li> </ul> <p><b>1.4 Event Safety Officer in possession of OHS Certificate (Ensure safety during assembling/setting up of structures and during respective events) – Minimum requirement: (National Diploma in Events Management / National Certificate in Sport Event Management)</b></p> <ul style="list-style-type: none"> <li>• 3-5 Projects – 5 points</li> <li>• 6 or more Projects - 10 points</li> </ul> <p><b>1.5 Décor services - in possession of Grade 12 Certificate: (experience in coordinating and executing event décor projects) Minimum requirement (NQF Level 4)</b></p> <ul style="list-style-type: none"> <li>• 3-5 Projects – 5 points</li> <li>• 6 or more Projects - 10 points</li> </ul> <p><b>1.6 Rigging and de-rigging of temporary structures (experience in assembling of temporary structures)</b></p> <ul style="list-style-type: none"> <li>• 3-5 projects – 5 points</li> <li>• 6 or more projects – 10 points</li> </ul> <p><b>1.7 Provision of audio-visual equipment plus consumables and front of house management</b></p> <ul style="list-style-type: none"> <li>• 3-5 projects – 5 points</li> <li>• 6 or more projects – 10 points</li> </ul> <p>NB: Attach the CVs of all personnel, clearly outlining the required qualifications and the</p>	<p>10</p> <p>10</p> <p>10</p> <p>10</p>	
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		<p>number of projects in organizing music festivals, managing arts and cultural events, and expertise in the provision of décor services or overseeing similar projects in order to score points.</p> <p><b>NB: Consent form attached must be signed by both bidder and key personnel/ key project management team members. Failure to submit the above will affect negatively scoring.</b></p>		
2.	Reference letters	<p>Bidders must submit contactable reference letters, signed and dated on the client’s official letterhead. Each reference letter must include the client’s name, telephone number, and email address, indicate the maximum event capacity and confirm the successful management of the indicated event(s).</p> <ul style="list-style-type: none"> <li>• Less than 3 contactable reference letters = 0 points</li> <li>• 3-5 contactable reference letters = 3 points</li> <li>• 6-9 contactable reference letters = 6 points</li> <li>• 10 or more contactable reference letters = 9points</li> </ul> <p><b>NB: Each letter submitted by the bidder must comply with the above-stated criteria. Failure to comply with any of the requested information will result in the forfeiture of points.</b></p>	9	
3.	Equipment	<p>Bidders to share a list of equipment they own or have access to - (<b><i>List and provide images or lease contract with equipment service provider</i></b>)</p> <ul style="list-style-type: none"> <li>• Scaffold for building stages and VIP decks - 1 point</li> </ul>	11	

		<ul style="list-style-type: none"> <li>• Stages boards and platforms – 1 point</li> <li>• LED screens, video walls and projectors -1 point</li> <li>• Speed fencing – 1 point</li> <li>• Sound &amp; relay – 1 point</li> <li>• Lighting with trusses for indoor &amp; outdoor – 1 point</li> <li>• Rear and front projection – 1 point</li> <li>• Front of house for indoor &amp; outdoor events – 1 point</li> <li>• Pyrotechnics and smoke machines – 1 point</li> <li>• Bedouin and A-frame marquees – 1 point</li> <li>• Décor furniture – 1 point</li> </ul>		
4.	<b>Company profile</b>	<p>Bidder must submit a company profile that evidences the number of years in event production and management – (not under 5 years)</p> <p><b>The number of years offering event management services will be validated against CSD</b></p> <ul style="list-style-type: none"> <li>• company profile Submitted – 10 Points</li> <li>• No company profile submitted – 0 points</li> </ul>	10	
		<b>Total Points</b>	<b>100</b>	
<b>The Minimum Threshold For The Functionality Evaluation</b>			<b>75</b>	

The bids will be evaluated on technical / functionality compliance by allocating points with respect to functionality according to the criteria set out above. Bidders who score more than 75 Points out of 100 points on technical functionality will be able to proceed to be appointed on the panel.

**Award Strategy/ PROJECT ALLOCATION PROCEDURE**

Once the service providers are listed on the panel, a Request for Quotation process will be undertaken, inviting all service providers within the panel as and when the services are required. The standard procedure will be as follows:

- a. Initiation of the project by the end user
- b. Invitation of bids from the panel
- c. Competitive offers Price (80) and (20) Preference points (Specific goals) are received from the bidders
- d. Evaluation and adjudication of bids in line with the SCM Policy
- e. Issuing of the Purchase order/s
- f. Acceptance letter by the service provider, in case on non-acceptance the award will be made to the second highest point scoring bidder.

**NB: The Constitution Hill reserves the right to appoint in full or part for the events works against scope of work, expertise and availability when conducting RFQs on the Panel.**

**PLEASE NOTE THAT THE RFQ WILL BE SPECIFIC TO EITHER OF THE TARGETED (Specific Goals 80/20):**

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	5	
51% owned by black people who are women	5	
51% owned by black people living with disabilities	5	
51% owned by black people living in rural or underdeveloped areas or townships.	5	

**The following must be submitted as supporting evidence for meeting the above preferential procurement targets. Failure to submit will result in specific goal points not**

**being awarded.**

- To claim preferential procurement points for an entity which is at least 51% owned by black people who are youth, the tenderer must attach a certified ID copy of the owner, not older than 6 months.
- 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.
- To claim preferential procurement points for an entity which is at least 51% owned by black people with disabilities the tenderer must submit original letter from Doctor (Dr) on their letterhead which clearly indicate Doctor's practice number and confirmation of disability of the owner.
- To claim preferential procurement points for an entity which is 51% owned by black people living in rural or underdeveloped areas or townships, the tenderer must submit the Township municipal utility bill of which the owner resides. Township must be as per the CSD township location address as registered.

**CV DECLARATION FORM**

**Acknowledgement of Submitted Information and Third-Party Consent**

I, the undersigned, (name)....., hereby declare that the information submitted is accurate and that consent has been obtained from the individual whose CV information is included as the proposed resource, authorising the submission of their personal information as part of this bid response.

Bid Number:

Resource Name:

**Bidder to note that CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD reserves the right to disqualify the bid if the disclosure is found not to be true.**

..... Signature	..... Date
..... <b>Position</b>	..... <b>Name of bidder</b>
..... Signature	..... Date
..... <b>Position</b>	..... <b>Key Personnel Name</b>

**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)
51% owned by black people who are youth	5	
51% owned by black people who are women	5	
51% owned by black people living with disabilities	5	
51% owned by black people living in rural or underdeveloped areas or townships.	5	

The following must be submitted as supporting evidence for meeting the above preferential procurement targets. Failure to submit will result in specific goal points not

**being awarded.**

- To claim preferential procurement points for an entity which is at least 51% owned by black people who are youth, the tenderer must attach a certified ID copy of the owner, not older than 6 months.
- 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.
- To claim preferential procurement points for an entity which is at least 51% owned by black people with disabilities the tenderer must submit original letter from Doctor (Dr) on their letterhead which clearly indicate Doctor's practice number and confirmation of disability of the owner.
- To claim preferential procurement points for an entity which is 51% owned by black people living in rural or underdeveloped areas or townships, the tenderer must submit the Township municipal utility bill of which the owner resides. Township must be as per the CSD township location address as registered.

**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

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

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. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.1.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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)
51% owned by black people who are youth	5	
51% owned by black people who are women	5	
51% owned by black people living with disabilities	5	
51% owned by black people living in rural or underdeveloped areas or townships.	5	

**The following must be submitted as supporting evidence for meeting the above preferential procurement targets. Failure to submit will result in specific goal points not being awarded.**

- To claim preferential procurement points for an entity which is at least 51% owned by black people who are youth, the tenderer must attach a certified ID copy of the owner, not older than 6 months.
- 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.
- To claim preferential procurement points for an entity which is at least 51% owned by black people with disabilities the tenderer must submit original letter from Doctor (Dr) on their letterhead which clearly indicate Doctor’s practice number and confirmation of disability of the owner.
- To claim preferential procurement points for an entity which is 51% owned by black people living in rural or underdeveloped areas or townships, the tenderer must submit the Township municipal utility bill of which the owner resides. Township must be as per the CSD township location address as registered.

**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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# PART D

**D1: GENERAL CONDITIONS OF CONTRACT****1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as

well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be 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](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**

- 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, the bidder acknowledges the below special conditions of contract and is willing to accept them during the contracting stage:

### **1. Definitions**

The terms shall be interpreted as indicated in the General Conditions 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.

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)**



# **INTEGRITY PACT FOR BUSINESSES**

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## 1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## 2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## 3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## 4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## 5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## 6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government’s reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

**7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT**

7.1 The value system of the Gauteng City Region is shown below:

<b>GAUTENG CITY REGION VALUES SYSTEM</b>	
<b>CORE VALUES</b>	<b>ETHICAL VALUES</b>
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

**8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT**

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>3</sup>, copy of which is attached marked Annexure A, and that:
  - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
  - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

<sup>3</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
  - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
  - To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
  - To recover all sums already paid by the Gauteng Provincial Government.
  - To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
  - To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## **11. CONFLICT OF INTEREST**

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## **12. LEGAL ACTIONS**

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**GPG INTEGRITY PACT FOR BUSINESSES**

<b>BIDDER/SUPPLIER/SERVICE PROVIDER</b>	
<b>Signature of the CEO</b>	
<b>Full name of the CEO</b>	
<b>Tender number</b>	
<b>Date</b>	



**CERTIFICATE OF TENDERER'S COMPULSORY BRIEFING SESSION ATTENDANCE**

This is to certify that I,.....ID No.....

Representative of (Tenderer's Name as it will appear on bid document Offer).....

Of (address) .....

Attended the meeting and subsequently visited the site of the works in the company of the Employer and on the .....day of.....202.....

Signature (Tenderer's Representative) .....

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Name: of Company .....

Signature .....

Date.....