



AIDC Eastern Cape SOC Ltd

TENDER

TENDER NO: AIDC-EC_B01/2024

TENDER SUBJECT: Appointment of a Service Provider to provide Occupational Health and Safety Audit Services for 300 Automotive Aftermarket SMMEs in the Eastern Cape for a period of (three) years.

Request for Bid Consisting of: Appointment of a Service Provider to provide Occupational Health and Safety Audit Services for 300 Automotive Aftermarket SMMEs in the Eastern Cape for a period of 3 (three) years.

The Request for Services (Returnable) - This Document

Issued by:

AIDC Eastern Cape

3198 Conyngham Road, Ascot Office Park, Building
6, Parsons Hill, Port Elizabeth

Tel: 041 393 2100

BIDDER NAME:

CSD NUMBER:

CLOSING DATE:

07 MARCH 2024

CLOSING TIME:

11:00AM

Document Name: AIDC-EC Tenders – Standard Bid Document		
Rev. Nr.: 08	Document Number: FIN-FORM031	Previous Revision Date: 02.06.2022
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SECTION A:		

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A: ABBREVIATIONS AND ACRONYMS

AIDC-EC	Automotive Industry Development Centre Eastern Cape
CSD	National Treasury Central Supplier Database for South African Government
DTIC	Department of Trade, Industry and Competition
EC	Eastern Cape
EME	Exempt Micro Enterprise
ICASA	Independent Communications Authority of South Africa
IRBA	Independent Regulatory Board of Auditors
OHS	Occupational Health and Safety
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
RFP	Request For Proposal
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SAIOSH	South African Institute of Occupational Safety and Health
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference

B: DEFINITIONS

Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within AIDC-EC's existing budget for the function to which the agreement relates; and Destined for AIDC-EC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the AIDC-EC's invitation to Bid/Quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.

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Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goals	<p>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:</p> <p>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—</p> <ul style="list-style-type: none"> (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. w
Close family member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, stepson, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the AIDC-EC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by AIDC-EC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means: -

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	<p>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), 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 port of entry.
In the service of the state	<p>Means:</p> <p>an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary, or short-term basis.</p> <p>an employee or public servant of any national or provincial government as defined in terms of Public Services Act.</p> <p>a member who –</p> <p>is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998).</p> <p>is a politician serving in any provincial legislature; or</p> <p>is a politician serving in the National Assembly or the National Council of Provinces;</p> <p>a member of the board of directors of any municipal entity;</p> <p>an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.</p>
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to AIDC-EC.

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Public Private partnership	Means a commercial transaction between AIDC-EC and a private party in terms of which: the private party either performs a function o.b.o. AIDC-EC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as "Contract"
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as 'Bid" above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to AIDC-EC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

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SECTION B

General information

1.1. Invitation

The AIDC-EC is seeking to appoint a competent and registered Service Provider to provide Occupational Health and Safety audit services for 300 automotive aftermarket SMMEs in the Eastern Cape province for a period of 3 (three) years.

1.2 Eligibility to Bid

- a) Bidders must ensure that all the required returnable documents and annexures are submitted together with this bid document (Tender), fully completed, and signed as required in Table 1 below for mandatory returnable and Annexures.

1.3 Estimated Timeline

	Activity	Date	Time
1	Issuing of Tender to Service Providers	16 February 2024	N/A
2	Compulsory Briefing session for targeted bidders	23 February 2024	11:00
3	Final date of submission proposals	07 March 2024	11:00

1.4 Compulsory Briefing Session

A compulsory briefing session will be hosted in Gqeberha, Eastern Cape on the 23rd February 2024, at the Nelson Mandela Bay Stadium.

1.5 Submission of Bid Documents

The entire duly signed and completed Bid document together with any attachments or annexures must be submitted as follows:

- a) Bids to be placed in sealed envelopes in the Bid Box on or before the final date and time of submission of proposals as indicated above labelled clearly as follows:

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Bid Reference Number: **AIDC-EC_B01/2024**

Bid Subject: Occupational Health and Safety Audit Services for 300 Automotive Aftermarket SMMEs in the Eastern Cape for a period of 3 (three) years.

Delivered at: **AIDC-EC Head Office,
3198 Conyngham Road, Ascot Office Park,
Building 6, Parsons Hill, Gqeberha**

Attention: **MS RUWAYDA CLARKE**

1.5.1 IMPORTANT NOTE

All bid documents are to be **completed in permanent ink**.

- i) **No alterations of the Bid Document will be allowed.**
- ii) **No correction fluid will be allowed. Corrections should be initialled.**
- iii) **One original duly signed (by authorised representative) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
- iv) A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified.
- v) **No late submissions will be eligible for consideration by AIDC-EC.**
- vi) **The bid box is open on weekdays between 08h00am and 16h30.**

1.6 Late Submissions

Submissions received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).

1.7 Preferential Procurement

This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulation of 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the AIDC-EC Procurement Policy as amended from time to time.

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1.7.1 STAGE 1 – PREFERENTIAL PROCUREMENT

1.7.1.1 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).

1.7.1.2 Principle applicable for this tender /quotation is:

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the 80/20 preference point system.

1.7.1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.
- (c) Points allocation for specific goals

1.7.2 Points allocation for specific goals

1.7.2.1 The maximum points allocated are as follows.

Above R1 000 000 to R50 Mil	
Total points for Price and SPECIFIC GOALS	100
	POINTS
PRICE	80
SPECIFIC GOALS	
51% and above black owned enterprise	10
Eastern Cape based supplier	5
51% and above women owned enterprise	3
51% and above youth owned enterprise	2
Total points for Price and SPECIFIC GOALS	100

1.7.2.2 A maximum of 20 points will be awarded for specific goals as detailed in 1.4.1 above. In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/firm location and provide documentary proof of location.

1.7.2.3 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.

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1.8 Evaluation Criteria

All submitted Bids will be evaluated in the following 2 stages:

Pre-Qualification	Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Functionality: Involves an evaluation of Functionality only. At this stage Bidders must score the minimum score of 70% for functionality before they are evaluated in terms of the preferential procurement points.
Stage 2	Preference point system: In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.

	<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> Description	Mandatory Requirement	Disqualification if not submitted with Tender or Bidder is found to be Non-Compliant at the Time of Bid Close
1.	Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database: <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <u>Onus on the Service Provider</u> Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.	Yes	Yes

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	<p>AIDC-EC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p><u>Directors/Employees in the Service of State</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should.</p> <p>a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA")</p> <p>b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee.</p> <p>AIDC-EC reserves the right to verify such information from their AO/AA</p> <p><u>JV's and Consortium</u> Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. 	Yes	Yes
3.	<p>Letter of Authority A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances.</p> <p>✓ Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.</p>	Yes	Yes

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	<p>OR</p> <p>Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.</p>		
4.	Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
5.	Annexure C– Form of offer and acceptance offer (Signed and Completed by delegated authority)	Yes	Yes
6.	Annexure D – Pricing Schedule (Signed and Completed by delegated authority)	Yes	Yes
7.	Annexure E– (SBD 4): Bidders Disclosure (To be Signed and Completed by the Duly Authorised Signatory).	Yes	Yes
8.	<p>Annexure F - Statement of Consent to Data Processing (To be Signed and Completed by the Duly Authorised Signatory).</p> <p>Non-submission of this Annexure with the Tender will not result disqualification, however, Bidder will be requested to fill in the Annexure in order for the AIDC-EC to process and evaluate their Tender as per POPI Act</p>	Yes	<p>No</p> <p>(This is required for evaluation in order for AIDC-EC to process the Bidder's Tender)</p>
9.	<p>Annexure G– (SBD 6.1.): Preferential Points Claim (Signed and Completed). Preferential Points Claim (Signed and Completed).</p> <p>Note</p> <p>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocates accordingly.</p> <p>CSD report will be used to confirm other specific goals</p>	No	No
10.	<p>Annexure E: Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality</p>	No	No

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KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH

The following will be applicable to Joint Ventures/Consortium			
11.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
12.	Resolution of the Board of Directors to enter a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
13.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
14.	Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed) by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality. CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document for all JV / Consortium members.	No	No
15.	Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder). Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.	No	No

THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

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1.8.1 STAGE 1 - EVALUATION CRITERIA (FUNCTIONALITY)

In evaluating proposals submitted in response to this RFP, the proposal review team will use the following criteria:

ELEMENT	WEIGHT	SCORE
<p>1. The director must be qualified and registered with the relevant Occupational Health and Safety regulatory organization. Preference will be registration with the South African Institute of Occupational Safety and Health (Saioh).</p> <p>A bidder must submit certified proof of valid registration/accreditation/certificate(s).</p>	20%	<p>20% = Certified valid proof of Membership/Accreditation</p> <p>0% = No information provided</p>
<p>2. Team members and capacity to implement the project. CVs of the OHS registered and accredited assigned personnel showing experience as well as number of years in the field.</p> <p>Points will be allocated for number of years' experience of appropriate resources relevant to the bid.</p> <p>A bidder must provide CV and OHS qualifications/certificates of relevant project team members.</p>	20%	<p>20% = 5 years' experience and more</p> <p>15% = 3 to 4 years' experience</p> <p>10% = 2 to < 3 years' experience</p> <p>5% = 1 to < 2 years' experience</p> <p>0% = no information provided</p>
<p>3. Previous projects successfully implemented and completed similar in nature in the SMME sector (in terms of scope). Preference will be experience in projects with SMMEs.</p> <p>A bidders must provide reference letter(s) from previous clients with contactable reference.</p>	20%	<p>20% = 5 and above successfully completed projects</p> <p>15% = 4 successfully completed projects</p> <p>10% = 3 successfully completed projects</p> <p>5% = 2 successfully completed projects</p> <p>2% = 1 successfully completed</p>
<p>4. A proposal detailing methodology outlining how the project is going to be implemented.</p>	20%	<p>20% = A proposal with a detailed implementation methodology.</p> <p>0% = No proposal with a plan provided</p>
<p>5. A detailed project implementation schedule.</p>	20%	<p>20% = A detailed implementation schedule with clear deliverables, timeframes, and milestones.</p> <p>0% = No implementation schedule provided</p>
Maximum points	100%	
Minimum points required to proceed to next evaluation stage	70%	

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At this stage service providers must score a minimum of **70%** in order to be evaluated further on stage 2 (Preferential Procurement Points Score). A service provider that scores below the minimum threshold (**70%**) will be disqualified.

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further on Stage 2 (Preferential Procurement Points).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100$$

Where: Ps - percentage scored for functionality by bid under consideration

So - Total score for bid under consideration.

Ms – Maximum possible score

- d) The percentages of each bidder shall be added and divided by the number of bids that were evaluated on functionality to establish the average percentage obtained by each bidder for functionality.

1.9 Alteration or withdrawal of Bids

Bidders may withdraw their Bid by written notification on or before the date Specified for the evaluation of Bids.

1.10 Costs for preparation of Bids/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any Bids will be borne by the Bidder and the AIDC-EC shall in no way be liable to reimburse such costs incurred.

1.11 Ownership of Bids and presentations

The AIDC-EC shall on receipt of any Bid relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the AIDC-EC shall not be obliged to return any Bid.

1.12 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

In order to meet this requirement Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable AIDC-EC to view the validity of Taxpayers profile and tax status.

Bidders may also submit printed Tax Compliance Status certificates together with the Bid and AIDC-EC will verify their Tax Compliance on e-Filing.

Where no Tax Compliance Certificate is available, the Bidder CSD Number must be provided in

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order for AIDC-EC to verify the Tax Compliance Status

In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za

1.13 Confidentiality

The entire process of calling for Bids was initiated by the AIDC-EC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the Bids shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by AIDC-EC, make copies or extracts of any of the information obtained during this assignment, while they may have access to AIDC-EC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of AIDC-EC and shall surrender all these items to AIDC-EC on termination of the assignment or on demand of AIDC-EC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of AIDC-EC.

Any document shall remain the property of AIDC-EC and shall be returned (all copies) to AIDC-EC on completion of the contract if so required by AIDC-EC.

1.14 Inventions Patent and Copyrights

1.14.1 The service provider cedes, assigns and transfers to AIDC-EC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of AIDC-EC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to AIDC-EC.

1.14.2 Provide AIDC-EC the sole and exclusive right to alter and adapt the work.

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

1.15 Ethics

1.15.1 Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the AIDC-EC during the process of examining, evaluating and comparing Bids/Quotations will lead to the rejection of its Bid/Quotation in its entirety.

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- 1.15.2 The Bidder must declare any business or other interests it has with the AIDC-EC or any employee of the AIDC-EC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for Quotations. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.16 Competition

- 1.16.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.16.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.16.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.16.4 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.16.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.16.6 In this regard bidders are required to complete Bidder's Disclosure failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for Quotations. The disqualification will be applicable at any stage of the bidding and / or engagement process.
- 1.16.7 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by AIDC-EC, has /have engaged in the restrictive practice referred to above, AIDC-EC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.16.8 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, AIDC-EC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.17 Cancellation of Bid Process

The AIDC-EC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Quotations and/or Quotations at any time and shall notify the interested service providers accordingly. The AIDC-EC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the AIDC-EC to appoint any of the qualifying Bidders.

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1.18 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The AIDC-EC reserves the right to appoint a bidder without conducting interviews.

1.19 Signing of documentation

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

1.20 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any Bid shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the AIDC-EC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the AIDC-EC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract available on the AIDC-EC website.

Until such time that an appropriate agreement has been concluded in writing between the AIDC-EC and the successful Bidder, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The AIDC-EC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the AIDC-EC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the AIDC-EC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The AIDC-EC will not entertain any request of feedback before the final awarding of the contract.

1.21 Supplier Due Diligence

AIDC-EC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.22 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive Bids.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the AIDC-EC, its business operations and the nature and scope of the services required.

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The AIDC-EC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions, or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session.

The AIDC-EC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to AIDC-EC, 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 bidder to pay penalties and/or damages to AIDC-EC; and

The aggregate liability of the bidder to AIDC-EC, 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.

1.23 Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of AIDC-EC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid.

Any communication to an official or a person acting in an advisory capacity for AIDC-EC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and AIDC-EC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Ms. Ruwayda Clarke
Telephone number	041 3932106
E-mail address	rclarke@aidcec.co.za

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ETHICS & FRAUD HOTLINE REPORTING CHANNELS	
HOTLINE DETAILS	
Hotline Name:	AIDC-EC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	aidcec@behonest.co.za
Website Link	www.behonest.co.za

Whilst all due care has been taken in connection with the preparation of this bid, AIDC-EC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. AIDC-EC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by AIDC-EC (other than minor clerical matters), the Bidder(s) must promptly notify AIDC-EC in writing of such discrepancy, ambiguity, error or inconsistency in order to give AIDC-EC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by AIDC-EC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a Bid in response to this Bid.

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SECTIONS C

TERMS OF REFERENCE / BID SPECIFICATIONS

1. ABOUT AIDC-EC

The AIDC Eastern Cape (AIDC-EC) a wholly owned company by ECDC, is the provinces' institutional mechanism that is mandated to promote and facilitate the automotive industry growth and development by supporting the government's industrial policy and other strategic initiatives that will contribute towards the provincial economic growth. As a developmental institution, AIDC-EC has positioned itself to contribute to the growth of the South African automotive industry; support the government's automotive-related objectives; contribute to the government and industry's goals of continuous growth and sustainable job creation, and support ECDC's macro development plan and consequently contribute to the provincial growth and development plans.

With the head office based in Gqeberha within the Nelson Mandela Bay economic hub and also with a branch office in East London, AIDC-EC is working hard to establish a strong presence throughout the Eastern Cape Province.

2. BACKGROUND TO THE PROJECT

AIDC-EC is mandated to assist and support the automotive industry to remain viable and/or become more globally competitive. This ensures that our services remain relevant and offer more value than private industry consultants, who operate in this space. It also ensures that we are attuned to the actual needs of industry and meet but preferably exceed them.

One of the key focus areas of the AIDC-EC is the support and development of the Automotive Aftermarket SMMEs.

The Automotive Aftermarket Programme of the AIDC-EC is designed to empower 300 SMMEs in the automotive aftermarket SMMEs. These SMMEs are involved in the following but not limited to:

- Automotive maintenance services.
- Automotive mechanical repair services.
- Automotive panel beating services.
- Tyre repair services.
- Automotive electrical services,
- Towing services, etc.

One of the needs that have been identified relates to compliance with Occupational Health and Safety Act 85 of 1993 and related regulatory requirements. It is for this reason that the AIDC-EC is calling for proposals from suitably qualified, accredited, and experienced firms to conduct an Occupational Health and Safety Audit of SMMEs in the AIDC-EC automotive aftermarket programme, in the Eastern Cape.

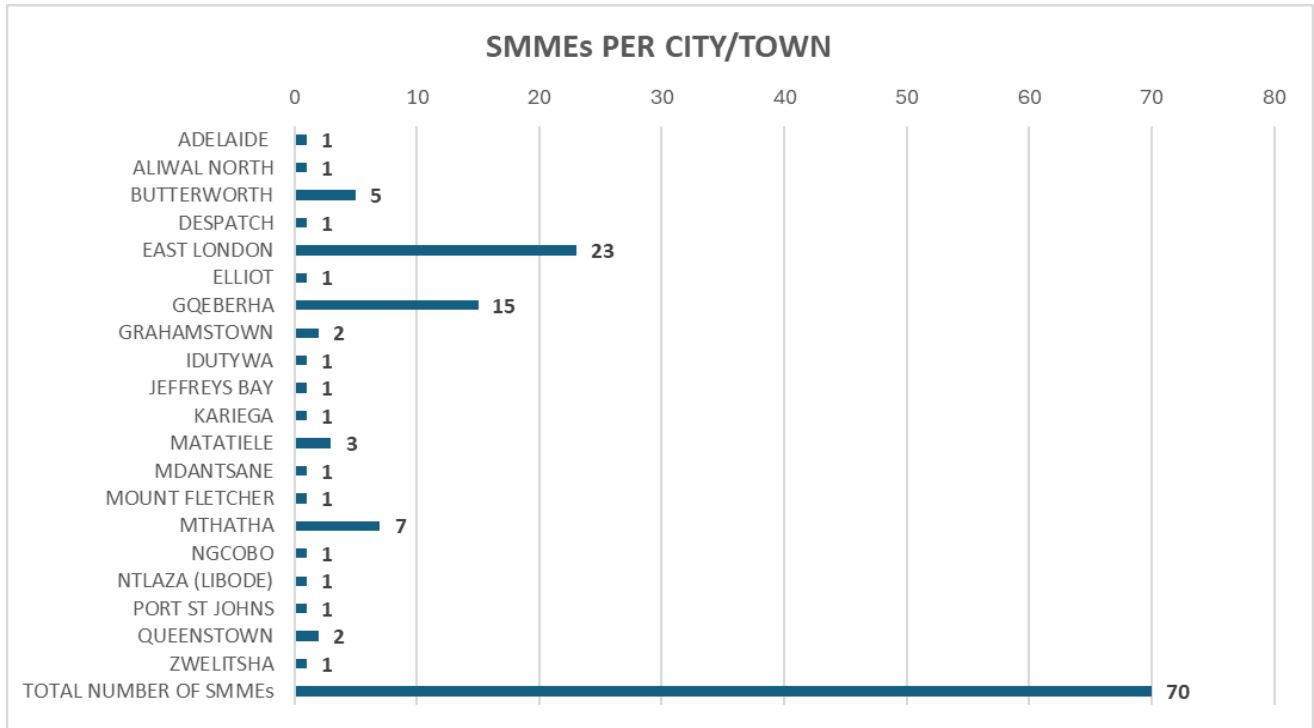
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Target Audience:

Current location of the SMMEs in the SMMEs.



Focus: Particular emphasis will be placed on Historically Disadvantaged Individual (HDI) SMMEs within the target audience.

Project Objectives:

- To equip and empower 300 Automotive Aftermarket SMMEs to comply with the requirements of the Occupational Health and Safety Act number 85 of 1993.

Year 1	Year 2	Year 3
100	100	100

3. SCOPE OF SERVICES REQUIRED / GOODS REQUIRED

The selected firm will be responsible for conducting a comprehensive Occupational Health and Safety Audit in accordance with relevant legislation and regulations.

The scope of work includes, but is not limited to:

3.1 Assessment: Evaluate OHS policies of the SMMEs in line with respective SMME OHS policies, procedures, and practices to ensure compliance with all applicable laws and regulations.

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- 3.2 **Document review:** Review the SMME existing documentation, including safety manuals, incident reports, and training records, to ensure accuracy and completeness.
- 3.3 **Interviews:** Conduct onsite interviews with SMMEs to assess their understanding of OHS policies and identify and gaps.
- 3.4 **Remedial/corrective action plans:** Develop detailed recommendations for respective SMMEs that have been assessed and recommend corrective actions and improvements.
- 3.5 **Implement** the individual SMME remedial plans.

4. DELIVERABLES.

- 4.1 **OHS Audit Plan and Schedule:** A detailed audit plan outlining the scope, objectives, methodology, and schedule of the audit.
- 4.2 **Audit Checklist:** A comprehensive checklist or set of criteria used to assess compliance with OHS regulations and standards.
- 4.3 **OHS Audit Report:** A comprehensive audit report that summarizes the findings of the audit with recommendations.
 - 4.3.1 The audit report is the final record of the audit; the high-level document that clearly outlines a complete, concise, clear record of everything that happened during the audit.
 - 4.3.2 Use the sub-checklist below to check off important items included within the audit report:
 - 4.3.3 Audit programme objectives
 - 4.3.4 Individual SMME audit objectives
 - 4.3.5 Individual SMME audit scope
 - 4.3.6 Individual SMME audit criteria
 - 4.3.7 An overview of the auditee & their context
 - 4.3.8 Roles and responsibilities of the audit team
 - 4.3.9 Key dates and locations of the audit
 - 4.3.10 Complete audit findings and corresponding evidence
 - 4.3.11 Audit conclusions
 - 4.3.12 Assessment of audit criteria
 - 4.3.13 Unresolved conflicts of opinion between audit team and auditee
- 4.4 Individual SMME safety file in line with the requirements of the Department of Labour.
- 4.5 Monthly progress reports.
- 4.6 Overall project completion report.

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CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

Notwithstanding the fact that a description of the services has been provided above, AIDC-EC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall always faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of AIDC-EC in the provisioning of the services.

The Services shall as part of his duties, attend such meetings as may be required by AIDC-EC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by AIDC-EC.

2. Obligation to perform and sub-contracting.

The bidder shall notify AIDC-EC 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 bidder from any liability or obligation under the contract.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with AIDC-EC's prior written consent.

3. Performance guarantee

Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to AIDC-EC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to AIDC-EC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

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

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to AIDC-EC, in the form provided in the bid documents or another form acceptable to AIDC-EC; or

A cashier's or certified cheque

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

Notwithstanding the provisions above, the bidder 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.

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4. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, AIDC-EC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to AIDC-EC or AIDC-EC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

5. AIDC-EC facilities

Unless otherwise agreed in writing by AIDC-EC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by AIDC-EC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

Abide by the health, safety and security measures as prescribed by AIDC-EC from time to time.

To use such accommodation and facilities entirely at his own risk and AIDC-EC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused because of AIDC-EC's own wilful misconduct.

6. Force majeure

If a force majeure situation arises, the bidder shall promptly notify AIDC-EC in writing of such condition and the case thereof. Unless otherwise directed by AIDC-EC in writing, the bidder 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.

7. Spare parts

The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidder:

Such spare parts as AIDC-EC may elect to purchase from the bidder, provided that this election shall not relieve the bidder of any warranty obligations under the contract, and in the event of termination of production of the spare parts:

Advance notification to AIDC-EC of the pending termination, in sufficient time to permit AIDC-EC to procure needed requirements; and

Following such termination, furnishing at no cost to AIDC-EC, the blueprints, drawings, and specifications of the spare parts, if requested.

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8. Insurance

The Professional Service Provider shall provide **Professional Indemnity insurance** cover shall be twice the fees payable to the consulting entity.

9. Responsibility to perform.

Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by AIDC-EC in the contract.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify AIDC-EC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, AIDC-EC shall evaluate the situation and may at his discretion extend the bidder'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.

AIDC-EC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties unless an extension of time is agreed upon without the application of penalties.

AIDC-EC 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 delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

AIDC-EC may also consider termination of the contract.

10. Duration of the contract

The service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed.

11. Payments and tax

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at AIDC-EC's request for bid validity extension, as the case may be.

- ✓ Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary

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from the prices quoted by the bidder in this bid/RFQ, with the exception of any price adjustments authorized at AIDC-EC's request for bid validity extension, as the case may be.

- ✓ AIDC-EC will re-imburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.
- ✓ The service provider shall from time to time during this contract duration furnish AIDC-EC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.
- ✓ Payments shall be made promptly by AIDC-EC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- ✓ The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should AIDC-EC require an audit to substantiate that expenditure and allows AIDC-EC's own personnel or an independent auditor access to those records.
- ✓ Should the above audit reveal that AIDC-EC has been overcharged, the Service Provider will reimburse the AIDC-EC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.
- ✓ A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- ✓ A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to AIDC-EC.

VALUE ADDED TAX (VAT)

- ✓ **Prices quoted by VAT Vendors MUST be inclusive of VAT** and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price.
- ✓ In all instances where bidders (including VAT Vendors) have excluded VAT from the prices quoted , such prices must be evaluated excluding VAT and if the bidder is successful , the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage . **The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**
- ✓ **Prices quoted by non-VAT Vendors MUST NOT include VAT.** However non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover to be above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Services (SARS) as VAT Vendors. **The**

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award of such a contract would be conditional pending the successful Bidder submits proof of registration as a VAT Vendor with SARS

AIDC-EC will evaluate and approve all claims submitted by the service provider.

AIDC-EC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish AIDC-EC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the

contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by AIDC-EC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should AIDC-EC require an audit to substantiate that expenditure and allows AIDC-EC's own personnel or an independent auditor access to those records.

Should the above audit reveal that AIDC-EC has been overcharged, the Service Provider will re-imburse the AIDC-EC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to AIDC-EC.

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SECTION D

ANNEXURE A: SUPPLIER INFORMATION

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive.

Legal Name of Bidder: (Same as CSD)			
Trading Name of Bidder: (Same as CSD)			
Registration Number (Same as CSD)			
Physical Address			
Postal Address			
Contact Person			
Title/Position in the Firm			
Mobile Number			
Bidder Telephone Number			
Facsimile Number			
Email Address of Contact Person			
Email Address of Bidder			
VAT Registration Number (Same as CSD)			
Central Supplier Database Number	MAAA		
Are the Accredited Representative in South Africa for the Goods /Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

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Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have any source of income in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the answer is “No” to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register.

VERY IMPORTANT
Directors/Employees in the Service of State

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “the PFMA”)
- b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee. AIDC-EC reserves the right to verify such information from their AO/AA

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS
REQUEST FOR BID AND ACKNOWLEDGE

THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION
OF AUTHORITY)

.....
.....
(NAME OF BIDDER).

Print Name

Date

Designation

Signature

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ANNEXURE B: KEY PERSONNEL

1	How many full-time staff will be involved in this project?			
2	Provide the names of the full-time staff members and indicate the portfolios for which they are responsible.			
a)	Project Leader			
	Name of staff member	Designation	Accreditation to Bodies/Qualification (Indicate Yes/No) Attach Certificate	Years of Relevant Experience Attach CV

Initial here



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Annexure C: Form of Offer and Acceptance Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of AIDC Eastern Cape.

Failure on the part of a bidder to fill in as required, sign this form and submit a letter of authority of the signatory will lead to the Bid being disqualified.

Bid No: B01/2024

The tenderer, identified in the offer signature block, has examined the documents listed and requested in this Bid and all returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions identified in this Bid.

The offered price for the supply of goods and services, inclusive of value added tax carried forward from:
Summary of Fees, is.

R (In figures)

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

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
And: whose registration number is:

.....
And: whose income tax reference number is:

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Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorized to do so, by:

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

Note:

A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

The tenderer elects as its *domicilliumcitandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

.....

.

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

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Annexure D: Pricing Schedule

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive.

Bidders are required to expressly cover their proposed fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.

The AIDC-EC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.

The Bid Fees/Prices must remain valid for a period of 90 days from date of closure of bid.

AIDC-EC reserves the right to request the Bidder's latest audited financial statements in order to ascertain financial stability of the Bidder prior to award of the bid. Failure by the Bidder to provide the latest audited financial statements may invalidate the bid.

Prices will be fixed and firm for the duration of the project.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION

Bidders are required to quote as per the specification contained on this document.

The AIDC-EC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.

The Bid Fees/Prices must remain valid for a period of 90 days from date of closure of bid:

The Service Provider will need to price a proposal submission in alignment with the table below.

No.	Description/Project Phases	No	Rate	Total Amount (Excluding VAT)
1	OHS Audit Plan and Schedule	300		
2	Audit Checklist	300		
3	OHS Audit report	300		
4	Individual Safety files	300		
	Sub Total for the Works			
	VAT			
	Total Including VAT			

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SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
--	--	-------------	--

OR

Service Provider to submit Priced Bid from Service Provider: Signed and/or in the Bidder's Letter Head

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Annexure E: BIDDER'S DISCLOSURE (SBD4)

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive.

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 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

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 ☐

- If so, furnish particulars:

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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 <input type="checkbox"/> No <input type="checkbox"/>
---	--

- 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 consortium¹ 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 5 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 05 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

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ANNEXURE F: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____ (full names of the **client/applicant**),
Identity number _____ ("**the applicant**")
do hereby grant my consent to the AIDC Easter Cape ("the AIDC-EC") and its appointed processor to process my personal data for the purpose of any or all the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the AIDC-EC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the AIDC-EC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the AIDC-EC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document**.
6. I expressly consent to the AIDC-EC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document, or any other administrative document required by the AIDC-EC for processing.
7. I expressly consent to the AIDC-EC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the AIDC-EC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any AIDC-EC relevant committee or forum.
9. I expressly consent to the AIDC-EC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit)**.
10. I expressly consent to the AIDC-EC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
---	--	-------------	--

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Annexure G: SBD 6.1 Preference Point Claim in terms of the Preferential Procurement Regulations 2022

SBD 6.1: Complete in full and sign

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 Principle applicable for this tender /quotation is:

8. The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

- (d) Price; and
- (e) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

Above R100K – R1Mil	
	POINTS
PRICE	80
SPECIFIC GOALS	
Eastern Cape based supplier.	12
51 % and above women owned enterprises.	04
51 % and above youth owned enterprises.	04

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Above R1 000 000 to R50 Mil	
Total points for Price and SPECIFIC GOALS	100
	POINTS
PRICE	80
SPECIFIC GOALS	
51% and above black owned enterprise	10
Eastern Cape based supplier	5
51% and above women owned enterprise	3
51% and above youth owned enterprise	2
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 regarding 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).

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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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—
- (c) 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
 - (d) 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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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.

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AIDC Eastern Cape SOC Ltd

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SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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National Treasury General Conditions of Contract will apply

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