


Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004	 Supplier Park Development Company SOC Ltd t/a Automotive Industry Development Centre <i>Your partner in becoming globally competitive</i>
Document Classification		Normal document		
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AIDC STANDARD BID DOCUMENT

Bid number: AIDC_T03_2022/23

Bid title: INVITATION FOR AN OPEN TENDER TO PROVIDE GARDENING AND LANDSCAPING SERVICES FOR 2 SITES OF THE SUPPLIER PARK TRADING AS AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE FOR 36 MONTHS, THESE SITES ARE:

- AUTOMOTIVE SUPPLIER PARK (ASP).
- GAUTENG AUTOMOTIVE LEARNING CENTRE (GALC).

Date issued: 15 December 2022

Closing date: 03 February 2023

Closing time: 11:00

Compulsory briefing session

Yes ☒

No ☐

Venue: Automotive Supplier Park

30 Helium Road, Rosslyn 0200

Date and Time: 20 January 2023 at 10:00am

Site visit (Reference site)

(See Part C - Evaluation Criteria)

Yes ☐

No ☒

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

TOTAL BID PRICE (VAT Inclusive)	R _____
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NB: Please indicate whether this document is the original or copy (tick the applicable block)


ORIGINAL

☐

COPY

☐

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DOCUMENTS REQUIRED

If any of the following bid forms are not completed and signed and not handed in with your bid proposal with accompanying supporting documents on the closing date and time, your proposal will immediately be disqualified, if specified so on the document.

Stage	Method of Evaluation	Criteria
Stage 1	Administration and Mandatory Compliance	All mandatory documents should be fully completed, signed and submitted
Stage 2	Functionality – Technical Evaluation Criteria	Minimum score of 70 points out of 100 points to be evaluated further
Stage 3	Financial – Price & BBBEE	80/20 rule will apply

Stage 1 - Documents required for this BID	Comments	Submitted (Yes /No)
SBD 1 (Invitation to Bid – and Bid Price Statement)	Must be completed and signed	
SBD 2 (Tax Pin) – Tax Status	Tax Status must be active on CSD &/or e-filing (status will be validated again during evaluation stage)	
Central Supplier Database (CSD) Summary Report	Info provided will be validated during evaluation stage & failure to meet CSD requirements & Tax Status will lead to disqualification	
SBD 3 (Pricing Schedule)	Must be completed and signed – ZAR currency only	
SBD 6.1 (Preferential Points Claim Form) Tenderers other than EMEs should submit: (1) Valid B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) OR. (2) QSE is less than 51% black owned must submit Valid B-BBEE Certificate (issued by an agency accredited by SANAS). (3) In case of a trust, consortium or joint venture a Valid Consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted. Tenderers who qualify as EMEs should submit: (4) Valid sworn affidavit issued by the DTI (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act), OR. (5) B-BBEE certificate issued by the Companies and Intellectual Property Commission.	Failure on the part of a bidder to fully complete and sign this form and submit a Valid B-BBEE Certificate as outlined or Affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and the bidder will be allocated zero (0) points for B-BBEE	

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<p>Certified Copy of Board Resolution or Company Power of Attorney, authorising the person signing this bid response.</p> <p>In addition, Consent by Supplier (As per POPI ACT):</p> <p>To authorize AIDC to validate the submitted documents with respective bodies to ensure the validity of supplied documents must be included on the board resolution</p> <p>NB: Certified copies must be valid for 6 months</p>	Must be completed and signed	
Certified Copies of Identity Documents	For all current Shareholders / Members	
Valid Letter of good standing Compensation of injuries diseases act - (COIDA -Department of Labour)	To be requested at the award stage and should be submitted within 7 days. Failure to submit will lead to a disqualification	
<p>A R 2 million minimum public liability insurance cover that must be valid at the date of tender closure.</p> <p>NB: Insurance must be active for the duration of the tender.</p>	To be requested at the award stage and should be submitted within 7 days. Failure to submit will lead to a disqualification	

BIDDERS TO ENSURE THAT THEY COMPLY WITH THE BELOW REQUIREMENTS:

1. Bid Documents must be completed with ink pen or typed. No correction pen is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Supplier Park Development Company SOC LTD

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PART A

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A1.

INVITATION TO BID

SBD 1

You are hereby invited to bid for the requirements of the SUPPLIER PARK DEVELOPMENT COMPANY SOC LTD T/A AIDC

Bid no:	AIDC_T03_2022/23	Closing Date:	03 February 2023	Closing Time:	11:00am
Description:	INVITATION FOR AN OPEN TENDER TO PROVIDE GARDENING AND LANDSCAPING SERVICES FOR 2 SITES OF THE SUPPLIER PARK TRADING AS AUTOMOTIVE INDUSTRY DEVELOPMENT CENTRE FOR 36 MONTHS.				

Bid response documents may be deposited in the bid box situated at (street address):

Automotive Supplier Park

30 Helium Road

Rosslyn Ext 2, Pretoria

Bidding procedure enquiries may be directed to:

Contact Person	Mitta Mashishi
Telephone no	012 564 5298
Facsimile no	
E-mail Address	aidctenders@aidc.co.za

Technical enquiries may be directed to:

Contact Person	
Telephone no	
Facsimile no	
E-mail Address	

Closing date for Enquiries: 15 January 2022


Supplier Information

Company Name			
Company / CC Registration no			
CIDB Registration no (if applicable)			
Vat Registration no			
Postal Address			
Street Address			
Telephone no	Code		Number
Cell Phone no			
Facsimile no	Code		Number
E-Mail Address			

Main Contact Person

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

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A2

TAX CLEARANCE REQUIREMENTS


SBD 2

It is a condition of the bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 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.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website www.sars.gov.za.
- 4) Bidders May Also Submit a Printed TCS SARS Pin Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit a Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available bidder must submit their CSD Number or CSD report with compliant tax status. Bidders to ensure are pre-registered on central supplier database (CSD) before submitting the bid.
- 7) No Bids Will Be Considered from Persons in The Service of The State, Companies with Directors Who Are Persons in The Service of The State, Or Close Corporations with Members Persons in The Service of The State.

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A3. TERMS AND CONDITIONS FOR BIDDING

1. Bid Submission:

- 1.1. The Supplier Park Development Company (SOC) Ltd trading as AIDC considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to AIDC. All information contained in any subsequent documentation shall be marked "COMPANY CONFIDENTIAL".
- 1.2. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.3. **All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.**
- 1.4. All the documentation submitted in response to this invitation to bid must be in English.
- 1.5. The service provider should verify the numbers of the pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by AIDC regarding anything arising from the fact that pages are missing or duplicated.
- 1.6. **Please make proper division and clearly reference/index your bid document and bid supporting documents attached.**
- 1.7. **Tender** responses should be submitted as follows:
1 HARD COPY (1 X ORIGINAL + 1 USB) in a sealed envelope/package endorsed, "**AIDC_T03_2022/23**" with service provider's details on the back of the envelope or on the side. The sealed envelope/package must be placed in the bid box at the Main Entrance Gate, Automotive Supplier Park, 30 Helium Road, Rosslyn X2, **by the closing date and time.**
NB: for directions to the Automotive Supplier Park, please visit our website on www.aidc.co.za.
- 1.8. **The closing date, company name and the return address must also be endorsed on the back of the properly sealed envelope (or side of a properly sealed package).** If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the AIDC's Bid Box. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and the AIDC accepts no responsibilities in this regard.
- 1.9. All bid documents must be submitted in hard copy in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.**
- 1.10. Amended bids may be made, in an envelope clearly marked "Amendment to bid no "**AIDC_T03_2022/23**" to represent the original document as the "replacement bid" and should be placed in the bid box before the closing date and time. An amendment bid without original bid

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documents deposited in the AIDC'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 the AIDC be using or can the service provider rely on any information as contained in the original bid documents once replaced.

- 1.11 The service provider is responsible for all the cost that they might incur related to the preparation and submission of the bid document.
- 1.12 AIDC reserves the right not to accept the lowest bid price of any bid in part or in whole. It normally awards the contract to the service provider who proves to be fully capable of handling the contract in terms of outputs and services that are advantageous to the aims, goals and objectives of the AIDC.
- 1.13 AIDC also reserves the right to award to a company that is BBBEE (Broad Based Black Economic Empowerment) compliant or may award this bid on the conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 1.14 AIDC also reserves the right to cancel or award this bid as a whole or in part without furnishing reasons.
- 1.15 AIDC reserves the right to, amongst other things, conduct unscheduled or otherwise scheduled site visits to the places of business of the respective bidding companies to satisfy itself as to the validity of the information provided on this bid document. Any finding or observation made, at the sole discretion and interpretation of the AIDC, which appears to be inconsistent with any information as furnished by the service provider in its bid documentation, will lead to the immediate disqualification of such a service provider from the bidding process.
- 1.16 AIDC reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against the AIDC or have been blocked for poor performance on the AIDC's vendor database.
- 1.17. This bid is subject to the Preferential Procurement Policy Framework act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 1.18. Responses to this tender received from a service provider will be valid for a period of 90 days counted from the closing date of the tender.
- 1.19. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**

2. Tax Compliance Requirements

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.

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- 2.3 Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.4 Bidders may also submit a printed TCS certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-service providers are involved; each party must submit a separate TCS certificate / pin / CSD number.
- 2.6 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

3. Evaluation Process

- 3.1 The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation.
- 3.2 This bid will be evaluated in terms of the following stages:
- a) Stage 1 - Administration and Mandatory Compliance
 - b) Stage 2 - Evaluation in terms of functionality if part of the tender
 - c) Stage 3 - Evaluation in terms of 80/20 preference point system

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


DECLARATION

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

Signature of Authorised Representative

Date

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A4. TERMS OF REFERENCE AND SCOPE OF WORK

1 Introduction

1.1. Mandate of the organization

The Automotive Industry Development Centre (AIDC) serves to develop the automotive manufacturing sector to globally competitive standards of excellence, through a world-class value proposition which enables effective and sustainable socio-economic growth. The organization was established as a government support centre, to increase the local automotive industry's global competitiveness and to promote Gauteng as the automotive industry investment destination of choice. The organization is the dedicated developmental agency of the Gauteng Growth and Development Agency (AIDC) in relation to the specific industrial, infrastructure and training needs required by the automotive and allied sector - in particular those based in the Gauteng province. The AIDC is thus tasked by AIDC with special developmental-oriented projects aimed at retaining and attracting investments in the automotive and allied-related sector with a focus on enterprise development; support BBBEE SMME development, skills development and limited logistical infrastructure in line with the Gauteng provincial government's objectives of transformation, modernization and re-industrialization (TMR). The AIDC also undertakes projects related to the transport and energy sectors, as well as the development of the Auto City in the Northern Corridor.

1.2. Vision

To be the automotive industry's thought leader and centre of excellence which promotes industry sustainability and global competitiveness.

1.3. Mission


Navigating the automotive industry's journey towards being an innovative and transformed sector, by providing agile, reliable and responsive industry solutions.

1.4. Values

The AIDC's staff aligns their behaviour to the company's shared values as listed below, which support, and is informed by, the organisation's vision and mission:

- Respect for others
- Teamwork
- Open and honest two-way communication
- Encouraging a learning culture
- On-time, on-brief, on-budget
- Client-centered
- Integrity and ethics above all

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2. Background of the tender

2.1 Introduction

Automotive Supplier Park (ASP)

The Automotive Supplier Park (ASP) is an industrial park based in Rosslyn in the northern part of Pretoria. The park spans 130 hectares and houses a tenant pool comprising mainly of component manufacturers and suppliers to Original Equipment Manufacturers (OEM). Automotive component manufacturers, suppliers and service providers benefit from the synergies and cost saving opportunities created by the locality of the Automotive Supplier Park. The AIDC develops factories to tenant specification on a long-term lease basis. The ASP is a benchmark project for our country and the continent at large and has contributed significantly to the global competitiveness of the South African automotive industry.

Gauteng Automotive Learning Centre (GALC).

The Gauteng Automotive Learning Centre is a state-of-art facility for skills and development training within the automotive sector. It was launched in 2014 as part of the Gauteng Provincial Government's commitment to skills development. The Learning Centre is part of the Nissan SA Investment Support Programme and is the result of a partnership between Nissan SA and the Automotive Industry Development Centre. The Learning Centre offers training in the latest technologies which match the latest vehicle models.

2.2 Tender Scope Objectives

The objective of the tender is to ensure that a cost-effective, high-quality maintenance of Garden and Landscaping services is awarded to the experienced and well-equipped service provider at 2 of AIDC sites, namely:

- 2.2.1. Automotive Supplier Park, 30 Helium Road, Rosslyn.
- 2.2.2. Gauteng Automotive Learning Centre, 99 Hendrik van Eck Street, Rosslyn.


- **Automotive Supplier Park**

- Natural grass/veld area ±158 576m²
- Lawn and Flower beds ±71 735m²

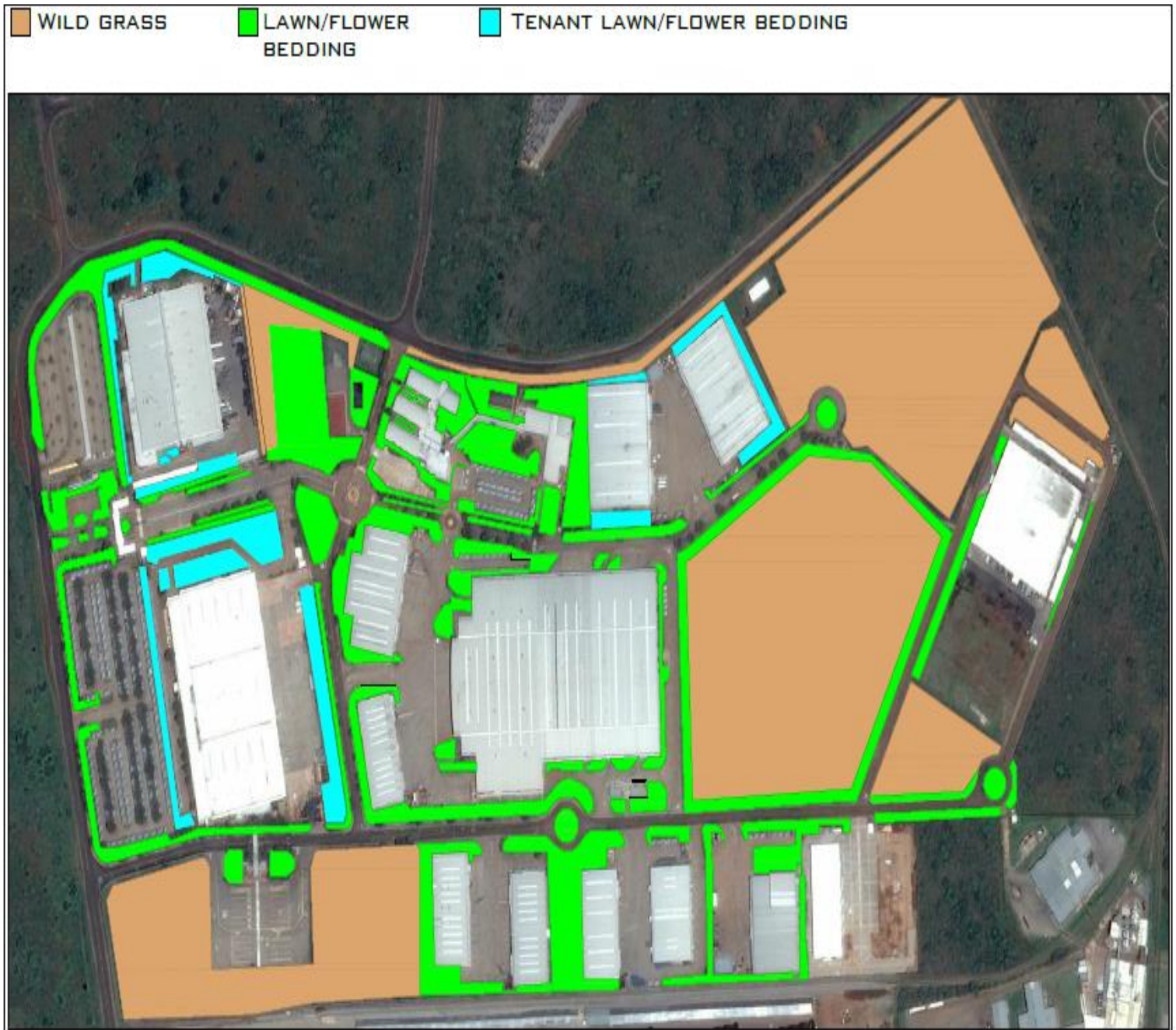
- **Gauteng Automotive Learning Centre**

- Lawn and flower beds ±4 650m²


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APPENDIX 1 – Automotive Supplier Park




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3. Tender scope of work.


Area	Application	Equipment
All lawn areas	Mowing and Edging	Lawn mower
	1.1 Kikuyu is to be mowed as defined in Appendix 1 and maintained at a height of 20 - 25 mm (as indicated in the schedule). Inconsistent and uneven mowing must be avoided. 1.2 Couch grass lawn to be cut and maintained at a height of 5 – 10 mm. Inconsistent and uneven mowing must be avoided. 1.3 All grass cuttings will be removed from site or composted on site if composting on site has been approved by Client. 1.4 If any lawn area appears bare and/or uneven due to incorrect cutting, then the <i>Service provider</i> will be required to reinstate the area to the correct levels and replant the lawn if necessary. 1.5 All areas where the lawn overlaps or encroaches onto kerbs or footpaths are to be trimmed to a line down the back edge of the footpath. No encroachment will be allowed. 1.6 No edges are to be cut using a spade. Only nylon line trimmers or hand grass or hedge shears may be used.	
All lawn areas	Weed Control	Weed chemical and weed spray container
	2.1 All areas of lawns defined in Appendix 2 shall be kept free of weeds at all times. Constant checking and eradication of weeds is to be undertaken. 2.2 Hand weeding is to be carried out on a regular basis, and all root growth will be removed. 2.3 Broad leafed weeds are to be controlled utilizing the correct herbicides. No spraying will be undertaken in narrow lawn areas where desirable plants may be affected. 2.4 Herbicides are to be applied in accordance with the manufacturers' specifications and are to be carried out by a competent person wearing the correct protective clothing.	
All lawn areas	Scarification and aeration	
	3.1 Areas of lawn are to be scarified mechanically. The grass removed is to be taken off the site or to a composing site if so indicated.	

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	<p>3.2 Prior to this being carried out, the Client is to be consulted and advised to avoid any possible conflict with tenants and damage to other property on site.</p> <p>3.3 Where grass growth has been poor through lack of water or where the soil has been compacted, the area is to be aerated at regular intervals. This operation is only to be carried out after the area has been watered the day before in dry season. Aeration should be done when the soil is moist but not wet.</p>	
All lawn areas	Lawn fertilizing	SANS Approved chemicals
	<p>4.1 Fertilizer will be uniformly applied using a mechanical or calibrated hand spreader and may not be applied by hand. The client will supply the fertilizer.</p> <p>4.2 For a schedule of applications, refer to Appendix 2.</p> <p>4.3 After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage penetration to the roots.</p> <p><u>Couch grass (Cynodon Dactylon)</u></p> <ul style="list-style-type: none"> Type 3:2:3 at a rate of 45g/m² at the beginning of August. Type 4:1:1 at a rate of 45g/m² at the beginning of August as alternative. Compost to be used only on bare patches to stimulate growth in August. <p><u>Kikuyu</u></p> <ul style="list-style-type: none"> Type 3:2:1(28) SR at a rate of 45g/m² at the beginning of August. Type 3:2:2 at a rate of 45g/m² at the beginning of October. <p><u>Topdressing</u></p> <ul style="list-style-type: none"> Top dressing is to be applied as and when necessary to make up localized depressions in the lawn areas and to stimulate growth in heavy wear areas. General topdressing for all lawn areas shall be applied annually during spring and will be an extra cost at prices quoted in this tender. 	

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All lawn areas	Fertilizer application method	
All lawn areas	Miscellaneous Lawn Treatment	
	<p>5.1 Existing lawn type on each site and area will be maintained and not replaced with another type except with the approval of the Client.</p> <p>5.2 Localized areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated to improve growth. This operation is to be carried out after the areas have been thoroughly watered.</p> <p>5.3 Scarification of the grass surface must be carried out once a year to remove the build up of dry thatch. This should be carried out in July followed by the fertilizing.</p> <p>5.4 General pesticides control must be undertaken weekly to ensure full control of all lawn areas.</p>	
Sports Complex	Maintenance of Sports Complex <ul style="list-style-type: none"> Soccer Field 	
	<p>6.1 The lawn to be maintained at a height of 25- 30mm.</p> <p>6.2 The lawn should be mowed weekly or more often in rainy season in order to keep it to the required height.</p> <p>6.3 The goal posts area in particular must be inspected weekly for development of bare patches which must be repaired promptly.</p> <p>6.4 Watering must be done according to the schedule in Appendix 1 except damaged areas which may need daily localized watering.</p> <p>6.5 Sand based top dressing must be used to fill up sagging or uneven spots.</p> <p>6.6 Scarification must be done annually using a proper scarifying machine and not hand rakes.</p> <p>6.7 Aeration should be done when the soil is moist but not wet to avoid the holes being closed almost immediately.</p> <p>6.8 Weeding must be carried out as per Appendix 2.</p> <p>6.9 Herbicides and pesticides must where necessary and approved by the Client, be applied sparingly and in strict compliance with manufacturer's instructions.</p> <p>6.10 Fertilizer to be applied three times a year during spring, summer, and autumn.</p>	

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	6.11 The soccer field must be compacted with a roller compactor as per Appendix 2.	
Beach Volleyball Field	Maintenance of volleyball field	Manual job
	7.1 The Volleyball field to be kept weed and litter free at all times. 7.2 Paving and crusher stone area, All the paved and crusher stone areas around facility and in between the various sports facilities to be kept weed and litter free at all times.	
Veld Grass area	Maintenance of veld grass	
	8.1 The maintenance of veld grass around the sports complex including ramparts must follow the same specification and routine as outlined in herein.	
Maintenance of Ramparts	Cutting of veld grass	
	9.1 Veld grass is to be mowed as defined in Appendix 2 and maintained at a height of 75 - 100 mm (as indicated in the schedule). 9.2 Veld grass along the perimeter fence to be cut to a maximum height of 50mm within 10 (ten) metres outside and 5 (five) metres inside. 9.3 Brush cutters may be used in areas where the land is uneven or steep. 9.4 All veld grass cuttings will be removed from site or to a composting site if applicable. 9.5 All areas where the veld grass is encroaching onto kerbs or footpaths are to be trimmed to a line down the back edge of the footpath. No encroachment will be allowed.	
	Weeding	
	10.1 All ramparts areas are to be kept weed free at all times. 10.2 Ensure all self-seeded treelings are removed on a regular basis.	
All areas (lawn & pavement)	Cultivation and weeding	
	11.1 All areas are to be kept weed free at all times. Ensure all self-seeded treelings are removed on a regular basis. 11.2. Care must be taken to avoid damage to plants and plant roots during the cultivation process. Any plants dying due to overzealous cultivation or for any other reason must be	

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	<p>replaced as part of the service and may not be charged separately.</p> <p>11.2 Cultivation should ensure a loose, friable surface with no compaction up to a depth of 50mm.</p> <p>11.3 Any extraneous material that is brought to the surface during the cultivation process exceeding 25mm in any direction is to be removed and disposed as part of rubble.</p> <p>11.4 Leaf litter may be utilized to mulch planting areas. This must be neatly spread in beds not thicker than 25mm per layer. The beds must all be mulched monthly with leaves and grass clippings/cuttings to conserve moisture and promote better water retention.</p> <p>11.5 As part of the cultivation process, any areas where plants have died historically or naturally is to be replanted using the plant type originally planted in the area. If the same/similar plants are not available or not advisable, then the Client is to be consulted prior to alternatives being used. After planting, these areas are to receive additional water for a period of two months.</p> <p>11.6 No herbicides to be used in these areas until the replanted plants have shown growth.</p>	
Maintenance of Shrubs, Flower beds and Groundcover Areas	New flowers plants/shrubs/ground covers and replacements	
	12.1. New flowers plants/shrubs on existing or new areas will be at the cost of the Client subject to similar plant/shrubs not available on sites for splitting. Seasonal flower plants/shrubs splitting, and replanting will be carried out especially in winter/spring to prepare the gardens for summer.	
All areas, flowers and trees	Pruning	Pro pole pruner (Extending 5m)

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	13.1. General pruning is to be carried out throughout the year. Ground covers are to be cut back from bed edges and kerbs and shrubs pruned as and when necessary and as directed by the employer's representative. 13.2. Remove dead and excessive material, in particular the dead flowers and leaves. Pruning shall encourage density and a natural appearance. 13.3. Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees. 13.4. All rubbish generated during pruning is to be removed from site at the end of each day or to a central composting area after being chipped and mulched. 13.5. Major pruning may only be undertaken on approval and at the discretion of the Client. 13.6. Shrubs shall be pruned lightly too natural forms, or if necessary and as directed by the Client's representative.	
Along perimeter fence	Maintenance of lawn & trees	
	14.1 Wild or natural grass to cut and maintained at a maximum height of 50mm 14.2 Grass to be maintained for an area of ten (10) meters from the fence on the outside and five (5) meters inside 14.3. Bushes and small trees (less than) along the perimeter fence from both inside and outside shall be removed to allow 10 meters and 5 meters indicated above 14.4. No tree branches to be allowed within one meter from the fence	
Undeveloped Land and Koppie	15.1. All big trees (2 meter high or more and 24 cm or more in Circumference) shall be pruned to a 2 meter level and all hanging branches to be removed to allow clear view under the trees 15.2. Small trees (less than 24 cm in circumference) and shrubs to be removed to reduce the density of the field and to allow clear view under the trees. 15.3. Velgrass to be maintained as per the above Natural Grassed Areas maintenance specification.	
All lawn areas	Pest Control	
	16.1 Service provider is to monitor constantly throughout the garden and to treat accordingly as and when required.	

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	<p>16.2. Natural and approved organic pesticides are to be used. In the event these fail, only then - with the written approval of the Client - may inorganic chemical pesticides be used.</p> <p>16.3. The applications of pesticides are to be carried out fully in accordance with the manufacturers' specifications and must be carried out by a competent qualified person.</p> <p>16.4. The wearing of the appropriate clothing is mandatory and non-negotiable.</p>	
All areas, lawn and pavement	Leaf, Litter and Garden Refuse Removal	
	<p>17.1 Service provider shall be responsible for the removal of the day-to-day refuse accumulated during the garden maintenance process. All refuse generated is to be removed from garden areas at the end of each day.</p> <p>17.2 Service provider is not to leave stockpiles of leaves, grass clippings and other refuse overnight. All organic refuse is to be taken to an allocated composting site, if available or removed to a municipal dumping ground of the service provider's choice.</p> <p>17.3 All roads, pathways and parking areas are to be kept swept and clean. All litter and rubbish (including papers, cans, cigarette butts, etc.) which accumulate on site from whatever source shall be removed by the Service provider.</p> <p>17.4 Service provider shall not be permitted to dump his garden refuse into the bins or skips provided for office waste and general public.</p> <p>17.5 Service provider shall not be responsible for the removal of rubble from another Service provider or Sub-service provider's site or working area</p>	

4. Storage of tools and equipment

4.1 A limited space for storing of tools and equipment shall be provided at ASP.

4.2 No storing facility at GALC shall be provided.

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5. Annuals

- 5.2. Certain areas may require year-round colour as per Client requirements. The soil will be well prepared approved compost, 2:3:2(22) Zn@60g/m² and Superphosphate (8.3%) 125 g/m².
- 5.3. *Service provider* shall ensure that flowering annuals are replaced before seasonal die back with other flowering annuals suited to the conditions and season.
- 5.4. The choice of replacement plants must be approved by the Client.
- 5.5. Any flowering annuals which are suffering due to pest or infection shall be replaced immediately by the service provider at own cost.
- 5.6. Initial procurement of the annual flowering plants and annual replacement thereof if necessary, will be borne by the Client. Any ad hoc replacement of dying plants will be the responsibility of the Service provider.

6. Water and Irrigation


- **General responsibility**

- 6.2. *Service provider* shall be solely responsible for ensuring that all areas of planting receive the amount of water specified herein and he should cost accordingly for labour component, taking into account the extent and type of irrigation presently on site and the expected rainfall.
- 6.3. *Service provider* is to make allowance for all hose pipes, sprinklers, standpipe and other fittings that may be required to comply with all watering requirements. This must be included in his cost proposal.
- 6.4. The Client to conduct a full inspection of irrigation system with the service provider before handover, all irrigation issues post-handover shall be the responsibility of the service provider.

7. Irrigation Maintenance

- 7.2. *Service provider* shall be responsible for monitoring the day to day running of irrigation systems when and where installed and to carry out the necessary adjustments and minor repairs when required.
- 7.3. *The service provider shall be responsible for maintaining and repairing the irrigation system (sprinkler heads, connectors, feeder pipes up to 25mm in diameter, popup sprinklers etc.)*
- 7.4. It is a requirement of the contract, that the irrigation system be serviced at regular intervals, the cost of which (including repairs and replacement of sprinkler heads) will be borne by *Service provider* and to be included in the service costing.

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8. Watering and Irrigation

- 8.2. All areas of lawn under irrigation and flower beds are to receive as per watering schedule to be provided.
- 8.3. Where drought conditions exist, *Service provider* is to apply as much water as restrictions allow.


9. Site Inspections

- 9.2. This is to be carried out weekly per site with by the *Service provider's* and Client's representatives.

10. Health and Safety

- 10.2. Service provider accepts full responsibility for his staff's actions and will ensure that
- 10.3. Such actions shall at no time place the staff, visitors, tenants or property of the Client in danger (specific reference to hazardous activities like weed eating, brush cutting, mowing etc. and the spraying/applying of insecticides).
- 10.4. Should Service provider's workers participate in strikes, marches, riots or any other actions which fall outside their duties, it is Service provider's responsibility to control its personnel, restore order or, if necessary, to remove them from the Client's premises.
- 10.5. Service provider must discourage its workers from participating in any actions, such as mentioned above, whether these are initiated by staff of the institution concerned, or by any other outside body.
- 10.6. In the case of any strike, stay-away or action where no, or only partial service is rendered, Service provider's price for the period concerned shall be adjusted accordingly.
- 10.7. In the event of actions such as mentioned above, it is the responsibility of Service provider to calculate revised invoices and present them for payment at the end of the month in which only partial service was rendered.
- 10.8. Service provider accepts responsibility and liability for any losses, damages and injury which may occur during the gardening process as a result of the negligence on the part of its employees, agents, or representatives.
- 10.9. Where keys for access to areas of the site are required and keys are given to Service provider, the necessary care and responsibility for their safekeeping will be observed. Service provider must ensure that keys are not misused or used to allow access by unauthorized persons.
- 10.10. Where Service provider's employees make use of the Client's equipment, material or installations, Service provider must ensure that its employees are fully trained to do so with safety.

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10.11. Service provider to ensure a trained first aider and a first aid box to be available on site all the time.

11. Exclusions

11.2. The parties to the contract consider that the existing outdoor surface structure will basically remain unchanged (i.e. plants, trees, lawns, shrubs, flowers, parking areas, streets, etc.)

11.3. The costs for additional materials are not included in the contract price and have to be borne by the Client. This includes, but is not limited to:

- Costs for new plants, trees, shrubs, flowers, lawn, etc.
- Consumables like fertiliser, water, electricity, etc.

11.4. All needed materials, as mentioned above but not quoted for in the tender, will be procured by the Client in consultation with the Service provider. Such procurement may be from the Service provider or third parties as per Client preference.

11.5. All labour to do any additional planting will be included in the contract price of the current structure.

12. Machinery and Tools

12.2. It is the *Service provider's* responsibility to supply, maintain and run all machinery necessary to carry out all the specifications herein.

12.3. In addition, the supply and replacement of all tools is the responsibility of the *Service provider*.

12.4. All machinery is to be maintained in good working order at all times. Servicing must be carried out on a regular basis in accordance with manufacturers recommendations.

12.5. All machinery are to be petrol driven unless the Client approves otherwise.

12.6. All blades on mowers must be kept sharp at all times in order to achieve the quality of cut required.

12.7. Should a tool or machine fail beyond repair, it is the *Service provider's* responsibility to replace the equipment within one (1) week.


12.8. Client does have a limited size storage facility for ASP which can be viewed upon inspection.

12.9. All machinery used to comply with health and safety regulations.

13. Uniforms and Clothing

13.2. The *Service provider* is to supply all his staff with clothing of uniform colour and styles, clearly marked with the company's name. This applies to both male and female members of staff.

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13.3. It is the *Service provider's* responsibility to maintain the clothing in a neat, tidy and clean condition at all times. All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.

13.4. All machine operators must be equipped with safety clothing such as helmets goggles, ear protectors, safety shoes etc.

14. Equipment and personnel requirements


14.2. All workers on site will be expected to have full knowledge and training on the use of equipment they are expected to operate. Where applicable the necessary certificates will have to be produced and kept on file for audit.

14.3. Personal Protective Equipment

Contractor must provide below suitable Safety Personal Protective Equipment

- Suit Overalls
- T shirts
- Safety shoes
- Sun Hats/caps
- Gloves
- Safety glasses/face shield visor
- Earmuffs
- Helmets for brush/hedge cutters.
- Knee shield
- Protective Screens for (Windows, Cars, Assets and Personnel Injuries.)


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14.4 Equipment List

Equipment name	Quantity/ Frequency
1. Brush cutters	5
2. Chainsaws	2
3. Lawn Mowers	2
4. Hedge cutter/trimmer	2
5. Blowers	3
6. Pole saw adjustable	2
7. Weekly removal of site Garden waste	Weekly for all sites
8. Spades	5
9. Forks	7
10. Wheelbarrows	3
11. Ladders	2
12. Trim liner	2
13. large lopper	2
14. small lopper	2
15. Leaf plastic rakes	7
16. Leaf steel rakes	4
17. Manual weeds removal tools	7
18. Paper picking tools	7
19. 5ltr Weed chemical spray container	2

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20.30-meter hose pipe	1
21. Self-propelled lawn tractor MTD 38" Ride-On Lawn mower MTD Engine	Bi-Weekly


- The above list of equipment and protective clothing is a guide to what will be required in order to effectively execute the task. The Bidder must during the site briefings familiarize themselves with the sites and make an assessment of requirements over and above what is listed herein.
- Occupational health and safety cannot be over emphasized and any worker without proper equipment and protective clothing for what they are working on will be stopped immediately and may be asked to leave site.
- All equipment must be kept clean and free of any fuel or lubricant leaks that may pollute the environment. Spot checks will be done, and any transgression will result in a penalty fine.

15. Personnel compliment

- Site Supervisor, full time on site 1
- Workers at ASP 16
- Workers/ Gardeners at the Gauteng Automotive Learning Centre 1

Total of 18 personnel required.

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A5.

PRICING SCHEDULE – FIRM PRICES

SBD 3

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

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

Name of Bidder

Bid number: AIDC_T03_2022/23

Closing Date: 03 February 2023

Closing Time: 11:00 am

Offer to be valid for the duration of the project
Detailed costing can be provided to substantiate the pricing schedule
This pricing must refer to the proposed implementation plan


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

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

Signature of Bidder


Date

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PRICING TABLE:	Item Description	Quantity	Year 1 (EXCLUDING VAT)	Year 2 (EXCLUDING VAT)	Year 3 (EXCLUDING VAT)
Automotive Supplier Park (Site 1) Maintenance, Equipment & Labour cost	1. (158 576 m ²) Maintenance of natural grass/veld area	36 months	R	R	R
	2. (71 735 m ²) Maintenance Gardening and Landscaping - Lawn and Flowerbeds	36 months	R	R	R
	3. One (1) Site supervisor	36 months	R	R	R
	4. Three (3) Operators	36 months	R	R	R
	5. Fourteen (14) General workers	36 months	R	R	R

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	6. Garden and Landscaping Equipment as per scope of work	36 months	R	R	R
	SUB - TOTAL		R	R	R
	VAT 15%		R	R	R
	Total price including 15% VAT		R	R	R


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Three (3) years total bidding price for ASP (Site 1), including VAT	Three (3) years total bidding price for GALC (Site 2) including VAT	Bid Total Price Inclusive of VAT for ASP (Site 1), and GALC (Site 2) to be transferred to page 1


PRICING TABLE:	Item Description	Quantity	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
Gauteng Automotive learning center (Site 2)	1. (4650 m ²) Maintenance of natural grass/veld area	36 months	R	R	R
	SUB - TOTAL		R	R	R
	VAT 15%		R	R	R
	Total price including 15% VAT		R	R	R

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Adhoc service cost to be done when instructed by the client	Rate per square meter YEAR 1 (INCLUDING VAT)	Rate per square meter YEAR 2 (INCLUDING VAT)	Rate per square meter YEAR 3 (INCLUDING VAT)
1. Price rate per square meter for tenants' requirements (maintenance of garden and landscaping)	R	R	R
2. Planting of lawn per square meter rate	R	R	R
3. Planting of flower bed per square meter	R	R	R
4. Removal of lawn per square meter	R	R	R

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B1.

DECLARATION OF INTEREST

SBD4

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors/trustees / shareholders/members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

- 2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....


3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.


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I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.


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

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PART C

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C1. EVALUATION CRITERIA

STAGE 2: FUNCTIONALITY

The following Functionality points will apply during the evaluation AND as such, the Bidder must please refer to it in compiling their submission.


FUNCTIONALITY & CAPABILITIES	Maximum Points	Point Scored	Minimum Points
NB: The bidder should achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing & BBBEE as per preferential system.	100		70
1. Submission & Presentation			
1.1 Company Reference Letters in relation to working experience on garden & landscaping services. Reference letters must be on the Company Letterhead Signed by the client. <ul style="list-style-type: none"> 5 and more reference letters = 25 points 4 reference letters = 20 points 3 reference letters = 15 points 2 reference letters = 10 points <2 reference letter = 0 point 	25		
1.2 Operational plan. Bidders to submit a detailed operational plan in their own words and understanding of the scope of work, submission to be in line with the AIDC scope of work that includes the following headings: <ol style="list-style-type: none"> Executive Summary Business model, General lawn maintenance, explain how the lawn will be maintained. Land scaping maintenance, explain how the landscaping will be maintained. Maintenance of veld grass, explain how the veld grass, will be maintained. Maintenance of lawn and trees around perimeter fence, explain how the lawn, trees will be maintained. Garden & Landscaping Improvements, how these improvements can be implemented and maintained. 	20		

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<ul style="list-style-type: none"> Operational plan covering all 6 items mentioned above = 20 points. Operational plan covering 5 items mentioned above = 15 points Operational plan covering 4 items mentioned above = 10 points Operational points covering 3 items mentioned above = 5 points Operational points covering 2 items mentioned above = 2 points No operational plan and 1 item mentioned above = 0 points <p>NB: All one page submission on each item.</p>			
1.3 Risk Assessment, The bidder to develop the risk assessment relating to the day-to-day operations and scope of work with mitigations. <ul style="list-style-type: none"> 10 and more risks and mitigation identified = 15 points 5 - 9 risks and mitigation identified = 10 points < 5 risks and mitigation identified = 0 points <p>NB: Please use base line risk assessment provided by AIDC to develop your own risk assessment.</p>	15		
1.4 Provide comprehensive CV'S of Site Supervisor, experience of years worked to be indicated on CV). Site supervisor, <ul style="list-style-type: none"> > 5 years' Experience in Garden & landscaping = 25 points 3 - 5 years' Experience in Garden & landscaping = 20 points 1 – 2 years' Experience in Garden and landscaping = 15 points < 1 years' experience = 0 points 	25		
1.5 Management of the company, the service provider to illustrate that they will bring value to the improvement and commitment of the AIDC Garden & landscaping. Management of the company, Qualification certificate must be attached of any manager within the company. <ul style="list-style-type: none"> Gardening & Horticulture qualifications, certificate. NQF Level 5 or higher = 15 points No Horticulture qualifications certificate = 0 points 	15		
Total score	100		70

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

SBD 6.1

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

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

1. General conditions

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Indication of the preference point system that will be used:

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor

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

	Points
Price	80
B-BBEE Status Level of Contributor	20
Total points for Price and B-BBEE must not exceed	100


1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. Definitions

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE Status Level of Contributor**” means the B-BBEE status of an entity in terms of a code of

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good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. Points awarded for price

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


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

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

Where:

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

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

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

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

5. Bid declaration

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

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

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

7. Sub-Contracting


7.1 Will any portion of the contract be sub-contracted? **Yes / No**

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted %
- ii) The name of the sub-service provider.....
- iii) The B-BBEE status level of the sub-service provider.....
- iv) Whether the sub-service provider is an EME or QSE **EME / QSE**
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by: Black people Black people who are youth Black people who are women Black people with disabilities	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
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Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

8. Declaration regarding company/firm

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

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

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

8.5 Describe principal business activities:

.....

8.6 Company classification (tick the applicable box):


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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6, the service provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it

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may have:

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or service provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>Witnesses</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">Signature(s) of bidders(s)</p> <p>Date:</p> <p>Address:</p> <p>.....</p> <p>.....</p>
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C3. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2

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

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

1. General Conditions

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

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


x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

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

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

Yes / No

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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


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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

In respect of bid no:

Issued by (procurement authority/name of institution):

NB

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

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

I, the undersigned, (full names),


do hereby declare, in my capacity as

of(name of bidder entity),
the following:

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

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

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

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

Signature: _____

Date: _____


Witness no. 1 _____

Date: _____

Witness no. 2 _____


Date: _____

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PART D

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D1. UNDERTAKINGS BY SERVICE PROVIDER IN RESPECT OF THIS BID


1. Definitions:

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

2. Interpretation

- 2.1 In this agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates contrary:
 - An expression which denotes:
 - any gender includes the other gender;
 - a natural person includes an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;

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- Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2.2 This bid request and any subsequent proposal and contract will be interpreted and dealt with under South African law.

3. **I hereby bid:**

3.1 to supply all or any of the services described in this invitation to bid and any subsequently attached documents to **AIDC**;

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. **I further agree that:**

4.1 the offer herein shall remain binding upon me and open for acceptance by **AIDC** during the validity period indicated and calculated from the closing time of the bid;

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the schedules hereto with which I am fully acquainted;

5. **notwithstanding anything to the contrary:**

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


5.2 in such event, I shall then pay to **AIDC** any additional expense incurred by **AIDC** for having either to accept any less favourable bid or, if fresh bids must be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

5.3 **AIDC** shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure **AIDC** may retain such monies, guarantee or deposit as security for any loss **AIDC** may sustain, as determined hereunder, by reason of my/our default;

6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me and I hereby undertake to satisfy fully any sentence or judgment which may be obtained against me as a result of such legal proceedings and I hereby undertake to pay **AIDC** legal costs on an attorney and own client basis;


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- 6.2 if the bid is accepted such acceptance may be communicated by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery;
- 6.3 the law of the Republic of South Africa shall likewise govern any contract created by the acceptance of this bid.
7. I have satisfied myself as to the correctness and validity of this bid, that the price and rates quoted cover all the work/items specified in the bid documents, the price and rate cover all obligations under a resulting contract and I hereby accept that any error regarding price and calculations shall be at my risk.
8. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me under this agreement as the principal liable for the due fulfillment of this contract.
9. Notwithstanding the amount of cause of action involved, I hereby consent to the jurisdiction of the Magistrate Court for the District of Johannesburg in respect of any action whatever arising from this contract.
10. I declare **participation/no participation** in the submission of any other offer for the supply/services described in the attached documents, and the other service provider(s) involved (if applicable) is:

11. Service provider's information - is as furnished elsewhere in this bid response and will be re-confirmed during the contracting process, in the event this bid is successful.
12. The Service provider hereby offers to render all or any of the services described in the attached documents to AIDC on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. I hereby agree that the offer herein shall remain binding and receptive for acceptance by AIDC during the validity period indicated and determined from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. I furthermore confirm correctness and validity of the tender response, that the price and rates quoted, cover all works/items specified in the tender response documents, that the price and rates cover all obligations under a resulting contract and that any errors made regarding such are at my risk.
16. I hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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D2. GENERAL CONDITIONS OF CONTRACT (GCC)

The purpose of this Section D2 is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders (see attached Annexure A).
- (ii) The GCC will form part of all bid and contract documents.
- (v) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

D3. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions

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

2. Application

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


3. Standards

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

4. Performance Security

- 4.1 Within thirty (30) days of receipt of the notification of contract award, the successful service provider shall furnish to the client the performance security of the amount specified in SCC
- 4.2 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.
- 4.3 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:
 - 4.3.1 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
 - 4.3.2 a cashier's or certified cheque

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- 4.4 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.

5. Insurance

- 5.1 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.

6. Payment

- 6.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 6.2 Monthly payment for the goods and services as per tender scope.
- 6.3 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 6.4 It is the requirement of AIDC for the successful bidder to maintain a valid Tax Compliance status and a valid CSD Status (National Treasury CSD Number must be provided) for the duration of the project. Therefore, a new valid Tax Compliance 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.

7. Prices

- 7.1 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, except for any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.


8. Assignment

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

9. Subcontracts

- 9.1 The Service Provider shall not subcontract work without the prior written consent of AIDC.

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10 Early Termination


- 1.1. The AIDC can provide a 30-day notice period for earlier termination if the AIDC needs to participate in a transversal contract from Treasury, DED or GGDA on an earlier date than this contract's end date.

I, the service provider, has read the above PARTS D1, D2, D3 and "General Condition of Contract" (Annexure A) and confirm that I/we fully understand and comprehend its meanings intentions, provisions, stipulations and conditions as related to this invitation to bid.

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

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

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ANNUEXURE A: GENERAL CONDITIONS OF CONTRACT

ANNUEXURE B: SHEQ SPECIFICATION

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