

Department:	Supplier Chain Management	Document no:	AIDC-SCM-FRM-004	 Supplier Park Development Company SOC Ltd t/a Automotive Industry Development Centre Your partner in becoming globally competitive
Document Classification	Normal document			
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Name of Document:	Standard bid document (open tender)			

AIDC STANDARD BID DOCUMENT

Bid number: AIDC_T04_2021/22

Bid title: INVITATION FOR AN OPEN TENDER FOR GARDENING AND LANDSCAPING SERVICES FOR AIDC TWO SITES (AUTOMOTIVE SUPPLIER PARK AND GAUTENG AUTOMOTIVE LEARNING CENTRE) FOR A PERIOD OF 36 MONTHS

Date issued: 25 February 2022

Closing date: 22 March 2022

Closing time: 11:00

Compulsory briefing session Yes ☒ no ☐

Venue: Automotive Supplier Park

30 Helium Road, Rosslyn 0200

Date and Time: 10 March 2022 at 9:00 am

Site visit (Reference site) Yes ☒ no ☐
(See Part C - Evaluation Criteria)

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

Documents required for this BID	Comments	Submitted (Yes /No)
Central Supplier Database (CSD) Summary Report Proof of CSD registration	Make sure it is provided	
SBD 1 (Invitation to Bid – and Bid Price Statement)	Make sure it is completed & signed	
SBD 2 (Tax Clearance Certificate) – Tax Status Tax Status must be active on CSD &/or e-filing (status will be validated again during evaluation stage)	Make sure it is provided	
SBD 3 (Pricing Schedule) Filled and signed – ZAR currency only – Firm Price	Make sure it is provided	
SBD 4 (Declaration of Interest)	Make sure it is completed and signed	
SBD 6.1 (Preferential Points Claim Form)	Make sure it is completed and signed	
SBD 6.2 (Local Production & Content)	Make sure it is completed and signed	
SBD 8 (Declaration of Service Provider's past Supply Chain Management Practices)	Make sure it is completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is completed and signed	
CIPC - Company Registration Documentation 1. Certificate of Registration, 2. Change of Name Certificate (if applicable), 3. Register of Directors and most current Registered Business Address	Make sure it is provided	
Completed Price List All mentioned items must be priced as prescribed without any alterations	Make sure it is provided	
Bank Stamped Letter not older than Six (06) months with a minimum of Banking Code of A, B, C or D rating.	Make sure it is provided, to be verified with the bank.	
VAT Registration Certificate (VAT103) – if applicable	Tax Status must be active (status will be validated during evaluation stage)	
B-BBEE Certificate/s or Exempt Certificate for Turnover > R10 million	Valid Certified Copies must be submitted	
Company Profile	Include Company's Year of Service, Structure of the Company & Project Specific Structure	
Certified Copies of Identity Documents	For all current Shareholders / Members	
Board Resolution or Company Power of Attorney, authorising the person signing this bid response	Make sure it is provided	
Financial Standing - Submission <u>of any</u> of the following, must not be older than 6 months: ➤ Letter from the Bidder's Appointed Accountant or, ➤ CEO certifying that the Bidder is in a Financially Sound Position and that there are no Pending Liabilities or Court Cases logged against the Bidder. NB: Please don't submit Financial Statements	Make sure it is provided as failure to submit will lead to disqualification	
Valid Letter of good standing - (COIDA -Department of Labour)	Make sure it is provided as failure to submit will lead to disqualification	
Public liability Insurance to the value of 2 million or more	Make sure it is provided as failure to submit will lead to disqualification	

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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_T04_2021/22	Closing Date:	22 March 2022	Closing Time:	11:00
Description:	INVITATION FOR AN OPEN TENDER FOR GARDENING AND LANDSCAPING SERVICES FOR AIDC FOR TWO SITES (AUTOMOTIVE SUPPLIER PARK AND GAUTENG AUTOMOTIVE LEARNING CENTRE) FOR A PERIOD OF 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:			Technical enquiries may be directed to:		
Contact Person	Mitta Mashishi		Contact Person	Sharon Mashala	
Telephone no	012 564 5298		Telephone no	012 564 5001	
Facsimile no			Facsimile no		
E-mail Address	mmashishi@aidc.co.za		E-mail Address	smashala@aidc.co.za	
Closing date for Enquiries: 18 March 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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Supplier Compliance Status			
SARS Tax e-filing Pin		Central Supplier Database (CSD) no.	
B-BBEE Status Level Verification Certificate	Yes / No	B-BBEE Status Level Sworn Affidavit	Yes / No
A B-BBEE Status Level Verification Certificate/ Sworn Affidavit (for EMEs & QSEs) must be submitted in order to qualify for Preference Points for B-BBEE			
Are you the accredited representative in South Africa for the goods / services / works offered?	Yes / No <i>(if yes enclose proof)</i>	Are you a foreign based supplier for the goods / services / works offered?	Yes / No <i>(if yes, answer the questionnaire below)</i>
Questionnaire to bidding foreign suppliers			
Is the entity a resident of the Republic of South Africa (RSA)?			Yes / No
Does the entity have a branch in the RSA?			Yes / No
Does the entity have a permanent establishment in the RSA?			Yes / No
Does the entity have any source of income in the RSA?			Yes / No
Is the entity liable in the RSA for any form of taxation?			Yes / 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 Service (SARS). If one or more of the answers are “yes”, register as per 2.3 below.			

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A1.1 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:
2 HARD COPIES (1 X ORIGINAL + 1 COPIES + 1 USB COPY) in a sealed envelope/package endorsed, "AIDC_T04_2021/22" 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_T04_2021/22" 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 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.

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- 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.
- 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.

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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) Prequalification criteria
 - b) Evaluation for mandatory (compliance) criteria
 - c) Evaluation in terms of functionality if part of the tender
 - d) 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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A2. 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

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- Client-centered
- Integrity and ethics above all

2. BACKGROUND TO THE TENDER

2.1 INTRODUCTION

2.1.1. Automotive Supplier Park

The Automotive Industry Development Centre (AIDC) is a subsidiary of the Gauteng Growth and Development Agency (AIDC), an agency of the Gauteng Department of Economic Development (GDED). The AIDC was established as a support centre to strengthen global competitiveness in the local automotive industry and to bolster the position of Gauteng as an automotive industry destination of choice.

The AIDC has accelerated economic growth within the automotive industry through strategic partnerships with government, non-governmental agencies and industry leaders. The AIDC prides itself in being a world-class organisation, specialising in skills development and training, enterprise development, incubation programmes, management of incentive programmes and facility management.

The Supplier Park Development Company was established in 2002 to manage the Automotive Supplier Park (ASP), an intervention that strives to assist the automotive manufacturing industry to achieve long-term sustainability. The ASP offers benefits including close proximity to vehicle manufacturers, cost benefits through shared infrastructure, services and facilities, state of the art ICT infrastructure and services, a central logistics warehousing and container terminal, Central Hub offices, conference facilities and retail centre, a world-class production environment with 24-hour security and local and provincial government support. Overall, the supplier park improves the production environment and services, lowers costs and exploits the latest advances and logistics in the automotive supply chain.

2.1.2. Gauteng Automotive Learning Centre

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 Programme Government's commitment to skills development. The Learning Centre is part of the Nissan SA investment support programme 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 in Rosslyn. 30 Helium road, Rosslyn.
- 2.2.2. Gauteng Automotive Learning Centre, 99 Hendrik van Eck Street, Rosslyn.

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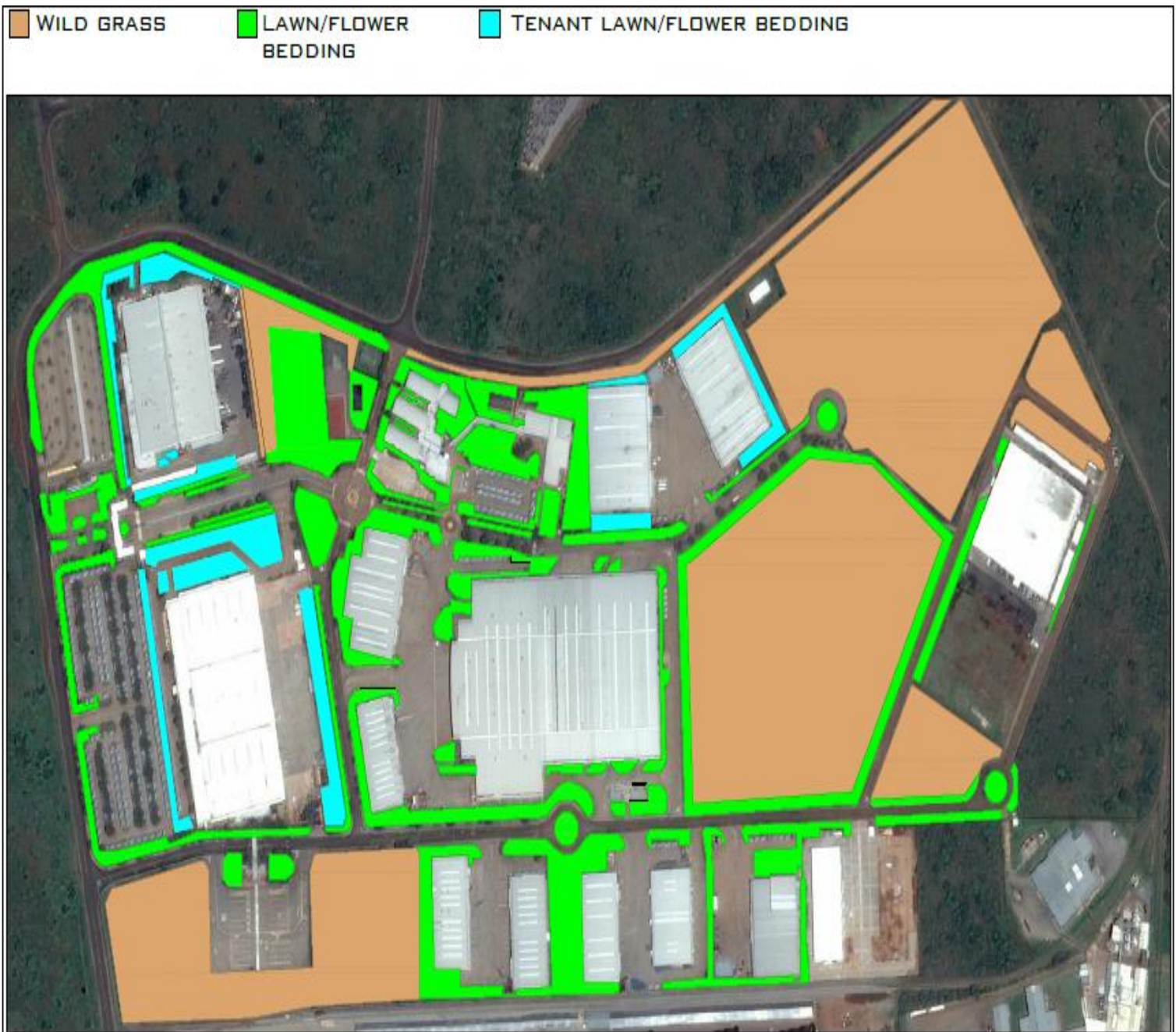
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- **Automotive Supplier Park**
 - Natural grass/veld area 158 576m²
 - Lawn and Flower beds 71 735m²
- **Gauteng Automotive Learning Centre**
 - Lawn and flower beds 4 650m²

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APPENDIX 1 – Automotive Supplier Park



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3. Tender scope of work.

Area	Application	Equipment
1. 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.	
2. 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.	
3. 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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	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. 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.	
4. All lawn areas	Lawn fertilizing	SANS Approved chemicals
	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. 4.2 For a schedule of applications, refer to Appendix 2. 4.3 After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage penetration to the roots. <u>Couch grass (Cynodon Dactylon)</u> - 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. <u>Kikuyu</u> - 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. <u>Topdressing</u> - 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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5. All lawn areas	Fertilizer application method	
6. All lawn areas	Miscellaneous Lawn Treatment	
	6.1 Existing lawn type on each site and area will be maintained and not replaced with another type except with the approval of the Client. 6.2 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. 6.3 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. 6.4 General pesticides control must be undertaken weekly to ensure full control of all lawn areas.	
7. Sports Complex	Maintenance of Sports Complex Soccer Field	
	7.1 The lawn to be maintained at a height of 25- 30mm. 7.2 The lawn should be mowed weekly or more often in rainy season in order to keep it to the required height. 7.3 The goal posts area in particular must be inspected weekly for development of bare patches which must be repaired promptly. 7.4 Watering must be done according to the schedule in Appendix 1 except damaged areas which may need daily localized watering. 7.5 Sand based top dressing must be used to fill up sagging or uneven spots. 7.6 Scarification must be done annually using a proper scarifying machine and not hand rakes. 7.7 Aeration should be done when the soil is moist but not wet to avoid the holes being closed almost immediately. 7.8 Weeding must be carried out as per Appendix 2. 7.9 Herbicides and pesticides must where necessary and approved by the Client, be applied sparingly and in strict compliance with manufacturer's instructions. 7.10 Fertilizer to be applied three times a year during spring, summer, and autumn. 7.11 The soccer field must be compacted with a roller compactor as per Appendix 2.	
8. Beach Volleyball Field	Maintenance of volleyball field	Manual job
	8.1 The Volleyball field to be kept weed and litter free at all times.	

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	8.2 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.	
9. Veld Grass area	Maintenance of veld grass	
	9.1 The maintenance of veld grass around the sports complex including ramparts must follow the same specification and routine as outlined in herein.	
10. Maintenance of Ramparts	Cutting of veld grass	
	10.1 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).	
	10.2 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.	
	10.3 Brush cutters may be used in areas where the land is uneven or steep.	
	10.4 All veld grass cuttings will be removed from site or to a composting site if applicable.	
	10.5 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 tree seedlings are removed on a regular basis.	
All areas (lawn & pavement)	Cultivation and weeding	
	10.3 All areas are to be kept weed free at all times. Ensure all self-seeded tree seedlings are removed on a regular basis.	
	10.4 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 replaced as part of the service and may not be charged separately.	
	10.5 Cultivation should ensure a loose, friable surface with no compaction up to a depth of 50mm.	
	10.6 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.	

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	10.7 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. 10.8 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. 10.9 No herbicides to be used in these areas until the replanted plants have shown growth.	
101 Maintenance of Shrubs, Flower beds and Groundcover Areas	New flowers plants/shrubs/ground covers and replacements	
	11.1 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.	
102 All areas, flowers and trees	Pruning	Pro pole pruner (Extending 5m)
	12.1 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. 12.2 Remove dead and excessive material, in particular the dead flowers and leaves. Pruning shall encourage density and a natural appearance. 12.3 Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees. 12.4 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. 12.5 Major pruning may only be undertaken on approval and at the discretion of the Client. 12.6 Shrubs shall be pruned lightly too natural forms, or if necessary and as directed by the Client's representative.	

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103 Along perimeter fence	Maintenance of lawn & trees	
	13.1 Wild or natural grass to cut and maintained at a maximum height of 50mm 13.2 Grass to be maintained for an area of ten (10) meters from the fence on the outside and five (5) meters inside 13.3 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 13.4 No tree branches to be allowed within one meter from the fence	
104 Undeveloped Land and Koppie	14.1 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 14.2 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. 14.3 Velgrass to be maintained as per the above Natural Grassed Areas maintenance specification. 14.4	
105 All lawn areas	Pest Control	
	15.1 <i>Service provider</i> is to monitor constantly throughout the garden and to treat accordingly as and when required. 15.2 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. 15.3 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. 15.4 The wearing of the appropriate clothing is mandatory and non-negotiable.	
106 All areas, lawn and pavement	Leaf, Litter and Garden Refuse Removal	
	16.1 <i>Service provider</i> 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. 16.2 <i>Service provider</i> 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. 16.3 All roads, pathways and parking areas are to be kept swept and clean. All litter and rubbish (including papers, cans, cigarette	

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	butts, etc.) which accumulate on site from whatever source shall be removed by the <i>Service provider</i> . 16.4 <i>Service provider</i> shall not be permitted to dump his garden refuse into the bins or skips provided for office waste and general public. 16.5 <i>Service provider</i> shall not be responsible for the removal of rubble from another <i>Service provider</i> or Sub-service provider's site or working area	
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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.

5. Annuals

- 5.1 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.
- 5.2 *Service provider* shall ensure that flowering annuals are replaced before seasonal die back with other flowering annuals suited to the conditions and season.
- 5.3 The choice of replacement plants must be approved by the Client.
- 5.4 Any flowering annuals which are suffering due to pest or infection shall be replaced immediately by the service provider at own cost.
- 5.5 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

- 6.1 *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.
- 6.2 *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.
- 6.3 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.

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7. Irrigation Maintenance

- 7.1 *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.
- 7.2 *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.)*
- 7.3 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.

8. Watering and Irrigation

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

9. Site Inspections

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

10. Health and Safety

- 10.1 Service provider accepts full responsibility for his staff's actions and will ensure that
- 10.2 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).
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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 unauthorised persons.

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10.9 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.

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

11. Exclusions

11.1 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.)

11.2 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.

11.3 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.

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

12. Machinery and Tools

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

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

12.3 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.

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

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

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

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

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

13. Uniforms and Clothing

13.1 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.

13.2 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.

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

14. Equipment and personnel requirements

14.1 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.

14.2 The bidder will provide and maintain the following non-exhaustive equipment list and protective clothing at its own cost:

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
Nets to protect the windows and Cars

- 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 | 20 |
| • Workers/ Gardeners at the Gauteng Automotive Learning Centre | 1 |

Total of 22 personnel required.

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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_T04_2021/22

Closing Date: 22 March 2022

Closing Time: 11:00

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.

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Signature of Bidder

Date

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PRICING TABLE:	Item Description	Quantity	Unit Price	Monthly fee (EXCLUDING VAT)	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
Automotive Supplier Park (Site 1)	1. Maintenance of natural grass/veld area	(158 576 m2)	R	R	R	R	R
	2. 1 x Self-propelled lawn tractors MTD 38" Ride-On Lawn mower MTD Engine	1	R	R	R	R	R
	3. Maintenance Gardening and Landscaping - Lawn and Flowerbeds	(71 735 m2)	R	R	R	R	R
	4. 2 x Self-propelled lawn tractors	2	R	R	R	R	R
	5. 5 x Brush cutters	5	R	R	R	R	R

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	6. 2 x Chainsaws	2	R	R	R	R	R
	7. 3 x Lawn Mowers	2	R	R	R	R	R
	8. 2 x Hedge cutter/trimmer	2	R	R	R	R	R
	9. 3 x Blowers	3	R	R	R	R	R
	10. 2 x Pole saw adjustable	2	R	R	R	R	R
	11. 2 ton bakkie or equivalent to be used to remove garden waste , 2 x weekly.	1	R	R	R	R	R
	12. 5 x Spades	5	R	R	R	R	R
	13. 7 x forks	7	R	R	R	R	R
	14. 3 x wheelbarrows	3	R	R	R	R	R
	15. 2 x Ladders	2	R	R	R	R	R

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	16. 2 x Trim liner	2	R	R	R	R	R
	17. 2 x large lopper	2	R	R	R	R	R
	18. 2 x small lopper	2	R	R	R	R	R
	19. 7 x Leaf plastic rakes	7	R	R	R	R	R
	20. 4 x Leaf steel rakes	4	R	R	R	R	R
	21. 7 x manual weeds removal tools	7	R	R	R	R	R
	22. 7 x Paper picking tools	7	R	R	R	R	R
	23. 2x 5ltr Weed chemical spray container	2	R	R	R	R	R
	24. 1 x 30-meter hose pipe	1	R	R	R	R	R
	25. Site supervisor	1	R	R	R	R	R
	26. Labour	20	R	R	R	R	R

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	SUB - TOTAL		R	R	R	R	R
	Total price including 15% VAT		R	R	R	R	R
Adhoc Services to be done when approved by the client							
	1. Price rate per square meter for tenants requirements (maintenance of garden and landscaping)		R	R	R	R	R
	2. Planting of lawn per square meter rate		R	R	R	R	R
	3. Planting of flower bed per square meter		R	R	R	R	R
	4. Removal of lawn per square meter		R	R	R	R	R
	SUB - TOTAL		R	R	R	R	R
	Total price including 15% VAT		R	R	R	R	R

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PRICING TABLE:	Item Description	Quantity	Unit Price	Monthly fee (EXCLUDING VAT)	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
Gauteng Automotive learning center (Site 2)	1. Maintenance of natural grass/veld area	(4650 m2)	R	R	R	R	R
	2. Labour	1	R	R	R	R	R
	SUB - TOTAL		R	R	R	R	R
	Total price including 15% VAT		R	R	R	R	R

NB: Three Prices on the table below to be added and be transferred to page 1 as Total bidding price.

3 Year total bidding price for ASP including VAT	3 Year total bidding price for GALC including VAT R	3Year total bidding price for Adhoc services R	Total Price to be transfer to page 1 R
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16. Requirements Summary

16.1 The appointed service provider will be expected to compile a detailed service proposal to be approved by AIDC for a period of 36 months from award date. 60 days' notice is required for early termination without any penalties to either party. This covers all aspects of the scope as detailed SBD 3.

17. Contract duration

17.1 Duration of contract is 36 months' period of the tender scope.

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PART B

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B1.

DECLARATION OF INTEREST

SBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this **invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal)**. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - The bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. To give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full name of bidder or his/her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:.....
 - 2.6 VAT Registration Number:.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹State means:

- Any national or provincial department, national or provincial public entity or constitutional institution within the definition of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- Any municipality or municipal entity;
- Provincial legislature;
- National Assembly or the National Council of Provinces; or
- Parliament

²Shareholder 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

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2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following:
 Name of person / director / trustee / shareholder/ member:

 Name of state institution at which you or the person connected to the bidder is employed:

 Position occupied in the state institution:

 Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

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2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	Personal Tax Reference Number	State Employee No/ Persal No

4 Declaration

I, the undersigned (name)
 certify that the information furnished is correct. I accept that the state may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

Signature

Date

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Position

Name of bidder

PART C

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The bid will be evaluated in accordance with the following:
Prequalification (Part A),
Evaluation for mandatory (Part B), and
Functionality and Capability Requirements (Part C) criteria:

A. Prequalification - Compliance Requirements – all documents to be submitted	Weighting
1. CSD Registration	
a) Supplier active status b) Supplier not restricted c) Active tax status (NB: award cannot be made to the bidder whose tax matters are not in order) d) SARS on-line tax status verification	Info provided will be validated during evaluation stage
2. Certified Documentations Required	
➤ Original bank stamped letter indicating bank details with acceptable bank Rating (A or B or C or D not older than 6 Months from date of submission)	Failure to submit will lead to disqualification
➤ BBBEE certificate issued by a verification agency accredited by SANAS or a sworn affidavit signed by the EME representative & certified by a Commissioner of Oaths as per DTI requirement for exempted EME's or QSE's	Submit BBBEE rating as detailed in the bid document
➤ Financial & liability status - submit any of the following: - Letter from the bidder's appointed accountant; or - CEO certifying that the bidder is in a financially sound position and that there are no pending liabilities or court cases pending against the bidder not older than 6 months	Make sure it is provided as failure to submit will lead to disqualification
➤ Company Registration Documents (CIPC) (with listed Directors)	Make sure it is provided
➤ Valid Letter of good standing - (COIDA -Department of Labour)	Make sure it is provided as failure to submit will lead to disqualification
➤ Public liability Insurance to the value of 2 million or more	Make sure it is provided as failure to submit will lead to disqualification

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C. 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 letter must be on the Company Letterhead Signed by the client. 5 and more reference letters = 10 points 4 reference letters = 5 points < 3 reference letters = 0 points - no reference letters = 0 points	10		
1.2 Operational plan covering the 2 sites. Bidder to submit a detailed operational plan that includes the following: - Executive Summary Business model, - General lawn maintenance, - Land scaping maintenance, - Maintenance of veld grass, - Maintenance of lawn and trees around perimeter fence, - Garden & Landscaping Improvements, - Operational plan covering all 6 items mentioned above = 25 points. - Operational plan covering 5 items mentioned above = 20 points - Operational plan covering 4 items mentioned above = 15 points - Operational points covering 3 items mentioned above = 10 points - Operational points covering 2 items mentioned above = 5 points - No operational plan=0 points NB: Only the operational plan covering 2 sites will be considered, 0 points will be allocated to the operational plan covering 1 site.	25		

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1.3 Risk Assessment, The bidder to develop the risk assessment relating to the day-to-day operations and scope of work with mitigations. • 15 areas covered with risks and mitigation identified = 30 points • 12 – 14 areas covered with risks and mitigation identified = 20 points • 10 areas covered with risks and mitigation identified=10 points • < 10 areas covered with risks and mitigation identified=0 points	30		
1.4 Provide comprehensive CV'S of Site Supervisor, experience of years worked to be indicated on CV). Site supervisor, • > 5 years' Experience in Garden & landscaping = 15 points • 3-5 years' Experience in Garden & landscaping = 10 points • < 3 years' experience = 0 points	15		
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. • Gardening & Horticulture qualifications certificate or higher = 20 points • No Horticulture qualifications certificate = 0 points	20		
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

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Economic Empowerment Act;

- (b) **“B-BBEE Status Level of Contributor”** means the B-BBEE status of an entity 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;
- (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

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:

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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:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

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8. Declaration regarding **OR**

Any EME		
Any QSE		

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 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.

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Witnesses

1.

2.

.....
Signature(s) of bidders(s)

Date:

Address:
.....
.....

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C3. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT SBD 6.2 FOR DESIGNATED SECTORS

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.

- 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.

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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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
.....	%
.....	%
.....	%

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)	
Local content %, as calculated in terms of SATS 1286:2011	

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.

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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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This document must be signed and submitted together with your bid

C4. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

SBD 5

Introduction

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. Pillars of the programme

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
- or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period this in total exceeds US\$10 million.
- or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
- or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4. A period of seven years has been identified as the time frame within which to discharge the obligation.

2. Requirements of the department of trade and industry

2.1 In order to ensure effective implementation of the programme, successful bidders (service providers) are required to, immediately after the award of a contract that is in excess of R10 million (Ten Million Rand), submit details of such contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (Ten Million Rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1.(d) above.

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3. Bid submission and contract reporting requirements of bidders and successful bidders (service providers)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful bidders (service providers) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (Ten Million Rand), to contact and furnish the DTI with the following information:
- Bid / contract number
 - Description of the goods, works or services
 - Date on which the contract was accepted
 - Name, address and contact details of the government institution
 - Value of the contract
 - Imported content of the contract, if possible
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at elias@thedti.gov.za for further details about the programme.

4. Process to satisfy the NIP obligation

- 4.1 Once the successful bidder (service provider) has contacted and furnished the DTI with the information required, the following steps will be followed:
- a) the service provider and the DTI will determine the NIP obligation;
 - b) the service provider and the DTI will sign the NIP obligation agreement;
 - c) the service provider will submit a performance guarantee to the DTI;
 - d) the service provider will submit a business concept for consideration and approval by the DTI;
 - e) upon approval of the business concept by the DTI, the service provider will submit detailed business plans outlining the business concepts;
 - f) the service provider will implement the business plans; and
 - g) the service provider will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (service provider) and, therefore, does not involve the purchasing institution.

Bid Number:

Closing Date:

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Name of Bidder _____

Postal Address _____

Signature _____

Name (in print) _____

Date _____

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PART D

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D1. DECLARATION OF SERVICE PROVIDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES SBD 8

- 1 This form SBD 8 must be completed and submitted as part of the bid response by the service provider.
- 2 It serves as a declaration to be used by the AIDC in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any service provider may be disregarded if that service provider, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the service provider or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Accounting Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website, http://www.treasury.gov.za, and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars: 		
4.2	Is the service provider or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za), by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars: 		

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4.3	Was the service provider or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the service provider and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name), certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Bidder

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D2. CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging) ². Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

I, the undersigned, in submitting the accompanying bid:

(Bid number and description)

in response to the invitation for the bid made by:

(Name of institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of bidder)

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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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7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

Signature

Date

Position

Name of Bidder

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E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means 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 Gauteng Growth and Development Agency 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 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “AIDC” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by AIDC calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to AIDC at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to AIDC;

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1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;

1.16 “Value added” means that portion of the bid price not constituting the cost of materials;

1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-

2.2 An expression which denotes

- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

2.3 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;

2.4 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;

2.5 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.

3. I/we hereby bid:

3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the 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/we agree further that:

4.1 the offer herein shall remain binding upon me/us and open for acceptance by AIDC during the validity 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/we are fully acquainted;

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5. notwithstanding anything to the contrary:

- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, AIDC may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and AIDC.
- 5.2 in such event, I/we shall then pay to AIDC any additional expense incurred by AIDC for having either to accept any less favorable bid or, If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable 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/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our 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/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay AIDC legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;

7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;

8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.

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9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. 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.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offer 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. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by AIDC during the validity period indicated and calculated 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.

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15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.

E2: GENERAL CONDITIONS OF CONTRACT NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with AIDC.
- (iii) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iv) The General Conditions of Contract will form part of all bid and contract documents.
- (v) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

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25. Governing language
26. Applicable law
27. Notices
28. Taxes and duties
29. National Industrial Participation Programme (NIPP)

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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- 1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.
- 1.15 Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.
- 1.20 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

- 6.1 The service provider shall indemnify the client against all third-party claims of infringement

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of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

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

9. Insurance

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

10. Transportation

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

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11. Incidental Service

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

12. Warranty

- 12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be

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necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

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

14. Prices

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

15. Contract amendments

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

16. Assignment

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

17. Subcontracts

- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely

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duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

- 19.1 Subject to GCC Clause 25, if the service provider fails to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
- (b) if the service provider fails to perform any other obligation(s) under the contract; or
- (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent

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practices in competing for or in executing the contract.

- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the client shall pay the service provider any monies due the service provider.

21. Limitation of liability

- 21.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
 - (b) the aggregate liability of the service provider to the client, whether under the contract, in

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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

22. Governing language

22.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

23. Applicable law

23.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

24. Notices

24.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice

24.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

25. Taxes and duties

25.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

25.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

25.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

25.4 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for insolvency

27.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

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28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.5 Notwithstanding any reference to mediation and/or court proceedings herein,

29. National Industrial Participation (NIP) Programme

- 29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER

VAT REGISTRATION NUMBER

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLOCK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ FAX NUMBER _____

CELLPHONE NUMBER

E-MAIL

TYPES OF BUSINESS

PRINCIPAL BUSINESS ACTIVITIES

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ANNEXURE A

SHEQ Specification

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