





Department:	Supply Chain Management	Document no:		 Automotive Industry Development Centre <i>Your partner in becoming globally competitive</i> <small>A subsidiary of the Gauteng Growth and Development Agency</small>
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**NB: ALL DOCUMENTS MUST BE VALID AND ACTIVE FOR THE DURATION OF THE CONTRACT.**

**BIDDERS TO ENSURE THAT THEY COMPLY WITH THE BELOW REQUIREMENTS:**

1. Bid Documents must be completed with an ink pen or typed. No correction pen is allowed.
  2. No “type correction fluids” or any other forms of blanking out any of the printed information on this tender document are allowed. All changes must be indicated, and any deletions must be scratched out and signed next to each change.
  3. All certified documents must be within six (6) months.
  4. Bid documents must be secured together, preferably bound or contained in a lever arch file. Supplier Park Development Company SOC LTD t/a Automotive Industry Development Centre will not be responsible for any documents lost due to not being properly secured upon submission.


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### DOCUMENTS REQUIRED


Documents required for this BID	Comments	Submitted (Yes /No)
<b>Mandatory Documents (Stage 1)</b>		
Compulsory Briefing session	The bidder/s who fail to attend compulsory briefing session will be disqualified; the attendance register will be used as proof of attendance	
SBD 1 (Invitation to Bid)	Must be fully completed. Incomplete form will lead to disqualification.	
SBD 3 (Pricing Schedule)	Must be fully completed, in ZAR currency only. Pricing Schedule total cost to be transferred to page 1	
SBD 4 (Bidders Disclosure)	Must be fully completed and signed. An incomplete declaration will lead to disqualification.	
A valid letter of good standing COIDA from Department of Employment and labour. Nature of Business: Garden services	Disqualify if not submitted	
Proof of Valid or Letter of intent for Public Liability insurance to the value of R2 000 000 million	Disqualify if not submitted	
Financial Standing - Submission <u>of any</u> of the following must not be older than 6 months: <ul style="list-style-type: none"> <li>➤ Signed letter from the Bidder's Appointed Accountant or,</li> <li>➤ The CEO certifies that the Bidder is in a Financially Sound Position and that there are no Pending Liabilities or Court Cases logged against the Bidder.</li> </ul> <b>NB: AIDC reserves the right to request an Annual Financial Statement</b>	Disqualify if not submitted	
<b>Other Returnable Documents (Stage 2)</b>		
SBD 6.1 (Preferential Points Claim Form)	The preferential procurement targets will be followed out of 20 points. Points will be awarded for specific goals related to this tender. The total points obtained will be used to evaluate 80/20, where 80 points are assigned to price and the remaining 20 points are assigned to a specific goal. Bidder must attach supporting documents listed below and complete SBD 6.1 in full on page 4 of 5. (To be completed by the tenderer), a bidder who fails to complete in full	

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	or complete incorrectly SBD 6.1 to claim points for specific goals will receive a score of zero for that goal	
SBD 6.2 (Local Production & Content) and Annexure C. Local Production and Content will apply to items and percentages. The stipulated minimum threshold(s) for local production (refer to Annex A of SANS 1286:2017 or <a href="http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement">http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement</a> )	To be fully completed and submit the SBD 6.2 and Annexure C correctly will forfeit the points allocated for Local Production and Content.	
Central Supplier Database (CSD) Summary Report	The info provided will be validated during the evaluation stage & failure to meet CSD requirements, Tax Status will lead to disqualification	
Original or Certified Copy of Board Resolution or Company Power of Attorney, authorising the person signing this bid response.	Must be duly completed and signed	
POPIA Compliance - Personal Information Processing Form	Must be duly completed and signed	
Value Added Tax (VAT) - Notice of Registration issued by SARS. VAT compliance requirements can be obtained from the following SARS link:	Value Added Tax (VAT) - Notice of Registration issued by SARS. VAT compliance requirements can be obtained from the following SARS link:	


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# PART A

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A1

SBD 1

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	AIDC_T16_2024/25	CLOSING DATE:	12 May 2025	CLOSING TIME:	11:00
DESCRIPTION	<b>INVITATION FOR AN OPEN TENDER TO PROVIDE COMPREHENSIVE GARDEN AND LANDSCAPING SERVICES FOR 3 SITES OF THE SUPPLIER PARK DEVELOPMENT COMPANY SOC LTD T/A AIDC FOR 36 MONTHS. THESE ARE:</b> <ul style="list-style-type: none"> <li><b>AUTOMOTIVE SUPPLIER PARK (ASP), 30 HELIUM ROAD ROSSLYN</b></li> <li><b>GAUTENG AUTOMOTIVE LEARNING CENTRE (GALC) 99 HENDRICK VAN ECK STREET ROSSLYN</b></li> <li><b>AIDC INCUBATION CENTRE AT FORD (FIC), SIMON VERMOTEN STREET, WALTLOO.</b></li> </ul>				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**AUTOMOTIVE SUPPLIER PARK, 30 HELIUM ROAD, ROSSLYN 0200**

**CLOSING DATE FOR QUESTIONS: 06 May 2025**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**


CONTACT PERSON	SCM Department	CONTACT PERSON	
TELEPHONE NUMBER	012 564 5001	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:aidctenders@aidc.co.za">aidctenders@aidc.co.za</a>	E-MAIL ADDRESS	

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
☐ 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?  
☐ NO

☐ YES

☐ YES


☐

☐ YES

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) AND IF NOT REGISTER AS PER 2.3 BELOW.

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## A2

## TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."


**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)


DATE: .....

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A3.	TERMS AND CONDITIONS FOR BIDDING
<b>3. Bid Submission:</b>	
3.1.	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".
3.2.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
3.3.	<b>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</b>
3.4.	All the documentation submitted in response to this invitation to bid must be in English.
3.5.	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.
3.6.	<b>Please make proper division and reference/index your bid document and bid supporting documents attached.</b>
3.7.	<p><b>Tender</b> responses should be submitted as follows:</p> <p><b>1 HARD COPY (1 x ORIGINAL + 1 x USB MEMORY STICK)</b> in a sealed envelope/package endorsed, "<b>AIDC_T16_2024/25</b>", with the service provider's details on the back of the envelope or on the front. The sealed envelope/package must be placed in the bid box at the Main Entrance Gate, Automotive Supplier Park, 30 Helium Road, Rosslyn X2, <b>by the closing date and time.</b></p>
3.8.	<b>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).</b> 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 responsibility in this regard.
3.9.	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. <b>Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.</b>
3.10.	Amended bids may be made, in an envelope marked "Amendment to bid no " <b>AIDC_T16_2024/25</b> ", 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 per 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.
3.11.	The service provider is responsible for all the costs that they might incur related to the preparation and submission of the bid document.
3.12.	AIDC reserves the right not to accept the lowest bid price of any bid in part or 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.

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- 3.13. 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.
- 3.14. AIDC also reserves the right to cancel or award this bid as a whole or in part based on the Preferential Procurement Regulation, 2022, paragraph 13.
- 3.15. AIDC reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against The AIDC has been blocked for poor performance on the AIDC's vendor database.
- 3.16. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of the contract.
- 3.17. Responses to this tender received from a service provider will be valid for **120 days** from the closing date of the tender.
- 3.18. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 3.19. Respondents are to note that the Local Content commitments made by the successful respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local Content obligations, non-compliance penalties shall be applicable. Breach of Local Content obligation also provides SPDC SOC LTD t/a AIDC cause to terminate the contract in certain cases where material non-compliance with Local Content requirements is not achieved.


#### 4. Tax Compliance Requirements

- 4.1. Bidders must ensure compliance with their tax obligations.
- 4.2. 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.
- 4.3. Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 4.4. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS pin / CSD number.
- 4.5. In terms of Regulation 13 (c) of the Public Service Regulations., which read as follows "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".

#### 5. Evaluation Process

- 5.1. The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation.
- 5.2. This bid will also be evaluated in terms of the following stages:
- Evaluation for Mandatory Criteria
  - Evaluation for Administration criteria
  - Evaluation in terms of functionality, if part of the tender
  - Evaluation in terms of the 80/20 preference point system.

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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.


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**Signature of Authorised Representative**

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**Date**

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## A3. TERMS OF REFERENCE AND SCOPE OF WORK

### 1. INTRODUCTION

#### 1.1. Mandate

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 that 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 (GGDA) 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 GGDA with special developmental-oriented projects aimed at retaining and attracting investments in the automotive and allied-related sector with a focus on enterprise development; supporting 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 that promotes industry sustainability and global competitiveness.

#### 1.3. Mission


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

#### 1.4. Values

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

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

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## 2. BACKGROUND TO THE TENDER

### 2.1 INTRODUCTION

Automotive Supplier Park (ASP) is developed and managed by the AIDC, a subsidiary of the Gauteng Growth and Development Agency. ASP spans an area of 130 hectares and is located in Rosslyn, north of Tshwane. ASP concentrates automotive component manufacturers, suppliers and service providers in one location to achieve synergies and cost benefits and create a safe and stable environment in terms of security and supply of services. The AIDC rents factories to tenants on a long-term lease basis.

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

The AIDC pioneered its Incubation Programmes within the local automotive industry to provide support to Black-owned enterprises and nurture these companies during their start-up phases. These start-up businesses benefit from operating within the Incubation facility, receiving subsidised rental, mentorship and training by professionals with business development and financial support. The initiative is the AIDC's mandate of creating jobs and developing sustainable SMMEs.

## 3. TENDER OBJECTIVES


- Provide efficient and comprehensive garden and landscaping services at AIDC.
- Creation of decent jobs for the benefit of local communities.

## 4. SPECIFICATION OF THE WORK AND SERVICES REQUIRED

### The provision of Garden & Landscaping Services at AIDC.

- Automotive Supplier Park.
- Gauteng Automotive Learning Center.
- Ford Incubation Centre.

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## 5. The scope of work is as follows:

Area	Application
<b>1. All lawn areas</b>	<b>Mowing and Edging</b>
	<p>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.</p> <p>1.2 Couch grass lawn to be cut and maintained at a height of 5 – 10 mm. Inconsistent and uneven mowing must be avoided.</p> <p>1.3 All grass cuttings will be removed from site or composted on site if composting on site has been approved by Client.</p> <p>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.</p> <p>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.</p> <p>1.6 No edges are to be cut using a spade. Only nylon line trimmers or hand grass or hedge shears may be used.</p>
<b>2. All lawn areas</b>	<b>Weed Control</b>
	<p>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.</p> <p>2.2 Hand weeding is to be carried out on a regular basis, and all root growth will be removed.</p> <p>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.</p> <p>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.</p>
<b>3. All lawn areas</b>	<b>Scarification and aeration</b>
	<p>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.</p> <p>3.2 Prior to this being carried out, the Client is to be consulted and advised to avoid any possible conflict with tenants and damage to other property on site.</p> <p>3.3 Where grass growth has been poor through lack of water or where the soil has been compacted, the area is to be aerated at regular intervals. This operation is only to be carried out after the area has been watered the day before in dry season. Aeration should be done when the soil is moist but not wet.</p>
<b>4. All lawn areas</b>	<b>Lawn fertilizing</b>

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	<p>4.1 Fertilizer will be uniformly applied using a mechanical or calibrated hand spreader and may not be applied by hand. The client will supply the fertilizer.</p> <p>4.2 For a schedule of applications, refer to Appendix 2.</p> <p>4.3 After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage penetration to the roots.</p> <p><u>Couch grass (Cynodon Dactylon)</u></p> <ul style="list-style-type: none"> <li>Type 3:2:3 at a rate of 45g/m<sup>2</sup> at the beginning of August.</li> <li>Type 4:1:1 at a rate of 45g/m<sup>2</sup> at the beginning of August as alternative.</li> <li>Compost to be used only on bare patches to stimulate growth in August.</li> </ul> <p><u>Kikuyu</u></p> <ul style="list-style-type: none"> <li>Type 3:2:1(28) SR at a rate of 45g/m<sup>2</sup> at the beginning of August.</li> <li>Type 3:2:2 at a rate of 45g/m<sup>2</sup> at the beginning of October.</li> </ul> <p><u>Topdressing</u></p> <ul style="list-style-type: none"> <li>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.</li> <li>General topdressing for all lawn areas shall be applied annually during spring and will be an extra cost at prices quoted in this tender.</li> </ul>
<b>5. All lawn areas</b>	<b>Miscellaneous Lawn Treatment</b>
	<p>5.1. Existing lawn type on each site and area will be maintained and not replaced with another type except with the approval of the Client.</p> <p>5.2. Localized areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated to improve growth. This operation is to be carried out after the areas have been thoroughly watered.</p> <p>5.3. Scarification of the grass surface must be carried out once a year to remove the build up of dry thatch. This should be carried out in July followed by the fertilizing.</p> <p>5.4. General pesticides control must be undertaken weekly to ensure full control of all lawn areas.</p>
<b>6. Sports Complex</b>	<b>Maintenance of Sports Complex</b>
	<ul style="list-style-type: none"> <li><b>Soccer Field</b></li> </ul> <p>6.1. The lawn to be maintained at a height of 25- 30mm.</p> <p>6.2. The lawn should be mowed weekly or more often in rainy season in order to keep it to the required height.</p> <p>6.3. The goal posts area in particular must be inspected weekly for development of bare patches which must be repaired promptly.</p> <p>6.4. Watering must be done according to the schedule in Appendix 1 except damaged areas which may need daily localized watering.</p> <p>6.5. Sand based top dressing must be used to fill up sagging or uneven spots.</p>


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	<p>6.6. Scarification must be done annually using a proper scarifying machine and not hand rakes.</p> <p>6.7. Aeration should be done when the soil is moist but not wet to avoid the holes being closed almost immediately.</p> <p>6.8. Weeding must be carried out as per Appendix 2.</p> <p>6.9. Herbicides and pesticides must be where necessary and approved by the Client, be applied sparingly and in strict compliance with manufacturer's instructions.</p> <p>6.10. Fertilizer to be applied three times a year during spring, summer, and autumn.</p> <p>6.11. The soccer field must be compacted with a roller compactor as per Appendix 2.</p>
<b>7. Beach Volleyball Field</b>	<b>Maintenance of volleyball field</b>
	<p>7.1. The Volleyball field to be kept weed and litter free at all times.</p> <p>7.2. Paving and crusher stone area, All the paved and crusher stone areas around facility and in between the various sports facilities to be kept weed and litter free at all times.</p>
<b>8. Veld Grass area</b>	<b>Maintenance of veld grass</b>
	8.1. The maintenance of veld grass around the sports complex including ramparts must follow the same specification and routine as outlined in herein.
<b>9. Maintenance of Ramparts</b>	<p><b>Cutting of veld grass</b></p> <p>9.1. Veld grass is to be mowed as defined in Appendix 2 and maintained at a height of 75 - 100 mm (as indicated in the schedule).</p> <p>9.2. Veld grass along the perimeter fence to be cut to a maximum height of 50mm within 10 (ten) meters outside and 5 (five) meters inside.</p> <p>9.3. Brush cutters may be used in areas where the land is uneven or steep.</p> <p>9.4. All veld grass cuttings will be removed from site or to a composting site if applicable.</p> <p>9.5. All areas where the veld grass is encroaching onto kerbs or footpaths are to be trimmed to a line down the back edge of the footpath. No encroachment will be allowed.</p> <p><b>Weeding</b></p> <p>9.6. All ramparts areas are to be kept weed free at all times.</p> <p>9.7. Ensure all self-seeded treelings are removed on a regular basis.</p>
<b>10. All areas (lawn &amp; pavement)</b>	<b>Cultivation and weeding</b>
	<p>10.1. All areas are to be kept weed free at all times. Ensure all self-seeded treelings are removed on a regular basis.</p> <p>10.2. Care must be taken to avoid damage to plants and plant roots during the cultivation process. Any plants dying due to overzealous cultivation or for any other reason must be replaced as part of the service and may not be charged separately.</p> <p>10.3. Cultivation should ensure a loose, friable surface with no compaction up to a depth of 50mm.</p>

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	<p>10.4. Any extraneous material that is brought to the surface during the cultivation process exceeding 25mm in any direction is to be removed and disposed as part of rubble.</p> <p>10.5. Leaf litter may be utilized to mulch planting areas. This must be neatly spread in beds not thicker than 25mm per layer. The beds must all be mulched monthly with leaves and grass clippings/cuttings to conserve moisture and promote better water retention.</p> <p>10.6. As part of the cultivation process, any areas where plants have died historically or naturally is to be replanted using the plant type originally planted in the area. If the same/similar plants are not available or not advisable, then the Client is to be consulted prior to alternatives being used. After planting, these areas are to receive additional water for a period of two months.</p> <p>10.7.No herbicides to be used in these areas until the replanted plants have shown growth.</p>
<b>11. Maintenance of Shrubs, Flower beds and Groundcover Areas</b>	<b>New flowers plants/shrubs/ground covers and replacements</b>
	<p>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.</p>
<b>12. All areas, flowers and trees</b>	<b>Pruning</b>
	<p>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.</p> <p>12.2.Remove dead and excessive material, in particular the dead flowers and leaves. Pruning shall encourage density and a natural appearance.</p> <p>12.3.Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees.</p> <p>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.</p> <p>12.5.Major pruning may only be undertaken on approval and at the discretion of the Client.</p> <p>12.6.Shrubs shall be pruned lightly too natural forms, or if necessary and as directed by the Client's representative.</p>
<b>13. Along perimeter fence</b>	<b>Maintenance of lawn &amp; trees</b>
	<p>13.1.Wild or natural grass to cut and maintained at a maximum height of 50mm</p> <p>13.2.Grass to be maintained for an area of ten (10) meters from the fence on the outside and five (5) meters inside</p> <p>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</p> <p>13.4.No tree branches to be allowed within one meter from the fence</p>
<b>14. Undeveloped Land and Koppie</b>	<p>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</p>

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	<p>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.</p> <p>14.3.Veldgrass to be maintained as per the above Natural Grassed Areas maintenance specification.</p>
<b>15. All lawn areas</b>	<b>Pest Control</b>
	<p>15.1. <i>The service provider</i> is to monitor constantly throughout the garden and to treat accordingly as and when required.</p> <p>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.</p> <p>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.</p> <p>15.4.The wearing of the appropriate clothing is mandatory and non-negotiable.</p>
<b>16. All areas, lawn and pavement</b>	<b>Leaf, Litter and Garden Refuse Removal</b>
	<p>16.1.The service provider shall be responsible for the removal of the day-to-day refuse accumulated during the garden maintenance process. All refuse generated is to be removed from garden areas at the end of each day.</p> <p>16.2.Service provider is not to leave stockpiles of leaves, grass clippings and other refuse overnight. All organic refuse is to be taken to an allocated composting site, if available or removed to a municipal dumping ground of the service provider's choice.</p> <p>16.3.All roads, pathways and parking areas are to be kept swept and clean. All litter and rubbish (including papers, cans, cigarette butts, etc.) which accumulate on site from whatever source shall be removed by the Service provider.</p> <p>16.4.Service provider shall not be permitted to dump his garden refuse into the bins or skips provided for office waste and general public.</p> <p>16.5.Service provider shall not be responsible for the removal of rubble from another Service provider or Sub-service provider's site or working area</p>
17. Clear view perimeter fence	17.1. Remove vegetation from the inside and outside on a 4.7km fenced area


## 6. Storage of tools and equipment

6.1. A limited space for storing tools and equipment shall be provided.

## 7. Annuals

- 7.1. Certain areas may require year-round color as per Client requirements. The soil will be well prepared approved compost, 2:3:2(22) Zn@60g/m<sup>2</sup> and Superphosphate (8.3%) 125 g/m<sup>2</sup>.
- 7.2. The service provider shall ensure that flowering annuals are replaced before seasonal die back with other flowering annuals suited to the conditions and season.
- 7.3. The choice of replacement plants must be approved by the Client.
- 7.4. Any flowering annuals which are suffering due to pest or infection shall be replaced immediately by the service provider at own cost.

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- 7.5. 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.

## 8. Water and Irrigation

- **General responsibility**

- 8.1. *The 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 labor component, taking into account the extent and type of irrigation presently on site and the expected rainfall.

## 9. Irrigation Maintenance

- 9.1. *The 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.

## 10. Watering and Irrigation

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


## 11. Site Inspections

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

## 12. Health and Safety

- 12.1. The service provider accepts full responsibility for his staff's actions and will ensure that health and safety requirements are followed.
- 12.2. 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).
- 12.3. It is Service provider's responsibility to control its personnel, restore order or, if necessary, to remove them from the Client's premises.
- 12.4. The 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.

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- 12.8. Where keys for access to areas of the site are required, and keys are given to the Service provider, The necessary care and responsibility for their safekeeping will be observed. The service provider must ensure that keys are not misused or used to allow access by unauthorised persons.
- 12.9. Where the Service provider's employees make use of the Client's equipment, material or installations, the service provider must ensure that its employees are fully trained to do so with safety.
- 12.10. The service provider to ensure a trained first aider and a first aid box to be available on site all the time.

### 13. Exclusions

- 13.1. 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.)
- 13.2. 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.


### 14. Labor Force and Supervision

- a. The property is to be maintained on a five (5) weekday basis. The *Contractor* must retain a full-time presence on site.
- b. Sufficient qualified and experienced supervision is to be put in place programming the work to be done and liaising with the Client Representative or his/her appointor.
- c. The *Contractor* must provide a daily works rooster to ensure that the Client Representative is aware of the duties.
- d. All *Contractor's* staff are to adhere to the company's internal rules and regulations, whilst on premises (staff entrance, exit, etc.)

### 15. Machinery and Tools

- a. It is the *Contractor's* responsibility to supply, maintain and run all machinery necessary to carry out all the specifications herein.
- b. In addition, the supply and replacement of all tools is the responsibility of the *Contractor*.
- c. All machinery is to be always maintained in good working order. Servicing must be carried out on a regular basis in accordance with manufacturers recommendations.
- d. All machinery is to be petrol driven unless the Client approves otherwise.
- e. All blades on mowers must be always kept sharp to achieve the quality of cut required.
- f. Should a tool or machine fail beyond repair, it is the *Contractor's* responsibility to replace the equipment within one (1) week.
- g. Client does have a limited size storage facility which can be viewed upon inspection.
- h. All machinery used to comply with health and safety regulations.

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## 16. Uniforms and Clothing

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

Months	Irrigation Times	Recommended volume of water	Season
January	Late Afternoons: 15h30 – 17h30	25mm / week	Summer
February	Late Afternoons: 15h30 – 17h30	25mm / week	Summer
March	Late Afternoons: 15h30 – 17h30	15mm / week	Autumn
April	Early Mornings: 07h00 – 09h00	15mm / week	Autumn
May	Early Mornings: 07h00 – 09h00	8mm / week	Winter
June	Early Mornings: 07h00 – 09h00	8mm / week	Winter
July	Early Mornings: 07h00 – 09h00	8mm / week	Winter
August	Early Mornings: 07h00 – 09h00	8mm / week	Winter
September	Early Mornings: 07h00 – 09h00	15mm / week	Spring
October	Late Afternoons: 15h30 – 17h30	15mm / week	Spring
November	Late Afternoons: 15h30 – 17h30	25mm / week	Summer
December	Late Afternoons: 15h30 – 17h30	25mm / week	Summer

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

## 17. Insurance and indemnities

- The *Contractor* will ensure that the insurance liability cover is adequate for cover of public liability to the value R2 000 000.00

### Appendix 1 Irrigation Schedule

Workers' starting and knock off times must be flexible to cover the irrigation schedule times during the various seasons.


No watering shall take place outside these scheduled times

### Appendix 2 Special Monthly Applications & Operations

DESCRIPTION	J	F	M	A	M	J	J	A	S	O	N	D	TOTAL
1. <b>LAWN AND FIELD AREAS</b>													
1.1 <b>Mowing/Edging</b>													
Mowing	5	4	4	5	4	2	2	4	4	5	4	5	48
Edging	5	4	4	5	4	2	2	4	4	5	4	5	48
1.2 <b>Fertiliser</b>													
3:2:1(28)SR@45g/m <sup>2</sup>								1					1
4:1:1(28)SR@45g/m <sup>2</sup>								1					1

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LAN 2:3:1(22)Zn@45g/m <sup>2</sup>	-	-	-	-	-	-	-	1	-	-	1	-	2 1
1.3 Scarification	-	-	-	-	-	-	1	-	-	-	-	-	1
1.4 Weeding	1	1	1	1	-	-	-	-	1	-	1	1	7
1.5 Aeration	1	-	-	1	-	-	1	-	-	1	-	-	4
1.6 General top dressing (as required)	-	-	-	-	-	-	1	-	-	-	-	-	1
2. <b>BANKS/VELD GRASS</b>													
2.1 Weed eating/brush cutting	1	1	-	1	-	-	-	1	-	1	-	1	6
3. <b>SHRUBS/BEDS/GROUND COVERS</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
3.1 Weeding													
3.2 Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
3.3 Fertiliser 3:1:5@60g/m <sup>2</sup>	-	1	-	-	-	-	-	1	-	1	-	-	3
3.4 Compost	-	-	-	-	-	-	-	-	1	-	-	-	1
4. <b>TREES</b>													
4.1 Pruning	1	-	1	-	1	-	1	-	1	-	1	-	6
4.2 Fertiliser 2:3:2@100g/m <sup>2</sup>	-	1	-	-	-	-	-	1	-	1	-	-	3
5. <b>SOCCER FIELD</b>	5	4	4	5	4	2	2	4	4	5	4	4	47
5.1 Mowing													
5.2 Roller Compactor	2	2	2	2	1	1	1	1	2	2	2	2	20
5.3 Fertiliser 5:1:5@100g/m <sup>2</sup>	-	1	-	-	-	-	-	1	-	1	-	-	3
6. <b>ROADS/PAVING/PARKING</b>													
6.1 Weed Killer	1	1	1	-	-	-	-	-	1	1	1	1	7
6.2 Litter picking	Once per day as required												
7. <b>Garden Refuse</b>	Daily removal as required												

## 18. EQUIPMENT AND PERSONNEL REQUIREMENTS

- 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.
- The bidder will provide and maintain the following non exhaustive equipment list and protective clothing for the duration of the contract, cost to be included on SDB 3.

EQUIPMENT (PETROL OPERATED)	EQUIPMENT QTY
Commercial ride on mower	1
Commercial Brush cutters	9
Heavy duty Chainsaws	4
Commercial Lawn Mowers	6
Hedge cutter/trimmer with trim liners	5
Industrial Blowers	5
Pole pruner	3
Spades	15
Steel forks	15
Wheelbarrows	7

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Forks	15
Ladders foldable	2
Plastic rakes	15
Steel rakes	5
Large lopper 600mm	6
Manual weeds puller tools	8
Weed remover	5
Aluminium Paper picking tools	10
30-meter hose pipe	6
6 x Knap sack sprayers for pesticides, (service provider to also provide chemicals to cover the clear view fence service)	6

c. The above list of equipment and protective clothing is a guide to what will be required in order to effectively execute the task. Equipment's and labour cost must be costed for on the costing schedule

d. Occupational health and safety cannot be over emphasised 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.

e. 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.

## 12. Personnel complement

a. Full time Site Supervisor	1
b. Workers/ Gardeners at ASP	23
c. Worker/ Gardener at Learning Centre	1
d. Worker/ Gardener at FIC	1

**Total of 26 personnel required.**

## 14. Personal Protective Equipment


a. All workers at all times wear appropriate protective clothing and use proper equipment and implements.

b. The Client reserves the right to remove from site any worker without proper protective clothing.

## 15. Garden Areas per site

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a. Automotive Supplier Park

- Natural grass/veld area 158 576m<sup>2</sup>
- Lawn and Flower beds 71 735m<sup>2</sup>
- APPENDIX 3 – Automotive Supplier Park



b. Gauteng Automotive Learning Centre

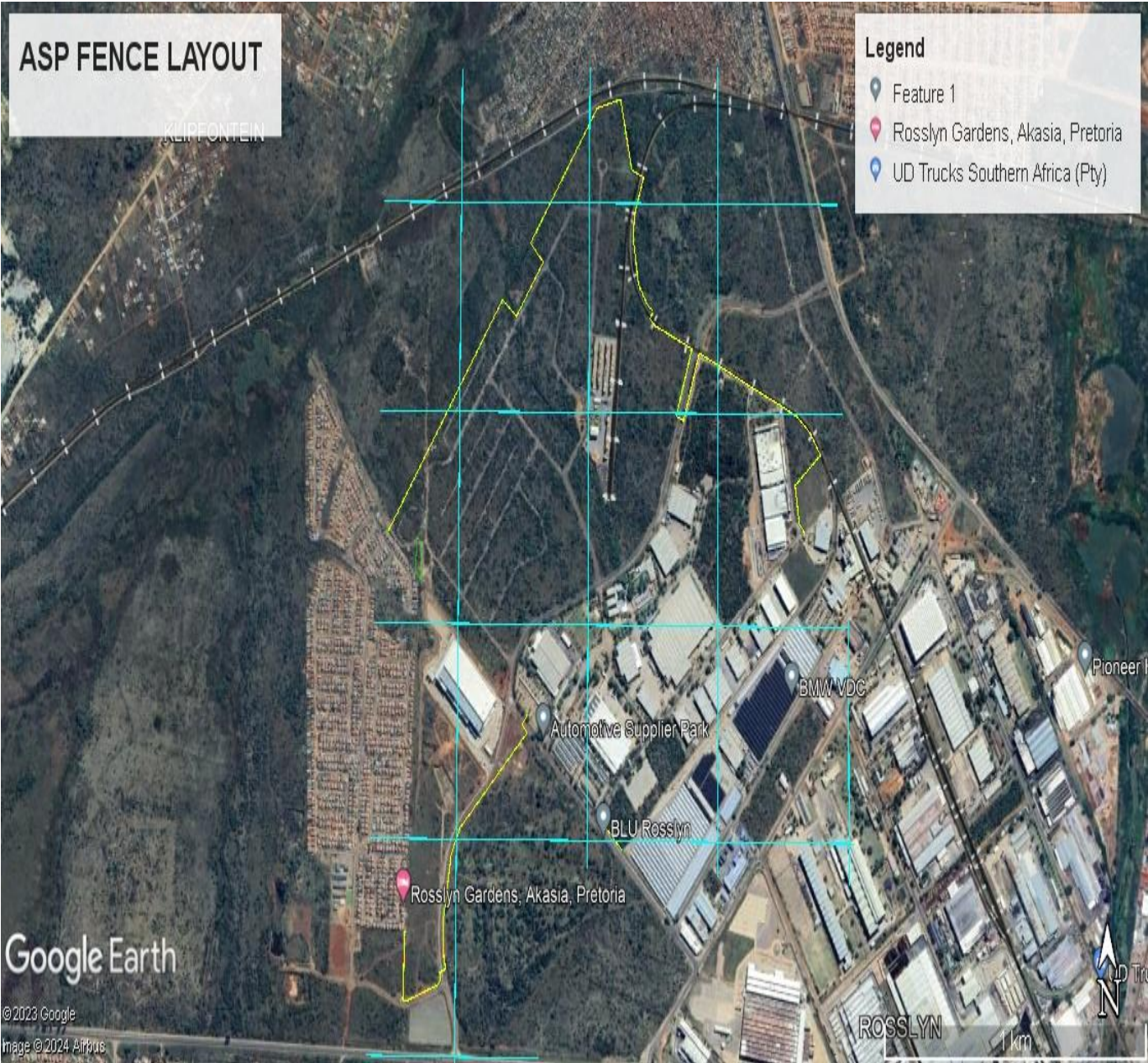
- Lawn and flower beds 4 650m<sup>2</sup>

c. AIDC Ford Incubation Centre


- Lawn and flower beds 500m<sup>2</sup>

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## 17. Penalties

17.1 A service level agreement will be signed with the successful bidder where all penalties relating to the service and performance will be outlined.

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## 18. PRICES/RATES

18.1. The prices and rates submitted shall be deemed to include all aspects relating to the provision of a Garden service, including but not limited to:-

Management / Supervision costs.

- Deployment of personnel.
- Overtime paid in course of normal business.
- Costs associated with recruiting, training and clothing / PPE. Gardeners must always wear safety shoes, branded company uniform when executing their duties.
- Equipment and material used on site by Contractor personnel in the course of their duty.
- Internal investigation and examination costs occasioned by the service provider on own initiative.
- Any stationary requirements.
- The value added tax is to be shown separately.

## 19. REFERENCES

The successful Contractor shall ensure compliance with the following requirements as applicable to the service.


- 19.1.1. Compliance with the latest circular of the gazetted labour rate for Contract cleaners, in accordance with section 6(2) of the National Minimum Wage Act, No. 9 of 2018.
- 19.1.2. The Basic Conditions of Employment Act 1997 (Act no 75 of 1993).
- 19.1.3. The Labour Relations Act, 1995 (Act no 66 of 1995).
- 19.1.4. The Occupational Health and Safety Act, 1993 (Act no 85 of 1993).
- 19.1.5. The National Environmental Management Act (Act no 107 of 1998).
- 19.1.6. The National Environmental Management Act: Waste Act 59 Of 2008
- 19.1.7. Emerging Viruses Safety Regulation.
- 19.1.8. Be registered with the Unemployment Insurance Fund and the Workmen's Compensation Fund. Comply with Occupational Health and Safety (OHS) requirements.
- 19.1.9. NB: AIDC will request Proof of compliance to all reference frequently.

## 20. SPECIFIC REQUIREMENTS

20.1. The following will be required from the appointed Service provider:

- 20.1.1. The name and contact details of the account manager as a single point of contact.
- 20.1.2. AIDC reserves the right to approve spray materials and chemicals prior to the use thereof.
- 20.1.3. All broken garden equipment's must be replaced by the service provider within 48Hrs.
- 20.1.4. All wastepaper collected from emptying dustbins etc. is the property of AIDC and must be separated from the garbage.
- 20.1.5. The bidder must ensure that they collect Garden waste weekly and dispose of it accordingly, cost of garden removal and disposal must be included on SBD3.

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## 21. Project Management

21.1. **The service provider must submit a safety file within 7 working days upon signing of the service level agreement. The safety file must contain:**

- Valid letter of good standing (COIDA)
- Valid public liability insurance document.
- List of Personal Protective Equipment (PPE) that will be used during the project.
- Legal appointments with proof of training (e.g. first aider etc.).
- Certified ID copies of the garden staff to be allocated to this project.
- Material safety data sheet (MSDS) of products / chemicals to be used in providing the required services. Attach proof of training of staff to show that the staff has been trained on using the products / chemicals.
- Safe work procedure.
- Risk Assessment.
- Incident reporting procedures.
- Company Organogram.
- Disciplinary procedure / policy.
- Proof of registration with Unemployment Insurance Fund (UIF).

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**A4. PRICING SCHEDULE AS PER SCOPE OF WORK – OVERALL PROJECT COST SBD 3**


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

<b>Name of Bidder</b> .....	<b>Bid number:</b> <b>AIDC_T16_2024/25</b>
<b>Closing Date:</b> <b>12 MAY 2025</b>	<b>Closing Time:</b> <b>11:00</b>

**OFFER TO BE VALID FOR THE DURATION OF THE PROJECT (CONTRACT PERIOD)**  
**BIDDER TOTAL COSTING (ALL COST INCLUSIVE) FROM SBD3 TO BE TRANSFERRED TO FIRST PAGE OF THIS TENDER DOCUMENT.**

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### PRICING TABLE – 1

#### SITE: ALL 3 SITES OF AIDC

SITE	EQUIPMENT'S	FREQUENCY	UNIT OF MEASURE	QUANTITY	UNIT PRICE	MONTHLY RATE	YEAR1 COST	YEAR 2 COST	YEAR 3 COST
ALL 3 SITES	Service cost								
1	General gardener (Labour cost)	monthly	Per person	19					
2	Operators (Labour cost)	monthly	Per person	10					
3	Supervisor (Labour cost)	monthly	Per person	1					
4	Equipment listed on page 26 to 27	Once off	All equipment's	1					
5	Operational costs (Petrol, waste removal, PPE, chemicals)	monthly	Per month	36					
6	Garden and landscaping maintenance	monthly	Per month	36					
	SUB – TOTAL (Excl. VAT)								
	15 % VAT								
	TOTAL (Inc. VAT)								
	Grand total for(Year 1 , Year 2 and Year 3)								

NB: The grand total cost must be transferred to page 1 as total bidding price.

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**AS AND WHEN SERVICES** (Below rate is for evaluation purposes and it will be applicable to the awarded service provider as and when is required)

	AS AND WHEN SERVICE IS REQUESTED BY THE CLIENT.	FREQUENCY	UNIT OF MEASURE	QUANTITY	RATE PER SQUARE METER	YEAR 1	YEAR 2	YEAR 3
1	New Grass planting	As and when	Per square Meter	1				
2	Garden maintenance	As and when	Per square Meter	1				

**NOTE:**

- All costs must be included on the Bid Price, including travel, subsistence, and all taxes where applicable, etc.
- Important: If there are any exclusions or added services, those must be clearly indicated.
- Prices which are quoted subject to confirmation will not be considered.


\_\_\_\_\_  
Signature of Service Provider

\_\_\_\_\_  
Date

Detailed costing can be provided to substantiate the Pricing Schedule. This pricing must refer to the proposed implementation plan.


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# PART B

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B1.

BIDDERS DISCLOSURE

SBD4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. BIDDER'S DECLARATION


- 2.1
- Is the bidder, or any of its directors/trustees / shareholders/members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state?
- YES/NO
- 2.1.1
- If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors/directors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

- 2.2
- Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO
- 2.2.1
- If so, furnish particulars:  
.....  
.....
- 2.3
- Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
YES/NO
- 2.3.1
- If so, furnish particulars:  
.....

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

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3 DECLARATION

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


- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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


<sup>2</sup> 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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# PART C

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## C1. EVALUATION CRITERIA OF OFFERS

This bid will be evaluated based on functionality and other compliance criteria as outlined in this bid document and **qualifying bids will be further evaluated in terms of the 80/20 Preference Point System if less than R50 000 000** (20 allocated to specific goals, 80 to price)

All bidders who score less than 70 points (which is 80 points out of 100 points) on functionality will not be considered further and will be regarded as having submitted a non-responsive bid and will be disqualified.

- 1.1. AIDC reserves the right to independently verify all supplied documents.
- 1.2. Any bid scoring less than the minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.
- 1.3. Any bid not covering all the above will not be evaluated.
- 1.4. For purpose of comparison and to ensure a meaningful evaluation, service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.
- 1.5. Specific goals & Price will be evaluated as per the preference point system as outlined below.

**The following preferential procurement targets will be followed out of 20 points. Points will be awarded for specific goals related to this tender. The total points obtained will be used to evaluate 80/20, where 80 points are assigned to price and the remaining 20 points are assigned to a specific goal. Bidder must attach supporting documents listed below and complete SBD6.1 in full on page 4 of 5. To be completed by the tenderer), a bidder who fails to complete in full or complete incorrectly SBD 6.1 to claim points for specific goals will receive a score of zero for that goal. Bidders to claim points using allocated points or tick (✓) or cross (X) and attach supporting document/s**

Specific goals	Supporting evidence for meeting preferential procurement targets	Points
B-BBEE status contributor level 1, 2, 3 or 4.	Valid affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate.	<b>Level 1 – 10 points</b> <b>Level 2 – 7.5 points</b> <b>Level 3 – 5 points</b> <b>Level 4 – 2.5 points</b>
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	Submit the Township municipal utility bill for the owner's residence. The township must be as per the CSD township location address as registered.	<b>10</b>


The bid will be evaluated in accordance with the following:

- a) Evaluation for Mandatory Criteria (Stage 1) page 3 of 55
- b) Evaluation for Administration criteria (Stage 2) page 3-4 of 55
- c) Evaluation in terms of functionality if part of the tender (Stage 3) page 39 of 55
- d) Evaluation in terms of 80/20 preference point system. (Stage 4) page 44 of 55

**Stage 2 - Evaluation for mandatory (compliance) criteria - Technical Compliance Requirements – all documents to be submitted on page 3 of 55.**

## FRAMEWORK FOR TECHNICAL APPROACH AND METHODOLOGY

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The AIDC will evaluate the bidder's understanding of the scope of works and site conditions. Bidders' response must be site specific:


### STAGE 3 - Functionality and Capability Requirements

Table 1: Quality of submission in addressing criteria and sub-criteria

C. FUNCTIONALITY & CAPABILITIES	Maximum Points	Point Scored	Minimum Points
<b>NB:</b> The bidder should achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing & Specific Goals	100		70
<b>1. Submission &amp; Presentation</b>			
<b>1.1 Company Reference Letters in relation to working experience on garden services.</b>  Reference letter must be on the Company letterhead, contactable Signed by the client. <ul style="list-style-type: none"> <li>5 and more reference letters = <b>25 points</b></li> <li>4 reference letters = <b>20 points</b></li> <li>3 reference letters = <b>15 points</b></li> <li>2 reference letters = <b>10 points</b></li> <li>1 reference letter = <b>5 points</b></li> <li>No reference letters = <b>0 points</b></li> </ul>	25		
<b>1.2 Operational plan in line with the scope of work.</b>  Bidder to submit a detailed operational plan that includes the following: <ul style="list-style-type: none"> <li>a. Risk management in line with scope of work, identify 5 risks associated with its mitigations = <b>10 points</b></li> <li>b. General lawn maintenance = <b>5 points</b></li> <li>c. Land scaping maintenance = <b>10 points</b></li> <li>d. Maintenance of veld grass = <b>10 points</b></li> <li>e. Maintenance of lawn and trees around perimeter fence = <b>10 points</b></li> <li>f. Garden &amp; Landscaping Improvements = <b>10 points</b>.</li> </ul>	55		
<b>1.3 Provide comprehensive CV of Site Supervisor, (experience of years worked to be indicated on CV).</b>  <b>Site supervisor,</b> <ul style="list-style-type: none"> <li>&gt; 5 years' Experience in Garden &amp; landscaping = <b>20 points</b></li> <li>3-5 years' Experience in Garden &amp; landscaping = <b>10 points</b></li> <li>&lt; 3 years' experience = <b>0 points</b></li> </ul>	20		
<b>Total score</b>	<b>100</b>		<b>70</b>

**NB: The minimum threshold for the functionality evaluation is 70 points. The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.**

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## C2. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**


The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender


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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply, and that the highest acceptable tender will be used to determine the applicable preference point system; or


(b) any other invitation for tender, that either the 80/20 preference point system will apply, and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated in the table below.**

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

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**Bidder must attach supporting documents listed below and complete below where it reads (To be completed by the tenderer), a bidder who fails to complete in full or complete incorrectly to claim points for specific goals will receive a score of zero for that goal.**

The specific goals allocated points in terms of this tender	Supporting evidence for meeting preferential procurement targets (bidder to provide the below supporting evidence to claim allocated points for each specific goal)	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE status contributor level 1, 2, 3 or 4.	Valid affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate.	Level 1 – 10 points Level 2 – 7.5 points Level 3 – 5 points Level 4 – 2.5 points	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	Submit the Township municipal utility bill of which the owner resides. Township must be as per CSD township location address as registered.	10	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....


4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

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This Standard Bidding Document (SBD) must form part of all the 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, 2022, the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 (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, 2022 (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 SANS 1286:2017 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 SANS 1286:2017 is accessible on**  
<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement> **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 SANS 1286:2017 (Edition 1) (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
2. The stipulated minimum threshold(s) for local production and (refer to Annex A of SANS 1286:2017 or <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement>) for this bid is/are as follows:

### Description of services, works or goods

### Stipulated minimum threshold.

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Plastic 100%  
Steel 100%

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](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SANS 1286:2017):

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 dtic must be informed accordingly in order for the dtic to verify and in consultation with the AO/AA provide directives in this regard.

## **LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SANS 1286:2017)**

**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.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement>. 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.

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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 SANS 1286:2017 ; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1286:2017 , 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 SANS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SANS 1286:2017	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product have been calculated using the formula given in clause 3 of SANS 1286:2017, 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 SANS 1286:2017.
- (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 SANS 1286:2017, 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, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_


Witness no. 1 \_\_\_\_\_

Date: \_\_\_\_\_

Witness no. 2 \_\_\_\_\_

Date: \_\_\_\_\_


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# PART D

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## D1. UNDERTAKINGS BY SERVICE PROVIDER IN RESPECT OF THIS BID


### 1. Definitions:

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

### 2. Interpretation

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

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- When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day.
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

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

3. **I hereby bid:**

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

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

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

4. **I further agree that:**

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

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

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

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

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

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

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


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

6.2 if the bid is accepted such acceptance may be communicated by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery.

6.3 the law of the Republic of South Africa shall likewise govern any contract created by the acceptance of this bid.

7. I have satisfied myself as to the correctness and validity of this bid, that the price and rates quoted cover all the work/items specified in the bid documents, the price and rate cover all obligations under a resulting contract, and I hereby accept that any error regarding price and calculations shall be at my risk.

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8. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me under this agreement as the principal liable for the due fulfillment of this contract.
9. Notwithstanding the amount of cause of action involved, I hereby consent to the jurisdiction of the Magistrate Court for the District of Johannesburg in respect of any action whatever arising from this contract.
10. I declare **participation/no participation** in the submission of any other offer for the supply/services described in the attached documents, and the other service provider(s) involved (if applicable) is:  
.....  
.....
11. Service provider's information - is as furnished elsewhere in this bid response and will be re-confirmed during the contracting process, in the event this bid is successful.
12. The Service provider hereby offers to render all or any of the services described in the attached documents to AIDC on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorized thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. I hereby agree that the offer herein shall remain binding and receptive for acceptance by AIDC during the validity period indicated and determined from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. I furthermore confirm correctness and validity of the tender response, that the price and rates quoted, cover all works/items specified in the tender response documents, that the price and rates cover all obligations under a resulting contract and that any errors made regarding such are at my risk.
16. I hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

## D2. GENERAL CONDITIONS OF CONTRACT (GCC,2010)

The purpose of this Section D2 is to:

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

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### D3. SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 1. Definitions

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

#### 2. Application

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

#### 3. Standards

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

#### 4. Performance Security

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


#### 5. Insurance

- 5.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. The contractor will ensure that the insurance liability cover is adequate.

#### 6. Payment

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

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## 7. Prices

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

## 8. Assignment

- 8.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with AIDC's prior written consent.
- 8.2 AIDC on the other hand will in due course have the right to assign its contract with the service provider to another legal entity owned by the Gauteng Provincial Government. Due written notice will in such an instance be provided to the service provider.

## 9. Subcontracts

AIDC, in support of Supplier Development and Gauteng Township Economic Development Act the bidder should:

- Hire labourers from Pretoria townships or,
- Subcontract a certain % of the contract value to Exempt Micro Enterprise (EME), which is 51% owned by Black people residing rural, underdeveloped, or townships within Gauteng.

NB: Should the bidder choose subcontracting, Subcontractor must strictly be in a garden and landscaping industry, meet the industry requirements and registered on SCD

## 10 Early Termination


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

I, the service provider, has read the above PARTS E1, E2, E3 and "General Condition of Contract" (Annexure A) and confirm that I/we fully understand and comprehend its meanings intentions, provisions, stipulations and conditions as related to this invitation to bid.

Signed at .....on this..... day of .....20...

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

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# LIST OF ANNEXURES

ANNEXURE A	GENERAL CONDITIONS OF CONTRACT
ANNEXURE B	REPORTING UNETHICAL CONDUCT
ANNEXURE C	VALUE ADDED TAX (VAT)
ANNEXURE D	POPIA COMPLIANCE - PERSONAL INFORMATION PROCESSING FORM

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