



Automotive Industry Development Centre SOC Ltd

AIDC STANDARD BID DOCUMENT

BID NUMBER: AIDCEC_B03/2021

TITLE:

**Invitation for an Open Tender Bid for the provision of
Employee Wellness Programme (EWP) for the AIDC Eastern
Cape**

DATE OF ISSUE: 23 August 2021

CLOSING DATE: 13 September 2021

CLOSING TIME: 11:00am

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 1 of 48

TABLE OF CONTENTS

CONDITIONS FOR COMPLETING BID DOCUMENTS

PART A	A1: INVITATION TO BID (SBD 1) A1.1. CONDITIONS OF BIDDING A2: TERMS OF REFERENCE A3: PRICING SCHEDULES (SBD 3)
PART B	DECLARATION OF INTEREST (SBD 4)
PART C	THE EVALUATION CRITERIA PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2017 (SBD 6.1)
PART D	DECLARATION OF SERVICE PROVIDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (SBD 8) CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)
PART E	E1: UNDERTAKING BY SERVICE PROVIDER IN RESPECT OF TENDER E2: GENERAL CONDITIONS OF CONTRACT E3: SPECIAL CONDITIONS (IF APPLICABLE)
PART F	STANDARD BID DOCUMENT CONTRACT FORMS: - (To be signed by a successful bidder) SBD 7.1 – PURCHASE OF GOODS/WORKS SBD7.2 – RENDERING OF SERVICES SBD7.3 – SALE OF GOODS/WORKS

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

Minimum Documents required for this BID	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid – AND BID PRICE STATEMENT)	Make sure it is signed	
SBD 3 (Pricing schedule)	Filled and signed – ZAR currency only – firm price	
SBD 4 (Declaration of interest)	Make sure it is signed	
SBD 6.1 (Preferential Points Claim Form)	Make sure is completed & signed	
SBD 8 (Declaration of Service provider's past supply chain management practices)	Make sure it is signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	
Total Bid Price	Total bid price must be completed on the SBD1 form	
Completed Price List	All mentioned items must be priced as prescribed without any alterations	
Original Cancelled Cheque or Original Bank Stamped letter	Make sure it is provided	
VAT Registration Certificate (VAT103)	If applicable	
B-BBEE Affidavit/Certificates/or Exempt certificate for turnover >R5million	Valid certified copies must be submitted	
Board resolution or Company Power of Attorney, authorising the person signing this bid response	Make sure it is provided	
A name list of key persons (with their years of relevant experience and qualifications) who will be dealing with AIDC account	Make sure it is provided, with copies of their identity documents & CV's	
An original certificate from the Service Provider's appointed accountants, certifying the entity is in a financially sound position and that there are no pending liabilities or court cases pending against the service provider	Make sure it is provided	
CSD Registration (Full report to be provided and not summary report)	Make sure it is provided if registered	

Bid Documents must be completed with ink (blue or black) and not typed.

Please note: **No “type correction fluids” or any other forms of blanking out any of the printed information on this tender document is allowed.** All changes must be clearly indicated and any deletions must be scratched out and a signature next to each change.



Automotive Industry Development Centre SOC Ltd

PART A

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 4 of 48



Automotive Industry Development Centre SOC Ltd

A1: INVITATION TO BID SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIDC DEVELOPMENT CENTRE EASTERN CAPE (SOC) LTD, PORT ELIZABETH (the AIDC EC).

BID NUMBER: AIDCEC_B03/2021

CLOSING DATE: 13 September 2021

CLOSING TIME: 11h00

DESCRIPTION: Invitation for an Open Tender Bid for the provision of Employee Wellness Programme (EWP) for the AIDC Eastern Cape

The successful Service provider will be required to fill in and sign a written Contract Form (SBD 7)

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

The AIDC Offices, Broll House, 73 2nd Avenue, Newton Park, Port Elizabeth.

AIDCEC_B03/2021 bid box will be placed at the Reception.

**NB: Please ensure 2 hard copies are supplied (1 x Original + Copy)
Bid Document must be clearly indexed.**

Service providers should ensure that bids are delivered timely to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is accessible between 08h00 and 16h00 on week days only.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS AS CONTAINED IN THIS INVITATION TO BID DOCUMENT AND MUST NOT TO BE RE-TYPED.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.



Automotive Industry Development Centre SOC Ltd

BIDDER INFORMATION

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER _____

CELLPHONE NUMBER _____

FACSIMILE NUMBER _____

VAT REGISTRATION NUMBER _____

COMPANY REGISTRATION NUMBER _____

TYPE OF BUSINESS _____

TOTAL BID PRICE FOR 3 YEARS
(VAT Inclusive) – Rand R _____

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES OR NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES OR NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); _____

A REGISTERED AUDITOR; _____

(TICK APPLICABLE BOX)

CAPACITY UNDER WHICH THIS BID
IS SIGNED BY SERVICE PROVIDERS
DULY AUTHORISED
REPRESENTATIVE

SIGNATURE OF SERVICE
PROVIDER

NAME OF PERSON

DATE



Automotive Industry Development Centre SOC Ltd

Type of Firm: (Please tick the relevant box)

1	Public Company (Ltd)	
2	Private Company (Pty) Ltd	
3	Close Corporation (CC)	
4	Other (Specify)	
5	Joint Venture	
6	Consortium	
7	Sole Proprietor	
8	Partnership	

Main Contact Person in your Company:

Name:													
Company Position:													
Cell Phone Number:													
Fax Number:													
E-Mail Address:													

List all partners, proprietors and shareholders (compulsory)

Name	Position occupied in the enterprise	Citizenship	ID Number

Note: Where owner are themselves a company or partnership, owners of the holding firm must be identified.



Automotive Industry Development Centre SOC Ltd

Scorecard type of your enterprise (Please tick the relevant box) Compulsory

Large Enterprise- (> R50 Million Turnover)		Please provide B-BBEE Certificate
Qualifying Small Enterprise (between R5 Million & R50 Million)		Please provide B-BBEE Affidavit
Exempted Micro Enterprise (turnover <R5 Million)		Please provide B-BBEE Affidavit (see page 26 for B-BBEE Affidavit requirements)



Automotive Industry Development Centre SOC Ltd

A.1.1. CONDITIONS OF BIDDING

1. Proprietary Information

- 1.1 AIDC Development Centre Eastern Cape (SOC) Ltd (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."

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this INVITATION TO BID MUST be in writing and addressed to **Mrs. Z. Skosana** on the-mail address: zskosana@aidcec.co.za. Service Providers are to note that any subsequent response by the AIDC to such requested information WILL be shared on an equal basis with all prospective Service Providers.
- 2.2 NO REQUESTS FOR INFORMATION WILL BE ENTERTAINED BY THE AIDC AS FROM 13th September 2021.
- 2.3 All the documentation submitted in response to this INVITATION TO BID must be in English.
- 2.4 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 in regard to anything arising from the fact that pages are missing or duplicated. **Please make proper division and clearly reference/index your bid document and bid supporting documents attached.**

3 Validity period

- 3.1 Responses to this tender received from Service Provider will be valid for a period of 90 days counted from the closing date of the tender.

4. Submission of tenders

- 4.1 Tenders responses should be submitted **in duplicate** in a sealed envelope/package endorsed, " ", with Service Provider's details on the back of the envelope or on the side. The sealed envelope/package must be placed in the bid box at reception, AIDC Offices, Broll House, 73 2nd Avenue, Newton Park, Port Elizabeth, **by no later than 11h00am on the 13th September 2021.** For directions to the AIDC's offices, please visit our website on www.aidcec.co.za.
- 4.2 **The closing date, company name and the return address must also be endorsed on the back of the properly sealed envelope (or side of a properly sealed package).** If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the AIDC's BID BOX. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and the AIDC accepts no responsibilities in this regard.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 10 of 48



Automotive Industry Development Centre SOC Ltd

- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.**
- 4.4 Amended bids may be sent, in an envelope marked "Amendment to bid no **"AIDCEC_B03/2021"**", should be clearly marked to represent the original document as the "replacement bid" and should be placed in the bid box before the closing date and time (**i.e. at 11h00 on the 13th September 2021**). An amendment bid without original bid documents deposited in the AIDC's Bid Box will not be considered. In such a case **ONLY** the amended bid document will be assessed in accordance with the bid criteria of this tender bid request. Under no circumstances will the AIDC be using or can the Service provider rely on any information as contained in its original bid documents once replaced.
- 4.5 The Service Provider is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 AIDC reserves that right not to accept the lowest bid price of any bid in part or in whole. It normally awards the contract to the Service Provider who proves to be fully capable of handling the contract in terms of outputs and services that are advantageous to the aims, goals and objectives of the AIDC.
- 4.7 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 conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 4.8 AIDC also reserves the right to cancel or award this bid as a whole or in part without furnishing reasons.
- 4.9 AIDC reserves the right to amongst other things, conduct unscheduled or otherwise schedule a site visit to the places of business of the respective bidding companies to satisfy itself as to the validity of the information provided on this bid documents. Any finding or observation made, at the sole discretion and interpretation of the AIDC, which appears to be inconsistent with any information as furnished by the Service provider in its bid documentation, will lead to the immediate disqualification of such a service provider from the bidding process.
- 4.10 Failure to provide total bid price on SBD: 1 shall result in automatic disqualification of the Service provider's proposal.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 11 of 48



Automotive Industry Development Centre SOC Ltd

A.2 TERMS OF REFERENCE AND SCOPE OF WORK

1 INTRODUCTION – BACKGROUND TO THE AIDC

- 1.1 AIDC Development Centre Eastern Cape (Soc) Ltd is an Eastern Cape Provincial Government owned proprietary company established to **primarily** provide support to the SA Automotive Industry, in its drive for global competitiveness.
- 1.2 The AIDC provides best practice solutions in:
- facilitating Government and Industry developmental strategic initiatives;
 - Implementing related projects.
- 1.3 It is the AIDC's mission to serve the South African automotive industry, Government Departments and Government Agencies with the aim to:
- grow the Eastern Cape, specifically and South African industry's global competitiveness;
 - support the Government's industrial development related objectives; and
 - Contribute to Government and Industry's goals of continuous growth and sustainable job creation and skills development.
- 1.4. Given its experience over the past years, and in consultation with its stakeholders, the AIDC has set itself a number of specific institutional objectives, as follows:
- increasing the contribution of small enterprises to the automotive industry;
 - significantly progressing broad-based black economic empowerment;
 - increasing market access opportunities for and export of South African goods and services;
 - contributing towards building skills, technology and infrastructure platforms from which enterprises can benefit;
 - Repositioning the Eastern Cape economy in higher value-added segments of value matrices in knowledge-driven manufacturing and services.
 - Contributing in creating a conducive manufacturing and service environment that would be attractive to foreign investments.
 - Restructuring and consolidating AIDC activities in order to optimize its services.
 - Improving all stakeholder and client relations, as well as relations with Tertiary Education and Further Education and Training institutions.
 - embarking on a more aggressive marketing and communications campaign in order to deploy its skills and knowledge across a wider group of industry
 - Establishing itself, under the directives of the Eastern Cape Province, as an industrial policy support agency.
 - Maintaining a sound business and communications relationship with its key stakeholders in local government, clients in the industry and the media and all training entities.



Automotive Industry Development Centre SOC Ltd

2. BACKGROUND TO THE TENDER

2.1 EXECUTIVE SUMMARY

Introduction

The Automotive Industry Development Centre Eastern Cape (AIDC) strives to make the Automotive Industry in South Africa globally competitive. To this effect the AIDC has successfully project managed the conceptual development and implementation of various projects in the automotive sector. The AIDC brings with its involvement, its vast experience and knowledge based in the automotive sector together with its good working relationships within the key government institutions.

2.2. OBJECTIVES

The objective of this tender is to identify a service provider who would be responsible for providing an Employee Wellness Programme (EWP) to the AIDC Eastern Cape for a period of 3 years, commencing this financial year ending 2021/22 through to the financial year ending 2023/24.

The objective of the EWP is to inform, empower and provide AIDC's employees with the means to take ownership of their well-being and achieve a healthy work-life balance, by supporting them with the necessary interventions and self-management tools to maintain optimum performance in the workplace.

2.3. TENDER SCOPE

The EWP providers will be required to perform the following services on a Per-capita pricing model:

- a. EAP Orientation session on the initiation of the service, including orientation pack;
- b. Conduct baseline assessments on the Organizational Health & Climate;
- c. Review of company EAP Policies;
- d. Provide 24/7/365 telephonic counseling and coaching services
- e. Employee Wellness Counseling, Education and support services
- f. Face to face counseling
- g. Stress Management, Work/life balance and teambuilding sessions
- h. Coordinate an AIDCEC on-site wellness day, including comprehensive health assessments;
- i. Quarterly health risk assessments monitoring sessions;

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 13 of 48



Automotive Industry Development Centre SOC Ltd

- j. Group wellness programme activities;
- k. Wellness programme incentives;
- l. Consultancy and training for all managers;
- m. A comprehensive online portal for employees' wellness;
- n. A professional communication and marketing service, including a newsletter or website updates;
- o. Provide a quarterly report on the activities and service utilisation
- p. A dedicated client relationship manager.

3. REQUIREMENTS

This task requires the following minimum qualifications and experience:

- a. The Service provided must be registered with the Health Professions Council of South Africa to provide EWP services.
- b. Evidence of dedicated resources available to the service provider for the duration of the contract, qualifications and experience of such resources, (attached CV's, qualifications, etc.)
- c. Profile and experience in the offering of the service provided (contactable reference should be attached to the proposals)

4. REQUIREMENTS SUMMARY

The Bidder is required to provide the EWP to AIDC Eastern Cape.

5. PROJECT TIMING

The duration of the contract will be for three years from awarding of the contract.

6. OBLIGATION OF AIDC

The AIDC will inform the service provider of any information/events that could have a significant impact on the wellbeing of employees.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 14 of 48



Automotive Industry Development Centre SOC Ltd

SBD 3

PRICING SCHEDULE AS PER ANNEXURE A – FIRM PRICES

(ONLY FIRM PRICES WILL BE ACCEPTED, NON-FIRM PRICES, INCLUDING PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS WILL NOT BE CONSIDERED)

**NOTE: ONLY FIRM PRICES IN SOUTH AFRICAN RANDS ('R') WILL BE ACCEPTED.
ALL COSTS SHOULD BE INCLUSIVE OF VAT.**

Name of Service Provider:

Bid number: AIDCEC_B03/2021

Closing Time: 11h00

Closing Date: 13 September 2021

OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

Please Provide a pricing schedule as per the scope of work to be performed using the below indication of fee structure.

Type of Work	Number of employees	Rate Per Employee	Total
Employee Wellness Programme	Maximum 35		
Specialist			
Re-imbursive expenditure			
TOTAL AMOUNT (EXCL VAT)			
VAT (14%)			
TOTAL AMOUNT (INCL VAT)			

NOTE: All costs must be included on the Bid Price, including for example, VAT, delivery charges, taxes, learning materials, service provider's travelling etc.

Signature of Service Provider

Date



Automotive Industry Development Centre SOC Ltd

PART B

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 16 of 48



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this **invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal)**. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in **paragraph 3 below**.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 17 of 48



Automotive Industry Development Centre SOC Ltd

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

.....

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,

YES/NO

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 18 of 48



Automotive Industry Development Centre SOC Ltd

aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IS CORRECT. I ACCEPT THAT THE STATE
MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL
CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder



Automotive Industry Development Centre SOC Ltd

PART C

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 20 of 48



Automotive Industry Development Centre SOC Ltd

EVALUATION CRITERIA

This bid will be evaluated based on functionality and other compliance criteria's as outlined on this bid document and qualifying bids will be further evaluated in terms of the 80/20 if less than R50, 000 000 (20 allocated to BBEE, 80 to price) and 90/10 if more than R50, 000 000 (10 allocated to BBEE, 90 allocated to price) preference point systems.

Functionality and Compliance	Weighting
Compliance	
Original Valid Tax Clearance Certificate/Pin (Keep)	Disqualified if not given
Original Cancelled Cheque or Bank Stamped Letter (Keep)	Disqualified if not given
An original certificate from the service provider's appointed accountants, certifying that the service provider is in a financially sound position and that there are no pending liabilities or court cases pending against the service provider (Keep)	Disqualified if not given
B-BBEE Certificate/Affidavit to be provided (*see B-BBEE certification requirements below) (Keep)	See B-BBEE table below for point allocation
Company registration documents (submitted certified copies)	Disqualified if not given

Any bid not covering all of the above will not be evaluated.

For purpose of comparison and in order to ensure a meaningful evaluation, Service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.



Automotive Industry Development Centre SOC Ltd

Functionality and Capabilities	Max Points	Points Scored	Minimum Required
Geographic Location • Within Eastern Cape = 20 • Outside Eastern Cape =10	20		10
Registration with HPCSA: • Registered = 25 • Not registered = 0	25		25
Wellness management experience of firm: • Equal to or more than 10 years = 25 • 8 years = 10 • 6 years = 7 • 4 years =5	25		10
Experience of dedicated staff members through CV's: • Equal to or more than 5 years= 30 • 4 years = 15 • 2 years = 8	30		20
GRAND TOTAL	100		65



Automotive Industry Development Centre SOC Ltd

Qualifying bids will be further evaluated in terms of the 80/20 if less than R50, 000 000 (20 allocated to BBBEE, 80 to price) and 90/10 if more than R50, 000 000 preference point systems (10 allocated to BBBEE, 90 allocated to price). BBBEE & Price will be evaluated according to the preference point system as outlined below.

B-BBEE	Weight = 20% if less than R50,000 000	Weight = 10% if more than R50,000 000
BBBEE Status Level of Contributor	Number of Points	Number of Points
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
Below 6	0	0
PRICE	= 80% if less than R50,000 000	= 90% if more than R50,000 000
TOTAL BBBEE & PRICE	100%	100%

THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000)

***B-BBEE Status Level Certificates required:**

1. Tenderers with annual total revenue (**turnover**) **equal or less than R5million** qualify as Exempted Micro Enterprises (EME's), thus in terms of the B-BBEE Act they must submit an affidavit.
2. All other tenderers must submit original and valid B-BBEE status level verification certificates, or a certified copy thereof as issued by the accredited verification agency.



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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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



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

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

80/20 or **90/10**

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

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid



Automotive Industry Development Centre SOC Ltd

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm.....

7.2 VAT registration number.....

7.3 Company registration number.....

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]



Automotive Industry Development Centre SOC Ltd

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 27 of 48



Automotive Industry Development Centre SOC Ltd

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



Automotive Industry Development Centre SOC Ltd

PART D

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 29 of 48

DECLARATION OF SERVICE PROVIDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



Automotive Industry Development Centre SOC Ltd

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 32 of 48



Automotive Industry Development Centre SOC Ltd

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 33 of 48



Automotive Industry Development Centre SOC Ltd

SBD 9

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
8. 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 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.**
9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 34 of 48



Automotive Industry Development Centre SOC Ltd

PART E

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 35 of 48



Automotive Industry Development Centre SOC Ltd

E1: UNDERTAKINGS BY SERVICE PROVIDER IN RESPECT OF THIS BID

1. Definitions:
 - 1.1 "AIDC" shall mean **AIDC DEVELOPMENT CENTRE EASTERN CAPE (SOC) LTD**;
 - 1.2 The Board" means the accounting authority of **AIDC** appointed by the Shareholder, ECDC;
 - 1.3 "Chief Executive Officer" ["CEO"] means the CEO of **AIDC** or her/his duly authorised representative as appointed by the Board in concurrence with ECDC;
 - 1.4 "Contract" shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
 - 1.5 "Contractor(s)" means Service Provider whose bid has been accepted by AIDC;
 - 1.6 "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;
 - 1.7 "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;
 - 1.8 "Letter of acceptance" means the written communication by **AIDC** to the Contractor recording the acceptance by **AIDC** of 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 "Order(s)" means an official letter or CONTRACT issued by **AIDC** calling for the supply of goods pursuant to a contract or bid;
 - 1.12 "Signature date" and in relation to any contract, means the date of the letter of acceptance;
 - 1.13 "Bid" means an offer to supply goods/services to **AIDC** at a price;
 - 1.14 "Service provider" means any person or body corporate offering to supply goods to **AIDC**;
 - 1.15 "Termination date" in relation to any Contractor means the date of the final delivery certificate;
 - 1.16 "Value added" means that portion of the bid price not constituting the cost of materials;
 - 1.17 "Warranties" means collectively any and all warranties listed and otherwise (if any) given by the 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;
- 2.2 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;
- 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 36 of 48



Automotive Industry Development Centre SOC Ltd

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



Automotive Industry Development Centre SOC Ltd

- 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;
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 Port Elizabeth 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 participation applicable) is:
-
11. Service provider's Information – is as furnished elsewhere in this bid response and will be re-confirmed during the contracting process, in the event this bid is successful.
12. The Service provider hereby offers to render all or any of the services described in the attached documents to AIDC on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
- 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.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 38 of 48



Automotive Industry Development Centre SOC Ltd

14. I furthermore confirm correctness and validity of the tender response, that 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.
15. 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.

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this Section E2 is to:

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

E3: SPECIAL and/or GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 39 of 48



Automotive Industry Development Centre SOC Ltd

- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 40 of 48



Automotive Industry Development Centre SOC Ltd

2. **Application**

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

3. **General**

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

4. **Standards**

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

5. **Use of contract documents and information; inspection**

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 41 of 48



Automotive Industry Development Centre SOC Ltd

6. Patent rights

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

7. Performance Security

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

8. Delivery and Documents

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

9. Insurance

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

10. Transportation

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 42 of 48



Automotive Industry Development Centre SOC Ltd

11. Incidental Service

11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the rendered service;
 - (b) Furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
- (a) Training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

12.1 The service provider warrants that the equipment rendered under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all equipment rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.

12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.



Automotive Industry Development Centre SOC Ltd

13. Payment (payment terms must be in line with the deliverables as detailed in your scope and pricing schedule)

- 13.1 Payment will be made once the agreed to milestones have been signed off and a valid tax invoice has been received for work performed.
- 13.2 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.3 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

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

15. Contract amendments

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

16. Assignment

- 16.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 16.2 The 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 Eastern Cape Provincial Government. Due written notice will in such an instance be provided to the Service Provider.

17. Subcontracts

- 17.1 The Service Provider shall notify the client in writing of all subcontracts awarded under this contract if not already specified in the bid. (e.g. for trade tests) such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the Service Provider's performance

- 18.1 Performance of services shall be made by the Service Provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the Service Provider shall promptly notify the client in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the Service Provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 44 of 48



- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.
- 19. Penalties**
- 19.1 Subject to GCC Clause 25, if the service provider fails to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct a 20% penalty if all training is not completed as per the approved implementation plan. This penalty will be reimbursed if delays are negated by the next project milestone date. The client may also consider termination of the contract pursuant to GCC Clause 23.
- 20. Termination for default**
- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
 - (b) if the Service Provider fails to perform any other obligation(s) under the contract; or
 - (c) if the Service Provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Service Provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.



Automotive Industry Development Centre SOC Ltd

- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the Service Provider or any person associated with the service provider, the Service Provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Service Provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider?
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Service Provider and / or person restricted by the client;
 - (ii) the date of commencement of the restriction; and
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.
- 20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

21. Force Majeure

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Service Provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 21.2 If a force majeure situation arises, the Service Provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



Automotive Industry Development Centre SOC Ltd

22. Termination for insolvency

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

23. Settlement of Disputes

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the Service Provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the client shall pay the service provider any monies due the service provider.

24. Limitation of liability

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the Service Provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
 - (b) the aggregate liability of the Service Provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

25. Governing language

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

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 47 of 48



Automotive Industry Development Centre SOC Ltd

26. Applicable law

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

27. Notices

- 27.1 Every written acceptance of a bid shall be posted to the Service Provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice.
- 27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

28. Taxes and duties

- 28.1 A foreign service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 No contract shall be concluded with any Service provider whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Service provider. This certificate must be an original issued by the South African Revenue Services.

I/we the Service Provider(s) have read the above PARTS E1, E2 and E3 and confirm that I/we fully understand and comprehend its meanings, intentions, provisions, stipulations and conditions as related to this invitation to bid.

Signed aton this.....day of2021.

Signature of Service Provider (same person as in PART A)

Document Name: AIDC Tenders – Standard Bid Document		
Rev. Nr.: 06	Document Number: FIN-FORM031	Previous Revision Date: 02/2011
Revision Date: 01.04.2019	Document Status: Approved	Page 48 of 48