AIDC STANDARD BID DOCUMENT

Bid Number: AIDC_T13_2024/25

Bid Title: INVITATION OF AN OPEN TENDER FOR THE PURCHASING, SUPPLY AND DELIVERY WITH MAINTENANCE FOR 3 YEARS OF 3X NEW TOW MOTORS , 1X NEW FORKLIFT AND 2X LEAD ACID FORKLIFT BATTERIES TO THE SUPPLIER PARK DEVELOPMENT COMPANY AT THE AUTOMOTIVE INCUBATION CENTRE BASED AT FORD IN SILVERTON, PRETORIA.

Date Issued: 13 December 2024

Closing Date: 29 January 2025

Closing Time: 11:00

Validity Period: 120 Days

Compulsory briefing session Yes [X] No [ ]

Venue: Automotive Incubation Centre, Simon Vermoorten Rd
Samcor Park, Pretoria, 0184
Date: 17 January 2025
Time: 10:00

Site visit (Reference site) Yes [ ] No [X]
(See Part C - Evaluation Criteria)

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

OVERALL PROJECT GRAND TOTAL (All cost Inclusive)	**R** _____
VALUE ADDED TAX (VAT)	**R** _____
TOTAL BID PRICE (as indicated on SBD 3.)	**R** _____

Please note: 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.

ADMINISTRATIVE DOCUMENT REQUIREMENTS

STAGE 1: MANDATORY RETURNABLE DOCUMENTATION

Documents required for this BID	Comments	Submitted (Yes /No)
SBD 1 (Invitation to Bid)	A fully complete, incomplete form will lead to disqualification.	
SBD 3 (Pricing Schedule)	Fully completed, in ZAR currency only.	
SBD 4 (Bidder's Disclosure)	Disqualified if declaration not completed in full, submitted and signed	
A manufacturer letter by bidder or manufacturer (for both tow motors and forklift).	Submit a signed and contactable letter from the manufacturer stating that they will manufacture or if the manufacturer is also a bidder, submit a letter confirming that the bidder is the manufacturer for each item stating 3-year warranty and maintenance terms. Disqualified if not submitted	
A matching specification document to the above manufacturer's letter (for both tow motors and forklift).	Specifications of both tow motors and forklift that are to be supplied should match the manufacturers letter. Disqualified if not submitted	

STAGE 2: OTHER RETURNABLE DOCUMENTATION

Central Supplier Database (CSD) Summary Report	Bidder's CSD information will be validated for Tax Compliance Status, B-BBEE credentials and Company Registration with the CIPC etc.	
Tax Compliance Status PIN	Submit valid Tax Compliance Status Personal Identification Number (PIN) issued by SARS to enable the Organ of State to verify the Taxpayer's Profile and Tax Status	
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	
SBD 6.1 (Preferential Points Claim Form) The preferential procurement targets will be scored out of 20 points. Points will be awarded for specific goals related to this tender. The		

total points obtained will be used to evaluate the 80/20 Preference Point System, 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 (To be completed by the tenderer). A bidder who fails to duly complete or complete incorrectly SBD 6.1 to claim points for specific goals will receive a score of zero for that goal.	To be duly completed and signed by Bidder, to claim preference points. Bidders who fail to duly complete the SBD 6.1 correctly and fail to provide proof substantiating their claim for allocated points for each specific goal, will forfeit such points.	
SBD 6.2 (Local Production & Content) and Annexure C. Local Production and Content will apply on below items and percentages. 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) • Lead Acid Forklift Batteries - 50%	To be fully completed to claim points. Bidders who fail to complete the SBD 6.2 and Annexure C correctly, will forfeit the points allocated for Local Production and Content.	
Value Added Tax (VAT) - Notice of Registration issued by SARS.	VAT compliance requirements can be obtained from the following SARS link: https://www.sars.gov.za/types-of-tax/value-added-tax/obligations-of-a-vat-vendor/	

Bidders must duly complete and submit all the required pages of the Bid Document. Failure to provide the necessary supporting documentation / evidence required may result in the bidder forfeiting evaluation points or being disqualified, depending on the stipulated evaluation criteria requirements.

BIDDERS TO ENSURE THAT THEY COMPLY WITH THE FOLLOWING REQUIREMENTS:

1. **Bid Documents must be completed with ink pen or typed.**
2. **No correction pen and/or correction fluid is allowed.**
3. **All changes must be scratched out and a signature appended next to each change.**
4. **All certified documents must be within the current six (6) months.**
5. **Bid documents must be secured together preferably bound or contained in a lever arch file as Supplier Park Development Company SOC LTD t/a Automotive Industry Development Centre will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.**

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PART A

A1 **SBD 1**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**AIDC_T13_2024/25**	**CLOSING DATE:**	**29 January 2025**	**CLOSING TIME:**	11:00
DESCRIPTION	**INVITATION OF AN OPEN TENDER FOR THE PURCHASING, SUPPLY AND DELIVERY WITH MAINTENANCE FOR 3 YEARS OF 3X NEW TOW MOTORS , 1X NEW FORKLIFT AND 2X LEAD ACID FORKLIFT BATTERIES TO THE SUPPLIER PARK DEVELOPMENT COMPANY AT THE AUTOMOTIVE INCUBATION CENTRE BASED AT FORD IN SILVERTON, PRETORIA.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
AUTOMOTIVE SUPPLIER PARK, 30 HELIUM ROAD, ROSSLYN, 0200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	**SCM Department**				
TELEPHONE NUMBER	**012 564 5001**				
FACSIMILE NUMBER					
E-MAIL ADDRESS	**aidctenders@aidc.co.za**				
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:		**C R** CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐ No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. 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. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-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: ……

A2. TERMS AND CONDITIONS FOR BIDDING

3. Bid Submission:

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 **All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.**

3.4 All the documentation submitted in response to this invitation to bid must be in English.

3.5 The bidder 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 **Bidders are required to reference/index their bid documents, insert proper file divisions and ensure that bid supporting documents are attached accordingly.**

3.7 **Tender** responses should be submitted as follows:

1 HARD COPY (1 x ORIGINAL + 1 x USB MEMORY STICK) in a sealed envelope/package endorsed, **"AIDC_T13_2024/25 ",** 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, **by the closing date and time.**

3.8 **The closing date, company name and the return address must also be endorsed on the back of the properly sealed envelope (or side of a properly sealed package).** If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the AIDC's Bid Box. The courier must accept responsibility for ensuring that the bid documents are properly deposited into the bid box and the AIDC accepts no responsibilities in this regard.

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. **Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.**

3.10 Amended bids may be made, in an envelope clearly marked "Amendment to bid no **"AIDC_T13_2024/25",** 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 bidder 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.

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 condition that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.

3.14 AIDC reserves the right, at its sole discretion, not to award or consider bidders with (or who had) litigation against the AIDC or have been blocked for poor performance on the AIDC's vendor database.

3.15 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.

3.16 Responses to this tender received from a service provider will be valid for 120 days counted from the closing date of the tender.

3.17 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**

3.18 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 provide 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.

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:

a) Administration criteria
b) Evaluation for mandatory (compliance) criteria
c) Evaluation in terms of 80/20 preference point system

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

DECLARATION

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

_____ _____

Signature of Authorised Representative **Date**

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 B-BBEE 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

2. BACKGROUND TO THE TENDER

2.1. Introduction

The AIDC Incubation Centre at Ford currently houses 4 companies who supply automotive components directly to Fords production line. As part of AIDC's commitment and responsibility towards tenants within the Incubation facility, tow-motors and forklifts are provided by AIDC to one incubatee to provide material handling services to the other 3 tenants. The facility needs to procure new equipment as the old ones have worn out.

The appointed service provider is expected to supply and deliver the tow-motors , forklift and lead acid forklift batteries to the AIDC Automotive Incubation Centre based at Ford Motor Company Southern Africa in Silverton.

2.2. Scope of Work

The procurement, supply and delivery of the tow motors, forklift and lead acid forklift batteries as per the following requirements:

2.2.1 New 3 X 6 Ton or higher rider seated Tow motors including 2 chargers with:

- Battery type: Lithium ion
- 3 years' service and maintenance plan for rider seated tow motors
- Warranty - minimum 3 years
- Minimum rider seated Tow Motor specifications

Tow motor specifications

	Description	Unit of measure	Specification
1	Operation		Rider seated operator
2	Power Unit		Lithium Ion Battery
3	Load capacity	Tons	6 tons and above
4	Wheel base	mm	1150 and above
5	Self weight with battery	kg	1200 and above
6	Tyres type(front and rear)		Solid rubber tyre
7	Wheels number front/rear (x =driven)		1/2x
8	Cabin	Overhead cabin	Windscreen with wiper
9	Full road ordinance Lights front/rear		White
10	Infrared safety parameter warning lights sides/back		Sides 2x & back 1x red/front 1x blue
11	Rear light		2x yellow
12	Strope light		1x on top of the cabin
13	Overall vehicle height	mm	1500 - 2100
14	Seat Height from platform	mm	minimum 900
15	Towing coupling height	mm	285 -400
16	Overall width	mm	800 -1100
17	Overall length	mm	1700 -2200
18	Ground clearance	mm	120 and above

19	Turning radius	mm	1400 - 1800
20	Travel speed, with/without load	km/h	10/20
21	Service break		Electric/hydraulic
22	Battery Voltage /rated capacity (5h)		48 /370 (minimum)

2.2.2 New 1 X 1.6 Ton or higher rider seated Forklift including 1 charger with:

- Battery type: Lithium ion
- 3 years' service and maintenance plan for rider seated forklift
- Warranty - minimum 3 years

Forklift specifications

	Description	Unit of measure	Specification
1	Operation		Rider seated operator
2	Power Unit		Lithium Ion Battery
3	Load capacity	Tons	1.6 tons and above
4	Wheel base	mm	1100 -1500
5	Self weight with battery	kg	3200 and above
6	Tyre type (front and rear)		Solid rubber
7	Wheels number front/rear (x =driven)		2x/2
8	Cabin	Overhead cabin	
9	Full road ordinance Lights front/rear		2x White
10	Infrared safety parameter warning lights sides/back		Sides 2x red & back 1x red/front 1x blue
11	Reverse light		2x white
12	Strope light		1x orange ontop of the cabin
13	Indicators front &rear		4x yellow/orange
14	Lift height	mm	3000 and above
15	Adjustable forks	mm	45x100x1000
16	Mast tilt, forward/backward	α / β(°)	5.7/6.5
17	Overall width	mm	1100- 1300
18	Overall length	mm	2800 - 3200
19	Ground clearance	mm	90 and above
20	Turning radius	mm	Maximum 1900
21	Travel speed, with/without load	km/h	10 or above
22	Battery Voltage /rated capacity (5h)	V/Ah	48/600 or above

2.2.3 New 2X 24 Cells Lead Acid Forklift Batteries with:

- Qty 2x3 new Phase connectors for the above batteries to connect to chargers.
- New battery tanks for each battery.
- New Auto filler for both batteries.
- 3 Year Warranty.
- Batteries and tanks must fit into current existing forklifts that are onsite and will be available for inspection on the day of site briefing.

Lead Acid Forklift Batteries Specifications

		Unit of measure	Specification
1	Battery type		Lead acid
2	Current Tank Size	cm	83cm X 63cm X 78cm
3	Water fill		Auto filler
4	Nr of cells per battery		24
5	Voltage	V	48

A5. PRICING SCHEDULE AS PER SCOPE OF WORK – OVERALL PROJECT COST SBD 3

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

Name of Bidder _____	**Bid number: AIDC_T13_2024/25**
Closing Date: 29 January 2025	**Closing Time: 11:00**

OFFER TO BE VALID FOR THE DURATION OF THE PROJECT (CONTRACT PERIOD)

BIDDER TOTAL COSTING (ALL COST INCLUSIVE) FROM SBD 3 TO BE TRANSFERRED TO THE FIRST PAGE OF THIS TENDER DOCUMENT.

TABLE 1				
No.	**Description**	**Qty**	**Unit Price (Excluding VAT)**	**Total Amount (Excluding VAT)**
1	6-ton rider seated Lithium-Ion tow motors with fitted batteries including 3 years warranty.	3		
2	1,6-ton rider seated Lithium-Ion forklift with fitted batteries including 3 years warranty.	1		
3	Lithium-ion tow motor chargers including 3-year warranty	2		
4	Lithium-ion forklift charger including 3-year warranty	1		
5	24 cells lead acid forklift batteries including 3-year warranty	2		
			Subtotal (Excluding VAT)	
			VAT @ 15%	
			Total Cost (Including VAT)	

TABLE 2					
Price for servicing for 3 years					
No.	**Description**	**Price for Year 1 (excluding VAT)**	**Price for Year 2 (excluding VAT)**	**Price for Year 3 (excluding VAT)**	**Total Excluding VAT**
1	Tow Motor Service for all 3 tow motors provided by bidder NB -each tow motor operates 16 hours per day, 5 days a week. Price per year should include all services per tow motor for all 3 tow motors based on hours above.				
2	Forklift Service for the 1 forklift provided by bidder NB- Forklift operates 12 hours a day, 5 days a week. Price per year should include all services for the 1 forklift based on hours above.				
				Subtotal (Excluding VAT)	
				VAT @ 15%	
				Total Cost (Including VAT)	
				Table 1 & Table 2 total cost (Including VAT)	

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

PART B

B1. BIDDER'S 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 interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

PART C

C1. EVALUATION CRITERIA OF OFFERS

The bid will be evaluated in accordance with the following stages:

- Stage 1: Mandatory Returnable Documentation
- Stage 2: Other Returnable Documentation
- Stage 3: Preference Point System Evaluation

1.1. AIDC reserves the right to verify all supplied documents independently.
1.2. Any bid scoring less than the minimum required in any one or more of the evaluations mentioned above 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 & Prices will be evaluated as per the preference point system as outlined below.

STAGE 3: PREFERENCE POINT SYSTEM EVALUATION

This bid will be evaluated in accordance with Regulation 4 of the 2022 Preferential Procurement Regulations - 80/20 Preference Point System for the acquisition of goods or services with a Rand value equal to or below R50 million, which calculation comprises a maximum of 80 points for price and 20 points for the specific goals.

PREFERENCE POINT SYSTEM	POINTS
Price	**80**
Specific Goals (refer to requirements below)	**20**
Total points for Price and Preference Points	**100**

Specific Goals Requirements:

The following preferential procurement targets will be followed and scored 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 duly complete the SBD 6.1 below. A bidder who fails to duly complete the SBD 6.1 or complete the SBD 6.1 incorrectly, will forfeit their points and receive a score of zero for that goal.

Specific goals	Supporting evidence for meeting preferential procurement targets	Points
B-BBEE status level contributor: Level 1, 2, 3 or 4.	• B-BBEE Status Level Verification Certificates must be issued by an Agency accredited by SANAS and must be valid • Sworn Affidavits submitted by bidders in support of their B-BBEE level should comply with the Department of Trade, Industry and Competition (DTIC) or Companies and Intellectual Property Commission (CIPC) format which can be found on the DTIC and/or CIPC websites. • Sworn Affidavits and certification as a "*true copy of the original*", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. • SANAS accredited Agency B-BBEE certificates and B-BBEE certificates issued by CIPC are signed electronically and should be regarded as original, in terms of Section 14 of the Electronic Communications and Transactions Act, Act 25 of 2002.	**Level 1 = 10 points** **Level 2 = 7 points** **Level 3 = 5 points** **Level 4 = 2.5 points**

Locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	• SBD 6.2 - Declaration Certification and annexure C are completed and included in the tender document.	**10 points**

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

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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**
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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 per the table below.

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

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 provider 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 points level 3, - 5 points level 4.- 2.5 points	
Locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	SBD 6.2 - Declaration Certification and annexure C are completed and included in the tender document.	10 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to

any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……
……

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

SBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions and Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 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:

$$LC = [1 - x / y] * 100$$

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.thedti.gov.za/industrial_development/ip.jsp **at no cost.**

1.6. A bid may be disqualified if this declaration certificate and Annex C of the South African Bureau of Standards (SABS) approved technical specification number 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.dtic.gov.za/industrial_development/ip.jsp) for this bid is/are as follows:

Description of services, works or goods	**Stipulated minimum threshold**
Lead Acid Forklift Batteries	50%

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

Yes / No

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information are accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of 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 dti must be informed accordingly in order for the dti 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.dti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… …….

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of 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 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.

(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:** _____

PART D

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.

- 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.

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 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. The service provider's information - is as furnished elsewhere in this bid response and will be re-confirmed during the contracting process, in the event this bid is successful.

12. The Service provider hereby offers to render all or any of the services described in the attached documents to AIDC on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).

13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

14. I hereby agree that the offer herein shall remain binding and receptive for acceptance by

AIDC during the validity period indicated and determined from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

15. I furthermore confirm correctness and validity of the tender response, that the price and rates quoted, cover all works/items specified in the tender response documents, that the price and rates cover all obligations under a resulting contract and that any errors made regarding such are at my risk.

16. I hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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.

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. Proof of insurance shall be submitted within 7 days of issue of letter of appointment.

6. Payment

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

7. Prices

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

8. Assignment

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

8.2 AIDC on the other hand will in due course have the right to assign its contract with the service provider to another legal entity owned by the Gauteng Provincial Government. Due written notice will in such an instance be provided to the service provider.

9. Subcontracts

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

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)

ANNEXURE A : GENERAL CONDITIONS OF CONTRACT (2010)

ANNEXURE B : REPORTING UNETHICAL CONDUCT

ANNEXURE C : VALUE ADDED TAX (VAT) DECLARATION BY BIDDER

ANNEXURE D : POPIA COMPLIANCE

ANNEXURE E : LOCAL CONTENT DECLARATION (ANNEX C)