AIDC STANDARD BID DOCUMENT

Bid number: **AIDC_T03_2025/26**

Bid title: **INVITATION FOR OPEN TENDER FOR ELECTRONIC SIGNATURE SOLUTION FOR 24 MONTHS TO GAUTENG GROWTH AND DEVELOPMENT AGENCY GROUP.**

Date issued: 01 August 2025
Closing date: 25 August 2025
Closing time: 11:00
Validity Period: 120 days

Non-compulsory briefing session Yes [X] No [ ]

Date: 11 August 2025

Time: 13:00

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 costs Inclusive) transferred from SBD 3	**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.

DOCUMENTS REQUIRED

Documents required for this BID	Comments	Submitted (Yes /No)
STAGE 1 - MANDATORY DOCUMENTS		
SBD 1 (Invitation to Bid)	Fully completed, an incomplete form will lead to disqualification.	
SBD 3 (Pricing Schedule)	Fully completed, in ZAR currency only. Failure to include VAT in your total bid price will result in your bid being deemed non-responsive due to the market value of the tender and the Value-Added Tax Act threshold compliance requirement.	
SBD 4 (Bidders Disclosure)	Bidders will be disqualified if the declaration is not completed in full, submitted, and signed	
Technical Compliance Requirements: 1. Bidder must be appropriately accredited to supply, implement, and support the required solution (**Attach Proof of OEM accreditation**) or authorized reseller letter. 2. Detailed proposal of the suggested Electronic Signature Solution on the company letterhead as per the 15 items specified in the scope. No generic OEM product brochures will be considered	Disqualified if not submitted.	
Other Returnable Documents		
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 80/20, where 80 points are assigned to price and the remaining 20 points are assigned to specific goals. Bidder must attach supporting documents listed below and complete the SBD 6.1 in full on page 24of 28 (To be completed by	To be fully completed to claim points. Bidders who fail to 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.	

the tenderer), a bidder who fails to complete the SBD 6.1 in full or complete it incorrectly to claim points for specific goals, will receive a score of zero for that specific goal.		
Central Supplier Database (CSD) Summary Report	The info provided will be validated during the evaluation stage, and bidders who are not registered will not be evaluated further	
Tax Compliance Status PIN	Submit a valid Tax Compliance Status Personal Identification Number (TCS 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	
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/	Value Added Tax (VAT) - Notice of Registration issued by SARS. VAT compliance requirements can be obtained from the following SARS link:	

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 BELOW 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. **The certification of documents must not be older than six (6) months from date of bid closure and 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.**
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 THE REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**AIDC_T03_2025/26.**	CLOSING DATE:	25 August 2025	CLOSING TIME:	11:00
DESCRIPTION	**INVITATION FOR OPEN TENDER FOR ELECTRONIC SIGNATURE SOLUTION FOR 24 MONTHS TO GAUTENG GROWTH AND DEVELOPMENT AGENCY GROUP.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
AUTOMOTIVE SUPPLIER PARK, 30 HELIUM ROAD, ROSSLYN 0200					
CLOSING DATE FOR QUESTIONS: 11 August 2025					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM Department**	CONTACT PERSON	**N/A**
TELEPHONE NUMBER	**N/A**	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**aidctenders@aidc.co.za**	E-MAIL ADDRESS	**N/A**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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 PIN TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS 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

1. Bid Submission:

1.1. The Supplier Park Development Company (SOC) Ltd trading as AIDC considers this tender and all-related information, either written or verbal, which is provided to the respondent, to be proprietary to AIDC. All information contained in any subsequent documentation shall be marked "COMPANY CONFIDENTIAL".

1.2. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

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

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

1.5. The service provider should verify the number of pages of this document to satisfy themselves that none are missing or duplicated. No liability will be accepted by AIDC regarding anything arising from the fact that pages are missing or duplicated.

1.6. **Please make proper division and reference/index your bid document and the bid supporting documents attached.**

1.7. **Tender** responses should be submitted as follows:

ORIGINAL (HARD COPY) AND USB MEMORY STICK in a sealed envelope/package endorsed, **"AIDC_T03_2025/26",** with the service provider's details on the back of the envelope or 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.**

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

1.9. All bid documents must be submitted in hard copy in the bid box. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids OR BID DOCUMENTS NOT PROPERLY SEALED will not be considered.**

1.10. Amended bids may be made, in an envelope marked "Amendment to bid no **"AIDC_T03_2025/26",** 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 use or can the service provider rely on any information as contained in the original bid documents, once replaced.

1.11. The service provider is responsible for all the costs that they might incur related to the preparation and submission of the bid document.

1.12. AIDC reserves the right not to accept the lowest bid price of any bid in part or whole. It normally awards the contract to the service provider who proves to be fully capable of handling the contract in terms of outputs and services that are advantageous to the aims, goals, and objectives of the AIDC.

1.13. AIDC also reserves the right to award to a company that is B-BBEE (Broad Based Black Economic Empowerment) compliant or may award this bid on the conditions that a joint venture/consortium with an empowerment company is formed and a valid consolidated B-BBEE certificate for the tender, accredited by a SANAS Agency, is submitted.

1.14. AIDC also reserves the right to cancel or award this bid as a whole or in part..

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

1.16. This bid is subject to the Preferential Procurement Policy Framework act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of the contract.

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

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

1.19. 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”.

2. Tax Compliance Requirements

2.1. Bidders must ensure compliance with their tax obligations.

2.2. Bidders are required to submit their unique 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.

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. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS pin / CSD number.

2.5. Due to the nature and market value of the tender, the successful bidder will have to be registered for VAT in accordance with the Value-Added Tax Act.

3. Evaluation Process

3.1. The bid will be evaluated in terms of the evaluation criteria stipulated in the tender documentation.

3.2. This bid will also be evaluated in terms of the following stages:

a) Stage 1: Mandatory Documentation
b) Stage 2: Other Returnable Documentation
c) Stage 3: Functionality and Capability Requirements
d) Stage 4: Preference Point System Evaluation.

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 BBBEE SMME development, skills development and limited logistical infrastructure in line with the Gauteng provincial government's objectives of transformation, modernization and re-industrialization (TMR). The AIDC also undertakes projects related to the transport and energy sectors, as well as the development of the Auto City in the Northern Corridor.

1.2. Vision

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

1.3. Mission

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

1.4. Values

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

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

2. BACKGROUND TO THE TENDER

2.1. Introduction

The Gauteng Growth Development Agency (GGDA) is the implementing arm of the Gauteng Department of Economic Development (GDED). It is mandated to assist the department in leading, facilitating and managing sustainable job creation and inclusive economic growth and development in the Gauteng City Region. GGDA seeks to appoint service providers with expertise and experience to supply and support the following services to The Innovation Hub, Automotive Industry Development Centre, Gauteng Growth Development Agency, OR Tambo SEZ, Special Economic Zone, and Constitutional Hill as outlined below
In today's digital age, electronic signatures (e-signatures) have become an essential tool for streamlining business processes, reducing paperwork, and enhancing efficiency. An e-signature is a digital equivalent of a handwritten signature, used to sign electronic documents securely. Their growing importance lies not only in convenience but also in their legal recognition under various regulatory frameworks.

Governments and regulatory bodies around the world, including South Africa's Electronic Communications and Transactions Act (ECTA) and the EU's eIDAS Regulation, have established legal standards for the use of e-signatures. These regulations ensure that e-signatures are legally binding, enforceable, and secure, provided they meet specific criteria such as identity verification, consent, and data integrity.

Implementing e-signatures in compliance with relevant laws is crucial for organizations to mitigate legal risks, maintain trust, and support digital transformation. When properly managed, e-signatures can enhance operational speed, ensure audit readiness, and demonstrate adherence to data protection and cybersecurity standards.

2.2. Brief of the Current Installations / Environment

The Gauteng Growth Development Agency (GGDA) and its subsidiaries, there is currently no Electronic Document Management System (EDMS) in place to facilitate or manage such digital transactions.

The absence of an EDMS poses several challenges, including inefficient document tracking, reliance on manual processes, storage issues, and potential non-compliance with recordkeeping and data protection standards. This creates a gap in the organization's ability to fully embrace digital transformation and limits the potential benefits of streamlined workflows.

Adopting e-signatures within GGDA Group must be aligned with both internal policies and external regulatory obligations, such as POPIA (Protection of Personal Information Act) and corporate governance standards, to ensure data security, privacy, and legal enforceability. As GGDA Group moves toward a more modern, digital operational environment, e-signatures represent an essential foundational step, even ahead of a full EDMS rollout.

3. SCOPE OF WORK

3.1. Supply and Installation of the Electronic Signature Solution.

The GGDA Group ICT intends to move towards a shared service model with the aim of reducing duplications, achieving economies of scale and scope across the group, and ultimately be able to function effectively and efficiently. The solution should be scalable, should the need arise to increase the scope.

This tender is focused on the supply and implementation of the electronic signature solution for GGDA Group with support and maintenance (As and when required) as specified in the pricing below for a period of 24 Months.

- A minimum of 30 advanced digital signatures (Senior managers and critical staff).
- A minimum of 230 standard electronic signatures
- The solution should be cloud-based
- A minimum of 7000 Transactions/Envelopes/Slips per annum.

ITEM NUMBER	BUSINESS REQUIREMENTS
1	**Solution Accessibility** a) The electronic solution should be provided as cloud-based. b) The solution should be accessible from anywhere on any device and allow you to view and sign documents on the go: • Accessible through all web browsers, desktop, and mobile applications. • Offers compatibility to view and sign documents from mobile devices, such as phones and tablets, via mobile app or mobile web browser. • Accessible through a secure (TLS/SSL-enabled) web service.
2	**Logging in to The Solution** a) Allow single sign-on (SSO) to permit one set of login credentials to access multiple applications and to ensure compliance with the organization's security and policies
3	**Electronic Signature Options** a) Ability to customize electronic signature, digital signature, private key, and hash encryption. b) The solution should offer different signature options such as typed, drawn or uploaded signatures as images.
4	**Integration**

	a) The electronic signature solution should be able to integrate with the systems/applications/tools already used at AIDC using Application Programming Interface (API).
5	**Customization** a) Central admin portal that allows management of users, access control, customization of the environment, company branding, and settings and preferences. b) Allow shared mailboxes/groups to be created as user to send and receive documents.
6	**Document Creation** a) Ability to personally sign or request signatures. b) Ability to upload documents from the most widely used cloud storage services, such as Microsoft Office 365, Microsoft OneDrive, Google Drive etc. c) Ability to support multi-document type support such as .doc, .docx, .pdf, .pptx, .xls, xlsx, .txt and etc and automatically convert final document to pdf format. d) Ability to upload and attach supporting documents as part of the signing process or signer acknowledgment. e) Ability to sign scrollable pdf files and allow scrolls even after signing. f) Ability to add data fields such as checkboxes, radio buttons, dropdown tags, text, date etc. to the documents to be signed. g) Ability to create a standard template with defined recipient roles and signing and information fields. h) Ability to copy people who are not part of the signing process to receive fully signed documents after all signatories have signed. i) Ability to correct or make changes to a document in a signing process by the initiator instead of aborting the process
7	**Sending Options** a) One send/transaction should include any number of recipients and any number of documents. b) Automatic signer fields placement. c) Ability to route documents to multiple users in serial, parallel and mixed sequencing.
8	**Signing Process** a) Ability to zoom in/out on the documents on the system sent for signatures for better viewing. b) Ability to automatically guide signers where to sign and allow “repeat signature” on the same fields of uploaded documents. c) Ability to delegate the document to a different user. d) Ability to enable a user to be granted permissions to send or manage documents to be signed on another user’s behalf. e) The solution should convert the final document to PDF format. f) The license should include the signing of documents by external parties or non-AIDC employees.
9	**Collaboration** a) Multiple users to collaborate on a document, including adding comments and making edits before it is signed:

	• Ability to ask and answer questions about documents and receive real-time comment notifications. • Make suggestions and specify who can see the comments.
10	**Workflow Automation and Reporting** a) Real-time updates/tracking of document status sent for signatures. b) Ability to set up automated email reminders for the signers to complete the signing process.
11	**Provide Audit Trails** a) Real-time audit trail reporting and tracking of documents, ability to see detailed status for each recipient and individual report portal including viewing, printing, sending, signing, or declining to sign a document. b) Record all activities relating to the document, including who signed it, when and from what location.
12	**Security and Privacy** a) Meets global security standards and use of the strongest data encryption technologies available, such as Advanced Encryption Standard (AES) 128-bit encryption and Secure Sockets Layer (SSL) 256-bit encryption to ensure documents in the system are encrypted. b) The ability to tamper seal all documents to indicate the electronic signature is valid and that the document has not been tampered with after it was downloaded. c) Signer identification by providing levels of authentication by means of email, SMS, Phone and Access code/MFA.
13	**Compliance** a) Comply with the applicable guidelines or requirements specified in DPSA Electronic Signature Guidelines Appendices version 1.1.0 (Available on the DPSA website). b) Every signed document should come with a certificate of completion that provides proof of the signing process to all parties of the transaction. c) This certificate should include information from the audit trail, proving who signed, timestamps detailing when and where each person signed, and the completed document itself. d) Legal Notice ensures that contracts and signatures cannot be denied validity or enforceability because they are in electronic form. e) Disclosure, to be compliant with organization policy, requiring signers to consent to the Electronic Record and Signature Disclosure notice. f) Ability to specify a custom watermark to differentiate draft documents from completed signed documents.
14	**Hosting** a) The cloud solution must be hosted within the boundaries of South Africa, preferable The Innovation Hub.
15	**Solution Availability** a) The solution should deliver 99.99% uptime with no maintenance downtime during normal business hours

4. SUPPORT AND MAINTENANCE:

- Provide 24-month support and maintenance as and when required.

5. PROJECT MANAGEMENT/CONSULTING SERVICES

Involve the planning, execution, and oversight of projects to ensure successful delivery within scope, time, and budget. These services must include project planning, resource coordination, risk management, progress monitoring, and quality assurance. In addition, consulting support must offer expert guidance, process improvement, strategic alignment, and capacity building to help organizations enhance their project delivery capabilities.

6. TRAINING AND SKILLS TRANSFER:

- Total Training of 260 GGDA Group officials
  - 15 ICT Resources (Once-off training/ skills transfer)
  - 245 Users
- on the usability of the system during the project implementation/onboarding process.
- The bidder to factor in the possibility of refresher training and training of new officials (new starts in the organization) after project sign-off.
- Provision of technical and user manuals.

7. QUALITY OF SERVICE

- Contractor should describe the sequence on how the solution will be deployed.
- The technical manuals must be provided for a part of the solution implementation.
- Monthly maintenance reports after every maintenance work.

8. DURATION OF THE INSTALLATION

- The appointed service provider is to ensure the project is completed in 90 days.

9. SUPPLIER PERFORMANCE REPORTING

Monthly meetings to be scheduled between GGDA Group and the service provider. The supplier is to prepare the required reporting for the meeting. The meeting will either be physical or Virtual.

10. SERVICES AND SERVICE LEVELS (PERFORMANCE) METRICS

The supplier Help desk shall be available during business hours for software support.

Priority	Description	Response time
Priority 1 – Critical	A critical service is unavailable or seriously impaired due to a problem. The impact on normal business operations is severe. Adverse business impact.	4 hours response time
Priority 2 – High	Disruption of a service and/or operations. Ramifications include some impact on the business and operations.	6 hours response time
Priority 3 – Medium	A non-critical service is impacted. There is a minor impact on the normal business operations.	8 hours response time
Priority 4 - Low	A non-critical service is impacted. There is no direct impact on the normal business operations	24 hours response time

11. PENALTIES

- Penalties shall apply in the event the service provider fails to deliver the project on the completion date stipulated in the contract.

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

Note: Only firm prices in South African Rand ('R') valid for 90 days from the closing date will be accepted.

Name of Bidder ……..…… **Bid number: AIDC_T03_2025/26.**

Closing Date: 25 August 2025 **Closing Time: 11:00**

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

BIDDER TOTAL COSTING (ALL COSTS INCLUSIVE) FROM SBD3 TO BE TRANSFERRED TO THE FIRST PAGE OF THIS TENDER DOCUMENT.

NOTE:

1. **All costs must be included in the Bid Price, including travel, subsistence, and all taxes where applicable, etc.**
2. **Important: If there are any exclusions or added services, those must be clearly indicated.**
3. **Prices which are quoted subject to confirmation will not be considered**
4. **All bidders must include Value-Added Tax to their Total Bid Price, given the nature of and cost of the tender, as the successful bidder will be required to be registered for VAT in accordance with the Value-Added Tax Act threshold, prior to tender award. Failure to make provision for VAT in your total bid price will result in your bid being non-responsive.**

TABLE 1 – PROVISION OF LICENCE, SUPPLY, INSTALLATION, SUPPORT, AND MAINTENANCE (AS WHEN AND A REQUIRED)

No	DESCRIPTION	UNIT	QUANTITY	RATE (EXCLUDING VAT)	TOTAL (EXCLUDING VAT)
1.	Provide Software Licenses for 24 Months: • 30 advanced digital signatures.	**Months**	**24**		
2	Provide Software Licenses for 24 Months: • 230 standard electronic signatures.	**Months**	**24**		
3.	Support and Maintenance (As and When required)	**Hours**	**1000**		
4.	Supply, Installation, and Configure of the New Electronic Signature Solution.	**Once off**	**1**		
5.	Product training **online** for 260 GGDA Group officials, including ICT Technical Team, for 6 groups session**.** o 15 ICT Resources (Once-off training/ skills transfer) o 245 Users	**Once off**	**1**		
				Sub Total (Excluding VAT)	
				VAT at 15%	
				GRAND TOTAL (Including VAT)	

NOTE:

- **All costs must be included in 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 that are quoted subject to confirmation will not be considered.**
- **Support and Maintenance (As and When required).**

Signature of Service Provider **Date**

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

PART B

B1. BIDDERS DISCLOSURE SBD4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors/trustees / shareholders/members / partners or any person having a controlling 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 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 Documentation
- Stage 2: Other Returnable Documentation
- Stage 3: Functionality and Capability Requirements
- Stage 4: Preference Point System Evaluation

1.1. AIDC reserves the right to independently verify all supplied documents.
1.2. Any bid**der that does not submit the required mandatory documentation and/or score less than the minimum threshold score for Stage 3** will not be evaluated further.
1.3. For the 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.
1.4. Specific Goals & Price will be evaluated as per the Preference Point System as outlined below.

STAGE 3 – FUNCTIONALITY AND CAPABILITY REQUIREMENTS.

B. FUNCTIONALITY & CAPABILITIES	TYPE OF SUPPORTING DOCUMENTS REQUIRED	Maximum Points	Points Scored
NB: *The bidder shall achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing & Specific goals as per the preferential system*		**100**	
1. EXPERIENCE OF KEY PERSONNEL **Product Systems Specialist (focusing on e-signature solutions implementation solution and system development)** • Above 4 years = **30 points.** • 3 – 4 years = **10 points.** • less than 3 years = **0 points** **NB: Years of experience to be indicated for each area on the CV. The panel should find this information with ease.**	CVs of personnel showing years of experience.	**30**	
2. PROJECT PLAN **Bidders are required to submit a proposal of no longer than 7 pages,) setting out a recommended approach for installing & commissioning the New Electronic Signature Solution.** The methodology must include the scopes of work as defined in part A above **Project plan** • Project scope **= 5 Points** • Duration of the installation **= 5 Points** • Roles and Responsibilities **= 5 Points** • Testing**= 5 Points** • Schedule/timeline (e.g., Gantt chart) **= 5 Points** • Project Charter **= 5 Points** • Risk management **= 5 Points** • Communication plan **= 5Points** • Full Deployment & Go-Live = **5 Points** • Commissioning and Handover **= 5 Points** All **10 points** listed above comprehensibly addressed = **50 Points**	Project Plan comprising of identified requirements.	**50**	

3. REFERENCES LETTERS OF ELECTRONIC SIGNATURE PROJECTS. • 3 or more references letters = **20 points** • 2 reference letters = **10 points** • 1 reference letter = **5 points** • No reference letter **= 0 points** **NB: The reference letters are to contain all the following, but not limited to, client's information:** **a.** Client's Company letterhead **b.** Signed **c.** Dated **d.** Client's Contactable details (e.g., Physical Address, e-mail, Telephone, etc.) **e.** Description/scope of the work, which must be in line with the scope of work. **NB: GGDA Group reserves the right to validate the reference letters.**	Reference letters must be on the Company letterhead, signed by the client	**20**	
TOTAL		**100**	

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

STAGE 4: 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 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 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 Specific Goals. Bidder must attach the supporting documents listed below and complete the SBD6.1 in full. A bidder who fails to complete the SBD 6.1 in full or complete the SBD 6.1 incorrectly, will forfeit their points and receive a score of zero for that Specific Goal.

Specific Goals	Supporting evidence for meeting preferential procurement targets	Points
The tenderer must be an entity which is at least 51% owned by black people who is youth.	To claim preferential procurement points for an entity which is at least 51% owned by black people who are youth, the tenderer must attach certified ID copy of the owner, not older than 6 months.	5 Points
The tenderer must be an entity which is at least 51% owned by black people who are women.	To claim preferential procurement points for an entity which is at least 51% owned by black people who are women, the tenderer must submit certified ID copy not older than 6 months.	5 Points
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	To claim preferential procurement points for an entity which is at least 51% owned by black people with disabilities the tenderer must submit original letter from Doctor (Dr) on their letterhead which clearly indicate Doctor's practice number and confirmation of disability of the owner.	5 Points
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	To claim preferential procurement points for an entity which is 51% owned by black people living in rural or underdeveloped areas or townships, the tenderer must submit the Township municipal utility bill of which the owner resides. Township must be as per CSD township location address as registered.	5 Points

PART C

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.
b) 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 regarding 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

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

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 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)
The tenderer must be an entity which is at least 51% owned by black people who are youth.	To claim preferential procurement points for an entity which is at least 51% owned by black people who are youth, the tenderer must attach certified ID copy of the owner, not older than 6 months.	5 Points	
The tenderer must be an entity which is at least 51% owned by black people who are women.	To claim preferential procurement points for an entity which is at least 51% owned by black people who are women, the tenderer must submit certified	5 Points	

	ID copy not older than 6 months.		
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	To claim preferential procurement points for an entity which is at least 51% owned by black people with disabilities the tenderer must submit original letter from Doctor (Dr) on their letterhead which clearly indicate Doctor's practice number and confirmation of disability of the owner.	5 Points	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	To claim preferential procurement points for an entity which is 51% owned by black people living in rural or underdeveloped areas or townships, the tenderer must submit the Township municipal utility bill of which the owner resides. Township must be as per CSD township location address as registered.	5 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 because 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: .....
.....
.....
.....

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, 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 because 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 whatever arising from this contract.

10. I declare **participation/no participation** in the submission of any other offer for the supply/services described in the attached documents, and the other service provider(s) involved (if applicable) is: ……
……

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

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

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

14. I hereby agree that the offer herein shall remain binding and receptive for acceptance by AIDC during the validity period indicated and determined from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

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

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

D2. GENERAL CONDITIONS OF CONTRACT (GCC,2010)

The purpose of this Section D2 is to:

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

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.

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