

## TERMS OF REFERENCE

To:	The Bidder
From:	Supply Chain Management Unit

## BID PARTICULARS

<b>Project Description</b>	<b>Appointment of a Panel of Professional Services Providers from the Built Environment for a period of three (03) years for the Atlantis Special Economic Zone</b>		
<b>Bid Enquiries</b>	Supply Chain Management		
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<b>Bid Reference</b>	ASEZ 002 2025		
<b>Bid Closing Date</b>	13 February 2026	<b>Bid Closing Time</b>	<b>16h00</b>

## 1. INTRODUCTION

The Atlantis Special Economic Zone (ASEZ) is a greentech zone, which focuses on attracting companies and investors which contribute to zero carbon emissions, resource-efficiency, and socially inclusive investment. It is building a sustainable manufacturing environment and actively explores how to also run a zero carbon, resource efficient, and socially inclusive zone. In doing so it contributes directly to the objectives of the “just transition.” The entity has ambitious goals such as building skills and enterprises in and around the Atlantis environment for application in the green economy, generating and supplying renewable energy to its future investors, being a net-zero water user, and having no waste go to landfill.

The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) is a state-owned entity as defined in the Companies Act and a provincial public entity listed under schedule 3D of the PFMA and is characterized as a government business enterprise. The shareholders are the Western Cape Government and the City of Cape Town.

The ASEZ is a geographical area of 118 hectares in the industrial area of Atlantis. This 118 hectares consists of 25ha of privately owned land which hosts a number of investors on privately owned land, as well as three separate portions of vacant and industrial zoned land owned by the Atlantis Special Economic Zone Company (comprising +-93ha). These three portions are referred to as Zone 1, Zone 2 and Zone 3 respectively.

Zone 1 (22 ha) has been fully serviced, with civil works completed in 2024. This includes perimeter fencing, an off-grid guardhouse with boom gates, internal roads, integrated stormwater and bulk service networks (water, sewer, firewater, electricity, and fibre), solar-ready street lighting with landscaped public areas and security systems. Construction of the first factory on Zone 1 is underway, with operations planned for March 2026. Zone 2 (33 ha) remains an un-serviced greenfield site. Zone 3 (39 ha) is also an un-serviced greenfield site intended for long-term expansion..

In general, the development plans (2025–2030) for the whole Atlantis SEZ can be summarised as:

- Complete top-structure rollout in Zone 1 and begin tenant operations.
- Secure civil infrastructure funding and commence development in Zone 2 and Zone 3.
- Progressively provide for factory building on Zone 2 and Zone 3.
- Expand embedded solar generation (rooftop solar panel) for each factory to be built.
- Continue growing sectoral clusters in renewable energy, e-waste, agri-processing, and micro-mobility.
- Deepen skills and enterprise development through the Integrated Ecosystem Services (IES) programmes, aligning workforce pipelines to tenant demand.



The ASEZCo aims to contribute to green industrial development, decent work and other economic and social benefits in the region of Atlantis. This includes the broadening of economic participation by promoting small, micro and medium enterprises, and promoting skills and technology transfer. The area is a platform for Greentech industrial development in the Western Cape.

Lastly, the following elements make the Atlantis SEZ a competitive investment destination:

- A strong and growing South African and African market for greentech manufacturing. Independent market research shows strong demand for renewable energy and green technologies from South Africa and the African continent.
- Well-located & development-ready area. Large tracts of industrially zoned land with appropriate bulk infrastructure in place (green and brown fields).
- New public transport links and fiber connectivity. The site is well located and in close proximity to Saldanha port (105 km), airports, and Cape Town (40kms). The SEZ offers good access to major national road network (N1, N2 and N7 routes).
- Proximity to key renewable energy markets. There is a strong support base and existing relationships for investors to tap into; including partnerships and relationships that will help facilitate investment and doing business are already in place with business, government and labour.
- Incentives for investors and tenants. The ASEZ (through the National Government) and the City of Cape Town (CoCT) offer a range of attractive incentives for investors and tenants.
- An attractive, wide-ranging skills base that can be recruited from the City of Cape Town and the Western Cape Province. The Cape Town and Western Cape area offer a large range of unskilled, semiskilled, technical and professional candidates. A skills development drive is underway in Atlantis through partnerships with youth organizations, local colleges and high schools.

## 2. PURPOSE

ASEZCo has recognized that its internal professional capacity is insufficient to effectively implement infrastructure projects. This has prompted the ASEZ to embark on a process of strengthening capacity through the appointment of Professional Services Providers (PSPs). These PSPs will be responsible for planning, designing, managing, overseeing, and implementing ASEZCo infrastructure projects across the full project life cycle, aligned with ECSA Stages 1 to 6. It is important to note that appointment to serve on the Panel of Professional Service Providers is NOT an appointment to undertake work NOR is it a guarantee that you and/or your company will be appointed to undertake any work. Once on the panel your company MAY be invited to bid (RFP or RFQ) for specific projects relevant to your area of expertise, but only if the ASEZCo has need for these services and has a budget for these services. With your permission, the ASEZCo may also allow the utilization of the PSP on behalf of tenants, WC departments and public entities and City of Cape Town departments and entities.

Accordingly, ASEZCo hereby invites proposals from **registered professionals or consulting firms with registered professionals**, for the provision of various services for infrastructure project design and construction supervision, to submit their applications to be appointed on a panel for a period of three (03) years.

**Table 1: The category of disciplines**

NO.	DISCIPLINE	NO.	DISCIPLINE
1	Civil Engineering	11	Construction Mentoring (SMME Development)
2	Structural Engineering	12	Town Planning
3	Mechanical Engineering	13	Environmental Assessment
4	Electrical Engineering	14	Environmental Control
5	Geotechnical Engineering	15	Land Survey
6	Traffic Engineering	16	Health & Safety
7	Quantity Survey	17	GBCSA Accreditation Professionals
8	Architecture	18	Social Facilitation
9	Landscape Architecture		
10	ConstructionProject Management		

### **3. BACKGROUND**

The Atlantis Special Economic Zone Company (ASEZCo) is mandated to develop and manage the Atlantis Special Economic Zone (ASEZ).

The ASEZ is being developed in phases. **Phase 1 (Zone 1)** has already been fully serviced with bulk and internal civil engineering infrastructure. Several top-structure projects are also underway including factory refurbishment (stand alone site), and new investor facilities..

Further phases of development are now in planning and preparation. These are :

- **Zone 2 (±34 hectares)**: earmarked for expansion of green manufacturing and related industrial activities.
- **Zone 3 (±38 hectares)**: planned for larger-scale investors and strategic infrastructure to support regional value chains.

The ASEZ Master Plan envisions a **multi-purpose industrial precinct** that will accommodate ( but not limited to) :

- Industrial parks and manufacturing facilities,
- Commercial and office space,
- Skills development and training facilities,
- Shared amenities and supporting infrastructure,
- Utilities and services that meet international sustainability standards,
- Warehousing and Logistics Centers
- Security and access control facilities with customs processing areas
- Civil infrastructure services including roads, pavement, stormwater, sewer, water, fire, grey water, blackwater and retention pond designs
- Whole array of environmental services and engineering including Water Use License Applications

- Array of mechanical engineering
- Array of structural engineering
- Electrical engineering including solar panels
- Fire engineering including the design of utilizing treated water in sprinkler systems

#### 4. NATURE AND SCOPE OF SERVICES TO BE RENDERED

The objective of this tender is to appoint a **panel of suitably qualified multi-disciplinary Professional Service Providers (PSPs)** to provide ongoing professional services to ASEZCo in order to successfully implement the **planning, design, procurement, management, supervision and administration** of infrastructure projects within the Atlantis Special Economic Zone (ASEZ) for a period of three (03) years. The PSPs will provide expertise in planning, design, construction supervision, commissioning and project close-out across all built environment disciplines to ensure that ASEZ infrastructure and facilities are delivered to the highest standards of quality, efficiency, and sustainability.

We once again emphasise that appointment to serve on the Panel of Professional Service Providers is NOT an appointment to undertake work NOR is it a guarantee that you and/or your company will be appointed to undertake any work. Once on the panel your company MAY be invited to bid for specific projects relevant to your area of expertise, but only if the ASEZCo has need for the service and a budget for these services. With your permission, the ASEZCo may also allow the utilization of the PSP on behalf of tenants, WC departments and public entities and City of Cape Town departments and entities.

**Bidders are to indicate the category of expertise they wish to apply for in the table below.**

**Table 2: Category of Discipline and Expertise Bidding for**

No.	Discipline	Indicate with a Tick
1	Civil Engineers	
2	Structural Engineers	
3	Mechanical Engineers	
4	Electrical Engineers	
5	Geotechnical Engineers	
6	Traffic Engineers	
7	Quantity Surveyors	
8	Architects	
9	Landscape Architects	

10	Professional Construction Project Managers	
11	Construction Mentors	
12	Town Planners	
13	Environmental Assessment Practitioners	
14	Environmental Control Officers	
15	Land Surveyors	
16	Health and Safety Agents	
17	GBCSA Professionals	
18	Social Facilitator	

#### 4.1. Desired Outcomes

- 4.1.1 **ASEZCo** will procure experienced PSPs and built environment professionals for a period of three (3) years to manage the **planning, design, construction, and close-out** of identified projects across the ASEZ.
- 4.1.2 **Successful placement on the panel is not a guarantee of work.** Members of the panel will be required to bid for specific projects as and when the need arises and budget becomes available. It is thus possible that you may be successfully appointed to the panel but not subsequently required to bid for any specific work. This risk must be understood at time of bidding.
- 4.1.3 All projects will be executed using a recognised **Project Management Methodology** in line with the guidelines of the **South African Council for the Project and Construction Management Professions (SACPCMP)**. Each project will be led by a **Principal Agent (PA)**, with all other consultants reporting and delivering in accordance with their relevant statutory councils.
- 4.1.4 The appointed PSPs must demonstrate capacity to deliver projects across all built environment disciplines, aligned to the highest standards of professional practice and compliance.

#### 4.2. Legal Compliance Requirements of PSPs

ASEZCo intends to appoint a **Panel of PSPs per category of expertise**. Bidders may submit tenders for their professional discipline(s), provided that suitably registered and experienced personnel are allocated as per the requirements in table 4.

Appointments will be considered across the following:

#### **4.3. Applicable Professional Disciplines**

- Persons registered in terms of the **Engineering Profession Act, 2000 (Act 46 of 2000)**.
- Persons registered in terms of the **Architectural Profession Act, 2000 (Act 44 of 2000)**.
- Persons registered in terms of the **Project and Construction Management Professions Act, 2000 (Act 48 of 2000)**.
- Persons registered in terms of the **Quantity Surveying Profession Act, 2000 (Act 49 of 2000)**.
- Persons registered in terms of the **Planning Profession Act, 2002 (Act 36 of 2002)**.
- Persons registered in terms of the **Landscape Architectural Profession Act, 2000 (Act 45 of 2000)**.
- Persons registered in terms of the **Geomatics Profession Act, 2013 (Act 19 of 2013)** as Professional Land Surveyors.
- Persons registered in terms of the **National Environmental Management Act, 2002 (Act 107 of 1998)**
- Persons registered in terms of the **Occupational Health and Safety Act, 1993 (Act 85 of 1993)**

##### **4.3.1 Proof of Registration/ Qualifications**

The requirements for professional registration and qualifications are outlined in Table 4: Key Personnel.

#### **4.4. Scope of Services & Minimum Deliverables: Stage Gate Approach**

The PSP panel will be expected to provide professional services across all phases aligned with **ECSA Stages 0 to 6**, aligned with industry standards and government infrastructure delivery frameworks. The exact scope and extent of services will be on project per project basis. A specific ToR/Scope works will be issued to relevant panel members when required and they will be required to bid on the basis of price and specific skills/qualification relevant to that specific project/scope of work.

##### **4.4.1. Normal Services**

###### **Stage 0 - Planning, Studies, Investigations and Assessments (Preliminary Services)**

###### **Scope of Services:**

- Conduct studies and investigations, including feasibility studies and preliminary designs.
- Consult with ASEZCo, authorities, and stakeholders to establish requirements.
- Carry out site inspections and collate relevant technical and legal information.
- Provide advice on regulatory approvals, environmental compliance, statutory consents, and project viability.

###### **Deliverables:**

- Collated baseline information.
- Reports on technical and financial feasibility.
- List of required consents and approvals.
- Schedule of surveys, tests, and investigations
- Proposed timeframes for subsequent project stages

###### **Stage 1 – Inception and Consultations**

###### **Scope of Services:**

- Establish client requirements, project objectives, constraints, assumptions, and strategies.
- Develop a comprehensive project brief.
- Conclude terms of appointment with ASEZCo.
- Advise on consents, rights, approvals, and statutory requirements.
- Identify required surveys and investigations.

**Deliverables:**

- Agreed scope of services and project brief.
- Signed consultant agreements.
- Inception report on site and functional requirements.
- Schedules of consents, approvals, surveys, and investigations.

**Stage 2 – Concept Designs / Preliminary Designs**

**Scope of Services:**

- Prepare and refine project concept designs.
- Establish design criteria, form, scale, and function.
- Integrate regulatory requirements into designs.
- Conduct cost and lifecycle assessments.
- Coordinate inputs from all disciplines.

**Deliverables:**

- Concept and preliminary design reports.
- Process design documents (if applicable).
- Cost estimates and life-cycle assessments.
- Schedule of required surveys/tests.
- Regulatory authority engagement reports

**Stage 3 – Detail Designs**

**Scope of Services:**

- Develop approved concepts into full detail designs.
- Prepare specifications, cost plans, financial viability assessments, and programmes.
- Incorporate inputs of all disciplines and client requirements.
- Submit final designs for regulatory approvals.

**Deliverables:**

- Detailed design drawings and specifications.
- Authority submission packages.
- Final cost estimates and cash flow forecasts.
- Approved construction documentation

**Stage 4 – Documentation and Procurement**

**Scope of Services:**

- Prepare tender documentation and procurement strategies.
- Support tender evaluation, adjudication, and recommendations.
- Ensure budget compliance through design checks.
- Coordinate tendering processes and assist in contract finalisation.

**Deliverables:**

- Tender documentation and evaluation reports.
- Budget-aligned designs and drawings.
- Priced contract documentation.
- Tender recommendation report

**Stage 5 – Construction (including Supervision and Commissioning)**

**Scope of Services:**

- Manage and administer construction contracts.
- Conduct site supervision, progress reporting, and quality assurance.
- Assess variations, resolve contractual claims, and monitor budgets.
- Coordinate testing, commissioning, and handover of works.

**Deliverables:**

- Construction documentation and registers.
- Site instructions, variation assessments, and payment certificates.
- Practical completion certificates and compliance approvals.
- Financial control reports and progressive accounts.

**Stage 6 – Close out and hand over**

**Scope of Services:**

- Facilitate project close-out and handover.
- Verify rectification of defects.
- Compile final accounts and as-built documentation.
- Ensure warranties, guarantees, and O&M manuals are delivered.

**Deliverables:**

- Final completion certificates.
- As-built drawings, O&M manuals, warranties.
- Close-out report and lessons-learned documentation.
- Approved final accounts.

**4.4.2. Additional Services**

Where required, PSPs may also be tasked with providing services that are regarded as additional to the normal scope of professional services. These will only be undertaken if specifically agreed between ASEZCo and the PSP. Any such agreement, including the scope and remuneration, must be confirmed in writing prior to the execution of any Additional Services applicable to all stages of the project.

- i. Services required to define the project scope of work, carried out under feasibility/reporting stages and remunerated on a time and cost basis.
- ii. Enquiries not directly concerned with the works or their utilisation.
- iii. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land, or buildings, or arranging such valuations.
- iv. Securing wayleaves, servitudes, or expropriations.
- v. Negotiation or arrangements for provision/diversion of services not included in the works.
- vi. Additional work required to obtain approvals from authorities due to changes in policy, undue delays, or other causes beyond the PSP's control.
- vii. Additional monitoring or compliance services required by regulatory authorities (e.g., under NEMA, Construction Regulations, or Mines Health & Safety Act).
- viii. Advanced topographical, environmental, geotechnical, and laboratory investigations/tests.
- ix. Setting out or staking out works, indicating boundary beacons and reference marks.
- x. Preparation of shop/manufacturing drawings or detailed checking of such drawings for fit and installation.
- xi. Inspection, review, and checking of alternative contractor designs not originally part of PSP scope.
- xii. Off-site inspection/testing of materials, plant, or manufactured systems.
- xiii. Preparing calculations or documentation specifically required by regulatory authorities.
- xiv. Costs arising from contractor underperformance or failure requiring abnormal additional PSP services.
- xv. Monitoring, optimisation, and adjustment of completed works after handover to maintain proper performance.
- xvi. Investigating and/or reporting on tariffs, utility charges, or service levies impacting ASEZ projects.
- xvii. Advance ordering, reservation of materials, or securing of licences/permits.
- xviii. Preparation of detailed operation, maintenance, and user manuals (beyond standard handover scope).
- xix. Preparation of record/as-built drawings on designs performed by others.
- xx. Additional services arising from project scope changes, instructions, or variations requiring review or alteration of PSP outputs.
- xxi. Work related to targeted procurement, including:
  - Incorporating participation goals and measuring key indicators.
  - Selecting, appointing, and administering participation of targeted groups.
  - Auditing and monitoring compliance of contractors and consultants.
  - Exceptional facilitation and communication with stakeholders beyond the client and contractor.
- xxii. Any other additional services specifically agreed to in writing between ASEZCo and the PSP.

## 5. COMPLIANCE REQUIREMENTS FOR A VALID BID

5.1. Bidders that fail to adhere to any of the following requirements will be rendered non-responsive and will not be evaluated further.

5.1.1 Bidders must submit proposal before the bid closing date and time via the e-Tender portal.

5.1.2 Fully completed and duly signed Certificate of Authority for Signatory must be submitted.

5.1.3 Bidders must be registered on the Central Supplier Database (CSD) and have an active status on or before the closing date and time of the bid.

5.1.4 Bidders must submit proof of Professional Indemnity insurance cover as follows (note: at time of bidding for specific projects/scope of work the ASEZCo reserves the right to increase/amend the required professional indemnity in line with the nature of the project/scope of work):

<b>A minimum of R 10 million without limit to the number of claims for :</b>	<b>A minimum of R 5million without limit to the number of claims for :</b>
Civil Engineering	Occupational Health and Safety Agents
Structural Engineering	
Mechanical Engineering	
Electrical Engineering	
Geotechnical Engineering	
Traffic Engineering	
Quantity Surveyors	
Architecture	
Landscape Architects	
Construction Project Managers	
Town Planners	
Environmental Assessment Practitioners	
Environmental Control Officers	
Land Surveyors	
GBCSA Professionals	

**The requirement for indemnity insurance cover does not apply to the Construction Mentor and Social Facilitator.**

5.1.5 Proof of registration (status – Professional) with the relevant professional body for the categories applied for must be submitted and is mandatory. The applicable registrations for Key Personnel are listed in Table 4. The registration must be valid at the time of bidding. Pending registration status will not be accepted

5.1.6 A tertiary qualification is a prerequisite for **Social Facilitator**: National Diploma / NQF6 or bachelor's degree in social sciences, Development Studies, or Project Management. Additionally, a certificate in facilitation must be provided

## 5.2 Compulsory Returnable/ Administrative Documents

5.2.1 Bidders must submit the documents listed on the table below. All documents must be completed and signed by the duly authorised representative. The bidders' proposal will be disqualified for non-submission and or non-adherence to the requirements below.

Document to be submitted	Disqualification	Description / Instruction
WCBD 1	Yes	<b>Invitation to Bid</b> 1) Authorised representative to sign bid. 2) Complete and sign.
WCBD 4	Yes	<b>Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination</b> 1) Complete and sign. 2) Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4 for each party.

## 6. SERVICE PROVIDERS PROPOSAL

6.1. The bidder is required to submit a comprehensive proposal in PDF format via e-Tender Portal. The submission must include, but is not limited to, the following:

- 6.1.1 Completed **Annexures A** providing the details of at least three (03) projects completed in Infrastructure & Built Environment within the last ten (10) years. The information provided should include details of project managers (clients) who will be contacted during evaluation.
- 6.1.2 Fully completed **Annexure B** (CV template). **Kindly use the template provided in this ToR .**
- 6.1.3 Qualifications & Proof of Registration (Professional status) with a professional body for each discipline bid
- 6.1.4 CIPC registration
- 6.1.5 Proof of address (lease/ utility bill or CIPC document) for Locality Operations.
- 6.1.6 Fully completed and signed standard bidding document attached to the Terms of Reference.

**It is the bidder's responsibility to ensure that all applicable documents are submitted in alignment with the requirements for a bid to be responsive and to provide for a proper evaluation.**

## 7. EVALUATION METHODOLOGY

### 7.1. Phase 1 - Compliance Checking/ Eligibility Criteria

During this phase, bids will be evaluated against the minimum eligibility requirements outlined in paragraph 5 . Bids that failed to meet the minimum compliance requirements will be deemed non-responsive and will not be evaluated further.

### 7.2. Phase 2 - Qualifying Criteria

Bids that have qualified for phase 1 will thereafter be evaluated against the functionality qualifying criteria depicted in the following table.

**Table 3: Technical / Functional Evaluation**

Document Name	Maximum Claimable Points
Company Track Record	<b>40</b>
Experience of Key Personnel & Professional Team	<b>50</b>
Location	<b>10</b>

Bidders are required to achieve a minimum of **70 points** out of **100 points** to be placed on the panel. Each bid will be evaluated separately on each category/ discipline applied for.

**Table 3.a**

CATEGORY	CRITERION	SUB-CRITERIA / ASSESSMENT FOCUS	EVIDENCE REQUIRED	SCORE ALLOCATION
<b>A. Company Track Record (Subtotal A)</b>	<b>A1. Relevant Experience of the Firm</b>	At least three (03) successfully completed infrastructure & built-environment projects within the last 10 years. (Successful completion from Inception to close-out). Provide a minimum of three (03) project information in the provided reference sheet.	<p>Fully complete project reference sheets (As per Annexure A).</p> <p><b><i>NB: Referees will be contacted as part of the evaluation process. Failure of any referee to respond within the stipulated timeframe may result in no points being awarded for that reference.</i></b></p> <p><b><i>ASEZCo reserves the right to exercise its discretion in interpreting and evaluating the information provided by the referee</i></b></p>	<p>0 = No projects listed / incomplete Annexure A</p> <p>5 = 1- 2 projects successfully completed</p> <p>25 = <math>\geq</math> 3 projects successfully completed</p> <p>Points will be allocated based on the information provided by the referees.</p>

	<b>A2. Value of Projects Executed</b>	Demonstrated ability to execute projects by value: Low (< R20 m); Medium (R20–100 m); High (> R100 m).		5 = Low-value project 10 = Includes ≥ 1 medium value project 15 = Includes ≥ 1 high-value project
<b>Subtotal A</b>				<b>/40 points</b>
<b>B. Experience of Key Personnel &amp; Professional Team (Subtotal B)</b>	<b>B1. Key Personnel- Lead</b>	Refer to the Key Personnel Table	Copies of registration, qualification certificate and Signed CV's. <b>Kindly use the template provided in this ToR.</b>	For points to refer to the Key Personnel Table below.
	<b>B2. Key Personnel -Support</b>	Refer to Key Personnel Tab	Copies of registration, qualification certificate and Signed CV's. <b>Kindly use the template provided in this ToR</b>	
<b>Subtotal B</b>				<b>/50 points</b>
<b>C. Location (Subtotal C)</b>	<b>C1. Locality Operations</b>	Bidders' base of operations and or local footprint ( Cape Town and Surroundings)	Proof of address (lease /utility bill / CIPC document).	0 = No office in SA 4 = National (outside Western Cape) 7.5 = Western Cape (outside CoCT) 10 = Within the City of Cape Town metro
<b>Subtotal C</b>				<b>/10 points</b>
<b>TOTAL FUNCTIONALITY SCORE</b>		<b>A (40) + B (50) + C (10) = 100</b>		<b>100 (Minimum qualifying score = 70 points)</b>

## **Additional Information for Category B: Experience of Key Personnel and Professional Team**

This section outlines the Key Personnel required per discipline that the bidder is proposing for the panel per discipline, and the minimum required experience and qualifications of the Key Personnel. To be compliant and to maximise scoring, bidders must understand and respond to the requirements exactly as outlined in the table below.

A maximum of 50 points can be claimed under this category. Points per discipline are capped based on the table provided below.

**For each discipline listed in the table, bidders must:**

- Provide the required number of personnel as per provided space in the table ie. a minimum of one Lead plus one Support per disciplines, except in disciplines where only a Lead is required
- Lead and Support Role: Indicate clearly whether the individual is proposed as Lead or Support for that discipline.
- Lead professionals must be appropriately registered, meet the minimum post-registration experience, and demonstrate direct relevant experience. Support professionals must also be professionally registered and meet minimum experience thresholds. A single individual cannot be submitted as both Lead and Support in the same discipline.
- Attach supporting documents. Failure to attach all required document will result in zero points for that discipline.

Each discipline has a maximum claimable score. Full points will be awarded only when both Lead and Support requirements (where applicable) are met. Points cannot be claimed for personnel lacking post-registration experience or valid proof of registration.

**Table 4 : Key Personnel Table**

Discipline	Lead/Support	Name of Personnel	Registration Number	Professional Registration	No. of years post professional registration	Maximum Claimable Points
Civil Engineers (Min 1 Lead & 1 Support)	Lead		ECSA No:	Pr Eng	more than 7 years post registration experience	30
			ECSA No:	Pr Eng Tech	more than 8 years post registration experience	30
	Support		ECSA No:	Pr Eng	min 4 years post registration experience	20

			ECSA No:	Pr Eng Tech	min 5 years post registration experience	20
<b>Structural Engineers (Min 1 Lead &amp; 1 Support)</b>	Lead		ECSA No:	Pr Eng	more than 7 years post registration experience	30
			ECSA No:	Pr Eng Tech	more than 8 years post registration experience	30
	Support		ECSA No:	Pr Eng	min 4 years post registration experience	20
			ECSA No:	Pr Eng Tech	min 5 years post registration experience	20
<b>Mechanical Engineers (Min 1 Lead &amp; 1 Support)</b>	Lead		ECSA No:	Pr Eng	more than 7 years post registration experience	30
			ECSA No:	Pr Eng Tech	more than 8 years post registration experience	30
	Support		ECSA No:	Pr Eng	min 4 years post registration experience	20
			ECSA No:	Pr Eng Tech	min 5 years post registration experience	20
<b>Electrical Engineers (Min 1 Lead &amp; 1 Support)</b>	Lead		ECSA No:	Pr Eng	more than 7 years post registration experience	30
			ECSA No:	Pr Eng Tech	more than 8 years post registration experience	30
	Support		ECSA No:	Pr Eng	min 4 years post registration experience	20
			ECSA No:	Pr Eng Tech	min 5 years post registration experience	20
<b>Geotechnical Engineers (Min 1 Lead &amp; 1 Support)</b>	Lead		ECSA No:	Pr Eng	more than 7 years post registration experience	30
			ECSA No:	Pr Eng Tech	more than 8 years post registration experience	30

	Support		ECSA No:	Pr Eng	min 4 years post registration experience	20
			ECSA No:	Pr Eng Tech	min 5 years post registration experience	20
<b>Traffic Engineers (Min 1 Lead &amp; 1 Support)</b>	Lead		ECSA No:	Pr Eng	more than 7 years post registration experience	30
			ECSA No:	Pr Eng Tech	more than 8 years post registration experience	30
	Support		ECSA No:	Pr Eng	min 4 years post registration experience	20
			ECSA No:	Pr Eng Tech	min 5 years post registration experience	20
<b>Quantity Surveyors</b>	Lead		SACQSP No:	Pr QS	more than 7 years post registration experience	30
	Support		SACQSP No:	Pr Qs	min 5 years post registration experience	20
<b>Architects</b>	Lead		SACAP No:	Pr Arch	more than 7 years post registration experience	30
	Support		SACAP No:	Pr Arch Tech	min 6 years post registration experience	20
<b>Landscape Architects</b>	Lead		SACLAP No:	Pr L.Arch	more than 3 years post registration experience	30
	Support		SACLAP No:	Pr L.Arch Technol	min 5 years post registration experience	20
<b>Professional Construction Project Managers</b>	Lead		SACPCMP/PMP No:	PrCPM/PrCM/PMP	more than 7 years post registration experience	50
<b>Construction Mentors</b>	Lead		ECSA/SACPCMP No:	Pr CMentor/Pr Eng/CPM/CM	more than 5 years post registration experience	50

<b>Town Planners</b>	Lead		SACPLAN No:	Pr Planner	more than 5 years post registration experience	50
<b>Environmental Assessment Practitioners</b>	Lead		EAPASA No:	Pr EAP	more than 5 years post registration experience	50
<b>Environmental Control Officers</b>	Lead		SACNASP No:	Pr ECO	more than 5 years post registration experience	50
<b>Land Surveyors</b>	Lead		SAGC No:	Pr Land Surveyor	more than 5 years post registration experience	50
<b>Health and Safety Agents</b>	Lead		SACPCMP No:	Pr H&S Agent	more than 5 years post registration experience	50
<b>GBCSA Professionals</b>	Lead		GBCSA No:	AP	min 5 years of experience in the respective filed	50
<b>Discipline</b>	<b>Lead/Support</b>	<b>Name of Personnel</b>	<b>Tertiary Qualification</b>	<b>Facilitation Certification</b>	<b>No. of years post Tertiary Qualification</b>	<b>Maximum Claimable Points</b>
<b>Social Facilitator</b>	Lead				min 5 years of experience post tertiary qualification in the respective filed.	50

**\*Social Facilitator –** A relevant tertiary qualification is a prerequisite, such as a National Diploma or bachelor's degree in social sciences, Development Studies, or Project Management. A certificate in facilitation must be provided.

## **8. PROCUREMENT FROM THE PANEL/ UTILISATION OF THE PANEL**

8.1 After the establishment of the Panel, requests for proposals (RFPs) or quotations (RFQs) will be issued as and when the need arises. Such requests will be circulated only to bidders listed on the Panel. Only bidders qualified under the relevant category or discipline will be invited to submit proposals. You may also be approached for a request to share and/or utilize your panel membership on behalf of a tenant, WC Department or entity and/or City of Cape Town Department or Entity.

8.2 If there are any deviations in terms of the proposed personnel, the bidder must provide an expert of equal level of expertise or higher. The deviation must be communicated in writing and approved by the ASEZ in writing. The ASEZ reserves the right to cancel the agreement should the bidder fail to provide an acceptable replacement within a stipulated timeframe.

8.3 Each request may include its own specific evaluation criteria, depending on the nature and requirements of the project, as well as compliance requirements that bidders will be evaluated on. The application of the 80/20 or 90/10 preference points system in accordance with the Preferential Procurement Regulation of 2022 will be applied.

8.4 The establishment of the Panel does not constitute a commitment by ASEZco to issue RFPs/RFQs for every service category, and registration on the Panel shall not be construed as a guarantee of any appointment or allocation of work.

## **9 SPECIAL ATTENTION**

The Consultant's attention is drawn to the following specific aspects of the project:

### **9.1 Other Service Providers**

9.1.1 The Consultant shall recognize that other professional service providers have been or will be appointed by the Employer for the implementation of the ASEZ programs. This will require liaison with others (stakeholders or consultants) for integration of individual project inputs and outcomes. The Consultant shall be expected to co-operate with others at all times. The cost of such co-operation shall be deemed to be included in the price offer and no additional compensation shall be considered in this regard. Collaboration and knowledge sharing is an integral component of this program and should be ongoing for this duration of this project.

### **9.2 Obtaining of approvals**

9.2.1 The Consultant shall be responsible for obtaining all necessary approvals for all aspects of the design from provincial and local authorities and service owners, as may be required and stipulated in the ToR.

### **9.3 Design review**

9.3.1 The Employer will review and approve all stages of the design.

9.3.2 The Employer may order a review of the Consultant's Detail Design by an independent engineer and or consultant, during which the Consultant shall provide his full co-operation.

## **10 DURATION OF CONTRACT**

10.1 The service providers will be appointed to the Panel for a period of three (3) years subject to the performance of the service provider(s). The performance of appointed service provider(s) will be reviewed on completion of a specific project. ASEZ may, at its discretion, draw from the panel when professional services are required. Any engagement will be on an as-needed (ad hoc) and/or project-by-project basis. Placement on the panel does not guarantee that a company will be engaged or appointed to render services. Certain services may not be required during the three-year period. There is no guarantee that all services listed will be required during the term of the panel

## **11 BID VALIDITY**

11.1 Any bid submitted to be on the panel and/or for a subsequent RFP/RFQ shall remain valid, irrevocable, and open for written acceptance by ASEZCo for a period of 120 days. Any further conditions that the bidder may introduce will be considered at the sole discretion of ASEZCo.

## **12 LATE BID SUBMISSIONS**

12.1 Bids submitted after the stipulated closing date and time will NOT be considered for evaluation.

## **13 APPEALS**

13.1 The appeal period will be open for a period of 14 calendar days subsequent to appointment or otherwise to the panel. Subsequently each RFQ/RFP will also generally allow 14 days after the awarding of the tender to the successful bidder for appeal unless otherwise stipulated in the RFQ/RFP.

## **14 JOINT VENTURE / CONSORTIUM / TRUST**

14.1 A joint venture, consortium or trust will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.

14.2 Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The ASEZCo will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortium arrangement.

14.3 Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortium arrangement.

## **15 REGISTRATION ON THE CENTRAL SUPPLIER DATABASES ( CSD )**

15.1 Prospective bidders must be registered on the CSD at the time of bid closure.

15.2 All prospective bidding agencies that are not registered on the CSD are requested to self- register on [www.csd.gov.za](http://www.csd.gov.za).

15.3 Registration on databases and compliance of tax status will be verified at the time of the award.

15.4 Where a bidder is not tax compliant, the ASEZCo will notify the bidder in writing of their non-compliant status and the bidder will be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7-working days.

## **16 CONTRACTUAL ASPECTS**

16.1 The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.

16.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

16.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

16.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the ASEZCo.

16.5 The successful bidder may not assign its obligations.

16.6 The successful bidder must advise the CFO of ASEZCo immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

## **17 LOCAL LABOUR / EMPLOYMENT**

17.1 Awarded bidders will be required to utilise local labour for employment (as appropriate)

17.2 The following to be actively considered/requested at time of project scoping:

- The provision of opportunities for Small, Medium and Micro- Business Enterprises (SMMEs).
- The provision of work opportunities for local labour in the Atlantis and surrounding areas, including consideration for internships, job shadowing and work experience.

## **18 PERFORMANCE VERIFICATION**

18.1 The ASEZCo's appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

## **19 DISCLAIMER**

19.1 The ASEZCo has produced this document in good faith. The ASEZCo, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The ASEZCo has no liability towards the bidders in connection therewith.

19.2 Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The ASEZCo will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

19.3 The ASEZCo reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the ASEZCo about a bidder that could put the ASEZCo at risk.

19.4 The ASEZCo reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.

19.5 It must be noted that the Atlantis Special Economic Zone reserves its right to:

- a) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow.
- b) To reject the lowest acceptable tender received; and/or
- c) Cancel this tender.

## **20 ABSENCE OF OBLIGATION**

20.1 No legal or other obligation shall arise between bidders and the ASEZCo unless and until the formal appointment documentation has been signed. The ASEZCo is not obliged to proceed with any proposals of any bidder. The ASEZCo also reserves the right to request changes to any proposed consortium.

## **21 COMMUNICATION**

21.1 The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned ASEZCo's contract manager prior to acting upon it.

## **22 CONTRACTED PARTY DUE DILIGENCE**

22.1 The ASEZCo has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

## **23 TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE**

23.1 In the event of non-performance as per the agreed contract, the ASEZCo will appoint an alternative at the cost of the appointed third party. The defaulting third party is obliged to settle the damages/additional costs that the ASEZCo has incurred as result of the non-performance of the appointed bidder.

## **24 INDEMNITY**

24.1 The successful bidder will indemnify, protect, defend and hold harmless the ASEZCo from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim of any taxes payable by the bidder.
- b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.
- c) Any claim by a third party including any employees of the ASEZCo or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants or agents.

## **25 OCCUPATIONAL HEALTH AND SAFETY WHEN WORKING ON THE ASEZCO'S SITES:**

25.1 All personnel performing work on the ASEZCo's site/s as part of this contract are responsible to obtain safety induction.

25.2 Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment as per ASEZCo of Health's specification, closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

25.3 The contracted party is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all the work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.

25.4 The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

25.5 The ASEZCo manages the contracted party in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions of the Act. Each member of the contracted party's team (including sub-contracted personnel), submits a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

## **26 FRONTING**

26.1 The ASEZCo supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the ASEZCo strongly condemns any form of fronting.

26.2 The ASEZCo, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries / investigations in determining the accuracy of the representations made in bid documents / proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition ("dtic"), be determined during such enquiry / investigation, the onus will be on the bidder to prove that the allegation of fronting does not exist. Failure to do so within a period of 14-days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10-years, in addition to any other remedies the ASEZCo may have at its disposal and accordingly wish to institute against such bidder concerned.

## **27 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

27.1 The ASEZCo reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the ASEZCo or any other organ or entity and whether from the Republic of South Africa or otherwise:

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- b) Seeks any assistance, other than assistance officially provided by an ASEZCo, from any employee, advisor or other representative of a ASEZCo in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the ASEZCo employees, advisors or other representatives.
- c) Makes or offers any gift, gratuity, anything of any value or other inducement, to any ASEZCo, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to an entity
- d) Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to an entity.
- e) Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to an entity.
- f) Has in the past engaged in any matter referred to above.
- g) Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidding agency, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **28 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 28.1 The bidding agency should note that the terms of its tender will be incorporated in the proposed contract by reference and that the ASEZCo relies upon the bidder's tender as a material representation in making an award to a successful bidding agency and in concluding an agreement with said bidding agency.
- 28.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the ASEZCo against the bidder notwithstanding the conclusion of the SLA between the ASEZCo and the bidding agency for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the contents of the SLA will prevail.

## **29 COPYRIGHT AND INTELLECTUAL PROPERTY**

- 29.1 Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).
- 29.2 Background intellectual property is defined as the intellectual property pertaining to this contract, created and owned by any of the contracted parties to this contract prior to the effective date of this contract.
- 29.3 Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
- 29.4 All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

29.5 The contracted party grants the ASEZCo a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the ASEZCo to obtain the full benefit of the contracted deliverables for this contract.

29.6 The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the ASEZCo unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.

29.7 Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

29.8 The contracted party agrees to assist the ASEZCo in obtaining statutory protection for the contract intellectual property at the expense of the ASEZCo wherever the ASEZCo may choose to obtain such statutory protection.

29.9 The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the ASEZCo or as the ASEZCo may direct, and to support the ASEZCo or its nominee, in the prosecution and enforcement thereof in any country in the world.

29.10 The contracted party irrevocably appoints the ASEZCo to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the ASEZCo, in its discretion, requires in order to give effect to the terms of this clause.

29.11 The third party hereby gives the ASEZCo permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition

### **30 CONFIDENTIALITY**

30.1 The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the ASEZCo and after termination of its involvement with the ASEZCo, the recipient shall not:

- a) Disclose the confidential information, directly or indirectly, to any person or entity, without the ASEZCo's prior written consent.
- b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- c) Copy, reproduce, or otherwise publish confidential information except as strictly required for the execution of the contract.

30.2 The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- a) Disclose the confidential information to any third party, or
- b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- c) The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

30.3 The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- a) Was independently developed by the recipient prior to its involvement with the ASEZCo or in the possession of the recipient prior to its involvement with the ASEZCo;
- b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the ASEZCo, or
- d) Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the ASEZCo of such requirement prior to any disclosure.

30.4 The recipient shall within one (1) month of receipt of a written request from the ASEZCo to do so, return to the ASEZCo all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- a) All written disclosures received from the ASEZCo;
- b) All written transcripts of confidential information disclosed verbally by the ASEZCo; and
- c) All material embodiments of the contract intellectual property.

30.5 The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein

30.6 Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

30.7 The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the ASEZCo. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the ASEZCo is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

### **31 FORCE MAJEURE**

31.1 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

31.2 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, 12 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

31.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall

continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**End.**