

Atlantis Foundries
William Gourlay Road
Atlantis Industrial
Cape Town, South Africa, 7349
Tel: +27 21 495 4400
Email: info@atlantiszez.co.za
www.atlantiszez.com

REQUEST FOR PROPOSAL (RFP)

To:	The Bidder
-----	------------

BID PARTICULARS

Project Description	Provision of on demand Security Services at the ASEZ as and when required. (For a 4 month period)		
Bid Enquiries	Kayleen Swartz	scm@atlantiszez.co.za	
	021 495 4405		
Specifications Enquiries	Sibusisiwe Hollenburg	sibusisiwe@atlantiszez.co.za	
	021 495 4405		
	<i>*Please note that staff work rotationally which could result in unanswered calls</i>		
Bid Reference	RRFP 005 2025		
Bid Submission	Please return your quotation to scm@atlantiszez.co.za , on or before closing date and time. Late submission of Bids will NOT be considered for evaluation.		
Bid Closing Date	1 August 2025	Bid Closing Time	16h00 pm

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 ASEZCo is a geographical area of 118 hectares in the industrial area of Atlantis. It is a Greentech SEZ with the objective of attracting Greentech manufacturers. The ASEZCo currently consists of a number of investors on privately owned land (about 25ha) as well as three separate portions of vacant and industrial zoned land owned by the City of Cape Town (+93ha). This land is in the process of being acquired from the City of Cape Town.



The ASEZCo aims to contribute to green industrial development in Atlantis and create decent work and other economic and social benefits in the region of Atlantis, including the broadening of economic participation by promoting small, micro and medium enterprises and co-operatives, and promoting skills and technology transfer. The area will no doubt become a key platform for Greentech industrial development in the Western Cape.

2. PURPOSE

2.1 The ASEZCo seeks to appoint an **on-demand security service provider** to provide 24 hour / 7 days a week physical security services at its land in Atlantis in the form of monitoring and patrolling as and when required. Patrol duties shall entail patrolling the ASEZCo sites regularly day and night.

The service provider should provide patrol monitoring equipment (Bloodhound) which should be used as a patrol tool for security officers.

Protect the properties of ASEZCo at the site against theft, vandalism, land invasions or any other criminal activity.

Security services will be provided for a period of 4 months, commencing from the date of contract award. However, it is important to note that the use of these services is not guaranteed and will be engaged only on an “as and when required” basis throughout the contract duration.



Figure 1 - Map of ASEZ

3. BACKGROUND

The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) remains committed to maintaining a secure and resilient environment for its personnel, property, and operations within the Atlantis Special Economic Zone. While a primary security service provider is currently contracted, evolving operational demands and emerging security risks necessitate additional, flexible support.

In response to these needs, ASEZCo seeks to appoint a credible and qualified service provider to render **on-demand security services**. **These services will supplement the existing security framework and will be activated on an as-needed basis to ensure comprehensive coverage across the zone.**

The service provider will be expected to actively support ASEZCo in evaluating and strengthening existing security measures, enhancing risk management protocols, and reinforcing overall safety governance. This proactive engagement is essential to protect strategic assets, uphold safety compliance standards, and foster a secure environment that enables sustainable economic growth within the Atlantis SEZ.

4. SPECIFICATIONS

The Atlantis Special Economic Zone (ASEZ) intends to appoint a credible and experienced service provider to deliver **on-demand security services**.

The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) invites service providers to submit a detailed quotation for the provision of the services listed below.

The scope of services includes the **provision of on-demand security personnel** to reinforce ASEZCo's current security arrangements. These services will serve as a supplement to the existing contracted security provider and will be activated on an as-needed basis to ensure comprehensive protection and adequate security coverage throughout the zone. The services will be utilised as and when necessary to address specific incidents, special events, or short-term security needs. The focus is to ensure the safety and protection of ASEZCo personnel, property, and assets.

The objective of this engagement is to secure a **reliable and responsive security service provider** capable of deploying qualified and trained security officers at short notice to designated locations on a temporary basis.

4.1 Scope of work

The appointed service provider will be responsible for delivering comprehensive security services to the Atlantis Special Economic Zone Company (ASEZCo). The scope of works includes, but is not limited to, the following duties:

I. Guarding and Patrolling

- Provide full-time guarding and patrol services for **ASEZCo Zone 1** and the **EGL Building**.
- Conduct patrols for **Zones 2 and 3 twice every 24-hour cycle**.

-
- All patrols must be accurately recorded in the **occurrence book** supplied by the contractor and in the **pocketbooks** of the security personnel performing the patrols.
 - II. **Access Control and Perimeter Monitoring**
 - Perform access control duties at relevant entry and exit points as required by ASEZCo.
 - Patrol ASEZCo land to prevent **unauthorized access** and **illegal entry**.
 - III. **Asset Protection**
 - Guard and protect ASEZCo's equipment, infrastructure, and materials from **theft, vandalism, and damage**.
 - Take appropriate action, including apprehending suspicious individuals, within the legal and contractual mandate.
 - IV. **Incident Reporting**
 - Report any **suspicious activity, unauthorized persons, or unusual occurrences** to the designated ASEZCo official, as per instructions.
 - Submit a formal report on **all security incidents** to the ASEZCo representative **within twelve (12) hours** of the occurrence or discovery.
 - V. **Supervision and Representation**
 - Ensure that all security guards are **supervised daily** by a designated security supervisor.
 - Supervisors must **meet with ASEZCo officials at least once per week** to discuss performance, concerns, and improvements.
 - VI. **Uniforms and Equipment**
 - All security personnel must wear a **distinctive uniform** representing the contractor's company throughout their shift.
 - Guards must be **properly always equipped** and remain in control of the issued equipment during duty hours.
 - VII. **Prevention of Unauthorized Activities**
 - Prevent and report all attempts of **illegal dumping, unauthorized occupation, or erection of structures** on ASEZCo-owned land.
 - VIII. **Early Warning and Proactive Measures**
 - Implement and maintain an **early warning system** or other relevant mechanisms to support proactive interventions and risk mitigation.

4.2 Deliverables

4.2.1 . Security Personnel Deployment

- Full-time deployment of qualified and trained **security guards** at:
 - **Zone 1** of ASEZCo – **Grade A and B**
 - The **EGL Building- Grade B & C**
- A minimum of 2 guards to be deployed per site at all times.
- Deployment of mobile patrol teams for **Zone 2 and Zone 3**, to patrol each area **twice every 24-hour cycle**
- Response time: In case of emergency, the service provider must be able to deploy the guards at ASEZ premises within 45minutes

4.2.2 Patrol Documentation and Reporting

- Maintain and submit the following:
 - **Occurrence Books** (daily entries per site)
 - **Pocketbook logs** for each security officer conducting patrols
 - A **daily shift report**, including incidents, irregularities, and site-specific observations
- **Weekly consolidated patrol report** submitted to the ASEZCo Security Manager

4.2.3 Incident Management and Reporting

- **Immediate verbal notification** of serious incidents to ASEZCo's designated representative
- **Written incident reports** submitted within **12 hours** of discovery or occurrence
- Maintenance of an **incident register**, available for inspection upon request

4.2.4 Access Control Logs

- Maintain a **detailed access control register** at relevant points where access control is required
- Record all entries, exits, visitor information, and unusual movements

4.2.5 Equipment and Uniform Compliance

- Provide **distinctive uniforms** for all deployed security personnel
- Ensure guards are equipped with:
 - Communication devices (e.g., two-way radios or mobile phones)
 - Flashlights, batons, and other standard equipment
- **Equipment inventory log** to be submitted monthly

4.2.6 Supervision and Liaison

- Daily on-site supervision and operational checks by contractor supervisors
 - **Weekly supervisor meeting** with ASEZCo representative to:
 - Review guard performance
 - Address operational issues
 - Discuss areas for improvement or special concerns
 - Submission of a **weekly supervisor report** outlining inspections and feedback
-

4.2.7 Risk Mitigation and Early Warning

- Implementation of a **basic early warning and alert system** to flag security threats or suspicious activity
- Submission of a **risk assessment report** within the first month of contract commencement and updates every quarter thereafter (if applicable)

4.2.8 Compliance and Legal Documentation

- Valid proof of:
 - PSIRA registration for all personnel and the company
 - Insurance cover for liability and personnel
 - Occupational Health and Safety (OHS) compliance certificate
- Submission of **quarterly compliance updates** and personnel vetting confirmation
- Good standing from the Compensation Commissioner (COIDA certificate)

4.3 COST PROPOSAL

Service Provider to submit pricing in the format below. This table may be expanded, where applicable, to include all other relevant costs

No	Description	Quantity	Price
1.	Grade A		
	Day Shift	1-Per Shift	R
	Night Shift		R
	Sunday		R
	Public Holiday		R
2.	Grade B		
	Day Shift	1-Per Shift	R
	Night Shift		R
	Sunday		R
	Public Holiday		
3.	Grade C		
	Day Shift	1-Per shift	R
	Night Shift		
	Sunday		

Atlantis Foundries
William Gourlay Road
Atlantis Industrial
Cape Town, South Africa, 7349
Tel: +27 21 495 4400
Email: info@atlantiszez.co.za
www.atlantiszez.co.za

	<i>Public Holiday</i>		
4.	Ad hoc Support. i.e Guarding at events- Rate per hour	Hourly Rate	R
5.	Drone footage	Hourly Rate	
6.	Call-out fee, if applicable	Once off	R
7.	Other applicable costs (Specify)		R
	A detailed quotation on a company letterhead to be attached		
		Subtotal	R
		VAT(15%)	R
		Total including vat	R

OFFER TO BE VALID FOR 60 WORKING DAYS FROM THE CLOSING DATE OF THE BID

5 COMPLIANCE REQUIREMENTS FOR A VALID BID

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

- 5.1.1** Bidders must submit proposals including the cost proposal (Section 4.3) inclusive of VAT before the bid closing date. Any deviation from the costing requirements listed in 4.3 above, will result in the bidder being disqualified.
- 5.1.2** Bidders must be registered on Central Supplier Database (CSD) and have active status on or before the closing date and time of the bid and submit CSD Report/ provide MAAA number.
- 5.1.3** Bidders must submit a duly completed and signed WCBD 4 certified by the Commissioner of Oaths. Must be within the 12-month validity period.
- 5.1.4** Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4 for each party.
- 5.1.5** The bidder must be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA). A valid copy of PSIRA certificate must be submitted.
- 5.1.6** Certified copy of PSIRA letter of good standing for the security company (Manpower list) - Valid at time of bid submission.
- 5.1.7** CIPC Registration
- 5.1.8** Public Liability- The service provider must provide and maintain public liability insurance.
- 5.1.9** Vehicle registration documents of at least two vans (LVDs) dedicated to the project need to be submitted.
- 5.1.10** The Service Provider must attach a valid Certificate of Good Standing from the Compensation Commissioner (COIDA certificate)

6 SERVICE PROVIDERS PROPOSAL

Bidders must submit the documents listed below, along with any other supporting documents required or referenced in this document, before the bid closing date and time.

6.1 Cost proposal (Section 3.7), inclusive of VAT

6.2 A company profile detailing the company's experience in providing security services

6.3 A detailed Project Implementation plan and Methodology must demonstrate a clear understanding of the project requirements and provide comprehensive details on the following:

- **Emergency preparedness and response procedure.** A clear outline of how emergencies will be identified, managed, and responded to, including protocols, timelines, and coordination with relevant ASEZCo management.
- **Escalation Process:** A defined escalation structure showing how incidents will be reported and managed, including response timelines and responsible personnel at each level.
- **Resource Allocation and security plan:** Guard deployment, patrolling schedules, communication protocols.
- **Response time commitment:** Must clearly demonstrate how quickly security guards can be deployed to ASEZCo premises following an incident or request. The bidder should specify the estimated response time.

6.4 Reference letters/ testimonials from reputable companies for previously held security service contracts. These references will serve to verify the bidder's experience and proven track record in the provision of security service contracts undertaken from 2019 to date. **NB: All reference letters must be contactable.**

6.5 CIPC registration/ Lease agreement must be accompanied.

BID VALIDITY

Any bid submitted shall remain valid, irrevocable, and open for written acceptance by ASEZCo for a period of 60 working days.

7 LATE BID SUBMISSIONS

7.1 Late submissions of Bids will NOT be considered for evaluation.

- 7.2 A submission will be considered late if it arrives after closing time or anytime thereafter. Bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids are dispatched, allowing enough time for any unforeseen events that may delay the delivery of the bid.

8 EVALUATION METHODOLOGY

- 8.1 Bids shall be evaluated in terms of the following phases:

8.1.1 Phase 1 - Compliance Checking

Evaluation of documents cited in section 5. Documents must be submitted, duly completed and signed where required.

8.1.2 Phase 2 - Functionality Criteria

Compliant bids will, thereafter, be evaluated against the criteria and weights for functionality depicted in the following table.

8.2 Functionality And Capability Requirements

A minimum threshold of 75 points will apply to qualify to the next stage of Price and BBBEE. Failure to reach the minimum threshold will lead to disqualification.

NO	CRITERIA	WEIGHT	REFERENCE
1	Company Experience	15	
1.1	<p>The service provider must be in operation for at least 6 years and have proven experience in providing security services as required in this bid.</p> <p>Based on the information provided in the company profile, the bidder has been in operation for:</p> <ul style="list-style-type: none"> 6 and more years = 15 points 4-5 years = 10 points 3-4 years = 5 points Less than 3 years = 1 points <p>No points will be scored in the absence of a company profile unless a link to the company website is provided</p>	15	Para. 6.2
2	Implementation plan and Methodology	45	
2.1	<p>The bidder must submit a comprehensive Project Implementation Plan and Methodology that clearly outlines the following components:</p> <p>Key Requirements:</p> <ul style="list-style-type: none"> A detailed Emergency Preparedness and Response Procedure 		Para . 6.3

	<ul style="list-style-type: none"> Clearly defined Resource Allocation, Escalation Process, and a Security Plan <p>Evaluation Criteria</p> <p>A. Comprehensive Emergency Plan and Response Procedure – Maximum points =15 points The proposal must present a fully developed emergency plan that outlines:</p> <ul style="list-style-type: none"> A clearly defined escalation process to ensure prompt incident management A detailed and proactive security plan covering access control, patrols, surveillance, and guard duties <p>The plan provided does not comprehensively cover the above requirements = 5 Points</p> <p>B. Response Time Commitment =15 Points The response procedure clearly demonstrates that the guards will be deployed in ASEZCo premises within 45 minutes or less.</p> <p>If the bidder's plan shows the ability to deploy guards to ASEZCo only after 60 minutes or more = 5 points</p> <p>C. Resource Allocation and Capacity =15 points The proposal must confirm the availability of a minimum of eight (8) PSIRA-registered security guards, supported by:</p> <ul style="list-style-type: none"> Curriculum Vitae (CVs) of each guard, grading of each guard to be included Valid PSIRA certification as proof of registration and compliance <p>No points will be allocated for non-submission</p>		
3	Contactable References	30	

3.1	<p>The bidder must provide four (4) contactable reference letters or testimonials from reputable companies, relating to security service contracts undertaken from 2019 to date. These references will be used to verify the bidder's track record and experience in delivering security services.</p> <p>To be considered valid, each letter must:</p> <ul style="list-style-type: none"> A. Be on the official company letterhead and dated B. Include the full contactable details (physical address, contact person, phone number, and email address). <ul style="list-style-type: none"> • Four or more valid reference letters, each providing positive feedback regarding the bidder and the quality of services rendered, 30 points • Three valid reference letters with positive feedback =15 points • Less than three valid reference letters with positive feedback / No positive feedback from the referees = 1 point <p>No points will be allocated for non-submission</p> <p>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.</p> <p>ASEZCo reserves the right to exercise its discretion in interpreting and evaluating the information provided by the referees</p>		Par 6.4
4	Location	10	
4.1	<p>The bidder's base of operations to service the ASEZCo</p> <ul style="list-style-type: none"> • Atlantis based (Atlantis, Pella, Witsand and Mamre) = 10 points • City of Cape Town = 6 points • Western Cape = 3 points • National = 1 point 		Par. 6.5

8.2.1 Phase 3: 80/20 Preference Points System

Only Bidders that have met the requirements in Phase 2 are evaluated in terms of the 80/20 preference points system, where the 80 points will be used for price and the 20 points are awarded to the bidder for attaining B-BBEE status level contributor in accordance with their BEE Certificate or affidavit.

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and

-
- B-BBEE Certificate / Affidavit

The bid will be awarded to the bidder with the highest score unless other objective criteria allow in accordance with section 2(1)(f) of the PPPFA and regulations 4 of PPR 2022.

8.2.2 OBJECTIVE CRITERIA

- 8.2.2.1 Service providers that have a local presence or have a significant impact on employment and local economic development of Atlantis area in alignment to the objectives of the ASEZCo's SMME policy.
- 8.2.2.2 Promote the achievement of the ASEZCo strategic objective of having significant **social impact** in the region and in Atlantis through Greentech and green economy opportunities, not only because it is democratic and just, but because it is consistent with the vision of ASEZCo and a key to supporting regional economic development.
- 8.2.2.3 Promote increased participation by and market opportunities in the regional Greentech value chains.
- 8.2.2.4 Promote partnerships between ASEZCo and the public and private sectors in respect of the development and support to particularly local SMMEs.

9 DURATION OF CONTRACT

This contract will be valid for a **period of 4 months and will operate on an as-and-when-required basis**. The commencement date of the agreement will be from the date the agreement is signed and will remain in place for the duration **of 4 months**.

NOTE: The use of these services is not guaranteed and will be engaged only on an "as and when required" basis throughout the contract duration.

10 REPORTING AND MONITORING

The service provider will be expected to provide the ASEZ with the following:

- Monthly Operational Report – Summary of activities, incidents, and challenges.
- Patrol & Occurrence Logs – Records from occurrence books and pocketbooks.
- Incident Register – Detailed list of all incidents and actions taken.
- Access Control Register – Summary of site entries, exits, and irregularities.
- Staff Deployment & Attendance – Guard rosters, attendance, and shift records.
- Supervisor Reports – Weekly supervision summaries and site feedback.
- Equipment & Uniform Report – Inventory of gear issued and uniform compliance.
- Risk/Threat Analysis – Any observed risks with recommendations (if applicable).
- Compliance Confirmation – Proof of PSIRA and OHS compliance, plus any disciplinary actions.

11 JOINT VENTURE / CONSORTIUM / TRUST

- 11.1 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.
- 11.2 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.
- 11.3 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.

12 REGISTRATION ON SUPPLIER DATABASES

- 12.1 Prospective bidders must be registered on the CSD at the time of bid closure.
- 12.2 All prospective bidding agencies that are not registered on the CSD are requested to self- register on www.csd.gov.za.
- 12.3 Registration on databases and compliance of tax status will be verified at the time of the award.
- 12.4 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 arranged to meet their outstanding tax obligations within 7-working days.

13 CONTRACTUAL ASPECTS

- 13.1 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.
- 13.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 13.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 13.4 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.
- 13.5 The successful bidder may not assign its obligations.

-
- 13.6 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.

14 LOCAL LABOUR / EMPLOYMENT

- 14.1 Awarded bidders will be required to utilise local labour for employment (as appropriate)
- 14.2 The following to be actively considered/requested at time of project scope:
- 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.

15 PERFORMANCE VERIFICATION

- 15.1 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 representation 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.

16 DISCLAIMER

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.

17 ABSENCE OF OBLIGATION

- 17.1 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.

18 COMMUNICATION

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.

19 CONTRACTED PARTY DUE DILIGENCE

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

20 TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE

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.

21 INDEMNITY

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.

22 OCCUPATIONAL HEALTH AND SAFETY WHEN WORKING ON THE ASEZCO'S SITES:

- 22.1 All personnel performing work on ASEZCo site/s as part of this contract are responsible for obtaining safety induction.
- 22.2 Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions 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 always worn 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.

- 22.3 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.
- 22.4 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.
- 22.5 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.

23 FRONTING

- 23.1 The ASEZCo supports the spirit of broad based black economic empowerment and recognizes 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.
- 23.2 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 conducting 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.

24 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 24.1 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 recognized 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 recognized 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 an 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.

25 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 25.1 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 the said bidding agency.
- 25.2 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.

26 COPYRIGHT AND INTELLECTUAL PROPERTY

- 26.1 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).
- 26.2 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.
- 26.3 Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
- 26.4 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.
- 26.5 The contracted party grants the ASEZCo a fully paid up, irrevocable, and non-exclusive license 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.
- 26.6 The parties agree that all rights, title, and interest in contract intellectual property created during the execution of this contract invests with the ASEZCo unless were agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.
- 26.7 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.
- 26.8 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.
- 26.9 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.
- 26.10 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.
- 26.11 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, organize, 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

27 CONFIDENTIALITY

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 prior written consent.
- b) Use, exploit or in any other manner whatsoever apply 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.

27.1 The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to 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 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 confidential information from falling into the hands of any unauthorized third party.

27.2 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) Has now or hereafter come 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 an order and the recipient shall inform the ASEZCo of such requirement prior to any disclosure.

27.3 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

Atlantis Foundries
William Gourlay Road
Atlantis Industrial
Cape Town, South Africa, 7349
Tel: +27 21 495 4400
Email: info@atlantiszez.co.za
www.atlantiszez.com

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.

- 27.4 The recipient acknowledges that the confidential information was 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
- 27.5 Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licenses or relationships by furnishing confidential information by either party pursuant to this contract.
- 27.6 The recipient acknowledges that the unauthorized 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.
- 28 FORCE MAJEURE**
- 28.1 " 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.
- 28.2 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.
- 28.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to fulfil 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.

Atlantis Foundries
William Gourlay Road
Atlantis Industrial
Cape Town, South Africa, 7349
Tel: +27 21 495 4400
Email: info@atlantissez.co.za
www.atlantissez.com

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

*Please refer to the of website of the National Treasury' for the general conditions of contract
<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf>

I confirm that I have read and understand the conditions set out in the above link in terms of the General Conditions of Contract am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1

2