

TERMS OF REFERENCE

To:	The Bidder
From:	Supply Chain Management Unit

BID PARTICULARS

Project Description	Appointment of a Professional Consultant/s to render comprehensive architectural services for the Planning, Design, and Construction of the Green Manufacturing Hub Project within the Atlantis Special Economic Zone.		
Bid Enquiries	Supply Chain Management		
	scm@atlantissez.co.za		
Specifications Enquiries	Supply Chain Management		
	scm@atlantissez.co.za		
Bid Reference	ASEZ 003 2025		
Bid Closing Date	23 March 2026	Bid Closing Time	16h00
Only online submission via the e-Tender portal will be accepted.			
Briefing Session	<p>A compulsory briefing session will be held on 02nd March 2026 @12h00 at Atlantis Foundries Business Park, William Gourlay Street, Atlantis Industrial.</p> <p><i>Only bids from bidders or their duly authorized representatives who attended the compulsory session will be considered</i></p>		

1. INTRODUCTION

1.1. The Atlantis Special Economic Zone (ASEZ) is a Greentech zone, which focuses on attracting companies and investors that 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.



Figure 1 - Atlantis SEZ Location

1.2. 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.

1.3. Zone 1 (22 ha) has been fully serviced, with civil works completed in 2025. This includes included 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.

1.4. 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.

1.5. 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.
- 1.6. 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.

2. PURPOSE

- 2.1. ASEZCo has recognized that its internal professional capacity is insufficient to effectively implement infrastructure projects. This has prompted the ASEZCo to embark on a capacity-strengthening process by appointing a professional service provider with a multi-disciplinary team. This team must include an Architect (as Principal Agent/ Project Lead), an Urban Planner & a Landscape Architect to render comprehensive architectural services for the Planning, Design, and Construction of the Green Manufacturing Hub Project within the Atlantis Special Economic Zone.
- 2.2. The professional consultants are expected to include sustainable, circular, and socially inclusive elements in the Green Manufacturing Project. Amongst others, the outcomes expected will be a 4-Star Rated New Build V2 and an EDGE Certified Building with the Green Building Council of South Africa.

3. BACKGROUND

- 3.1. The Atlantis Special Economic Zone Company (ASEZCo) is mandated to develop and manage the Atlantis Special Economic Zone (ASEZ).
- 3.2. 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.

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

Zone 2 (±34 hectares): earmarked for expansion of green manufacturing and related industrial activities.

Zone 3 (±38 hectares): planned for larger-scale anchor investors and strategic infrastructure to support regional value chains.

The ASEZCo Master Plan envisions a multi-purpose industrial precinct, and by extension,

Green Manufacturing Hub, that will accommodate:

- Industrial 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 (including EV Charging stations)
- Indigenously landscaped areas
- Net Zero (Carbon, Water, Waste) Infrastructure

4. DEFINING THE GREEN MANUFACTURING HUB

- 4.1. The Green Manufacturing Hub is envisaged as a multi-purpose hub, which will include manufacturing space, retail space, offices, training facilities, and a community-centric nursery.

5. LEGAL COMPLIANCE REQUIREMENTS OF ARCHITECTURAL PROFESSIONALS

- 5.1. Bidders may submit tenders for their professional discipline(s), provided that suitably registered and experienced personnel are allocated. Appointments will be considered across the following:

- Persons registered in terms of the Architectural Profession Act, 2000 (Act 44 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).

- 5.2. For this project, at a minimum, the following is required and proof of professional registration with the relevant council is mandatory:

- One (1) lead architect (Professional Architect registered with SACAP)
- One (1) Landscape Architect (Professional Landscape Architect registered with SACLAP),
- and One (1) Urban Planner (Professional Planner registered with SACPLAN)

NB, the Architectural Professional, cannot be outsourced / subcontracted. The Architectural Professional must be either the Bidding Entity (sole proprietor) or employed by the Bidding Entity.

- 5.3. **The successful bidder must ensure that the personnel proposed in this bid are available for the duration of the project. In the unlikely event that this is not possible, the bidder must provide an expert of equal level of expertise or higher. The deviation must be communicated in writing and approved by the ASEZCo . The ASEZCo reserves the right to cancel the agreement should the bidder fail to provide an acceptable replacement within a stipulated timeframe**

6. NATURE AND SCOPE OF SERVICES TO BE RENDERED

- 6.1. This project is considered to be a Medium Complexity Project as defined in the **Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 ("the Act")**, namely:

"Medium complexity projects" means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design-supply specialist contractors.

- 6.2. The **Scope of Services** will follow the deliverables as defined in the Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 ("the Act"). These deliverables include Special Studies, services as defined in **Stages 1-6**, as well as Additional Services as further defined in this bid. These Additional Services include, amongst others, the registration of this project as a **4-Star Rated New Build V2** and as an **EDGE** certified building.

7. DESIRED OUTCOMES

The desired outcomes of this project are as follows:

- Project executed as per Stages 1-6 of the Act reference in paragraph 6.1
- Specified Special Studies and Additional Services executed
- **4-Star Rated New Build V2** and **EDGE** certification (GBCSA)
- Three sustainability projects included in the project
- The design must be guided by, amongst others, the ASEZCo's five sustainability strategies
- The project must be designed in alignment with the ASEZCo's Building and Landscaping Guidelines

8. MINIMUM DELIVERABLES: STAGE GATE APPROACH

8.1. The Professional Architect will be expected to provide professional services across all phases aligned with the Architectural Profession Act Special Studies, Stages 1 to 6, and Additional Services, aligned with industry standards and government infrastructure delivery frameworks.

8.2. STAGES 1-6

Stage 1: Inception and Consultations

Services Required:

- Receive, appraise and report on the client's requirements with regard to the client's brief;
- Determine the site and rights and constraints;
- Determine budgetary constraints;
- Determine the need for other consultants;
- Determine indicative project timelines;
- Determine methods of contracting; and whether other statutory authority applications are required or desirable.

Deliverables:

- Agreed scope of services and project brief.
- A list of consultants that will be required.
- Indicative project timelines.
- Inception report on site and functional requirements.
- Schedules of consents, approvals, surveys, and investigations.

Stage 2: Concept and Viability

Services Required:

- **Prepare an initial design concept and advise on:**
- the intended space provisions and planning relationships;
- proposed materials and intended building services; and
- the technical and functional characteristics of the design.
- Check for conformity of the concept with the rights to the use of the land.
- Consult with local and statutory authorities.
- Review the anticipated costs of the project.
- Review the project programme.

Deliverables:

- Concept and preliminary design reports.
- Cost estimates and life-cycle assessments.
- Conceptual Project Programme.
- Schedule of required surveys/tests.
- Regulatory authority engagement reports.

Stage 3: Design Development

Services Required:

- Develop all aspects of the design from concept to full development, including, but not limited to, construction systems, materials, fittings, and finishes selections;
- Review the programme and budget with the client, principal consultant or other consultants;
- Coordinate other consultants designs into building design;
- Prepare design development drawings including drafting technical details and material specifications;
- Discuss and agree on the building plan application and approval requirements with the local authority;

Deliverables:

- Detailed design drawings and specifications.
- Final cost estimates and cash flow forecasts.
- Approved construction documentation.
- Updated Project Programme

Stage 4: Documentation and Procurement

Services Required:

Stage 4.1

- Prepare documentation required for local authority building plan application submission;
- Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- Review the costing and programme with the consultants;
- Obtain the client's authority, and submit documents for approval at the local authority.
- Obtain approval from the local authority and all other relevant stakeholders.

Stage 4.2

- Prepare specifications for the works;
- Complete technical documentation sufficient for tender;
- Obtain offers for the execution of the works;
- Evaluate offers, and recommend a successful tenderer for appointment;
- Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- Complete all remaining technical and construction documentation and coordinate same with the consultants;

Deliverables:

- All necessary statutory approvals for the project.
- Tender documentation and evaluation reports.
- Budget-aligned designs and drawings.
- Priced contract documentation.
- Tender recommendation report.
- Contractual Documentation

Stage 5: Construction

Services Required:

- **Administer and perform the duties and obligations assigned to the principal agent in the building contract;**
- Administer the building contract;
- Give possession of the site to the contractor;
- Issue construction documentation;
- Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- Manage the completion process of the project;
- Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

Deliverables:

- Construction documentation and registers.
- Reports on weekly site inspections (which includes monitoring landscaping).
- Updated drawings, as needed.
- Practical Completion certificates and compliance approvals.
- Financial control reports and progressive accounts.

Stage 6 : Close-Out

Services Required:

- Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and the operational aspect of the project.
- When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

Deliverables:

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

8.3. SPECIAL STUDIES

- Preparation of the client's brief - assist the client in the preparation of his requirements with regard to the purpose, scope, use, and operation of the project;
- Site selection - research the suitability and location of a site for a proposed project;
- Feasibility studies - participation in technical and/or economic feasibility studies;
- Environmental studies - participation in environmental studies;
- Energy analysis, studies, and planning - Green Star Ratings;
- Market surveys - participation in market surveys;
- Traffic studies - participation in traffic-flow studies.
- Drone studies: specialized photography for technical application and marketing material.
- Specialist survey- Point Cloud and Lidar Survey
- As-built measured survey - required for verification of portions of construction undertaken during the works

8.4. ADDITIONAL SERVICES

8.4.1. Where required, the architectural professionals 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 upon between ASEZCo and the appointed service provider. Any such agreement, including the scope and remuneration, must be confirmed in writing before execution of any Additional Services applicable to all stages of the project.

- Rational design and Green Star design (Star Rated New Build V2 and an EDGE Certified); participation in the preparation of rational designs and green star design, and document format conversion of other consultants' designs;
- Town-planning and/or urban design, including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- Sectional titles plans, submissions, alteration, and registration;
- Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- Landscape design — participation in landscape planning and construction;
- Interior design — the design of interiors and the selection of furnishings, fixtures, and special finishes;
- Specialized equipment lay-out and consequential coordination requirements;
- Liaison with special designers and specialist consultants;
- Purpose-made items: the design and documentation of purpose-made items;
- Promotional material, artwork and immersive digital experiences, participation in the preparation of promotional material;
- Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

9. PRICING INSTRUCTIONS

Table 1 - Primary Fee Split

Stage of Service	Percentage Fee Due
Stage 1: Inception	2%
Stage 2: Concept and Viability	15%
Stage 3: Design Development	20%
Stage 4.1: Documentation and Procurement	10%
Stage 4.2: Documentation and Procurement	20%
Stage 5: Contract Administration and Inspection	30%
Stage 6: Close-out	3%

Table 2: Pricing for Stages 1 – 6 (Medium Complexity Projects)

Cost of the Works		Basis of Fee Calculation
		Lump Sum
Fee bracket		
Where the cost of the works:		
A Exceeds	B But does not exceed	Primary Fee (incl. VAT))
R 130 000 001.00	R 260 000 000	R 12 645 330,47 (as per the Architectural Profession Act, 2000)
Discount %		
Primary Services Fee Proposal (Stages 1-6)		
Note: This Fee includes all disbursements associated with fulfilling the activities in this document		R

Table 1 : Special Studies Pricing

SERVICE	UOM	QUANTITY	RATE	COST
Preparation of the client's brief — assist the client in the preparation of his requirements with regard to the purpose, scope, use, and operation of the project;	Hours	50		
Site selection —research the suitability and location of a site for a proposed project;	Hours	30		
Feasibility studies — participation in technical and/or economic feasibility studies;	Hours	20		
Environmental studies —participation in environmental studies;	Hours	50		
Energy analysis, studies and planning – Green Star Ratings	Hours	50		
Market surveys — participation in market surveys;	Hours	50		
Traffic studies — participation in traffic-flow studies;	Hours	50		
Drone studies; specialised photography for technical application and marketing material;	Hours	50		
Specialist survey- Point Cloud and Lidar Survey	Sum	1 (One Lidar Survey for the entire completed project will be required)		
As built measured survey- required for verification of portions of construction undertaken during the works	Sum	1 (As-builts for the entire completed project will be required)		
SUB-TOTAL				R
VAT (15%)				R
TOTAL (incl. VAT)				R

Table 2 : Additional Services Pricing

SERVICE	UNIT OF MEASURE	QUANTITY	COST
Registration fees for the projects as a 4-Star Rated New Build V2	Item	1	
Registration fees for the EDGE certification (GBCSA)	Item	1	
Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;	Item	1	
Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;	Item	1	
Specialized equipment lay-out and consequential coordination requirements;	Item	1	
Liaison with special designers and specialist consultants;	Item	1	
Purpose-made items: the design and documentation of purpose made items;	Item	1	
Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;	Item	1	
Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.	Sum	1 (The as-builts submitted for this project MUST be BIM-compatible)	
SUB-TOTAL			R
VAT (15%)			R
TOTAL (incl. VAT)			R

Table 5: Disbursements

ITEM	UNIT OF MEASURE	COST
Travel mileage (The base will be Cape Town CBD. Should the office be at a distance that is less than the base, travelling will be remunerated on the actual distance.	Provisional Sum R/km -The maximum rate applicable shall be the AA rate for vehicles up to and not greater than 2 500cc)	R 40 000.00
<p>Conditions for claims</p> <ul style="list-style-type: none"> • Claims to be accompanied by trip logs indicating origin, destination, distance, and purpose. Attendance registers or proof of site presence. • Consultants are required to coordinate and share transport to reduce costs. • Any additional travel beyond the scope must be pre-approved by the ASEZ. 		
Printing: A3 (Colour)	Item	R
Printing: A4 (Colour)	Item	R
The printing will not be for tender documents but for any other requirements, i.e., drawings, etc.		
SUB-TOTAL		R
VAT (15%)		R
TOTAL (incl. VAT)		R

PRICING SUMMARY

ITEM	COST
Table 2: Pricing for Stages 1-6 including disbursements	R
Table 3: Special Studies	R
Table 4: Additional Services	R
Table 5: Disbursements	R
TOTAL (incl. VAT)	R

10. COMPLIANCE REQUIREMENTS FOR A VALID BID

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

- 10.1.1. Bidders must submit proposals including the cost proposal before the bid closing date and time via the e-Tender portal.
- 10.1.2. For bidder responding as a consortium/ joint venture/subcontracting, each party or company must submit a letter of authority or letter of intent signed by all directors.
- 10.1.3. 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.
- 10.1.4. Only bids submitted by bidders or their duly authorised representatives who attended the compulsory briefing session will be considered.
- 10.1.5. Bidders must submit proof of Professional indemnity insurance cover, a minimum of R 10 million, without limiting the number of claims. The professional Indemnity should be from a licensed Financial Service Provider (FSP).
- 10.1.6. Proof of registration with the relevant professional bodies;
 - Professional Architects – SACAP.
 - Professional Town Planners – SACPLAN.
 - Professional Landscape Architects – SACLAP.

The registration must be valid at the time of bidding. Pending registration status will not be accepted.

10.2. Compulsory Returnable/ Administrative Documents

Bidders must submit the documents listed on the table below. All documents must be completed and signed by the duly authorized representative.

Document to be submitted	Disqualification	Description / Instruction
WCBD 1	Yes	Invitation to Bid Complete and signed by an authorized representative to sign a bid.
WCBD 4	Yes	Declaration of Interest, Declaration of Bidder’s Past Supply Chain Management Practices and Certificate of Independent Bid Determination Complete , signed by the commissioner of oaths and still within the 12 months validity period. Each party participating in a Joint Venture or Consortium must provide a WCBD 4 .
Joint Venture Agreement / Consortium/Subcontract	Yes if applicable	Bidders who wish to respond to this tender as a Joint Venture / Consortium / intending to subcontract, must state their intention to do so in writing. NB: The Architectural Professional must be either the Bidding Entity (sole proprietor) or employed by the Bidding Entity.
WCBD 6.1 & B-BBEE certificate / Sworn affidavit.	No	Preference Points Claim 1) Complete and sign. Failure to submit will result in no preference points being allocated.

11. SERVICE PROVIDERS PROPOSAL

- 11.1. The bidder is required to submit a comprehensive proposal in PDF format via e-Tender Portal. The submission must include, but should not be limited to the following:
 - 11.1.1. 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 who will be contacted during evaluation.
 - 11.1.2. Fully completed **Annexure B** (CV template). Kindly use the template provided in this ToR
 - 11.1.3. Certified copy of qualifications & Proof of Registration with a professional body
 - 11.1.4. CIPC registration/Proof of sole proprietorship
 - 11.1.5. Proof of address (lease/ utility bill or CIPC document) for Locality /Operations.
 - 11.1.6. 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 provide for proper evaluation

12. EVALUATION METHODOLOGY

12.1. Bids shall be evaluated in terms of the following phases:

Phase 1 - Compliance Checking/ Eligibility Criteria

During this phase, bids will be evaluated against the requirements outlined in paragraph 10. Bids that failed to meet the minimum compliance requirements will be deemed non-responsive and will not be evaluated further.

Phase 2 -Functionality and Capability Requirements

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

Technical / Functional Evaluation

Document Name	Maximum Claimable Points
Company Track Record	40
Experience of Key Personnel & Professional Team	50
Location	10
Bidders are required to achieve a minimum of 75 points out of 100 points to be evaluated further on price and preference. Failure to attain the minimum score will lead to disqualification.	

CATEGORY	CRITERION	SUB-CRITERIA / ASSESSMENT FOCUS	EVIDENCE REQUIRED	SCORE ALLOCATION
A. Company Track Record (Subtotal A)	A1. Relevant Experience of the Firm	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.	Fully complete project reference sheets (As per Annexure A). <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. ASEZCo reserves the right to exercise its discretion in interpreting and evaluating the information provided by the referee</i>	0 = No projects listed / incomplete Annexure A/ No feedback from clients. 5 points = 1- 2 projects successfully completed, with positive feedback from clients 25 points = ≥ 3 projects successfully completed with positive feedback from clients Points will be allocated based on the information provided by the referees. Any concerns or risks raised by the clients will be taken into consideration and may negatively impact the allocation of points. Projects that receive poor feedback from the client will not be awarded any points
	A2. Value of Projects Executed	Demonstrated ability to execute projects by value: Low (< R20 m); Medium (R20–100 m); High (> R100 m).	Fully complete project reference sheets (As per Annexure A).	5 points = Low-value project 10 points = Includes ≥ 1 medium value project 15 points = Includes ≥ 1 high-value project. A maximum of 15 points will be allocated.

**It is mandatory that the information requested for the above criteria is provided using Annexure A.
The information provided in Annexure A as well as the feedback from clients will be used to evaluate Criteria A1&A2.
Projects that receive poor feedback from the client will not be awarded any points.**

Subtotal A				/40 points
B. Experience of Key Personnel & Professional Team (Subtotal B)	B1. Project Lead: Professional Architect-Project	More than 7 years of experience post-registration	Proof of registration, qualifications and Signed CV (Annexure B).	<p>No points will be allocated for less than 7 years of experience post registration</p> <p>10 points = 7-10 years of experience post-registration.</p> <p>15 points = >10 years of experience post-registration.</p>

**The project lead cannot be outsourced / subcontracted as part of the bid.
The lead must be part of the leading entity bidding for this project.
If there is any deviation from above, no points will be allocated.**

	B2.1 Key Personnel - Support: Landscape Architect	More than 3 years of experience post-registration	Proof of registration, qualification certificate and Signed CV's (Annexure B).	<p>No points will be allocated for less than 3 years of experience post registration</p> <p>5 points = 3-10 years of experience post-registration.</p> <p>12 points = >10 years of experience post-registration.</p>
--	----------------------------------------------------------	---------------------------------------------------	--------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

In the case of Joint Ventures / Consortiums / Sub-contract agreements, the necessary letter of intent needs to be provided for CVs to be evaluated, which may impact points awarded.

	B2.2 Key Personnel - Support:	More than 3 years of experience post-registration	Proof of registration, qualification certificate and Signed CV's (Annexure B).	No points will be allocated for less than 3 years of experience post registration
--	--------------------------------------	---------------------------------------------------	--------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

	Urban Planner			<p>5 points = 3-10 years of post-registration experience.</p> <p>8 points = >10 years of post-registration experience.</p>
In the case of Joint Ventures / Consortiums / Sub-contract agreements, the necessary letter of intent needs to be provided for CVs to be evaluated, which may impact points awarded.				
	B3. Green Building Experience	Project Lead has led at least 1 project that was certified with the Green Building Council of South Africa	CV (Annexure B).	<p>0 points = no Green Building Council of South Africa registered project led.</p> <p>15 points = at least one project certified with Green Building Council of South Africa registered project</p>
It is mandatory that the information requested for the above criteria is provided using Annexure B. The Annexure must be signed				
Subtotal B				/50 points
C. Location (Subtotal C)	C1. Locality Operations	Bidders' base of operations and or local footprint (Cape Town and Surroundings)	Proof of address (lease /utility bill / CIPC document).	<p>0 = No office in SA</p> <p>2 points = National (outside Western Cape)</p> <p>5 points = Western Cape (outside CoCT)</p> <p>10 points = Within the City of Cape Town metro</p>
Subtotal C				/10 points
TOTAL FUNCTIONALITY SCORE		A (40) + B (50) + C (10) = 100		100 (Minimum qualifying score = 75 points)

Phase 3: 80/20 Price and Preference Points System

Only Bidders that have met the requirements in Phase 2 will qualify to be evaluated in terms of the 80/20 preference points system as per the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022. Up to 80 points will be awarded for price, and up to a maximum of 20 points will be allocated to the bidder for attaining B-BBEE status level in accordance with the table below.

Status Level	Number of points (80/20 system)
1	20
2	8
3	4
4	2
5	8
6	6
7	4
8	2
Non-Contributor	0

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 in accordance with section 2(1)(f) of the PPPFA, and regulations 4 of PPR 2022.

13. BRIEFING SESSION

A **compulsory briefing** session will be held on **02 March 2026 @12h00** at Atlantis Foundries Business Park, William Gourlay Street, Atlantis Industrial.

Only submissions from bidders, or their duly authorised representatives, who attend the briefing session will be accepted. Please note that **no online attendance will be permitted**; only **physical attendance** will be considered. Bidders must be represented by a person who is suitably qualified and experienced to comprehend the implications of the scope of the good/services involved in this bid.

14. DURATION OF CONTRACT

The commencement date of the agreement will be from the date the agreement is signed and will remain in place for the duration **of the project**.

15. BID VALIDITY

Any proposal submitted shall remain valid, irrevocable, and open for written acceptance by ASEZCo for a period of 120 working days.

16. LATE BID SUBMISSIONS

Late submissions will NOT be considered for evaluation.

17. APPEALS

The appeal period will be open for a period of 14 calendar days subsequent to the awarding of the tender to the successful bidder

18. JOINT VENTURE (INCORPORATED AND UNINCORPORATED) / CONSORTIUM / SUBCONTRACTING

18.1. Bidders who wish to respond to this tender as a Joint Venture / Consortium / Subcontracting must state their intention to do so in writing.

18.2. The 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 /consortium /sub-contract arrangement.

18.3. A joint venture, consortium will qualify for preference points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status certificate / Sworn Affidavit.

18.4. Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4 for each party.

19. REGISTRATION ON SUPPLIER DATABASES

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

19.2. All prospective bidding agencies that are not registered on the CSD are requested to self- register on www.csd.gov.za.

19.3. Tax compliance status will be verified at the time of the award.

19.4. 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.

20. CONTRACTUAL ASPECTS

20.1. 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.

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

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

20.4. 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.

20.5. The successful bidder may not assign its obligations.

20.6. 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.

21. LOCAL LABOUR / EMPLOYMENT

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

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

- a) The provision of opportunities for Small, Medium and Micro- Business Enterprises (SMMEs).

- b) The provision of work opportunities for local labour in the Atlantis and surrounding areas, including consideration for internships, job shadowing and work experience.

22. PERFORMANCE VERIFICATION

22.1. 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.

23. DISCLAIMER

23.1. 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.

23.2. The ASEZCo has no liability towards the bidders in connection therewith.

23.3. Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid.

23.4. 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.

23.5. 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.

23.6. 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.

23.7. 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.

24. ABSENCE OF OBLIGATION

24.1. 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.

25. COMMUNICATION

25.1. 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.

26. CONTRACTED PARTY DUE DILIGENCE

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

27. TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE

27.1. 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.

28. INDEMNITY

28.1. 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.

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

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

29.2. 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.

29.3. 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.

29.4. 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.

29.5. 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.

30. FRONTING

30.1. 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.

30.2. 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.

31. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

31.1. 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:

- d) 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.
- e) 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.
 - a) 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
 - b) 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.
 - c) 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.
 - d) Has in the past engaged in any matter referred to above.
 - e) 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.

32. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

32.1. 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.

32.2. 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.

33. COPYRIGHT AND INTELLECTUAL PROPERTY

33.1. 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).

33.2. 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.

33.3. Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.

33.4. All background intellectual property (existing prior to this contract) vests 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.

33.5. 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.

33.6. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract vests 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.

33.7. 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.

33.8. 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.

33.9. 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.

33.10. 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.

33.11. 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

34. CONFIDENTIALITY

34.1. 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.

34.2. 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.

34.3. 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.

34.4. 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.

34.5. 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

34.6. 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.

34.7. 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.

35. FORCE MAJEURE

35.1. "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.

35.2. 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.

35.3. 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.

