

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

REQUEST FOR PROPOSAL (RFP)

To:	The Bidder
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BID PARTICULARS

Project Description	Appointment of a Freshwater Ecologist Specialist for Aquatic Assessment to the Atlantis Special Economic Zone SOC Ltd (Zone 3) ERF 335		
Bid Enquiries	Supply Chain Management	scm@atlantissez.co.za	
Specifications Enquiries	Supply Chain Management	scm@atlantissez.co.za	
Bid Reference	RFP 011 2025		
Bid Submission	Please return your quotation to scm@atlantissez.co.za on or before the closing date and time. Late submissions will NOT be considered for evaluation.		
Bid Closing Date	24 March 2026	Bid Closing Time	12 h00

1. INTRODUCTION

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.

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. SPECIFICATIONS

2.1 The Atlantis Special Economic Zone Company (ASEZCo) seeks to engage the services of a qualified **Freshwater Ecologist/ Aquatic Specialist** to provide an Aquatic Assessment and support services related to the wetland located in Zone 3 (ERF 335). It is anticipated that the project process should take at least six (6) months. This specialist will provide supporting services to the environmental practitioner leading the Environmental Impact Assessment and Water Use License Application on behalf of the ASEZCo.

2.2 Background

The ASEZCo's mission is to become Africa's leading, globally competitive, export-orientated Greentech manufacturing zone and a Living Lab demonstrating the highest standards of good governance, low carbon, and resource-efficient economic development, and social inclusion.

2.3 Scope of work

Key deliverables include, but are not limited to:

The appointed **Aquatic Study Specialist** shall be responsible for undertaking a comprehensive aquatic assessment and providing environmental support services for the duration of the appointment. The scope of work shall include, but not be limited to, the following:

- Conduct an Aquatic Assessment, including a detailed site visit, site assessment, and site verification to confirm the presence, extent, condition, and sensitivity of aquatic and freshwater features within the study area.
- Undertake a Freshwater Impact Assessment to identify and assess potential impacts of the proposed activities on aquatic ecosystems during the construction and operational phases.
- Assess compliance with applicable Department of Water Affairs (DWA) and Department of Environmental Affairs and Development Planning requirements, guidelines, and relevant water-related legislation.
- Apply an appropriate Risk Assessment Matrix to evaluate the significance of identified impacts, including likelihood, consequence, and risk rating.
- Review relevant environmental documentation, including existing Environmental Authorisations, Environmental Management Programmes (EMPRs), and associated environmental reports.
- Provide specialist input into the overall Environmental Impact Assessment and Water Use License Application, including impact significance, mitigation measures, and monitoring requirements.
- Recommend practical mitigation, management, and monitoring measures to minimise impacts on aquatic resources and ensure regulatory compliance.

The independent **Freshwater Ecologist** will support and work in close collaboration with the ASEZCo Sustainable Infrastructure and Zone Operations Unit and the appointed environmental practitioner to advise both the ASEZCo and service providers on permitting related options and environmental best practice, and potentially assist project planning that can influence environmental conditions via recommendations for the implementation of appropriate mitigation and/or avoidance measures due to development on site. The independent service provider will assess compliance and provide feedback on potential environmental problems.

In addition, the specialist may be required to:

- Support implementation of all environmental aspects as per the ASEZCo's responsibility for the implementation of the environmental authorizations and EMP's requirements.
- Provide independent and professional advisory services to the ASEZCo, its tenants, and potential investors on matters pertaining to environmental management.
- Assist in preparing submissions for approval by relevant authorities for the sites where development is to occur – note this may not be limited to environmental permits alone, but also to environmental context in other permitting processes.
- Notify ASEZCo of any partial or non-compliance issues.
- The consultants will be engaged for a six (6) months advisory contract. This may be extended for additional months by mutual agreement.

3. SKILLS REQUIRED

The Specialist must have relevant environmental knowledge and experience. The consultant must have the following skills:

- Have proven expertise and experience in environmental auditing and independent professional advisory services.
- Have proven track record of advising on compliance to environmental legislation and processes.
- Display understanding of the relevant environmental legislation and processes.
- Have expertise in compliance reporting, and the implications of partial and non-conformance.
- Knowing and understanding the Atlantis and surrounding regions through previous work will be an advantage.
- Experience with respect to industrial type developments and the environmental aspects thereof will be an advantage.
- The specialist must be appropriately registered as an Environmental Assessment Practitioner (EAP), with proof of registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA) and as a professional natural scientist – environmental science specialization with the South African Council for Natural Scientific Professions (SACNASP).

4. DELIVERABLES

- Desktop review and planning, including the review of Environmental Authorizations, Environmental Management Programmes (EMPr), GIS data, applicable legislation, and Department of Water and Sanitation (DWS) guidelines.
- Aquatic and wetland assessment, comprising field assessments and evaluation of ecological sensitivity and condition.
- Freshwater impact assessment for proposed activities.
- Application of a risk assessment matrix and impact significance rating.
- Department of Water Affairs (DWA) compliance review and provision of specialist input.
- Compilation of an aquatic specialist report and contribution to the overall environmental assessment.
- Preparation of a review and audit report, where required.
- Provision of ongoing environmental support and advisory services, as required over a six-month period.

5. COST PROPOSAL

- Service providers must submit a detailed cost breakdown, including all travel and disbursement costs for the full duration of the project.
- The cost proposal must include all expenses associated with delivering the project as outlined in the scope of work.
- Pricing must be fully inclusive of all costs to be incurred in delivering the required services.
- All prices must be inclusive of VAT (where applicable for VAT-registered bidders).
- Prices must include all costs necessary to render/deliver the goods or services specified above
- No variation in the contract price will be permitted after submission.
- An official quotation on the company letterhead must be attached.
- Price validity period: Sixty (60) days from the date of bid closure.

6. COMPLIANCE REQUIREMENTS FOR A VALID BID

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

- 6.1.1 Bidders must submit a detailed proposal demonstrating a clear understanding of the scope of work and must also include a comprehensive cost proposal, which must be submitted before the bid closing date.
 - 6.1.2 Bidders must be registered on Central Supplier Database (CSD) and have an active status on or before the closing date and time of the bid.
 - 6.1.3 WCBD-4 form (attached) completed and stamped, signed and dated by a commissioner of oaths, and must be valid for 12 months.
 - 6.1.4 Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4 for each party.
 - 6.1.5 **Company Track Record:** The bidder must have successfully completed **five (05) or more projects** in Freshwater/ Aquatic studies. Acceptable evidence must be provided in the form of reference letters from previous clients, which must:
 - Be on the client's official letterhead
 - Include a clear description of the project undertaken
 - Provide contactable reference details
 - 6.1.6 **Qualifications of Key Personnel:** The Specialist must have NQF Level 8 and be registered with the South African Council for Natural and Scientific Professions (**SACNASP**) in a relevant category of practice as a professional natural scientist, with relevant experience in freshwater ecological science. be registered with SACNASP. Copies of qualifications and proof of registration to be provided.
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- 6.1.7 **Experience:** Proven experience with the focus of working with wetlands or similar freshwater projects in the environmental sector and Water Use Application processes with the department of Water and Sanitation. The assigned personnel must have experience in environmental auditing and independent professional advisory.

The bidder must provide proof of qualification and evidence of personnel who will support the project, such as a detailed CV demonstrating expertise and experience.

7. SERVICE PROVIDERS PROPOSAL

7.1 Bidders must submit a detailed proposal demonstrating a clear understanding of the scope of work and the methodology for executing the project, include but not limited to;

7.1.1 A cost proposal inclusive of all costs related to the execution of the project

7.1.2 A company profile detailing the bidder's experience where work similar to the specifications has been undertaken. Company profile must be accompanied by at least 3 reference letters, from previous clients.

7.1.3 Proof of qualification and CV demonstrating expertise and experience. Evidence of personnel who will support the project, such as a detailed CV demonstrating expertise and experience.

8. LATE BID SUBMISSIONS

Late submissions will NOT be considered for evaluation.

9. EVALUATION METHODOLOGY

Bids shall be evaluated in terms of the following phases:

Phase 1 - Compliance Checking

The bidder must meet all requirements listed under Section 6: Compliance Requirements for a bid to be considered valid. All required documents must be submitted, duly completed, and signed where applicable. Only bidders who are found to be fully compliant and responsive at this stage will proceed to the next phase of evaluation, on price and preference.

Phase 2: 80/20 Preference Points System

Only Bidders responsive bids will be 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.

10. DURATION OF CONTRACT

The commencement date of the agreement will be from the date the agreement is signed and will remain in place until the project is completed

11. REPORTING AND MONITORING

The service provider will be expected to provide the AZSEZ with the below:

- **Monthly Environmental Audit Reports**
Submit a comprehensive Environmental Control Specialist audit report following each site inspection. The report must include a summary of findings, photographic evidence, and an assessment of compliance with the Environmental Authorizations and the Environmental Management Programme (EMPr). Recommendations for corrective actions or improvements must be provided. All reports must be submitted to the ASEZCo Project Team for review and feedback.
- **Site Inspection Reports**
Conduct and document one comprehensive site inspection per month for the duration of the construction phase. The contracted Environmental Specialist must be involved to ensure a thorough evaluation. Any environmental issues or non-compliance observed must be recorded, supported by photographic evidence, and included in the report.
- **Regulatory Compliance and Advisory Reports**
Provide independent professional advisory services, including permitting-related options and environmental best practices for ASEZCo and service providers. Reports must track progress with environmental compliance, highlight potential risks and non-conformances, and propose mitigation strategies. Compliance with ASEZCo Environmental Authorizations, Generic EMPr registration, and all legislative requirements must be ensured and reported on.
- **Incident and Non-Compliance Notifications**
ASEZCo must be notified immediately of any partial or full non-compliance with environmental regulations. Incident reports should include details of the non-compliance, root causes, and proposed corrective actions. Support must be provided in implementing corrective measures to ensure compliance with environmental regulations.
- **Stakeholder Engagement and Consultation Reports**
Maintain records of meetings and consultations with ASEZCo, contractors, and regulatory bodies. Updates must be provided on environmental issues, project planning recommendations, and mitigation measures. Where applicable, reports must include submissions made to authorities regarding environmental permits and related approvals.

All reports and documentation will be submitted electronically, with no printing required.

Meetings will be conducted virtually, unless an in-person meeting is necessary due to project requirements.

12. JOINT VENTURE / CONSORTIUM / TRUST

- 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.
- 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.
- 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.

13. REGISTRATION ON SUPPLIER DATABASES

- Prospective bidders must be registered on the CSD at the time of bid closure.
- All prospective bidding agencies that are not registered on the CSD are requested to self- register on www.csd.gov.za.
- Registration on databases and compliance of tax status will be verified at the time of the award.
- 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.

14. CONTRACTUAL ASPECTS

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

15. LOCAL LABOUR / EMPLOYMENT

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

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

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

16. PERFORMANCE VERIFICATION

- 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.

17. DISCLAIMER

- 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.
- 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.
- 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.
- 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.
- It must be noted that the Atlantis Special Economic Zone reserves its right to:
Award the tender to a bidder other than the highest scoring bidder where objective criteria allow.
 - To reject the lowest acceptable tender received; and/or
 - Cancel this tender.

18. ABSENCE OF OBLIGATION

- 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.

19. 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.

20. 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.

21. 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.**

22. 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.

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

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

24. FRONTING

- 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.
- 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.

25. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- The ASEZCo reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the ASEZCo or any other organ or entity and whether from the Republic of South Africa or otherwise:
 - a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
 - b) Seeks any assistance, other than assistance officially provided by an ASEZCo, from any employee, advisor or other representative of a ASEZCo in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the ASEZCo employees, advisors or other representatives.
 - c) Makes or offers any gift, gratuity, anything of any value or other inducement, to any ASEZCo, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to an entity
 - d) Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to an entity.
 - e) Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to an entity.
 - f) Has in the past engaged in any matter referred to above.

g) Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidding agency, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

26. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 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.
- 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.

27. COPYRIGHT AND INTELLECTUAL PROPERTY

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

- 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.
- The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective

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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.

- 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.
- 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

28. 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'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.
- 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.
- The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:
 - d) 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;
 - e) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
 - f) 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
 - g) 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.
- The recipient shall within one (1) month of receipt of a written request from the ASEZCo to do so, return to the ASEZCo

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all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

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

29. FORCE MAJEURE

- "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.
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- 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.
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- 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.

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NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

*Please refer to the 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	
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PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

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“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
- (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?			NO	YES	
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?			NO	YES	
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?			NO	YES	

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT
This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price” means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \\
 & \text{or} &
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.