



INVITATION TO BID

BID DESCRIPTION

RE-ADVERTISEMENT

PANEL: LEGAL SERVICES SUPPORT FOR THE ATLANTIS SPECIAL ECONOMIC ZONE (ASEZCo) FOR A PERIOD OF 3 YEARS

Bidder Name:		
Number:	ASEZ 002/2022 CS	
Closing Date:	8 August 2022	
Closing Time:	12:00	
Briefing Session:	No	
Date:	Not Applicable	
Venue:	Not applicable	
Address:	Not applicable	
Contact Person:	Not applicable	
Bid Box Address	Tender Box at the South African Reserve Bank, 60 St Georges Mall, Cape Town Weekdays 08:00am – 16:00pm	
Envelope Addressing	On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address	
Enquiries are directed in writing to:		
Section:	Supply Chain Management	Technical Section
Contact person:	Rayyan Arnold	Fredelaine Brand
Email address:	rayyan@atlantissez.co.za	fredelaine@atlantissez.co.za

TABLE OF CONTENTS

INVITATION TO BID (SBD 1)	3
CONTRACT ORGANISATION	3
SUMMARY OF BID REQUIREMENTS	3
SUPPLIER INFORMATION	4
BID SUBMISSION	5
TAX COMPLIANCE REQUIREMENTS	5
THE CONTEXT/NEED FOR THIS PROCUREMENT	6
THE BID PREPARATION NOTES	6
THE BIDDER PROCUREMENT SELECTION PROCEDURE	8
SPECIFICATION OF BIDDER COMPETENCIES FOR EVALUATION	9
CONTRACT WORK AND CONDITIONS	14
INTERNAL UNIT MANAGING THIS BID	14
CONTRACTED WORK	14
CONTRACT PERIOD	14
SPECIAL CONTRACT CONDITIONS	15
GENERAL CONDITIONS OF CONTRACT	17
RETURNS	30
SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	30
SBD 6.1 - PREFERENCE POINTS CLAIMED	32
SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES	36
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	36
TEMPLATE A: COMPANY/ENTITY PROFILE template	38
Template B: PROJECT EXPERIENCE/REFERENCE	40
BID SIGNATURE (SBD 1)	44

INVITATION TO BID (SBD 1)

Bid number	ASEZ 002 2022 CS	
Closing date and time	3 August 2022 at 12:00	
The ASEZCo recognises the date and time as recorded on its systems for closure purposes.		
CONTRACT ORGANISATION		
The Atlantis Special Economic Zone SOC LTD (ASEZCo), established in terms of the Special Economic Zone Act 14 of 2014 as the juristic legal entity that will contract with the awarded bidder. Please visit the ASEZCo website (https://www.atlantissez.com) for more information.		
SUMMARY OF BID REQUIREMENTS		
<p>The intention of this bid is the appointment a panel of suitably qualified and experienced law firms, duly registered employing admitted practising attorneys as detailed herein below, and to render professional legal services for a variety of legal services as described in this document to ASEZCo as and when required for a period of 3 years from date of award.</p> <p>The scope of the work will be determined from time to time and suitable bidders will be selected from the panel and asked to quote. Appointment to the panel is not a guarantee of any work. The services will be required on an as needed (ad hoc) basis. The law firms will be appointed to the panel for a period of three (3) years and which may be renewed for a further 2 years at the sole discretion of the ASEZCo.</p>		
Number of original bid documents for contract signing	1	
Electronic evaluation copy	1 electronic document (1 x secured pdf for technical review) supplied on a memory stick	
<p>Note: "Secured Pdf" reflects the word "secured" in the title and cannot be amended by anyone other than the originating bidder including conversion to Word document format. Legislation requires all SBDs to be hand-written/ hand completed with no changes to the forms. Mode of sending is physical delivered package to the tender box.</p> <p>Any bid received not meeting these requirements cannot be accepted during the lockdown as they are equivalent to bids submitted in pencil as against unchangeable ink.</p>		
Two envelope system	No	
Price validity period from date of closure	One hundred and twenty (120) days	

SUPPLIER INFORMATION					
Name Of Bidder					
Postal Address					
Street Address					
Telephone Number					
Code		Number			
Cell Phone Number					
Code		Number			
Facsimile Number					
Code		Number			
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN			Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]		

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).

BID SUBMISSION

Instructions to Bidders

1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the ASEZCo and the panel member.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.
5.	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
6.	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a

	separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

THE CONTEXT/NEED FOR THIS PROCUREMENT

The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) is a multi -government investment project focused on stimulating investment in manufacturing and services in the green and clean technology space. Special Economic Zones (SEZs) are key tools used by South Africa's government for driving industrial and economic development. Within SEZs, cluster industries from a particular sector locate in geographically designated areas to get the benefits of scale and colocation. SEZs are governed by the SEZ Act (No. 16 of 2014) and are supported by a range of incentives aimed at attracting foreign and local investment.

The ASEZCo's overarching mandate is to facilitate the required infrastructure and to attract key investors in the Greentech industry, in order to foster and grow the Green Economy within the Western Cape, whilst enhancing the local economic environment and job opportunities and creating an integrated and sustainable future for Atlantis.

The ASEZCo is a PFMA listed 3 D, state-owned company established in terms of Section 25 of the Special Economic Zones Act (Act 16 of 2014)

THE BID PREPARATION NOTES

Clarification
If the bidder wishes to clarify aspects of this request, they can contact the officials listed under the enquiries section above.

Response preparation costs
The ASEZCo is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

Counter proposals
No counter proposals are accepted.

Single envelope system
All responses must be submitted in one sealed envelope/box; which will have the technical, compliance and BBBEE response. As this tender only evaluates and appoints on technical capability, pricing will not be evaluated. Price evaluations will be made post tender award, and will be based on requesting quotes from relevant panellists to provide quotes for specific work/ projects relating to their/ a specific discipline/ category.

Collusion, fraud and corruption
Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

Fronting
The ASEZCo supports the Government's broad based black economic empowerment initiatives recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, The ASEZCo condemns any form of fronting. The ASEZCo's evaluation

committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Bidders must ensure that fronting does not exist. Should the ASEZCo suspect any form of fronting, the bidder is given 7 days from date of notification to provide evidence that such fronting does not exist. The ASEZCo, upon confirmation of fronting, will invalidate the bid or any contracts entered into with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies The ASEZCo may have against such a bidder.

Disclaimers

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.

General definitions

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“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;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the ASEZCo for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the ASEZCo;

“EME” means an Exempted Micro Enterprise 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;

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

“Proof of B-BBEE status level of contributor” means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise 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.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

THE BIDDER PROCUREMENT SELECTION PROCEDURE

Stage 1 – Verification of the ability and capacity of a bidder to provide the services in accordance with contract as set out in the bid documents.

Responsive to submission requirements

Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The ASEZCo's evaluation committee will disqualify non-responsive submissions.

Meeting technical specifications

The ASEZCo's evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications and thresholds set out in this document.

Stage 2 – Award and Contract Signing (this stage is not guaranteed and will be done post selection to the panel)

This stage will be done post tender award and will be project and deliverable specific

A bid contract may be awarded (post approval by the ASEZCo's Delegated Authority) to a successful panel member that met the technical requirements of this bid. Quotes may be requested from relevant panellists for specific work/ projects relating to their/ a specific discipline/ category.

Cancellation of the bid prior to award

The ASEZCo reserves the right to cancel this bid invitation prior to making an award where

- a) Due to changed circumstances there is no longer a need for this procurement, or
- b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the market price range determined by the ASEZCo or the budget allocated by the ASEZCo to this procurement.

SPECIFICATION OF BIDDER COMPETENCIES FOR EVALUATION

DETAILED SPECIFICATION

The tender shall include legal services to be rendered by suitably qualified and experienced law firms as detailed herein below, and to render professional legal services for a variety of legal services as described in this document to the ASEZCo as and when required for a period of 3 years from date of award.

The ASEZCo intends to appoint suitable law firms with admitted practising attorneys who shall render legal and advisory services in respect of the various categories of legal services as described in this document. Instructions for the rendering of the nature of the legal services will be issued when required from time to time.

Legal services required in terms of this tender are divided into the following areas and bidders are expected to select (tick) the category they are bidding for:

No	Categories	Tick
1.	Corporate Commercial Law	
2.	Energy Law	
3.	Property law	
4.	Public Law	
5.	Competition Law	
6.	Project Law	
7.	Employment Law	
8.	Regulatory Law	
9.	Environmental Law	
10.	Administrative Law	

The legal services required refer to legal expertise in the above-mentioned fields, with the additional details listed under section 2, below:

- 1.1 General legal advisory services in the following fields/categories including litigation services at courts of jurisdiction, mediation, arbitration or other relevant forums
 - 1.1.1 Public and Municipal Law
 - 1.1.2 Infrastructure, Energy & Project Law
 - 1.1.3 Building and/or Construction and/or Engineering Law
 - 1.1.4 Town Planning and Environmental Law
 - 1.1.5 Labour & Employment Law
 - 1.1.6 Supply Chain Management
 - 1.1.7 Tax Law

Bidders are required to be competent and experienced in all aspects related to the specific area of the law in which the bidder is making an offer.

1.2 Property Law, Conveyancing and Notarial Registrations: General and Specialised

- Services are required in respect of all aspects of property law and conveyancing from preparation and signing of deeds/agreements, negotiation of final terms of the deeds/agreements, up to and including the registration and transfer of land and land rights (notarial registrations) in the Deeds Registration Office.
- The bidders must have been involved in commercial property transactions ranging from basic lease and sale transactions to advanced transactions such as complicated commercial/industrial transactions. The latter transactions often include a range of planning; environmental and other development related legislative requirements. Conveyancers should have a good understanding of applicable legislation.

Due to its nature, ASEZCo is governed by specific legislation, including but not limited to:

- Special Economic Zones Act 16 of 2014
- Regulations made in terms of section 41 of the Special Economic Zones Act, 2014 (act no. 16 of 2014)
- Public Finance Management Act 1 of 1999
- Companies Act 71 of 2008
- Treasury Regulations for departments, trading entities, constitutional institutions and public entities issued in terms of the PFMA

The bidder will be required to demonstrate expert levels of experience and competence to provide the required support as outlined above.

EVALUATION CRITERIA

Functionality

A bidder that scores less than 75 points out of 100 as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who meet the minimum functionality score (paper-based functionality evaluation) will be appointed to the panel and may be contracted via a separate request for quotation. Note Each individual CV will be scored and combined with score for the overall company CV.

Functionality evaluation will be based on the following criteria:

EVALUATION CRITERIA

(BIDDERS MUST COMPLETE THE TEMPLATES A, B AND C IN ORDER TO BE CONSIDERED FOR EVALUATION. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION)

BIDDERS MUST MEET MINIMUM THRESHOLD IN ORDER TO QUALIFY THE FUNCTIONALITY

NO	CRITERIA	WEIGHT
	<p><u>Human resources capacity:</u></p> <p>The service provider should submit evidence for requirements listed below.</p>	
1	<p><u>Qualifications – Team Leader (Minimum of at least one person if bidding for this e.g. Managing Partner/Director)</u></p> <p>a. LLB or BProc with 10 or more years of post-admission as an attorney (15 points)</p> <p>b. LLB or BProc with 7 years experience of post admission as an attorney (10 points)</p> <p>c. LLB or BProc with 5 years experience of post admission as an attorney (7 points)</p> <p><u>Senior Associate - as follows:</u></p> <p>a. LLB or BProc with 5 or more years of post-admission as an attorney (8 points)</p> <p>b. LLB or BProc with 3 years experience of post admission as an attorney (6 points)</p> <p>c. LLB or BProc with 2 years experience of post admission as an attorney (4 points)</p> <p><u>Candidate Attorney - as follows:</u></p> <p>a. LLB or BProc with 2 years experience (4 points)</p> <p><u>Paralegal - as follows:</u></p> <p>a. LLB or BProc with 5 years experience (8 points)</p> <p>b. LLB or BProc with 3 years experience (6 points)</p> <p>c. LLB or BProc with 2 years experience (4 points)</p> <p>Please refer to template C for completion information to be used in this scoring. Failure to</p>	35

	complete and submit templates will result in disqualification.	
2	<p><u>Local Office</u></p> <p>The bidders local base of operations to service the work for which they are bidding in the ASEZCo</p> <p>a. Atlantis based (Atlantis, Pella, Witsand and Mamre) (10 points)</p> <p>b. City of Cape Town (8 points)</p> <p>c. Western Cape (6 points)</p> <p>d. National (4 points)</p> <p>Please refer to template A for completion further in this document. Failure to complete and submit templates will result in disqualification.</p>	10
3	<p><u>Proven Record of the Company</u></p> <p>Capacity, Skills & Law Firm establishment: (sections a-e below must be responded to)</p> <p>a) Valid membership with the Legal Practice Council of South Africa. Proof of registration must be submitted with the registration number with a copy of a valid Fidelity Fund Certificate (16 points)</p> <p>b) Operational business premises, physical and postal address, landline, cellphone number, email address (5 points)</p> <p>c) Business profile and official website (5 points)</p> <p>d) Three sets of latest Audited Financial Statements for the last three years (9 points)</p> <p>e) Relevant firm experience. Attach previous appointment letters and reference letters from previous and current clients.</p> <ul style="list-style-type: none"> • 5 or more appointment letters and letters of reference (20 points) • 4 appointment letters and letters of reference (17 points) • 3 appointment letters and letters of reference (15 points) • 2 appointment letters and letters of reference (10 points) • 1 appointment letter and letter of reference (5 points) <p>Please refer to template A and B for completion information to be used in this scoring. Failure to complete and submit templates will result in disqualification.</p>	55
	TOTAL	100
	Minimum threshold for functionality	75

APPROACH AND METHODOLOGY

The bidder must provide a detailed and comprehensive proposal that demonstrates thorough understanding of the above evaluation criteria. As this tender is to be part of a panel of prequalified law firms, the bidder must clearly demonstrate the law firm's capability and experience to execute the work.

QUALIFICATIONS AND EXPERIENCE

Refer to the evaluation criteria above per category for the required qualification requirements and relevant experience criteria.

REFERENCES

REFER TEMPLATE B

Five (5) written references, per supply relationship, with contact details for those clients for whom the

bidder has completed work within the last thirty six months (36 months) that meets the minimum threshold of “Meets requirements.”

Provide three (3) contactable references for similar projects conducted within the past 5 years for a client of comparable size and complexity.

NB: The reference letters must be in the letterheads of the clients and must clearly indicate the scope of the work completed.

RETURNABLE DOCUMENTS

A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

Document description	Returnable document (Mandatory / optional)	Criteria (All criteria are weighted equally to each other)
Certified B-BBEE certificate	Optional	Has the bidder met the pre-qualifications?
Signed SBD 6	Mandatory	Has the bidder claimed preference points?
Signed SBD 4	Mandatory	Has the bidder declared all interests including in any organ of state?
Signed SBD 8	Mandatory	Has the bidder conducted an ethical procurement?
Signed SBD 9	Mandatory	Is there evidence of price collusion performed by the bidder?
Signed SBD 3	Mandatory	Has a separate envelope been provided with the price schedule inside?
Signed SBD 1	Mandatory	Has the bid document been signed on the last page as evidence the bidder has read and agreed to the conditions?
Template A: Company/Entity Profile Template	Mandatory	Bidders will be evaluated on Template A. Failure to submit Template A will result in disqualification
Template B: Project Experience/Reference	Mandatory	Bidders will be evaluated on Template B. Failure to submit Template B will result in disqualification

Template C: Personnel / CV Template	Mandatory	Bidders will be evaluated on Template C. Failure to submit Template C will result in disqualification
Valid membership with the Legal Practice Council of South Africa	Mandatory	Proof of registration must be submitted with the registration number with a copy of a valid Fidelity Fund Certificate
Company Registration Documents	Mandatory	Proof of company registration must be provided by submitting your CIPC registration documents
Qualifications	Mandatory	All qualifications pertaining to personnel CV's must be submitted
Audited Financial Statements	Mandatory	Is company operationally and financially sound
Appointment letters and letters of reference	Mandatory	To establish previous record with clients as a company

CONTRACT WORK AND CONDITIONS

INTERNAL UNIT MANAGING THIS BID
The ASEZCo's Legal Department manages this contract.
CONTRACTED WORK
Upon award of this tender, successful bidders will be notified electronically via email that they have been successful and are on the panel. This tender is based on an 'as and when required basis' and an SLA may be signed with a bidder for a specific work to be completed (contract) on the basis of separate quotation and scope of work, if requested. Appointment to the panel is not a guarantee of work. Some of the conditions of this contract will only be applicable on award of a project. This contract should read in that context.
CONTRACT PERIOD
The contract period for this bid is three (3) years.

SPECIAL CONTRACT CONDITIONS

Performance verification

The ASEZCo's Company Secretary shall ensure that the performance of this contract in terms of services, delivery service, labour and any other element specified in this contract is at the contracted performance level with the represented bidder. Both parties shall verify this through signing the verification documentation.

Termination of contract due to non-performance

In the event of the 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 shall be obliged to settle the damages/additional costs that the ASEZCo may have incurred as result of the non-performance of the appointed bidder.

Occupational Health and Safety when working on the ASEZCo's sites:

In the event where the bidder may be required to work on the ASEZCo site, all its personnel performing work on the site/s as part of this contract will be responsible to obtain safety induction.

Over and above the obligations provided by the Act, the contracted party shall meet with all the relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including hand sanitising stations, temperature monitoring, face masks as per Department of Health's specification, closed safety shoes, hard hats, height safety equipment, and high visibility vests shall be 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, shall be 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 shall perform all work complying with the provisions of the Occupational Health and Safety Act.

To this end, the contracted party shall make available to the ASEZCo the valid Letter of Good Standing in terms of the COID Act and shall ensure that its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the ASEZCo drafts.

Each member of the contracted party's team must submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

The contracted party will also be responsible for adhering to all Covid 19 regulations in the workplace or any ASEZCo site.

Management of performance levels on individual projects

1 Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing appended to this contract document and that does not contradict this document when issued as part of the bidding procedure.

1.1 Where both parties agree to variation of these, both parties sign the revision and appended it to this contract document.

1.2 The appointed third party and the ASEZCo's Company Secretary measure delivered performance against these performance levels.

1.3 Where ASEZCo has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.

1.4 Both parties will monitor the corrective actions.

1.5 Both parties will assess the applicability of penalties to the incurred poor performance and apply these.

Contracted Party Due Diligence

The ASEZCo has the right to conduct any required due diligence on the law firm, including site visits at any time during the contract period.

Communication:

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

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:

- Disclose the confidential information, directly or indirectly, to any person or entity, without the ASEZCo's prior written consent.
- 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
- Copy, reproduce, or otherwise publish confidentiality 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

- Disclose the confidential information to any third party, or

- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- 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:

- 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;
- Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- 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
- 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 all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- All written disclosures received from the ASEZCo;
- All written transcripts of confidential information disclosed verbally by the ASEZCo; and
- 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.

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

The Atlantis Special Economic Zone cannot amend the National Treasury’s General Conditions of Contract (GCC). The Atlantis Special Economic Zone therefore appends Special Conditions of Contract (SCC) providing specific information relevant to this bid to a GCC clause and Special Conditions specific to this bid contract not part of the General Conditions of Contract. Whenever there is an unintended

conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.	
GCC1	Definitions - The following terms shall be interpreted as indicated:
1.1	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	“Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	“Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	“Day” means calendar day.
1.8	“Delivery” means delivery in compliance of the conditions of the contract or order.
1.9	“Delivery ex stock” means immediate delivery directly from stock actually on hand..
1.10	“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	“Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	“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.
1.13	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“GCC” mean the General Conditions of Contract.
1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty

	at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“ Local content ” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“ Manufacture ” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“ Order ” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“ Project site ”, where applicable, means the place indicated in bidding documents.
1.21	“ Purchaser ” means the organization purchasing the goods.
1.22	“ Republic ” means the Republic of South Africa.
1.23	“ SCC ” means the Special Conditions of Contract.
1.24	“ Services ” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	“ Written ” or “ in writing ” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	No additional standards required.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by

	the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	<p>Copyright and Intellectual Property</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to the Atlantis Special Economic Zone at the commencement of this contract.</p> <p>The contracted supplier grants the Atlantis Special Economic Zone a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that the Atlantis Special Economic Zone requires for the exploitation of the contract intellectual property and to enable the Atlantis Special Economic Zone to obtain the full benefit of the contract intellectual property, for this contract.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the Atlantis Special Economic Zone and to give effect to the foregoing:</p> <ol style="list-style-type: none"> 1. The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the Atlantis Special Economic Zone and the Atlantis Special Economic Zone hereby accepts such assignment, and <ol style="list-style-type: none"> 1. The contracted supplier undertakes to assign in writing to the Atlantis Special Economic Zone all contract intellectual property and which may invest in the contracted supplier. <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist the Atlantis Special Economic Zone in obtaining statutory protection for the contract intellectual property at the expense of the Atlantis Special Economic Zone wherever the Atlantis Special Economic Zone may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the Atlantis Special Economic Zone, or as the Atlantis Special Economic Zone may direct, and to support the Atlantis Special Economic Zone, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints the Atlantis Special Economic Zone 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 Atlantis Special Economic Zone, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall survive termination of this contract indefinitely.</p>
SCC5B	<p>Confidentiality</p> <p>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 Atlantis</p>

Special Economic Zone and after termination of its involvement with the Atlantis Special Economic Zone, the recipient shall not:

1. Disclose the confidential information, directly or indirectly, to any person or entity, without the Atlantis Special Economic Zone's prior written consent.
2. 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
3. Copy, reproduce, or otherwise publish confidentiality 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

1. Disclose the confidential information to any third party, or
 4. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

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:

1. Was independently developed by the recipient prior to its involvement with the Atlantis Special Economic Zone or in the possession of the recipient prior to its involvement with the Atlantis Special Economic Zone;
2. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
3. 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 Atlantis Special Economic Zone, or
4. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the Atlantis Special Economic Zone 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 Atlantis Special Economic Zone all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

1. All written disclosures received from the ASEZCo;
5. All written transcripts of confidential information disclosed verbally by the Atlantis Special Economic Zone; and
6. 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

	<p>information by either party pursuant to this contract.</p> <p>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.</p>
SCC5C	<p>Protection of Private Information</p> <p>The supplier 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 supplier gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	<p>The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="padding-left: 40px;">7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="padding-left: 40px;">7.3.2 a cashier's or certified cheque.</p>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7A	No performance security is required unless an upfront deposit is paid by ASEZCo over an amount of R1m.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in

	accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	No applicable
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	No applicable
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	As specified in the above specification section.
GCC11	Insurance
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11A	The awarded bidder is expected to have the relevant insurance for public liability (including product liability) and for professional indemnity per project commensurate to risks and scope.
GCC12	Transportation

12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC12	No applicable
GCC13	Incidental services
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC13	No applicable
GCC14	Spare parts
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p style="padding-left: 40px;">14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p style="padding-left: 40px;">14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
	No applicable
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC15	No applicable
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	Not applicable.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC17	Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, and spare parts.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall

	promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: <ul style="list-style-type: none"> 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.

23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p style="margin-left: 40px;">23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p style="margin-left: 40px;">23.6.2 The date of commencement of the restriction</p> <p style="margin-left: 40px;">23.6.3 The period of restriction; and</p> <p style="margin-left: 40px;">23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure

25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, 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.
25.2	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
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

RETURNS

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of provinces; or Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, 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 State; and/or

The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of	

companies, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the Atlantis Special Economic Zone in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule.	
Do you or any of the directors/ trustees/ shareholders/ members of the company have	<input type="checkbox"/> Yes <input type="checkbox"/> No

any interest in any other related companies whether or not they are bidding for this contract?	
If so, furnish particulars as an attached schedule:	

SBD 6.1 - PREFERENCE POINTS CLAIMED

Preference points claim form for broad-based black economic empowerment (B-BBEE) status level of contribution in terms of the preferential procurement regulations 2017

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

2. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

2.1.1.the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

2.1.2.The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

1.2. Points for this bid shall be awarded for:

1.2.1.Price; and

1.2.2.B-BBEE Status Level of Contributor

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.3. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“**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;

“**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for

SBD 6.1 - PREFERENCE POINTS CLAIMED

the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“**EME**” means an Exempted Micro Enterprise 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;

“**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

“**prices**” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means:

1. B-BBEE Status level certificate issued by an authorized body or person;
2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3. Any other requirement prescribed in terms of the B-BBEE Act;

“**QSE**” means a qualifying small business enterprise 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;

“**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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

SBD 6.1 - PREFERENCE POINTS CLAIMED

	5	4	8
	6	3	6
	7	2	4
	8	1	2
	Non-compliant contributor	0	0

5. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contributor:=(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

SBD 6.1 - PREFERENCE POINTS CLAIMED

7. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business:

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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

SBD 6.1 - PREFERENCE POINTS CLAIMED

- (c) 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;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

Was any contract between the Bidder and any ASEZCo terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the Atlantis Special Economic Zone, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

1. Has been requested to submit a Bid in response to this Bid invitation;
2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

1. Prices;
2. Geographical area where product or service will be rendered (market allocation);
3. Methods, factors or formulas used to calculate prices;
4. The intention or decision to submit or not to submit, a Bid;
5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
6. Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

TEMPLATE A: COMPANY/ENTITY PROFILE TEMPLATE

BID NO. ASEZ 002/2022/CS: PANEL: LEGAL SERVICES SUPPORT FOR THE ATLANTIS SPECIAL ECONOMIC ZONE (ASEZ) FOR A PERIOD OF 3 YEARS

COMPANY PROFILE

Company Details

Business Name:

Business Address:

Website:

Business/Company
contact person for
duration of panel

Name:

Designation:

Phone:

Mobile:

Email:

Where is the base of operations to support the Atlantis SEZ?

How long has the office where base of operations to support SEZ been in existence?

Permanent staff compliment at base of operations?

Company Overview:

XXXXXX was founded in XXXXX

Over the past XXXXX years XXXX has established itself as a

Our work covers XXXXXXXX

One page maximum (refer to supporting CV in annexures if necessary)

Areas of Expertise

Company Expertise (as per list of professional areas you are bidding for)	Years Of Experience And Capabilities
E.g. Property Law, Tax Law, Competition Law	Describe years of experience in this field, the scope of work and the range of work and capabilities (range of specialists related to this field, plus supporting skills) . Capabilities and range of work undertaken by company for this area of expertise

	<p>What makes you special?</p> <p>For each Company Expertise, complete three project references as outlined in Template B.</p>

TEMPLATE B: PROJECT EXPERIENCE/REFERENCE

BID NO. ASEZ 002/2022/CS: PANEL: LEGAL SERVICES SUPPORT FOR THE ATLANTIS SPECIAL ECONOMIC ZONE (ASEZ) FOR A PERIOD OF 3 YEARS

PROJECT EXPERIENCE

Company Name (stay same for all templates)	
Professional Expertise Area (e.g. Property Law, Tax Law, Competition Law, as per list in Template A):	
PROJECT REFERENCE 1 (Complete five only for each company expertise area your company is bidding for, numbered sequentially. Note if more than three included, only first three will be used for evaluation purposes.) Refer evaluation criteria section 3e, page 12.	
1. Client detail	List details below
1.1 Client Name:	
1.2 Client Contact person: (must be currently employed at the reference site)	Example J Louw Tel : e-mail:
2. Duration of Service delivery (start and end date or continuous situation)	
List start and end dates (yyyy-mm-dd)	
Project Type:	
Location of project:	Atlantis based (Atlantis, Pella, Witsand & Mamre) Cape Town Western Cape National
3. Description of the service that was rendered.	
3.1 Service description:	

TEMPLATE C: PERSONNEL / CV TEMPLATE

BID NO. ASEZ 002/2022/CS: PANEL: LEGAL SERVICES SUPPORT FOR THE ATLANTIS SPECIAL ECONOMIC ZONE (ASEZ) FOR A PERIOD OF 3 YEARS

CURRICULUM VITAE

Company Name:

Professional Expertise Area to which CV Applies (as per list in Template A):

Personal Information:	Surname	
	First names	
	Identity Number	
	Tax Number	
	Date of birth	
	Gender	
	Nationality	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	
Signature:		

Motivation:

In not more than 300 words, provide a short motivation as to why you should be considered for the ASEZCo panel

Expertise: (Demonstrate area of expertise)

<i>Date period</i>	Area of expertise	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
<i>Date period</i>	Area of expertise	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
<i>Date period</i>	Area of expertise	

	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
<i>Date period</i>	Area of expertise	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	

Years of professional experience

Years of experience as substantiated in the individual CV.

More than 10 years	
Between 7 and 10 years	
Between 5 and 7 years	
Between 2 and 5 years	
Less than 2 years	

Qualifications: (Certified copies of each qualification to be included in the pack) (Add entries if needed. Start from the most recent)

Qualification Awarded	
Name of Institution	
Date awarded	
NQF equivalent	
Qualification Awarded	
Name of Institution	
Date awarded	
NQF equivalent	

Membership of Professional Bodies:

Professional body	
Details of membership	
Dates	

Green accreditation:

Professional body	
Details of membership	
Dates	

Language skills: (for each language listed in the table please indicate the level of proficiency on a scale of one (1) for low to five (5) for high).

Mother Tongue – English

Language	Reading	Speaking	Writing
<i>[specify]</i>	<i>[enter level]</i>	<i>[enter level]</i>	<i>[enter level]</i>

References: (provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to the ASEZCo in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by the ASEZCo during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

I declare that during the bidding period did not have access to any ASEZCo's proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)