

REQUEST FOR PROPOSAL (RFP)

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

BID PARTICULARS

Project Description	Appointment of a Service Provider for the B-BBEE Verification for The Atlantis Special Economic Zone (ASEZCo) for a Period of 3 Years		
Bid Enquiries	Kayleen Swartz	scm@atlantiszez.co.za	
	021 495 4405		
Specifications Enquiries	Saadiqa Dangor	saadiqa@atlantiszez.co.za	
	021 495 4406		
	<i>*please note that staff work rotationally which could result in unanswered calls</i>		
Bid Reference	RFP 004 2024 CS		
Bid Submission	Please return your proposal to scm@atlantiszez.co.za , on or before closing date and time. Late submission of Bids will NOT be considered for evaluation.		
Bid Closing Date	8 November 2024	Bid Closing Time	11h00 am

1. INTRODUCTION

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

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

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



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

2. SPECIFICATIONS

- 2.1. The Atlantis Special Economic Zone seeks to appoint a credible service provider for the provision of B-BBEE verification services for the Atlantis Special Economic Zone (ASEZCo) for a Period of 3 Years

Background

The Broad-Based Black Economic Empowerment (BBBEE) verification services project aims to assess and certify businesses based on their adherence to South Africa's BBBEE regulations. These regulations are designed to promote economic participation and upliftment of previously disadvantaged groups through ownership, management, skills development, and procurement opportunities.

The **ASEZCo (Atlantis Special Economic Zone Company)**, which operates within South Africa's Special Economic Zone (SEZ) framework, focuses on attracting investment, fostering industrial development, and creating jobs, particularly in the green economy. BBBEE verification services will directly impact the ASEZCo's objectives by:

- **Attracting BBBEE-compliant businesses:** The certification helps the ASEZCo attract investors and businesses that align with South Africa's transformation agenda, enhancing inclusivity and broad-based economic development.
- **Supporting local empowerment:** By ensuring companies within the ASEZCo adhere to BBBEE principles, the project will strengthen local supplier development, employment equity, and skills development in Atlantis, contributing to the community's growth.
- **Ensuring compliance and investment attractiveness:** ASEZCo's ability to demonstrate BBBEE compliance makes it more attractive to government and private sector investments, fostering sustainable growth aligned with National economic transformation goals.

Overall, the BBBEE verification project ensures that the ASEZCo fulfills both its developmental and economic objectives, creating a more inclusive and competitive business environment.

2.2. Scope of work

The appointed service provider will be responsible for verifying ASEZCo's BBBEE status by assessing its compliance with the BBBEE Codes of Good Practice and providing recommendations for improvement. This process aims to ensure that ASEZCo meets the necessary BBBEE criteria, resulting in the issuance of an official verification certificate that confirms ASEZCo's recognition level.

The service provider will undertake the following tasks to ensure the successful implementation of the BBBEE verification process:

2.3.1 Verification of ASEZCo's BBBEE Status

- Assess ASEZCo's current BBBEE compliance status based on the applicable BBBEE Codes of Good Practice.
- Evaluate ASEZCo's contribution across key BBBEE elements, including ownership, management control, skills development, enterprise and supplier development, and socio-economic development.

2.3.2 Project Plan for Implementation

- Develop and present a comprehensive project plan detailing the methodology, timelines, and milestones for conducting the BBBEE verification.
The plan should include:
 - Understanding of ASEZCo's operations and specific industry context.
 - A breakdown of tasks, including document review, stakeholder interviews, and data analysis.
 - Identification of key personnel, resources, and tools to be used for the verification process.

2.3.3 Generation of the Verification Certificate

- After completing the verification process, generate a BBBEE verification certificate that confirms ASEZCo's BBBEE status and its recognition level.
- Ensure the certificate is compliant with the requirements of the Department of Trade, Industry, and Competition (DTIC) and can be used for procurement and reporting purposes.

2.3.4 The verification process will be divided into the following phases:

Planning Phase

Understanding ASEZCo's Operating Model and Context

- Engage with ASEZCo's key stakeholders to gain a deep understanding of its operations, sector-specific challenges, and its current BBBEE status.
- Collect and review all relevant internal documents, including financial records, employment data, supplier agreements, and other supporting evidence for BBBEE compliance.
- Outline any initial challenges or concerns that may affect the verification process.

Execution Phase

Project Plan Implementation

- Execute the project plan through a structured approach to BBBEE verification, including:

-
- Conducting stakeholder interviews and on-site assessments.
 - Verifying documents related to ownership, management control, skills development, and other BBBEE elements.
 - Identifying gaps and areas of non-compliance.
 - Implementation of the Verification Service
 - Complete the verification process by analyzing the collected data against the BBBEE scorecard.
 - Generate a score for the ASEZCo based on its performance in all BBBEE elements.
 - Collaborate with ASEZCo's management to address any concerns or discrepancies identified during verification.

Reporting Phase

BBBEE Certificate and Recognition Level

- Issue a BBBEE certificate that accurately reflects ASEZCo's BBBEE score and recognition level.
- Ensure the certificate is valid for one year from the date of issuance and meets all legal requirements for submission to government bodies, suppliers, and other stakeholders.

Gap Analysis Report

- Provide a detailed report outlining any gaps identified during the BBBEE assessment process.
- The report should include actionable recommendations on how the ASEZCo can improve its BBBEE score for future assessments.

Compliance Status Report

- Submit a comprehensive report on ASEZCo's current BBBEE compliance status, summarising all verification activities, the final BBBEE score, and compliance with each element of the BBBEE scorecard.
- Provide insights into any risks or challenges that the ASEZCo may face in maintaining or improving its BBBEE status in the future.

2.3. Deliverables

The service provider will deliver the following outputs upon completion of the BBBEE verification process:

- Project plan outlining the steps for BBBEE verification.
- BBBEE Verification Certificate - confirming ASEZCo's BBBEE status and recognition level.
- Gap Analysis Report - identifying areas of improvement for the ASEZCo.

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

-
- Final Compliance Report - summarizing the verification process, compliance status, and recommendations for sustaining BBBEE certification.

Timeline

The project timeline should include:

- a. Planning Phase
- b. Execution Phase
- c. Reporting Phase

Conclusion

The appointed service provider is expected to deliver an end-to-end BBBEE verification service for ASEZCo, from planning to final certification. The outcome will not only certify ASEZCo's BBBEE status but also provide valuable insights and recommendations for continuous improvement and long-term compliance.

2.4. COST PROPOSAL

Service Provider to submit pricing in the format below

(This table should be expanded where applicable)

No	Description	Quantity	Price
	<u>Deliverables</u>		
a.	Planning Phase – Year 1	20-hours	
	Planning Phase – Year 2	10-hours	
	Planning Phase – Year 3	10-hours	
b.	Execution Phase – Year 1	70-hours	
	Execution Phase – Year 2	50-hours	
	Execution Phase – Year 3	30-hours	
c.	Reporting Phase – Year 1	10-hours	
	Reporting Phase – Year 2	10-hours	
	Reporting Phase – Year 3	10-hours	
	Total Including VAT		

Note:

- **OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF THE BID**
- Please append an official quotation on your company letterhead as well.
- Pricing must be **inclusive of VAT**.
- Closing date is strictly 8 November 2024 at 11h00 am.
- **NO LATE SUBMISSIONS WILL BE ACCEPTED**

3. COMPLIANCE REQUIREMENTS FOR A VALID BID

- 3.1 Bidders that fail to adhere to any of the following, will be rendered non-responsive and will not be further evaluated
- 3.1.1 Bidders must submit proposals including the cost proposal (Section 2.5) inclusive of VAT before the bid closing date.
 - 3.1.2 A valid Tax Clearance Certificate must be accompanied as a supporting document.
 - 3.1.3 A bank confirmation letter must be accompanied as a supporting document
 - 3.1.4 Bidders must be registered on the Central Supplier Database (CSD) and have active status on or before the closing date and time of the bid. A valid CSD report must be accompanied as a supporting document.
 - 3.1.5 Bidders must submit a duly completed and signed declaration of interest - WCBD 4
 - 3.1.6 Each party participating in a Joint Venture or Consortium must be tax compliant and must provide a WCBD 4 for each party.
 - 3.1.7 Proof of bidders' base of operations: CIPC registration must be accompanied

4. SERVICE PROVIDERS PROPOSAL

- 4.1 The bidder must provide a detailed and comprehensive proposal that demonstrates thorough understanding of the above deliverable criteria. The bidder must clearly demonstrate the company's capability and experience to execute the work. A detailed proposal submitted such include but not limited to
- 4.1.1 Cost proposal (Section 2.5) inclusive of VAT
 - 4.1.2 Bidder to provide a company profile detailing the company's experience where work similar to the specifications. The proposal should demonstrate the service providers' expertise and relevant qualifications also include detailed CV's of the Key Personnel that will support the project
 - 4.1.3 A detailed Project Implementation plan and Methodology clearly indicating the proposed work phases and methods to be followed; Propose key milestones and activities timelines and the planned resources allocated to the timelines.
 - 4.1.4 Contactable references of previous work done, provide at least five(5) references with contactable numbers where a similar project was undertaken.
NB: The Reference Letter(s) must not be older than 5 years must be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the scope and quality of the service rendered.
 - 4.1.5 Bidders base of operations: CIPC registration must be accompanied

5. LATE BID SUBMISSIONS

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

5.2 A submission will be considered late if it arrives one second after 11:00 AM or any time thereafter. Bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid

6. EVALUATION METHODOLOGY

6.1 Bids shall be evaluated in terms of the following phases:

6.1.1 Phase 1 - Compliance Checking

Evaluation of documents cited in section 3. Documents must be submitted, duly completed and signed where required.

6.1.2 Phase 2 - Functionality Criteria

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

6.2 Functionality And Capability Requirements

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

NO	CRITERIA	WEIGHT	REFERENCE
1	Company Profile and Experience and Qualifications	45	
1.1	Bidder to provide a company profile detailing the company's experience where work similar to the specifications have been executed. - Company Profile must be accompanied = 15 points - Documents provided not aligned to the specifications of this RFP = 5 point	15	Par 4.1.2
1.2	Key Personnel: Detailed CV of the Key Personnel The service provider must show evidence of personnel that will support the	30	Par 4.1.2

	project. Team Leader • More than 8 years' experience with a Law, Business Management or Compliance Degree = 20 points • 5-8 years' experience with a Law, Business Management or Compliance Degree = 10 points • Less than 5 years' experience with a Law, Business Management or Compliance Degree = 5 points Team Members • 3+ years' experience with a Law, Business Management or Compliance Degree = 10 points • 1-2 years' experience with a Law, Business Management or Compliance Degree = 5 points • Less than 1 years' experience with a Law, Business Management or Compliance Degree = 1 point		
2	Methodology and Proposal	30	
2.1	Detail of Project implementation plan and Methodology should clearly indicate the following: i) The proposed work phases and methods to be followed. ii) Propose key milestones and activities timelines. iii) The planned resources allocated to the timelines • Excellent – project scope is comprehensively covered = 30 points • Good – meets some project scope requirements = 15 points • Unsatisfactory – not in alignment with the required project scope = 1 point		Par 4.1.3
3	Contactable References	15	
3.1	Bidders are required to provide at least five current references with contactable numbers where a similar project was undertaken. • 5+ References = 15 points • 3+ References = 10 points • Less than 3 references = 5 points		Par 4.1.4
4	Location	10	

4.1	The bidders local base of operations to service the work for which they are bidding in the ASEZCo • Atlantis based (Atlantis, Pella, Witsand and Mamre) = 10 points • City of Cape Town – 4 points • Western Cape = 2 points • National = 1 point		Par 4.1.5
-----	---	--	-----------

6.2.1 Phase 3: 80/20 Preference Points System

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

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

- A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and
- B-BBEE Certificate / Affidavit

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

6.2.2 OBJECTIVE CRITERIA

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

6. DURATION OF CONTRACT

The duration contract will be for a period of three (3) years.

- 6.1 The commencement date of the agreement will be from the date the agreement is signed and will remain in place for the duration of three(3) years.

7. REPORTING AND MONITORING

- 7.1 The service provider will be expected to provide the ASEZCo with the below:

The service provider will be required to maintain regular communication with ASEZCo throughout the BBBEE verification process. To ensure transparency, compliance, and effective project management, the service provider must provide the following:

7.1.1 Programme Management and Reporting - Submission of Update Reports:

After completing each phase of the BBBEE verification process, the service provider will submit detailed update reports to ASEZCo. These reports should include:

- Progress made during the specific phase (e.g., planning, execution, reporting).
- Any challenges or gaps identified.
- The actions taken to address these challenges.
- A summary of key findings and activities performed.

7.1.2 Verification Administration and Compliance:

- The service provider will ensure that all required documentation related to the BBBEE verification process is properly recorded and submitted in line with relevant regulations. This includes maintaining records of compliance with the Department of Trade, Industry, and Competition (DTIC) standards and any additional documentation required by the relevant verification bodies.

7.1.3 Daily, Monthly and Annual Project Activity Records:

- The service provider must maintain a detailed record of all activities related to the verification process, including meetings, document reviews, and stakeholder engagements. These records should be available for submission to ASEZCo for monitoring purposes.

7.1.4 Safe Storage of Company Data and Confidential Information:

- All documentation, including sensitive company data and any personal information related to the verification, must be securely stored. The service provider must ensure compliance with data protection laws, including the Protection of Personal Information Act (POPIA), ensuring that all records are protected from unauthorised access.

7.1.5 Final Close-Out Report, Comprehensive Impact Evaluation:

Upon completion of the BBBEE verification process, the service provider must submit a final close-out report. This report should provide an in-depth analysis of the verification outcomes, including:

- The final BBBEE score and recognition level assigned to ASEZCo.
- A summary of compliance across the BBBEE scorecard elements (ownership, management control, skills development, etc.).
- Any gaps identified during the verification process, including recommendations for improving future compliance and performance.
- A detailed explanation of how the verification aligns with ASEZCo's objectives and supports long-term transformation goals.

The final report will serve as a key document for ASEZCo's internal and external stakeholders, providing evidence of compliance and offering strategic insights into future BBBEE initiatives.

8. JOINT VENTURE / CONSORTIUM / TRUST

- 8.1 A joint venture, consortium or trust will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.
- 8.2 Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The ASEZCo will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortium arrangement.
- 8.3 Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortium arrangement.

9. REGISTRATION ON SUPPLIER DATABASES

- 9.1 Prospective bidders must be registered on the CSD at the time of bid closure.
- 9.2 All prospective bidding agencies that are not registered on the CSD are requested to self- register on

www.csd.gov.za.

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

10. CONTRACTUAL ASPECTS

- 10.1 The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- 10.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 10.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 10.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the ASEZCo.
- 10.5 The successful bidder may not assign its obligations.
- 10.6 The successful bidder must advise the CFO of ASEZCo immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

11. LOCAL LABOUR / EMPLOYMENT

- 11.1 Awarded bidders will be required to utilise local labour for employment (as appropriate)
- 11.2 The following to be actively considered/requested at time of project scoping:
- The provision of opportunities for Small, Medium and Micro- Business Enterprises (SMMEs).
 - The provision of work opportunities for local labour in the Atlantis and surrounding areas, including consideration for internships, job shadowing and work experience.

12. PERFORMANCE VERIFICATION

- 12.1 The ASEZCo's appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at

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

this time, agree on quantity, unit cost and total value on the same signed document.

13. DISCLAIMER

- 13.1 The ASEZCo has produced this document in good faith. The ASEZCo, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee, or endorsements to any third parties concerning the document. The ASEZCo has no liability towards the bidders in connection therewith.
- 13.2 Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The ASEZCo will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.
- 13.3 The ASEZCo reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the ASEZCo about a bidder that could put the ASEZCo at risk.
- 13.4 The ASEZCo reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.
- 13.5 It must be noted that the Atlantis Special Economic Zone reserves its right to:
- a) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow.
 - b) To reject the lowest acceptable tender received; and/or
 - c) Cancel this tender.

14. ABSENCE OF OBLIGATION

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

15. COMMUNICATION

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

16. CONTRACTED PARTY DUE DILIGENCE

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

17. TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE

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

18. INDEMNITY

- 18.1 The successful bidder will indemnify, protect, defend, and hold harmless the ASEZCo from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:
- a) Any claim of any taxes payable by the bidder.
 - b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.
 - c) Any claim by a third party including any employees of the ASEZCo or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants, or agents.

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

- 19.1 All personnel performing work on the ASEZCo's site/s as part of this contract are responsible to obtain safety induction.
- 19.2 Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment as per ASEZCo of Health's specification, closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.
- 19.3 The contracted party is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all the work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.
- 19.4 The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
- 19.5 The ASEZCo manages the contracted party in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions of the Act. Each member of the contracted party's team (including sub-contracted personnel), submits a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

20. FRONTING

- 20.1 The ASEZCo supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the ASEZCo strongly condemns any form of fronting.
- 20.2 The ASEZCo, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries / investigations in determining the accuracy of the representations made in bid documents / proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition (“dtic”), be determined during such enquiry / investigation, the onus will be on the bidder to prove that the allegation of fronting does not exist. Failure to do so within a period of 14-days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10-years, in addition to any other remedies the ASEZCo may have at its disposal and accordingly wish to institute against such bidder concerned.

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to an entity.

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

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

23. COPYRIGHT AND INTELLECTUAL PROPERTY

- 23.1 Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).
- 23.2 Background intellectual property is defined as the intellectual property pertaining to this contract, created and owned by any of the contracted parties to this contract prior to the effective date of this contract.
- 23.3 Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
- 23.4 All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.
- 23.5 The contracted party grants the ASEZCo a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the ASEZCo to obtain the full benefit of the contracted deliverables for this contract.
- 23.6 The parties agree that all right, title, and interest in contract intellectual property created during the

execution of this contract invests with the ASEZCo unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.

- 23.7 Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.
- 23.8 The contracted party agrees to assist the ASEZCo in obtaining statutory protection for the contract intellectual property at the expense of the ASEZCo wherever the ASEZCo may choose to obtain such statutory protection.
- 23.9 The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the ASEZCo or as the ASEZCo may direct, and to support the ASEZCo or its nominee, in the prosecution and enforcement thereof in any country in the world.
- 23.10 The contracted party irrevocably appoints the ASEZCo to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the ASEZCo, in its discretion, requires in order to give effect to the terms of this clause.
- 23.11 The third party hereby gives the ASEZCo permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition

24. CONFIDENTIALITY

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

- a) Disclose the confidential information, directly or indirectly, to any person or entity, without the ASEZCo's prior written consent.
 - b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
 - c) Copy, reproduce, or otherwise publish confidential information except as strictly required for the execution of the contract.
- 24.1 The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to
- a) Disclose the confidential information to any third party, or

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

-
- b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
 - c) The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.
- 24.2 The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:
- a) Was independently developed by the recipient prior to its involvement with the ASEZCo or in the possession of the recipient prior to its involvement with the ASEZCo;
 - b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
 - c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the ASEZCo, or
 - d) Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the ASEZCo of such requirement prior to any disclosure.
- 24.3 The recipient shall within one (1) month of receipt of a written request from the ASEZCo to do so, return to the ASEZCo all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:
- a) All written disclosures received from the ASEZCo;
 - b) All written transcripts of confidential information disclosed verbally by the ASEZCo; and
 - c) All material embodiments of the contract intellectual property.
- 24.4 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
- 24.5 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.
- 24.6 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.

25. FORCE MAJEURE

- 25.1 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.2 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, 12 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

End.

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

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1

2