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

To:	The Bidder
From:	Supply Chain Management Unit

BID PARTICULARS

Project Description	Appointment of a CIDB Grade 4CE EPC/Turnkey Contractor for the development of the Zone 1 Alternative Borehole Water Project, including feasibility, regulatory approvals, drilling, pumping, storage and associated irrigation infrastructure.		
Bid & Specification Enquiries	Supply Chain Management 021 495 4405 tenders@atlantissez.co.za		
Bid Submission Platform	**Only online submission via the e-Tender portal will be accepted.**		
Bid Reference	ASEZ 005 2026		
Date Published	**10 November 2026**		
Bid Closing Date	**1 December 2026**	**Bid Closing Time**	**16:00**
A non-compulsory briefing session will be held on **18 November 2026** at **11:00** at Atlantis Special Economic Zone (ZONE 1) *33°35'08.4"S 18°28'31.5"E*			

T1.2 TENDER DATA

- The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).
- The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
- Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

GENERAL	
The Employer: Atlantis Special Economic Zone (ASEZCo) **Employer Address:** Atlantis Foundries William Gourlay Road Atlantis Industrial Cape Town, South Africa, 7349	
Clause Number	**Tender Data** The Tender Documents issued by the Employer comprise of:
Part T1:	**Tendering Procedures** T1.1 Tender notice and invitation to tender
Part T2	**Returnable Document** T2 .1 List of Returnable Documents
Part C1	C1.1 Form of Offer and Acceptance
	C1.2 Contract data
Part C2	**Pricing Data**
	C2.1 Pricing Assumptions **N/A** C2.2 Pricing/Bill of Quantities **Cost of tendering** Accept that, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
Part C3	**Scope of work**
Part C4	**Site information** Atlantis SEZ – Zone 1 - 33°35'08.4"S 18°28'31.5"E

	Tenderer's Obligations
	Eligibility Refer Minimum requirements / Mandatory Criteria as listed in paragraph 6
	Evaluation Methodology Paragraph 8
	Clarification meeting A non-compulsory briefing session will be held on **18 November 2026** at **11:00** at Atlantis Special Economic Zone (ZONE 1) *33°35'08.4"S 18°28'31.5"E*
	Seek clarification Any queries or clarity sought by a bidder must be sent to; tenders@atlantissez.co.za. All communication during the Tender period shall be made to the ASEZCo Supply Chain Management Unit via the email address provided.
	Return late tender offers Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
	Cancellation and Re-Invitation of Tenders The employer may, prior to the award of a tender, cancel and re-invite the tender process for any of the reasons provided for in the Supply Chain Management Policy.

T2.1 RETURNABLE DOCUMENT

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

Document to be submitted	Disqualification	Description / Instruction
WCBD 1	Yes	**Invitation to Bid** Complete and signed by an authorized representative to sign a bid.
WCBD 4	Yes	**Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination** 1) Complete, signed by the commissioner of oaths and still within the 12-month validity period. 2) Each party participating in a Joint Venture or Consortium must provide a WCBD 4.

Joint Venture Agreement / Consortium/Subcontract	Yes, **if applicable**	Bidders who wish to respond to this tender as a Joint Venture / Consortium / intending to subcontract, must state their intention to do so in writing. **NB: The agreement must be submitted with this bid, and it must be signed by all parties involved.**
WCBD 6.1 & B-BBEE certificate / Sworn affidavit.	No	**Preference Points Claim** Complete and signed. Failure to submit will result in no preference points being allocated.

1. INTRODUCTION

The Atlantis Special Economic Zone (ASEZ) is a Greentech zone, which focuses on attracting companies and investors that contribute to zero carbon emissions, resource efficiency, and socially inclusive investment. It is building a sustainable manufacturing environment and actively explores how to also run a zero-carbon, resource-efficient, and socially inclusive zone. In doing so, it contributes directly to the objectives of the "just transition". The entity has ambitious goals such as building skills and enterprises in and around the Atlantis environment for application in the green economy, generating and supplying renewable energy to its future investors, being a net-zero water user, and having no waste go to landfill. The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) is a state-owned entity as defined in the Companies Act and a provincial public entity listed under Schedule 3D of the PFMA and is characterized as a government business enterprise. The shareholders are the Western Cape Government and the City of Cape Town.



Figure 1 - Atlantis SEZ Location

The Atlantis Special Economic Zone comprises approximately 119 hectares of industrial land situated within the Atlantis Industrial Area, approximately 40 kilometres north of the Cape Town Central Business District. These 119 hectares consists of approximately 25ha of privately owned land which hosts a number of investors, as well as three separate portions of industrial zoned land owned by the Atlantis Special Economic Zone Company (comprising +-94ha). These three portions are referred to as Zone 1, Zone 2 and Zone 3 respectively. The balance (+-0.4ha land) comprises of an industrial building owned by the ASEZCo referred to as Zone 4.

Zone 1 (22ha) has been fully serviced, with civil works completed in 2025. This includes perimeter fencing, an off-grid guardhouse with boom gates, internal roads, integrated stormwater and bulk service networks (water, sewer, firewater, electricity, and fibre), solar-ready street lighting with landscaped public areas and security systems. Construction of the first factory on Zone 1 is underway, with operations planned for October 2026. Zone 2 (34ha) remains an un-serviced greenfield site. Zone 3 (38ha) is also an un-serviced greenfield site intended for long-term expansion.

In general, the development plans (2025-2030) for the whole Atlantis SEZ, can be summarised as:

1. Complete to-structure rollout in Zone 1 and begin tenant operations.
2. Commence development in Zone 2 and Zone 3.
3. Progressively provide for factory building on Zone 1, Zone 2 and Zone 3.
4. Expand embedded solar generation (rooftop solar PV panel) for each factory to be built.
5. Continue growing sectoral clusters in renewable energy, e-waste, agri-processing, and micro-mobility.
6. Deepen skills and enterprise development through the Integrated Ecosystem Services (IES) Programmes, aligning workforce pipelines to tenant demand.

The ASEZCo aims to contribute to green industrial development, decent work, and other economic and social benefits in the region of Atlantis. This includes the broadening of economic participation by promoting small, micro, and medium enterprises, and promoting skills and technology transfer. The area is a platform for Greentech industrial development in the Western Cape.

2. PURPOSE

The purpose of this appointment is for the Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) to appoint a suitably qualified and experienced EPC/Turnkey Contractor to undertake the full development, delivery, testing, commissioning, and handover of a high-capacity groundwater abstraction, storage, and irrigation pumping system capable of supplying up to **6 000 kL/month.**

The appointed Contractor shall assume single-point responsibility for the planning, investigation, design, statutory and environmental approvals support, procurement, construction, installation, testing, commissioning, and handover of a complete and functional system that meets ASEZCo's operational and performance requirements.

The project shall include, but not be limited to, feasibility assessment, hydrogeological investigations, environmental impact assessment and water use authorisation license, borehole drilling and construction, yield testing, pump selection and installation, associated pipework, storage infrastructure, electrical and mechanical components, high-pressure irrigation pumping, control systems where required, and all related works necessary for the successful implementation of the project on a turnkey basis.

The objective of this appointment is to ensure that ASEZCo receives a fully integrated and operational groundwater supply solution delivered through a single contract, with the Contractor responsible for coordinating all specialist disciplines, subcontractors, suppliers, approvals interfaces, quality management, commissioning activities, and defects rectification obligations for the duration of the contract.

3. BACKGROUND

The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) is committed to promoting sustainable industrial development, operational efficiency, and responsible resource management within the Atlantis Special Economic Zone. In support of these objectives, ASEZCo intends to appoint a suitably qualified and experienced EPC/Turnkey Contractor for the design, procurement, construction, testing, commissioning, and handover of a complete groundwater abstraction and irrigation system.

This project entails the end-to-end delivery of a high-capacity groundwater supply system with a target abstraction capacity of up to **6 000 kL per month.** The scope includes, but is not limited to, investigations and feasibility confirmation, statutory and environmental approval support, borehole drilling and yield testing, design and installation of pumping systems, storage infrastructure, irrigation reticulation interfaces, testing, commissioning, and all associated works necessary to deliver a fully functional and compliant system.

The implementation of this project will contribute directly to ASEZCo's objectives by reducing reliance on municipal water supplies, improving water security for operational and landscaping requirements, and supporting sustainable and climate-resilient infrastructure development within the zone. The project further aligns with ASEZCo's commitment to environmental stewardship, cost containment, and long-term operational sustainability, while ensuring compliance with all applicable statutory, regulatory, and governance requirements.

These Terms of Reference have therefore been prepared to procure a single EPC/Turnkey Contractor that will assume overall responsibility for the integrated delivery of the project. The appointed Contractor shall be responsible for coordinating and managing all professional, technical, construction, mechanical, electrical, environmental, and specialist inputs required for the successful execution and completion of the works.

Accordingly, this Terms of Reference is structured to support a turnkey contracting approach in which the Contractor acts as the single point of responsibility and accountability to ASEZCo for delivering a complete, functional, and operational groundwater abstraction and irrigation solution in accordance with the Employer's requirements.

4. NATURE AND SCOPE OF SERVICES TO BE RENDERED

4.1 ASEZCo intends to appoint a suitably qualified and experienced Engineering, Procurement and Construction (EPC) / Turnkey Contractor to assume full responsibility for the planning, design, engineering, procurement, construction, installation, testing, commissioning, and handover of the proposed borehole abstraction and irrigation infrastructure project

4.2 Under this delivery model, the Contractor shall serve as the single point of responsibility and accountability for the execution and completion of the works. The Contractor shall provide, either through its own in-house resources or through duly appointed specialist subconsultants and subcontractors, all professional, technical, managerial, supervisory, and construction-related services necessary for the successful delivery of the project.

4.3 The Contractor shall appoint or make available, as part of its project team, a suitably qualified, professionally registered and experienced Hydrogeologist, who shall serve as the Principal Agent / Lead Professional for the project. The Hydrogeologist shall be responsible for coordinating the professional team, administering the technical and contractual aspects of the works on behalf of the Contractor, overseeing groundwater-related investigations and technical inputs, and ensuring the integration of all specialist disciplines required for the successful delivery of the project. Notwithstanding this requirement, the Contractor shall remain fully responsible and accountable to the Employer for the execution and completion of the works, including the performance of all appointed subconsultants, subcontractors, and professional personnel.

4.4 The Contractor shall be responsible for the complete and integrated delivery of the project on a turnkey basis, such that, upon completion, the infrastructure is fully functional, tested, commissioned and ready for operation by the Employer.

4.5 The scope of this appointment includes, but is not limited to, the following:

a) project planning, inception, coordination, and overall management of the works;

b) all necessary investigations, studies, assessments, and technical verifications required to confirm the suitability and feasibility of the proposed works;

c) all professional services required for the design and engineering of the works, including geohydrological, geotechnical, civil, structural, mechanical, electrical, control, and any other specialist disciplines necessary for project delivery;

d) borehole siting confirmation, drilling design, abstraction system design, pump system design, storage and reticulation design, irrigation system design, and all associated infrastructure design required for a complete and operable system;

e) procurement and supply of all plant, equipment, materials, fittings, components, and associated infrastructure required for the execution of the works;

f) construction, installation, supervision, integration, testing, commissioning, and performance verification of the complete system;

g) obtaining, supporting, managing, or complying with all permits, approvals, licences, statutory submissions, and regulatory requirements relevant to the execution of the works, to the extent required under the contract;

h) preparation and submission of all drawings, technical data, calculations, method statements, quality documentation, operation and maintenance manuals, and as-built information;

i) training of the Employer's designated personnel, where required;

j) handover of a complete, functional, compliant, and operable facility to the Employer.

4.6 The Contractor shall be fully responsible for the adequacy, coordination, and integration of all design and construction activities necessary to achieve the intended project outcomes. The ASEZCo shall not be responsible for coordinating separate professional service providers or contractors for elements that fall within the Contractor's scope under this EPC / Turnkey appointment.

4.7 The Contractor shall ensure that all professional services required for the design and execution of the project are undertaken by suitably qualified and competent professionals registered with the relevant statutory and professional bodies where applicable. Any specialist consultants, designers, engineers, or other professionals required for the proper execution of the works shall be appointed and managed by the Contractor at its own cost and under its own responsibility.

4.8 The Contractor shall execute and complete the works in accordance with all applicable legislation, statutory requirements, technical standards, environmental obligations, health and safety requirements, and any Employer-specific requirements contained in the contract documentation.

4.9 This appointment is intended to result in the delivery of a complete end-product, and the Contractor shall therefore bear full responsibility for delivering a fit-for-purpose solution that satisfies the functional, technical, operational, and performance requirements of the Employer.

4.10 **SCOPE OF WORK**

4.10.1 The Employer intends to appoint a suitably qualified and experienced Engineering, Procurement and Construction (EPC) / Turnkey Contractor to undertake the planning, design, statutory support, procurement, construction, installation, testing, commissioning, and handover of the borehole abstraction, water storage, reticulation, and irrigation infrastructure required for the project.

4.10.2 The Contractor shall provide all management, professional inputs, specialist resources, engineering services, procurement, labour, materials, equipment, construction works, testing, commissioning, documentation, and coordination necessary to deliver the project as a complete, functional, and operational turnkey installation.

4.10.3 The Contractor shall be the single point of responsibility for the execution and completion of the works and shall be fully responsible for the coordination and integration of all design disciplines, specialist studies, statutory processes, subcontractors, suppliers, and construction activities required for successful project delivery.

4.10.4 The design, installation, and materials shall comply with the latest revisions of the following standards, without being limited to:

a) SANS 1200 DB & LB (Trenching and bedding).
b) SANS 10252-1 (Water Installation).
c) SANS 10142-1 (Electrical Sizing).
d) SANS 10299- Development, maintenance and management of groundwater resources.
e) SANS 10299-1 The location and sitting of the boreholes.
f) SANS 10299-2 The design, construction, and drilling of boreholes.
g) SANS 10299 -4 Test-pumping of water boreholes.
h) SANS 10299- 5 The design, selection and performance of pumping installations.
i) SANS 241-1 & 241-2 Drinking water standards.
j) SANS 10100-1 & 2 The structural use of concrete.
k) SANS 1200 L Standardized Specification for Civil Engineering Construction.

4.10.5 The scope of work shall include, but not be limited to, the following stages:

4.10.5.1 Stage 1: Project Inception, Planning, and Verification

The contractor shall, upon appointment, undertake all inception, planning, verification, and preparatory activities necessary to confirm project requirements and establish the basis for implementation.

This stage shall include:

a) attendance of inception and kick-off meetings with the Employer;

b) review of all available background information, drawings, studies, and project documentation provided by the Employer;

c) site familiarisation and verification of site conditions, access, constraints, existing infrastructure, and service interfaces;

d) confirmation of the project requirements, technical needs, water demand, storage requirements, reticulation requirements, irrigation objectives, and operational expectations;

e) identification of risks, assumptions, dependencies, statutory approval requirements, and long-lead items;

f) preparation of a project execution plan, implementation methodology, detailed programme, and project controls approach;

g) establishment of project communication, reporting, document control, quality, and coordination procedures.

h) preparation of the detailed construction programme and key implementation milestones;

i) preparation of the Site Establishment and Mobilisation Plan;

j) preparation and submission of Construction Method Statements for the relevant construction, drilling, installation and implementation activities;

k) preparation and submission of the Health and Safety Plan and required health and safety documentation;

l) preparation of the Environmental Management implementation arrangements;

m) preparation of the Quality Plan and preliminary Inspection and Test Plans for the Works;

n) confirmation of construction resources, plant, equipment and specialist personnel required for implementation.

Deliverables for stage 1.

The contractor shall submit, as applicable:

a) Inception Report;

b) Project Execution Plan;

c) Detailed Programme / Implementation Schedule;

d) Risk Register;

e) Site Verification Report;

f) Preliminary list of required approvals, permits, licences, and statutory submissions.

g) Site Establishment and Mobilisation Plan;

h) Construction Method Statements and resource management for the relevant planned activities;

i) Health and Safety Plan and required OHS documentation;

j) Environmental Management implementation arrangements;

k) Quality Plan and preliminary Inspection and Test Plans;

4.10.5.2 Stage 2: Investigations, Assessments, and Feasibility Confirmation Tasks:

The Contractor shall undertake, coordinate, or verify all technical and specialist investigations necessary to support the design and implementation of the works.

This stage shall include:

a) hydrogeological investigations and groundwater assessment, where required;

b) geophysical confirmation and interpretation, where applicable;

c) verification of borehole abstraction potential, anticipated yield, and groundwater suitability;

d) site surveys, setting out information, and physical verification of conditions;

e) verification of civil, structural, electrical, mechanical, and irrigation design parameters;

f) assessment of constructability, operability, maintainability, and integration with existing or planned infrastructure;

g) confirmation of the suitability of the proposed infrastructure configuration;

h) identification of any changes required to the conceptual solution based on actual site or investigation findings.

The Contractor shall ensure that all findings from this stage are incorporated into the design development and project planning process.

Deliverables for stage 2:

The contractor shall submit, as applicable:

a) Hydrogeological / Geophysical Investigation Report;

b) Borehole Yield Testing and Hydrogeological Interpretation Report, including step-drawdown tests, constant discharge pumping tests, recovery tests, groundwater level monitoring data, and recommendations on sustainable abstraction rates;

c) Feasibility Confirmation Report;

d) Site Assessment and Constraints Report;

e) Preliminary Design Basis Report;

f) Updated Risk Register;

g) Recommendations on final infrastructure configuration and implementation approach.

4.10.5.3 Stage 3: Environmental Authorisation, WULA, and Statutory Approvals Support

The Contractor shall identify, coordinate, prepare, and support all statutory, environmental, water-use, and other regulatory processes required for the lawful implementation of the project.

This stage shall include, where applicable:

a) identification of all required statutory approvals, licences, permits, exemptions, consents, and authorisations;

b) determination of whether an Environmental Impact Assessment (EIA), Basic Assessment, environmental screening, or any other environmental process is required in terms of applicable legislation;

c) undertaking or coordinating the required environmental studies, specialist inputs, and supporting documentation necessary for environmental authorisation;

d) preparation and/or support of all documentation required for submission to the relevant environmental authority;

e) identification of water-use activities requiring registration, authorisation, or licensing;

f) preparation and/or support of the Water Use Licence Application (WULA) and all associated technical documentation, specialist studies, and motivations required by the relevant authority;

g) liaison with the Department of Water and Sanitation, environmental authorities, municipalities, utilities, and any other relevant organs of state or service authorities;

h) response to queries, requests for additional information, and comments received from relevant authorities;

i) incorporation of approval conditions into the design, execution planning, and implementation of the works.

Where any application must be made in the name of the Employer, the Contractor shall prepare all technical documents, specialist reports, and supporting information required for the Employer to lodge or support such submission.

Deliverables for Stage 3

The Contractor shall submit, as applicable:

a) Statutory Approvals Register;
b) Environmental Screening / Assessment Report;
c) EIA / Basic Assessment documentation and supporting specialist studies, where required;
d) WULA submission documentation and technical annexures, where required;
e) Record of consultation and authority liaison;
f) Approval tracking reports;
g) Copies of all submissions, correspondence, comments, and responses;
h) Final record of approval conditions applicable to the project.

4.10.5.4 Stage 4: Design Development and Detailed Engineering

The Contractor shall undertake all engineering, design development, and detailed design necessary for the proper execution and completion of the works.

This stage shall include:

a) development of concept confirmation, preliminary design, and detailed engineering design;
b) preparation of hydraulic, civil, structural, mechanical, electrical, control, and irrigation designs, as applicable;
c) design of the borehole abstraction system, pumps, pipelines, manifolds, valves, chambers, storage tanks, electrical reticulation, control systems, and irrigation infrastructure;
d) design coordination across all engineering and specialist disciplines;
e) preparation of drawings, details, technical specifications, calculations, schedules, and design reports;
f) ensuring that the design is safe, practical, efficient, maintainable, and fit for purpose;
g) incorporation of findings from investigations, WULA, environmental approvals, and site constraints into the final design;
h) provision for access, operation, maintenance, safety, and future sustainability of the installation.

The Contractor shall remain fully responsible for the adequacy, coordination, completeness, and correctness of all designs.

Deliverables for Stage 4

The Contractor shall submit, as applicable:

a) Design Basis Report;
b) Preliminary Design Package;
c) Detailed Design Package;
d) Design Calculations;
e) Technical Specifications;
f) Construction Drawings;
g) Equipment and Material Schedules;
h) Updated cost and implementation inputs, where required;
i) Design Review / Design Sign-off documentation.

4.10.5.5 Stage 5: Procurement, Supply, and Logistics

The Contractor shall undertake the full procurement and supply of all materials, equipment, plant, and specialist resources required for the works.

This stage shall include:

a) preparation of procurement schedules and expediting plans;
b) sourcing, ordering, purchasing, inspection, expediting, transport, delivery, storage, and protection of all materials and equipment;
c) appointment and management of subcontractors, specialist suppliers, manufacturers, and technical service providers;
d) quality verification of materials, plant, and equipment before installation;
e) management of warranties, guarantees, compliance certificates, test certificates, and manufacturer documentation;
f) replacement, at the Contractor's cost, of any non-compliant, defective, or damaged items.

Deliverables for Stage 5
The Contractor shall submit, as applicable:

a) Procurement Schedule;
b) Material and Equipment Submittals;
c) Inspection and Test documentation;
d) Certificates of Compliance;
e) Warranties, guarantees, and manufacturer documentation;
f) Delivery and logistics status reports.

4.10.5.6 Stage 6: Construction, Drilling, Installation, and Implementation

The Contractor shall execute all construction and installation works required for the completion of the project in accordance with the approved design and statutory requirements.

This stage shall include, where applicable:

a) mobilisation and site establishment;
b) setting out and preparation of the site and works areas;
c) drilling, development, construction, testing, protection, and equipping of the borehole(s);
d) construction of all associated civil works, bases, plinths, supports, chambers, foundations, and related infrastructure;
e) supply and installation of submersible pumps, rising mains, pipework, valves, fittings, manifolds, and accessories;
f) supply, erection, installation, connection, and commissioning of storage tanks and associated infrastructure;
g) installation of irrigation pumps, booster systems, reticulation networks, control valves, irrigation distribution components, and related systems;
h) installation of electrical infrastructure, cabling, panels, controls, earthing, and all associated interfaces required for full operation;
i) tie-ins, interfaces, and connections to existing systems where applicable;
j) temporary works, protection of existing services, reinstatement, and making good of affected areas;
k) supervision and coordination of all labour, subcontractors, plant, equipment, and site activities.
l) Provision and installation of SCADA-compatible interfaces and communication infrastructure for future integration;
m) Provision of required I/O points, communication interfaces, instrumentation and spare capacity to facilitate future SCADA, smart metering, water monitoring and energy management integration,
n) The Contractor shall supply, install, and integrate smart meters that provide real-time consumption measurement, secure two-way communication, and automated data transmission to the utility's central management system.

All works shall be performed in accordance with applicable legislation, approved design documentation, contract requirements, safety standards, and accepted engineering and construction practice.

Deliverables for Stage 6
The Contractor shall submit, as applicable:

a) Construction Method Statements;
b) Site Establishment Plan;
c) Health and Safety documentation;
d) Environmental Management implementation records;
e) Progress Reports;
f) Site Instructions / Technical Records;
g) Borehole drilling and construction records;
h) Installation records;
i) Quality inspection records;
j) Updated programme and progress status reports;
k) SCADA Compatibility and Future Integration Schedule, detailing the installed instrumentation, I/O points, communication interfaces, monitoring and control points, protocols, spare capacity and physical/electrical interfaces provided for future SCADA integration

4.10.5.7 Stage 7: Quality Management, Testing, and Commissioning

The Contractor shall verify, test and commission the completed Works to demonstrate that the borehole abstraction system and associated infrastructure have been constructed, installed and integrated in accordance with the approved design, Employer's Requirements, applicable standards, statutory requirements and Contract requirements, and are fully functional and fit for purpose.

This stage shall include:

a) Implement the approved Quality Plan and Inspection and Test Plans (ITPs) for verification of the completed Works.
b) Undertake inspections and testing of materials, equipment, workmanship and installed systems to confirm compliance with the approved design, specifications and applicable standards.
c) Undertake borehole yield testing, pump testing, mechanical testing, electrical testing and hydraulic performance verification.
d) Undertake water quality testing and analysis to confirm that the abstracted water meets the applicable requirements for its intended use.

e) Undertake leak testing, pressure testing, flow testing and system balancing, where applicable.

f) Undertake functional testing of pumps, storage infrastructure, water distribution, irrigation interfaces, instrumentation, control systems and associated equipment.

g) Verify the operation and performance of electrical, mechanical, hydraulic, instrumentation and control interfaces.

h) Verify the operation of monitoring and metering systems, including water abstraction, flow, volumes, tank levels, pump status, run hours, faults, alarms, pressure and energy consumption, where applicable.

i) Verify SCADA compatibility and the installed interfaces and provisions for future SCADA, smart metering, water monitoring and energy management integration, where applicable.

j) Undertake integrated commissioning of the completed Works to demonstrate that all relevant systems operate together as an integrated and functional installation.

k) Record, manage and close out all identified defects, snags and non-conformances and undertake re-inspection and retesting as required.

l) Verify that all testing and commissioning requirements have been satisfactorily completed prior to Practical Completion.

m) Demonstrate to the Employer that the completed Works are operational, functional, compliant and fit for their intended purpose.

Deliverables for Stage 7

The Contractor shall submit, as applicable:

a) Quality Assurance and Quality Control Records;

b) Inspection and Test Plan (ITP) Records;

c) Material and Equipment Test Certificates, where applicable;

d) Borehole Yield and Pump Testing Results;

e) Water Quality Test Results and Laboratory Reports;

f) Mechanical and Electrical Test Results;

g) Hydraulic Testing, Pressure Testing, Flow Testing and Leak Testing Records, where applicable;

h) Functional Testing Records for pumps, storage, distribution, irrigation and associated systems;

i) Instrumentation, Monitoring and Control System Testing Records;

j) SCADA/Future Integration Interface Verification Records, where applicable;

k) Integrated Commissioning Plan;

l) Commissioning Records and Certificates;

m) Performance Verification Report;

n) Snag/Defect/NCR Register and Close-Out Records;

o) Practical Completion Inspection Records; and

p) Confirmation that the completed Works are operational, functional and ready for handover,

4.10.5.8 Stage 8: Handover, Training, and Close-Out

Upon completion of the works, the Contractor shall hand over a fully functional and properly documented installation to the Employer.

This stage shall include:

a) Complete the handover of the fully operational and commissioned Works to the Employer.

b) Compile and submit complete As-Built Documentation, reflecting the Works as constructed and installed.

c) Compile and submit Operation and Maintenance (O&M) Manuals for all relevant systems, equipment and infrastructure.

d) Provide operating instructions and procedures for the borehole, pumps, storage, irrigation, electrical, instrumentation, monitoring and control systems.

e) Provide training to Employer personnel on the operation, monitoring and basic maintenance of the installed systems.

f) Provide training and information relating to alarms, faults, emergency shutdowns and basic troubleshooting, where applicable.

g) Submit equipment schedules, manufacturer information, data sheets, certificates, warranties and guarantees.

h) Submit final test, commissioning and performance verification documentation required for handover.

i) Complete the final snagging and close-out of outstanding items identified during Practical Completion.

j) Remove temporary facilities, surplus materials, waste and construction-related equipment and leave the Site in an acceptable condition.

k) Reinstate areas affected by the Works, where applicable.

l) Complete all outstanding statutory, regulatory and authority-related close-out requirements applicable to the Works.

m) Provide contact details and escalation procedures for technical support and maintenance call-outs.

n) Provide maintenance schedules and recommended preventative maintenance requirements

for the installed systems.

o) Provide all information required by the Employer for ongoing operation, maintenance and asset management of the completed Works.

p) Provide maintenance and technical support for a period of 12 months from Practical Completion, in accordance with the Contract requirements.

q) Attend maintenance or technical call-outs instructed by the Employer during the applicable support period, where such intervention is outside the Contractor's Defects Liability Period or warranty obligations.

r) Provide a maintenance or technical intervention report following each chargeable call-out, where applicable.

Deliverables for Stage 8

The Contractor shall submit, as applicable:

a) As-Built Drawings and Documentation;

b) Operation and Maintenance (O&M) Manuals;

c) Asset and Equipment Registers;

d) Equipment Schedules and Manufacturer Documentation;

e) Warranties and Guarantees;

f) Final Test and Commissioning Documentation;

g) Performance Verification Documentation;

h) Training Records and Operating Instructions;

i) Preventative Maintenance Schedules;

j) Statutory and Authority Close-Out Documentation, where applicable;

k) Final Snag/Defect/NCR Close-Out Records;

l) Practical Completion and Handover Documentation;

m) Technical Support and Maintenance Contact/Call-Out Procedure;

n) Maintenance and Technical Support Records, where applicable; and

o) Final Project Close-Out Report.

4.10.5.9 Defects Liability and Post-Completion Obligations

During the defects liability period, the Contractor shall:

a) correct all defects, failures, deficiencies, or faults attributable to design, materials, workmanship, equipment, or installation;

b) respond within reasonable time to operational failures affecting performance of the system;

c) honour all applicable warranties and guarantees;
d) provide follow-up support necessary to achieve reliable and stable operation of the installation.

Deliverables for the Defects Liability Period. The Contractor shall submit, as applicable:

a) Defect rectification reports;
b) warranty call-out records;
c) final defect close-out confirmation;
d) updated maintenance or operating guidance, where required.

4.10.5.10 Contractor's Overall Responsibility

The Contractor shall accept full single-point responsibility for the successful delivery of the entire project on an EPC / Turnkey basis. This responsibility shall include all investigations, statutory support, environmental and water-use approval processes, design, procurement, supply, construction, installation, testing, commissioning, handover, and defects rectification necessary to deliver the required works as a complete and operational system.

The Contractor shall remain fully liable for:

a) the adequacy, completeness, and coordination of the design;
b) the performance of its Hydrogeologist, professional team, subcontractors, specialists, and suppliers;
c) compliance with all statutory, environmental, water-use, health and safety, quality, and contractual obligations;
d) the proper management and execution of the works within the approved programme;
e) the submission of all required deliverables and technical documentation for each stage;
f) the delivery of a complete, integrated, operable, and fit-for-purpose installation.

PART C1: AGREEMENTS AND CONTRACT DATA
C1.1 FORM OF OFFER AND ACCEPTANCE
FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

ASEZ 005 2026: Appointment of a CIDB Grade 4CE EPC/Turnkey Contractor for the development of the Zone 1 Alternative Borehole Water Project, including feasibility, regulatory approvals, drilling, pumping, storage and associated irrigation infrastructure.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE TOTAL OF OFFERED THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

_____Rand (in words);

R _____in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the bid data, whereupon the Bidder becomes the party named as the service provider in the conditions of contract identified in the contract data.

For the Bidder

Name of Bidder (organisation)	
Signature	
Name of the proposed registered person	
Capacity	
Name of proposed electrician	
Capacity	
Date	

_____Witness 1 **_____Witness 2**

ACCEPTANCE OF OFFER

By signing this part of this form of offer and acceptance, ASEZ identified below accepts the Bidder's offer. In consideration thereof, ASEZ shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between ASEZ and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
The terms of the contract, are contained in:

- **Agreements and contract data, (which includes this agreement)**
- **Scope of work**

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations

attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For ASEZ, Delegated Authority

Signature	
Name	
Capacity	
Date	

_____Witness 1 **_____Witness 2**

C1.2 CONTRACT DATA

The Conditions of Contract are the FIDIC Conditions of Contract for EPC/Turnkey Projects, second edition of 2017.

Item	Contract Data
Employer's Representative	The employer's Representative shall be PM leading the project.
Address for notices to the employer	Atlantis Foundries William Gourlay Road Atlantis Industrial Cape Town, South Africa, 7349
Contractor	TBC
Address for notices to the contractor	TBC
Language if the contract	English

Form of Contract	The Contract shall be aligned to an EPC/Turnkey form of contract with risk allocation, obligations, and responsibilities interpreted in a manner consistent with the FIDIC Silver Book approach, subject to the specific provisions of this tender and the final executed agreement.
Scope of Responsibility	The Contractor shall have single-point responsibility for the design, investigations, statutory approvals support, procurement, supply, construction, installation, testing, commissioning, completion, handover, and rectification of defects for the Works, so as to deliver a complete and functional groundwater abstraction and associated water supply system fit for its intended purpose.
Commencement Date	The Commencement Date shall be the date stated in the Notice to Commence issued by the Employer, or such other date as stated in the Contract Agreement.
Time for completion	The Time for Completion for the whole of the Works shall be 24 months from the Commencement Date.
Delay Damages	If the Contractor fails to achieve Completion within the Time for Completion, the Contractor shall be liable for delay damages at the rate of R1500 per calendar day, subject to a maximum aggregate amount of 10% of the Accepted Contract Amount.
Defects Notification Period	The Defects Notification Period shall be 12 months from the date of Taking-Over of the Works or Section, as applicable.
Performance Security	The Contractor shall provide a Performance Security in the amount of 10% of the Accepted Contract Amount. The form of security shall be an unconditional, irrevocable, on-demand Demand Guarantee, issued by a registered South African commercial bank acceptable to the Employer, strictly utilizing the standard FIDIC on-demand pro-forma template. Failsafe Retention Provision: Notwithstanding any other provision in the Contract, if the Contractor fails to deliver a valid, fully executed, and verified Performance Security within the 28-day period stipulated under Sub-Clause 4.2.1, the Employer shall be entitled to automatically deduct and withhold 10% (ten percent) from all subsequent progress payments / Interim Payment Certificates.

	This deduction shall be held as a cash security deposit until such time as the compliant bank guarantee is delivered and verified by the Employer. The withholding of these funds shall not entitle the Contractor to suspend the Works, claim interest, or claim an Extension of Time (EOT).
Retention	10% deduction from each monthly progress certificate, capped at a maximum limit of 5% of the Accepted Contract Amount.
Payment Basis	Payment shall be made in accordance with the accepted pricing schedule and the payment provisions of the Contract. Unless otherwise stated, the Contractor shall submit monthly progress statements supported by progress reports, measurement or milestone evidence as applicable, a valid tax invoice, and a statement of account.
Advance Payment	Clause 14.2 for advanced payment is not applicable.
Interim Payments	Payment shall be made in accordance with the accepted pricing schedule and the payment provisions of the contract. The contractor shall submit monthly progess statemements supported by progress reports, measurement or milestone evidence as applicable, a valid tax invoice, and a statement of account. Interim payments shall be certified within 14 days after receipt of a compliant payment claim, and payment shall be made within 30 days thereafter, subject to the contract.
Pre- Conditions for Payment	Notwithstanding anything to the contrary in the contract, the Employer's Representative shall not be obliged to certify any interim payment, or advance payment to the contractor, until the original performance Security required under Sub-clause 4.2 has been delivered to, and successfully verified to, and successfully verified at the source bank by, the Employer.
Arithmetical Errors in Tender	The Tenderer shall be responsible for checking the arithmetical correctness of its Tender, including all calculations, extensions, subtotals and totals contained in the Pricing Schedule. Any arithmetical, typographical or clerical error identified during the evaluation of Tenders shall be corrected in accordance with the applicable Conditions of

	Invitation/Tender and the Tender Data. Any such correction shall be reflected in the Tender evaluation and, where applicable, the resulting Accepted Contract Amount. Correction of an arithmetical error shall not constitute a negotiation of the Tender Price or a change to the Employer's Requirements.
Currency of Payment	South African Rand (ZAR)

5. Part C2 PRICING DATA

5.2 C2.2 Bill of Quantities (BOQ)

5.2.1 The Bidder shall submit a fully priced EPC/Turnkey Pricing Schedule for the complete design, investigation, approvals support, procurement, supply, delivery, construction, installation, testing, commissioning, and handover of the groundwater abstraction and irrigation support system required under this Terms of Reference.

5.2.2 The Pricing Schedule shall be read as a structured summary of the Contract Price and is intended to assist ASEZCo in the evaluation of bids. The Bidder remains fully responsible for the execution and completion of the entire Works as described in this Terms of Reference, whether or not each component is separately itemised in the Pricing Schedule.

5.2.3 The Bidder shall be deemed to have examined the scope of work in full and to have included in its rates and prices all labour, plant, equipment, supervision, design, professional services, approvals support, temporary works, materials, transport, accommodation, health and safety obligations, quality control, testing, commissioning, insurances, overheads, profit and all other cos**ts necessary for the proper execution and completion of the Works.**

All amounts shall be stated in **South African Rand (ZAR)** and shall exclude VAT, which shall be shown separately.

The pricing submitted shall reflect a complete turnkey solution. Accordingly:

a) the pricing schedule is not intended to limit the Contractor's responsibility to only those items expressly listed;

b) the omission of any item from the pricing schedule shall not relieve the Contractor of the obligation to provide everything necessary for a complete and functional installation;

c) the Bidder shall satisfy itself as to the nature and extent of the Works and shall include for all items necessary to achieve completion, performance, testing, commissioning, and handover;

d) quantities provided, where applicable, are indicative only unless otherwise stated and remain the Bidder's responsibility to verify as part of its EPC/Turnkey obligations.

Table A. Project Preparation

Item	Qty	Unit of measure	Description	Cost
Borehole Feasibility Study & City of Cape Town Approval	1	Sum	Hydrogeological assessment + geophysics (SACNASP registered)	R
EIA Approval	1	Sum	Scoping & full environmental impact assessment	R
WULA Approval	1	Sum	DWS application & technical reporting	R
Subtotal				R
VAT				R
Total (VAT Incl.)				R

Table B1. Borehole Drilling

Item	Qty	Unit of measure	Description	Cost
Mobilisation	1	Sum	Transport & setup of drilling rig	R
Borehole Drilling (165–254 mm)	200	m	Final depth based on feasibility	R
Mild-steel Casing	30	m	Upper section	R
PVC Casing Class 12	75	m	Full depth completion	R
PVC Casing Class 16	75	m	Full depth completion	R
Gravel Pack	1	Lot	Silica gravel	R
Sanitary Seal	1	Lot	Cement/grout	R
Borehole Development	1	Sum	Airlifting & surging	R
Borehole Drilling Report	1	Sum	Authored by a SACNASP-registered person	R
Subtotal				**R**

VAT	**R**
Total (VAT Incl.)	**R**

Table B2: Borehole Testing

Item No.	Description of Work	Unit of Measure	Quantity	Cost
1	Mobilisation and demobilisation of personnel and equipment to site	Item	1	R
2	Installation of test pump and associated equipment	Item	1	R
3	Installation of flow control and flow measurement devices	Item	1	R
4	Step-Drawdown Test (4 – 6 steps @ 1 hour per step)	Item	1	R
5	Monitoring of water levels during Step Test	Hour	6	R
6	Recovery Monitoring following Step Test	Hour	12	R
7	Constant Discharge Test (24 – 72 hours)	Hour	72	R
8	Monitoring of water levels during CDT	Hour	72	R
9	Recovery Test Monitoring following CDT	Hour	72	R
10	Monitoring of observation boreholes (if applicable)	Item	1	R
11	Flow measurement using approved methods	Item	1	R
12	Discharge pipeline installation (50 – 100 m)	Item	1	R
13	Collection and recording of hydrogeological data	Item	1	R
14	Analysis of test-pumping data	Item	1	R
15	Compilation of Test Pumping Report- Authored by a SACNASP-registered person	Item	1	R
Subtotal				**R**
VAT				**R**
Total (VAT Incl.)				**R**

Table C. Water Analysis

Item	Qty	Unit	Description	Cost
Water Sampling	1	Sum	Irrigation + chemical panel	R
Lab Analysis	1	Sum	SANS water test	R
Water Quality Report	1	Sum	Accredited Water Quality Report	R

			authored by a SACNASP	
Subtotal				R
VAT				R
Total (VAT Incl.)				R

Table D. Mechanical & Electrical

Item	Qty	Unit	Description	Cost
Submersible Pump	2	Unit	SS pump sized to final yield	R
Rising Main HDPE 50–110 mm	200	m	Depth dependent	R
Electrical Cabling	200	m	Borehole depth dependent	R
Control Panel	2	Unit	With overload/soft start	R
75 kW Irrigation Pump	2	Unit	Multistage centrifugal	R
VSD (75 kW)	2	Unit	Variable-speed drive	R
SCADA-compatible instrumentation and monitoring	1	Sum	Flow meters, water level monitoring, pressure monitoring, pump status, tank level monitoring and associated sensors	R
Smart Water Meter	1	Unit	Smart water meter for measuring and recording water abstraction, with digital data output and provision for integration with the SCADA system for remote monitoring and reporting.	R
SCADA communication and interface infrastructure	1	Sum	I/O points, communication interfaces, cabling, gateways/interfaces and provisions for future SCADA integration	R
SCADA-ready control and interface configuration	1	Sum	Configuration and integration of installed instrumentation and control interfaces to provide SCADA-ready functionality	R
Subtotal				**R**
VAT				**R**

Total (VAT Incl.)	**R**

Table E. Storage Infrastructure (Lump sum for the infrastructure)

Item	Qty	Unit of measure	Description	Cost
75 kL HDPE Tanks	2	Unit	UV stabilised	R
Concrete Slab	1	Sum	Engineered reinforced slab	R
Interconnecting Pipework	1	Lot	Valves, fittings, couplings	R
Level Sensors	2	Unit	Float or ultrasonic	R
Subtotal				R
VAT				R
Total (VAT Incl.)				R

Table F. Maintenance and Technical Support

Item		Description	Unit	Quantity	Cost
F1		Maintenance and technical support call-out, including mobilisation, travel, site attendance, inspection and initial fault diagnosis	Call-out	12	R
F2		Maintenance/technical intervention and repair works	Hour	1	R
F3		Specialist technical support, where required	Hour	1	R

5.3 PRICING SUMMARY

The quoted rates must be all-inclusive and shall cover all costs associated with the execution of the services.

i) No unspecified or additional costs will be permitted to ensure a fair and equitable evaluation of all bids
ii) Quote to include all applicable taxes and all costs to deliver the services specified under the scope of work.
iii) Prices quoted must be in South African Rand currency (ZAR)
iv) Actual Prices charged by the bidder for services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid.
v) Offer to be valid for 120 working days from the bid closing date.

Table G: Pricing Summary This table may be expanded where applicable

No.	Description	Cost Inclusive of VAT (15%)
1	Table A. Project Preparation	**R**
2	Table B1. Borehole Drilling	**R**
3	Table B2: Borehole Testing	**R**
4	Table C. Water Analysis	**R**
5	Table D. Mechanical & Electrical	**R**
6	Table E. Storage Infrastructure (Lump sum for the infrastructure)	**R**
7	Table F. Maintenance and Technical Support	**R**
Other Related Costs – bidder to specify & motivate in their proposal		
		R
		R
	TOTAL (LUMP SUM) BID PRICE INCLUSIVE OF VAT (15%)	**R**

A detailed quotation on the company letterhead to be attached.

6. COMPLIANCE REQUIREMENTS FOR A VALID BID (MANDATORY REQUIREMENTS)

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

a) All bid offers must be submitted electronically via the National Treasury e-Tender Portal at https://www.etenders.gov.za. No physical delivery or any other method of submission will be accepted or permitted.

b) Bidders must be registered on Central Supplier Database (CSD) and have an active status on or before the closing date and time of the bid.

c) The bidding company is required to submit proof of registration with the Construction Industry Development Board (CIDB) in a minimum designation of 4CE or higher. The bidder's CIDB registration must be valid and active, and the applicable grading designation must be appropriate for the nature and value of the works to be undertaken

d) Bidders must submit proof of their CIDB registration/CRS number. ASEZ reserves the right to verify the bidder's CIDB registration and grading designation against the CIDB Register of Contractors

In the case of Joint Venture:

a) Every member of the joint venture must be registered contractor in terms of the CIDB regulation, and the lead partner (Main bidder /Bidding Company) has a grading designation of not lower than one level below the required grading designation in the class of construction works under consideration.

b) Combined Grading: The combined grading designation of the JV must equal or exceed Grade 4 CE.

c) A copy of the signed Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be provided when responding to this tender. **The agreement must be signed by all parties involved.**

d) **Borehole abstraction and/or borehole drilling must be undertaken by the Bidding company and may not be outsourced / subcontracted.**

e) Bidders who intend to subcontract must declare their intentions and submit an agreement. The agreement must be submitted with the bid; it must be signed by all parties involved.

f) The proposed Lead Professional must be registered with South African Council for Natural Scientific Professions (SACNASP) as a Professional Scientist (Pr.Sci.Nat.).

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

7. SERVICE PROVIDERS PROPOSAL

7.1 The bidder is required to submit a comprehensive proposal in PDF format via the e-Tender Portal. The submission must include, but should not be limited to, the following:

a) Fully completed Annexures demonstrate relevant experience in the respective disciplines. Each annexure must include details of successfully completed projects of a similar nature and scope, together with client references and supporting evidence where applicable, as follows:

- **Annexure A1.1: Relevant experience of the bidding entity in Borehole Drilling Services.**
- **Annexure A1.2: Relevant experience in Geohydrological Specialist Services.**
- **Annexure A1.3: Relevant Experience in Environmental Specialist Services**
- **Annexure A1.3: Relevant Experience in Water Use License Application**

b) The projects submitted must correspond to the applicable evaluation criteria reflected in the functionality evaluation table. The information provided should include details of the project managers who will be contacted during evaluation.

c) CV of the lead (Professional Scientist)

d) Certified copy of qualifications & Proof of Registration with a professional body

e) The bidder shall ensure that the proposed Lead have valid proof of registration with the South African Council for Natural Scientific Professions (SACNASP).

f) Fully completed and signed standard bidding document attached to the Terms of Reference & all documents listed under the minimum requirements

It is the bidder's responsibility to ensure that all applicable documents are submitted in alignment with the requirements for a bid to provide for proper evaluation.

8. EVALUATION METHODOLOGY

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

8.1.1 Phase 1 - Compliance Checking

During this phase, bids will be evaluated against the mandatory requirements outlined above including the compulsory returnable documents. Bids that failed to meet these requirements will be deemed non-responsive and will not be evaluated further.

8.1.2 Phase 2 -Technical / Functional Evaluation

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

Functionality And Capability Requirements

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

Table H: Technical / Functional Evaluation

Document Name	Maximum Claimable Points
Company Track Record	**50**
Experience of the Lead Professional	**30**
Methodology and Implementation Plan	**20**

CATEGORY	CRITERION	SUB-CRITERIA / ASSESSMENT FOCUS	EVIDENCE REQUIRED	SCORE ALLOCATION
A. Company Track Record (Subtotal A)	**A1.1Relevant Experience of the bidding company in Borehole Drilling**	The bidding company must demonstrate their experience in borehole abstraction and/or borehole drilling. At least three (3) successfully completed borehole abstraction and/or borehole drilling projects. **Provide a minimum of three (03) project information in the reference sheet provided. (Annexure A1)**	Provide a minimum of three (3) completed project references using **Annexure A1.1**, including project name, client, scope of works, contract value, commencement date, completion date and contact details of the client for verification. Completion Certificate to be provided with this bid.	0 = No projects listed / incomplete Annexure A 5 points for each project successfully completed Maximum claimable points 15 **Successfully completed refers to a project where the borehole has been successfully abstracted and handed over to a client** **Evidence: Completion certificate for each project to be provided with this bid.** **NB: Projects in progress will not be considered for evaluation. Practical completion certificate will not be considered.**
	A1.2. Relevant Experience in Geohydrological Specialist Services	The bidding company or subcontractor or the declared JV partner must demonstrate experience in groundwater abstraction, geohydrological investigation, borehole feasibility. Must complete the Annexure A2, listing at least three (03)	Provide a minimum of three (3) completed project references using **Annexure A1.2** including project name, client, scope, value, dates, and client contact details for verification.	0 = No projects listed / incomplete Annexure 5 points for each project successfully completed Maximum claimable points 15 **NB: Projects in progress will not be considered for evaluation**

		projects successfully completed		
	A1.3 Relevant Experience in Environmental Specialist Services	The bidding company or subcontractor or the declared JV partner must demonstrate experience in Environmental Impact Assessments (EIAs).	at least two **successfully completed** projects involving Environmental Impact Assessments (EIAs). **Annexure A1.3,** **NB: Projects in progress will not be considered for evaluation**	0 = No projects listed / incomplete Annexure 5 points for each project successfully completed Maximum claimable points 10
	A1.4 Relevant Experience in Water Use License Applications	The bidding company or subcontractor or the declared JV partner must demonstrate experience in Water Use License Applications (WULAs), or borehole-related environmental or water-use authorisations (WULA).	at least two successfully **completed projects** involving groundwater abstraction and/or borehole-related environmental or water-use authorisations (WULA). **Annexure A1.4.** **NB: Projects in progress will not be considered for evaluation**	0 = No projects listed / incomplete Annexure 5 points for each project successfully completed Maximum claimable points 10
It is mandatory that the information requested for the above criteria is provided using Annexure A1.1 -A1.4. **The annexure must be completed electronically.** **The bidder must complete Annexure for each sub criterion. The annexures must be fully completed to allow proper evaluation.** **Completed Project: For the purposes of this tender, a completed project means a project for which the contracted works / services have been completed and handed over to a client. Completion certificate for each project (borehole drilling) to be provided with this bid** **Projects in progress will not be considered for evaluation.** **Failure to submit the applicable signed agreement as part of the bid submission in case of subcontracting or Joint venture will result in no points being allocated for this criterion.**				

Subtotal	**/50 points**

CATEGORY	CRITERION	SUB-CRITERIA / ASSESSMENT FOCUS	EVIDENCE REQUIRED	SCORE ALLOCATION
B. Experience of the Lead Professional	**B1. Professional Scientist registered with SACNASP (Pr.Sci.Nat.)**	The proposed Lead Professional must be a Professional Natural Scientist (Pr.Sci.Nat.) registered with SACNASP and have a minimum of 7 years of experience **post-registration.** The Lead Professional must demonstrate experience in groundwater abstraction, geohydrological investigation, borehole feasibility. And must have led projects involving water studies, Water Use Licence Applications (WULA), and overall project lifecycle management.	Proof of registration as Pr.Sci.Nat, qualifications and CV	No points will be allocated for less than 7 years of experience post-registration 20 points = ≥ 7 years and < 10 years of experience post-registration. 30 points = ≥ 10 years years of experience post-registration.

The Lead Professional (Professional Scientist) may be appointed or subcontracted by the bidding company as part of the bid. The bidding company must clearly identify the proposed Professional Scientist and provide the required qualifications, professional registration and relevant experience as part of the tender submission.
The Lead Professional shall be responsible for providing the required professional services and shall remain available for the duration of the relevant project activities. The bidding company shall remain fully responsible for the performance and coordination of the Professional Scientist and any other subcontracted professional services.
Where the proposed Lead Professional is not identified in the bid submission or does not meet the specified requirements, no points will be allocated for the applicable criterion.

Where the proposed Lead Professional is not employed by the bidding company, the nature of the relationship must be clearly declared in the bid submission. Such relationship shall be evidenced as either:

- A subcontracting arrangement; or
- A Joint-Venture (JV) arrangement.

Failure to submit the applicable signed agreement as part of the bid submission will result in no points being allocated for this criterion.
The ASEZ reserves the right to request supporting documentation confirming the employment status or proposed relationship and the Professional Scientist's commitment to the project.

Subtotal B	**/30 points**

CATEGORY	CRITERION	SUB-CRITERIA / ASSESSMENT FOCUS	EVIDENCE REQUIRED	SCORE ALLOCATION
C. Methodology and Implementation Plan	**C1. Methodology and Approach**	Bidder's proposed methodology and approach for executing the EPC/Turnkey Works, demonstrating understanding of	Detailed methodology describing the proposed approach to investigations, design, procurement, drilling,	0 = No methodology / inadequate submission 5 = Limited understanding and generic methodology

		the ASEZ's requirements as per the scope of work, key activities, interfaces, risks, quality requirements and intended operational outcome.	construction, installation, testing, commissioning and handover.	10 = Adequate methodology demonstrating understanding of the scope of work and key activities
	C2. Implementation Plan	Practicality and completeness of the proposed implementation plan, including sequencing, programme, resources, coordination of disciplines/subcontractors, key deliverables, testing/commissioning and handover.	Detailed implementation plan/programme showing key activities, sequencing, milestones, resources and proposed completion approach.	0 = No implementation plan / inadequate submission 5 = Limited or impractical implementation plan 10 = Clear, practical and achievable implementation plan demonstrating appropriate sequencing, resources and coordination
Note: Points for Methodology and Implementation Plan will only be awarded where the bidder provides the required documentary evidence demonstrating the proposed methodology, approach and implementation plan. Failure to submit the required information with the bid will result in the applicable points being deducted/not awarded. No points will be awarded based solely on a declaration or statement without sufficient supporting evidence.				
Subtotal C				**/20 points**
TOTAL FUNCTIONALITY SCORE		**A (50) + B (30) + C (20) = 100**		**100 (Minimum qualifying score = 75 points)**

8.1.3 Phase 3: 80/20 Price and Preference Points System

Only Bidders that have met the requirements in Phase 2 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.

Table I: BEE Points Allocation

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

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

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

The bid will be awarded in accordance with section 2(1)(f) of the PPPFA and regulations 4 of PPR 2022.

9. BRIEFING SESSION & SITE VISIT

A non-compulsory briefing session and site meeting will be held on **18 November 2026 @ 11:00** at Atlantis Special Economic Zone (ZONE 1)
33°35'08.4"S 18°28'31.58

10. DURATION OF CONTRACT

10.1 The commencement date of the agreement will be from the date the agreement is signed and will remain in place for period of **24-months**, or until full completion of all project deliverables.

11. REPORTING AND MONITORING

11.1 The appointed EPC/Turnkey Contractor shall implement and maintain a structured reporting and monitoring system for the duration of the contract to ensure effective planning, coordination, execution, control, and reporting of all activities required for the delivery of the Works.

11.2 Reporting and monitoring shall cover, at a minimum, borehole investigations, drilling activities, test-pumping and yield assessment, design development, statutory approvals, procurement, construction, installation, testing, commissioning, risk management, quality control, programme performance and overall contract progress.

11.3 The Contractor shall submit regular progress reports to ASEZCo in a format and at intervals approved by ASEZCo. Such reports shall provide a clear and accurate record of progress against the programme, key activities completed, deliverables submitted, approvals status, risks and constraints, test results, quality matters, health and safety matters, and any corrective actions required to maintain delivery of the Works.

11.4 The reporting system shall be sufficient to enable ASEZCo to monitor performance, review compliance with the Contract requirements, identify delays or emerging risks, and track progress toward successful completion and handover of the Works.

11.5 Monthly Reporting Requirements

The appointed EPC/Turnkey Contractor shall submit a Monthly Progress Report to the ASEZCo Project Manager, which shall include, but not be limited to, the following:

a) Summary of work completed during the reporting period
b) Progress against the approved programme and key milestones
c) Status of investigations, drilling, and test-pumping activities undertaken
d) Groundwater level monitoring results and interpretation
e) Pumping discharge rates recorded and performance observations
f) Observation borehole monitoring data, where applicable
g) Status and performance of installed equipment, systems, and temporary works, where

applicable

h) Progress on design development, procurement, construction, installation, testing, and commissioning activities

i) Status of statutory approvals, permits, and regulatory submissions

j) Quality management issues, inspections, and non-conformances, where applicable

k) Environmental compliance monitoring and related actions

l) Health and Safety incidents, observations, and corrective actions, if any

m) Risks, constraints, or challenges encountered during implementation

n) Corrective measures implemented or proposed

o) Rainfall recorded during the monitoring period, where relevant to borehole performance or site conditions

p) Planned activities for the upcoming month

q) Any matters requiring ASEZCo review, decision, or intervention

11.6 Monitoring Requirements

The appointed EPC/Turnkey Contractor shall:

a) Monitor groundwater levels throughout the duration of drilling, test-pumping, commissioning, and any other relevant testing activities

b) Monitor pumping rates to ensure that discharge remains consistent with the approved testing methodology and design assumptions

c) Measure and record Static Water Levels and Dynamic Water Levels at the required intervals

d) Monitor and record groundwater level recovery following completion of pumping and testing activities

e) Ensure that all monitoring, measuring, and recording equipment is properly calibrated, functional, and suitable for the required purpose

f) Maintain accurate, complete, and time-stamped records of all measurements, observations, and test data

g) Promptly notify ASEZCo of any deviations, abnormal results, equipment failures, or conditions that may affect borehole performance, test validity, safety, compliance, or the successful delivery of the Works

h) Interpret monitoring results and incorporate such results into design verification, borehole assessment, commissioning and final performance reporting, where applicable

11.7 Project Close-Out Report

a) The EPC/Turnkey Contractor shall submit a Project Close-Out Report upon completion of all test-pumping activities and associated monitoring, analysis, and verification works.

b) Submission of the Project Close-Out Report shall be a mandatory requirement for completion of this portion of the Works and for acceptance of the related test-pumping deliverables by ASEZCo.

c) The Project Close-Out Report shall include, at a minimum, the following:

- A summary of all work undertaken in relation to the test-pumping activities and associated investigations
- Final borehole test-pumping results, including step-drawdown, constant discharge, and recovery test results, where applicable
- Sustainable yield determination and recommended abstraction rates
- Aquifer parameters, interpretations, and hydrogeological analysis
- Monitoring data, field observations, and recorded performance trends
- Details of challenges encountered during execution and the corrective actions implemented
- Recommendations for future groundwater abstraction, monitoring, and operational management
- Confirmation that the test-pumping activities were carried out in accordance with the project specifications, approved methodologies, and applicable statutory and technical requirements

11.8 Monthly Progress Report for Payment

The EPC/Turnkey Contractor shall submit a Monthly Progress Report detailing all work executed during the reporting period in relation to the design, statutory approvals support, procurement, manufacture or supply, construction, installation, testing, commissioning, and associated contract administration activities.

The Monthly Progress Report shall provide a clear account of progress against the approved programme and shall include, where applicable:

a) progress achieved during the reporting period;

b) planned versus actual progress;

c) status of design and technical submissions;

d) status of statutory approvals, permits, and related compliance activities;

e) procurement, manufacturing, delivery, and installation progress;

f) test-pumping, monitoring, testing, and commissioning activities undertaken;

g) quality control and quality assurance matters;

h) health, safety, and environmental matters;

i) risks, delays, constraints, and corrective actions;

j) forecast activities for the next reporting period; and

k) any matters requiring review, decision, or intervention by ASEZCo.

l) Each Monthly Progress Report shall be submitted together with the Contractor's supporting payment documentation, including:

- a valid tax invoice; and
- a statement of account

12. BID VALIDITY

Any proposal submitted shall remain valid, irrevocable, and open for written acceptance by ASEZCo for a period of 120 days. Where deemed necessary, ASEZCo may request the period to be extended. Any further conditions that the bidder may introduce will be considered at the sole discretion of ASEZCo.

13. LATE BID SUBMISSIONS

Late submissions will **NOT** be considered for evaluation.

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

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

a) Every member of the joint venture must be registered contractor in terms of the CIDB regulation, and the lead partner (Main bidder /Bidding Company) has a grading designation of not lower than one level below the required grading designation in the class of construction works under consideration

b) Combined Grading: The combined grading designation of the JV must equal or exceed Grade 4 CE.

c) A copy of the signed Joint Venture Agreement showing clearly the percentage contribution

of each partner to the Joint Venture shall be provided when responding to this tender.

The agreement must be signed by all parties involved.

i) In the event of subcontracting, bidders must clearly indicate the percentage of the work to be subcontracted. A subcontracting agreement, signed by all parties, must be submitted with the bid

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

15. REGISTRATION ON SUPPLIER DATABASES

15.1 Prospective bidders must be registered on the CSD at the time of bid closure. All prospective bidding agencies that are not registered on the CSD are requested to self-register on www.csd.gov.za.

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

16. CONTRACTUAL ASPECTS

16.1 The contents of this document shall be deemed to constitute:

- The Contract shall be aligned to an EPC/Turnkey form of contract with risk allocation, obligations, and responsibilities interpreted in a manner consistent with the FIDIC Silver Book approach, subject to the specific provisions of this tender and the final executed agreement.
- General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

16.2 FIDIC Silver Book is intended to serve as the main agreement

i) 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.

ii) No Service Level Agreement (SLA) shall be concluded until all required documentation has been submitted within the prescribed timeframe and verified to the satisfaction of ASEZCo.

iii) The successful bidder may not assign its obligations.

iv) 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.

16.3 The successful bidder shall, as a condition of appointment and prior to the commencement of any services of works, provide ASEZCo with satisfactory proof that the required insurance cover is in place or can be effected immediately upon appointment.

16.4 Such insurance shall include, where applicable and relevant to the scope of the contract, the following:

- Public Liability Insurance
- Professional Indemnity
- Contractors All Risk Insurance
- Workmen's compensation/compensation for occupational injuries and diseases cover; and
- Any other insurance required by law or reasonably required for the execution of the contract.

16.5 The minimum level of cover for Public Liability Insurance and Contractors All Risk Insurance shall be **R5 million (Five Million Rand)**, or such higher or alternative amount as may be determined by Atlantis Special Economic Zone Company (ASEZCo) and specified in the Contract Data or Conditions of Appointment.

16.6 Where the scope of the appointment includes professional services, the successful Engineering, Procurement and Construction (EPC) Contractor shall ensure that its appointed subcontractors or subconsultants responsible for providing such professional services maintain adequate Professional Indemnity Insurance with a minimum indemnity limit of **R5 million (Five Million Rand)**.

16.7 The Professional Indemnity Insurance shall be procured and maintained directly by the respective sub-contracted or sub-consulted entities providing the professional services and shall remain in

force for the duration of the contract.

16.8 ASEZCo reserves the right to verify the authenticity, adequacy and validity of any insurance policy submitted

16.9 Submit proof of professional membership from the Drilling contractor registered with the Borehole Water Association (BWA) or equivalent.

16.10 The successful bidder shall maintain the required insurance cover for the full duration of the contract and shall provide updated proof of renewal whenever requested by ASEZCo.

16.11 Failure by the successful bidder to provide satisfactory proof of the required insurance within the period stipulated by ASEZCo may result in ASEZCo declining to conclude the appointment, withdrawing the award, or delaying commencement until such proof is provided.

17. LOCAL LABOUR / EMPLOYMENT

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

17.2 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.

18. PERFORMANCE VERIFICATION

The ASEZCo's appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

19. DISCLAIMER

19.1 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.

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

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

19.4 The ASEZCo will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

19.5 The ASEZCo reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the ASEZCo about a bidder that could put the ASEZCo at risk.

19.6 The ASEZCo reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.

19.7 It must be noted that the Atlantis Special Economic Zone reserves its right to:

a) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow.
b) To reject the lowest acceptable tender received; and/or
c) cancel this tender.

20. ABSENCE OF OBLIGATION

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

21. COMMUNICATION

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

22. CONTRACTED PARTY DUE DILIGENCE

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

23. TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE

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

24. INDEMNITY

The successful bidder will indemnify, protect, defend and hold harmless the ASEZCo from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

a) Any claim of any taxes payable by the bidder.
b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.
c) Any claim by a third party including any employees of the ASEZCo or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants or agents.

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

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

25.2 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

25.3 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.

25.4 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.

25.5 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.

26. FRONTING

26.1 The ASEZCo supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the ASEZCo strongly condemns any form of fronting.

26.2 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.

27. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

27.1 The ASEZCo reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of the ASEZCo or any other organ or entity and whether from the Republic of South Africa or otherwise.

27.2 The ASEZCo reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of the ASEZCo or any other organ or entity and whether from the Republic of South Africa or otherwise:

a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
b) Seeks any assistance, other than assistance officially provided by an ASEZCo, from any employee, advisor or other representative of 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 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.

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.

28. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

28.1 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.

28.2 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.

29. COPYRIGHT AND INTELLECTUAL PROPERTY

29.1 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).

29.2 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.

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

29.4 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.

29.5 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.

29.6 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**.**

29.7 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.

29.8 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.

29.9 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.

29.10 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.

29.11 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.

30. CONFIDENTIALITY

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

a) Disclose the confidential information, directly or indirectly, to any person or entity, without the ASEZCo's prior written consent.
b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
c) Copy, reproduce, or otherwise publish confidential information except as strictly required for the execution of the contract.

30.2 The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

a) Disclose the confidential information to any third party, or
b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
c) The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

30.3 The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

a) Was independently developed by the recipient prior to its involvement with the ASEZCo or in the possession of the recipient prior to its involvement with the ASEZCo;
b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the ASEZCo; or
d) Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the ASEZCo of such requirement prior to any disclosure.

30.4 The recipient shall within one (1) month of receipt of a written request from the ASEZCo to do so, return to the ASEZCo all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

a) All written disclosures received from the ASEZCo;
b) All written transcripts of confidential information disclosed verbally by the ASEZCo; and
c) All material embodiments of the contract intellectual property.

30.5 The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

30.6 Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

30.7 The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the ASEZCo. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the ASEZCo is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages

31. FORCE MAJEURE

31.1 ”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.

31.2 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.

31.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

End.

*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

SIGNATURE : _____

DATE : _____