



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: RFP- SEC/13/003

REQUEST FOR PROPOSAL (RFP) PACK

FOR SECURITY SERVICES FOR THE EAST LONDON INDUSTRIAL DEVELOPMENT
ZONE

START DATE: 26 April 2019
CLOSING DATE: 20 May 2019

NAME OF TENDERER: _____

TENDERER'S ADDRESS:

CHECKLIST FOR SUBMISSIONS

ITEM	TICK
Supporting Documentation to Be Submitted	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Tax Clearance Certificate or SARS PIN	
Valid Proof of Office Location (e.g. Relevant, verifiable municipal utility bill, rental / lease agreement of business location)	
Three (3) Completed and Verifiable Reference Letters for similar work (Annexure 2)	
Curriculum Vitae (CV) of Proposed Site Manager (including verifiable reference contact details)	
Curriculum Vitae (CV) of Two (2) Proposed Site Shift Supervisors (including verifiable reference contact details)	
Compulsory Documentation to Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
JV Participation Documentation (If applicable)	
Valid proof of good standing for workman's compensation from the Department of Labor Compensation Commissioner, or any other registered workman's compensation insurer.	
Valid PSIRA (Private Security Industry Regulatory Authority) registration certificate	
Valid ICASA (The Independent Communications Authority of South Africa) license - ICASA Frequency Spectrum Licence and/or Radio Station License for a two-way radio communication.	

Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.

The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.

RFP PACK CONTENTS

1. **Section A:** General Guidelines
2. **Section B:** Requirements Specification
3. **Section C:** Service Level Agreement
4. **Annexure 1:** Procurement Handbook
5. **Annexure 2:** Reference Letter



SECTION A: General Guidelines

FOR SECURITY SERVICES FOR THE EAST LONDON INDUSTRIAL DEVELOPMENT
ZONE

1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule i.e. 80 of evaluation points will be based on price competitiveness and 20 will be based on BBBEE status. The following formula is used:

Calculation of the points for Price:

$$Ps = R \times \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where:

- Ps = Points scored for price of tender under consideration
- R = Percentage of the price
- Pt = Rand value of tender under consideration
- Pmin = Rand value of lowest acceptable tender
- R must be up to a maximum of 80

Score Breakdown:

- Price (R) = 80 points
- BBBEE = 20 points

A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives.

Preference points shall be awarded on the basis of a B-BBEE verification certificate issued by an accredited Verification Agency.

Tenderers are required to submit a Valid original or certified B-BBEE Certificate. Failure to submit a valid B-BBEE certificate will result in zero points being awarded for preference.

The following table shall be used to convert the contribution level as per B-BBEE certificate into points.

Table: B-BBEE Points Conversion

Level Contribution	B-BBEE Score	Points Conversion 20
Level 1	>100%	20
Level 2	85~100%	18
Level 3	75~85%	14
Level 4	65~75%	12
Level 5	55~65%	8
Level 6	45~55%	6
Level 7	40~45%	4
Level 8	30~40%	2
Non-Compliant	0~30%	0

Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the ELIDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

No points will be awarded for achieving B-BBEE objectives if the total percentage scored for B-BBEE is less than 30%. All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).

2 CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- A compulsory briefing session will be held on the 3rd May 2019 starting at 10h00 at the East London IDZ Head Office building, auditorium.
- Questions relating to the RFP will be accepted until 16h00 on the 10th May 2019. All questions must be submitted to Zandile Mtebele via e-mail to zandile@elidz.co.za
- The closing date for this tender is at 12h00 on the 20th May 2019;
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Tender documents must be submitted in duplicate and are to be securely bound;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.
- Tenderers must be registered on CSD database from Treasury.

3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure A (Procurement Handbook) with the tender together with all profit-sharing percentage information.

4 AREA OF SERVICE/POINT OF DELIVERY

The delivery of services will be required at the ELIDZ Zones, Lower Chester Road, Sunnyridge, East London as well as other sites under the jurisdiction of the ELIDZ.

5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

Service Providers must note the following special conditions of contract will apply to this contract:

Modification of any applicable terms of reference of this contract must be mutually agreed between the parties and reduced to writing.

- ☐ VAT: Unless otherwise stated all prices will be inclusive of **Value Added Tax**.
- ☐ All services provided must comply and be in accordance with pertinent laws and policies of government.

Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.

In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful Bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.

Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the dti in consultation with the National Treasury.

6 COMPANY PROFILE

A brief company profile is required, to assist ELIDZ in assessing your capabilities, capacity and competitive advantages.

7 INADEQUATE SERVICE LEVELS AND PERFORMANCE

In instances of transgression of a more serious nature, should the ELIDZ during the contract period for any reason regard the Service provider's service levels and performance against this contract as being inadequate or not to the ELIDZ's satisfaction, the details will be reduced to writing, clearly headed "Inadequate performance" and sent to the service provider. In the event that the service provider is unable to remedy the complaints to the ELIDZ's satisfaction

within 14 days of such notice of inadequate performance, ELIDZ reserves the right to immediately cancel this contract and recover costs in terms of the Service Agreement.

8 SERVICE LEVEL AGREEMENT

The successful tenderer will be required to enter into a written Service level agreement with the ELIDZ which will be based on the draft Agreement set out herein in Section C, which will include Section A and B and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

9 PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of ninety (90) days after the closing date of the tender. The tender price shall be in South African Rand.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

10 PAYMENT TERMS

A maximum payment processing period of thirty (30) days will be enforced. The thirty-day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- ☐ Original invoices;
- ☐ Statement of accounts.

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

11 SUFFICIENCY OF TENDER

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

12 TENDERER'S CONDITION

All tenderer's shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

13 DISQUALIFICATION

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session, and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent, and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

14 SHERQ COMPLIANCE

Before starting work, the successful service providers must produce the following for approval:

1. Project specific Safety, Health & Environmental (SHE) Risk assessments,
 - a. SHE Risk assessments to include activity specific risks, service providers risk to the ELIDZ and the ELIDZ risk to them;
2. SHE plans and safe work procedures must be developed to respond to project specific activities as well as to identified risks: for example (waste management plans, fall protection plans etc.);
3. List of applicable PPE required;
4. Applicable legal appointments - as required;

All of the above must be included in a SHE file together with:

1. Copy of scope of work;
2. Copy of appointment;
3. PPE issue register;
4. Requisite training / competency certificates where applicable;
5. Medicals as applicable to the nature of the work (for example, there must be medicals for employees who will be working at heights to confirm that they are fit to work at heights);

15 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific “areas of work” (or parts of “areas of work”) of the tender as it sees fit.

Accordingly, tenderers are advised to ensure that all prices submitted against each “area of work” are sufficient to cover the tenderer’s entire obligation as defined in these documents, required to provide each specific “area of work”.

16 SUPPORTING DOCUMENTATION TO BE SUBMITTED

ITEM	TICK
Supporting Documentation to Be Submitted	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Tax Clearance Certificate or SARS PIN	
Valid Proof of Office Location (eg. Relevant, verifiable municipal utility bill, rental / lease agreement of business location)	
Three (3) Completed and Verifiable Reference Letters for similar work (Annexure 2) Must include per annum contact values and related contract dates.	
Curriculum Vita (CV) of Proposed Site Manager (including verifiable reference contact details)	
Curriculum Vitae (CV) of Two (2) Proposed Site Shift Supervisors (including verifiable reference contact details)	

17 COMPULSORY DOCUMENTATION TO BE SUBMITTED

The following documentation is considered as compulsory documentation and is required to be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-responsiveness.

ITEM	TICK
Compulsory Documentation to Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
JV Participation Documentation (If applicable)	
Valid proof of good standing for workman's compensation from the Department of Labour Compensation Commissioner, or any other registered workman's compensation insurer. <input type="checkbox"/> ELIDZ reserves the right to verify the validity of the Letter of Good Standing with the Department of Labour.	
Valid PSIRA (Private Security Industry Regulatory Authority) registration certificate <input type="checkbox"/> ELIDZ reserves the right to verify the validity of the PSIRA registration with PSIRA.	
Valid ICASA (The Independent Communications Authority of South Africa) license - ICASA Frequency Spectrum Licence and/or Radio Station License for a two-way radio communication. <input type="checkbox"/> Should the two-way radios be rented/leased, the Service Provider should provide ELIDZ with the ICASA License from the leased company. <input type="checkbox"/> ELIDZ reserves the right to verify the validity of the ICASA License and if the license they possess is a Frequency Spectrum License and/or Radio Station License for a two-way radio communication.	

18 METHOD OF SUBMISSION

It will be the responsibility of the tenderer to ensure that the tender reaches the ELIDZ. Proof of posting will not be taken as proof of delivery. **All tender documents submitted are to be securely bound and submitted in duplicate.** Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A – Technical Proposal" and "Envelope B – Financial Proposal". The financial proposal will only be opened should the technical proposal be found to be acceptable.

The Envelope A – Technical Proposal:

- ☐ Must include numbered or alphabetized section dividers and a contents page that indicates the numbered or alphabetized section names.
- ☐ Above-mentioned sections to align to documents listed in the above tables articulating the Supporting and Compulsory documentation to be submitted.

The tender should be placed in a sealed envelope marked “RFP- SEC/13/003” and deposited by hand in the tender box before the closing date and time of 12h00, 20 May 2019. ELIDZ WILL NOT BE RESPONSIBLE FOR DOCUMENTS PLACED IN AN INCORRECT TENDER BOX.

The tender box will be marked tender name “RFP- SEC/13/003” which can be found in the following location:

The ELIDZ, Head Office Reception, Lower Chester Road, Sunnyridge, East London, 5201

Tender must be marked:

For the attention of: Zandile Mtebele: SCM Officer

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP’s goods / service(s) and request Respondents to re-bid on any changes;
3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the goods or services specifications;
6. disqualify Proposals submitted that do not meet the necessary functionality where required;
7. not necessarily accept the lowest priced Proposal;
8. reject all Proposals, if it so decides;
9. place an order in connection with this Proposal at any time after the RFP’s closing date;
10. split the award of the order/s between more than one Supplier/Service Provider; or
11. make no award at all;
12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



SECTION B: Requirements Specification

FOR SECURITY SERVICES FOR THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

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1. Introduction

The East London IDZ (ELIDZ) would like to appoint a service provider to provide security services, security personnel and associated equipment, to the East London Industrial Development Zone, which includes but might not be limited to Specifications outlined in **Section 3 – Detailed Requirements**.

2. Considerations

2.1. Requirements Considerations

The services defined are based on the current understanding of the requirements and strategic and business objectives of the ELIDZ. Therefore, as the need arises, the services may be amended (by agreement between the parties) to ensure that it at all times reflects the realities of the relationship between the ELIDZ and the Service Provider.

The service responsibilities stipulated shall not be construed as an exhaustive list and the Service Provider shall be required to provide ancillary services or to comply with ancillary responsibilities to the extent that this may be required for the effective compliance with the stipulated responsibilities and to ensure that the Premises are secure at all times (365/24/7).

In connection with the provision of the Security Services, and without prejudice to any other obligations, the Service Provider will be required to liaise regularly with appropriate personnel and/or contact points, with the ELIDZ through the ELIDZ SHEQ Manager with the local South African Police Services in East London. **The Service Provider will appoint a site manager as the service providers permanent on-site representative, who must have a motor vehicle at all times and who will form part of the ELIDZ security related forums, attend meetings, respond to and coordinate emergencies, as well as to attend to all assigned actions when required to do so.**

2.2. Requirements for Functionality

The score achieved for quality functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero score for that section).

FUNCTIONALITY EVALUATION MATRIX

The following evaluation criteria should be read in conjunction with completing and submitting Annexure 2 (Reference Letters).

Locality	10	Where the business is located. (Determined by the submission of a Relevant, verifiable municipal utility bill rental / lease agreement of business location).
Outside Eastern Cape	2	
Within Eastern Cape	5	
BCMM	10	
YEARS THE COMPANY HAS BEEN DOING SIMILAR 24/7/365 WORK	26	The number of years/period that the company has been doing similar security services work (similar work is determined by the contact periods and the number of personnel deployed per shift as confirmed on the reference letters – Annexure 2).
3 years (with minimum 20 postings per site per shift)	5	
>3 to 6 years (with minimum 20 postings per site per shift)	15	
>6 years to 8 years (with minimum 20 postings per site per shift)	20	
>8 years (with minimum 20 postings per site per shift)	26	
Experience of permanent on site, Site Manager	20	Will be determined by relevant CV (CV to contain summary of previous similar work done, as well as contact information of verifiable references to verify years of experience)
3 years	5	
>3 to 5 years	10	
>5 years to 8 years	15	
>8 years	20	
Experience of site shift Supervisor	10	Will be determined by relevant CV (CV of first shift supervisor to contain summary of previous similar work done, as well as contact information of verifiable references to verify years of experience)
2 years	2	
>2 to 3 years	5	
>3 to 5 Years	8	
>5 years	10	

Experience of site shift Supervisor	10	Will be determined by relevant CV (CV of second shift supervisor to contain summary of previous similar work done, as well as contact information of verifiable references to verify years of experience)
2 years	2	
>2 to 3 years	5	
>3 to 5 Years	8	
>5 years	10	
REFERENCE SCORE	24	Annexure 2 completed with respective referee contact details, signature and company stamp. (Score calculated by adding the total scores of submitted relevant reference letters – (Annexure 2). (Relevant references are those verifiable references for contracts with similar / relevant work experience, where a Minimum: <input type="checkbox"/> 20 security personnel per shift are / were posted on the site where security services are / were rendered; <input type="checkbox"/> Contract periods of two (2) years.
Reference Score	24	
Total Score	100	

NB: Minimum points required to proceed to the next evaluation phase is 70 out of 100.

2.3. Financial Considerations

Payment milestones will be attached to the service level agreement.

2.4. Time Constraints

The East London Industrial Development Zone would like this project to commence on the 01 July 2019 after the signing of the service level agreement.

2.5. Area of Service and Facilities

The delivery of services will be required at the East London IDZ offices, Lower Chester Road, Sunnyside, East London or anywhere the service is required.

3. Detailed Requirements

This section will aim to unpack all elements require for this project.

<p><u>Appearance</u></p> <p>The Service Provider shall ensure that personnel appearance must be neat, that such personnel are well groomed, have duty wear, uniforms and all-weather gear that meet with the ELIDZ approval.</p>
<p><u>Identification and Tags</u></p> <p>The Service Provider shall ensure that they have a file on site with the names, grades, PSIRA registration numbers and photographs of all Security personnel posted at the ELIDZ at all times. In addition, all security personnel must be fitted with relevant identity tags depicting their names, grades, PSIRA registration numbers.</p>
<p><u>Turnover in staff</u></p> <p>The Service Provider shall ensure that turnover of key personnel (Site Manager, Site shift Supervises, Control Room Operators, Receptionists, Grade A and B staff) is limited, and that any proposed change is discussed and agreed to with the ELIDZ.</p>
<p><u>Professionalism</u></p> <p>The Service Provider shall ensure that the personnel are at all times (24/7) whilst on duty professional, sober and courteous towards the ELIDZ employees, contractors, visitors and tenants. Stand-to's must never be longer than one hour after shift change.</p>
<p><u>Communication Skills</u></p> <p>The Service Provider shall ensure that the personnel must have well developed linguistic skills and must be able to communicate information in English and Xhosa whenever the need arises. Personnel placed in reception areas must be capable of performing receptionist related functions in a professional manner that include: receiving and addressing incoming calls, receiving and relaying messages and receiving, addressing visitors to the area being manned and carrying out relevant procedures.</p>
<p><u>Knowledge of the Premises</u></p> <p>The Service Provider shall ensure that personnel: -</p> <ul style="list-style-type: none"> <input type="checkbox"/> have full knowledge of the Premises, tenant location as well as services/ facilities locations and availability at the Premises; <input type="checkbox"/> are able to communicate activities and events on site at a given time or any other relevant information to the Visitors, contractors or Tenants whenever requested to do so.
<p><u>Risk Management</u></p> <p>The service provider shall ensure that there is a formal approach to Risk Management in terms of the producer and risk assessment methodology approved by the ELIDZ.</p> <p>Using the above-mentioned formal approach to Risk Management at the ELIDZ, the service provider shall ensure the development, maintenance, periodic review and reporting on SHE & Zone Security related risks.</p>

Staff Training

The Service Provider shall ensure that all personnel involved in the provision of the Security Services have undergone or have a plan to implement for them:

- ☐ Customer services training
- ☐ Refresher training as specified by the Security Regulating bodies of Officers Board
- ☐ Regular emergency and reaction response drill training
- ☐ Basic Safety, Health and Environmental management training that includes:
 - firefighting training
 - first aid training
 - environmental management awareness training

All training required in terms of this Agreement is to be conducted by suitable qualified training providers and proof of training must be on file, on site and available to the ELIDZ on request.

Cell Phones

All key personnel (Site Manager, Site Shift Supervisors) must be equipped with cell phones, which are fully operable at all times (24/7). The related cell phone numbers must be made available to the ELIDZ Security Services Contract Manager and kept relevant at all times.

Radio Contact

The Service Provider shall ensure that all personnel on duty should be in radio contact with one another and must ensure that proper radio communication procedures are followed at all times (24/7).

Use of Facilities

The Service Provider shall ensure that its personnel only make use of facilities specifically provided to such personnel at the ELIDZ Premises. The service provider shall ensure that facilities utilized are kept clean and presentable at all times (24/7).

Facilities include but might not be limited to ablution facilities, guard houses and control rooms. The service provider is to ensure that ablution facilities allocated for their use are kept sanitized at all times. At the end of the contract period, the service provider shall further ensure that facilities utilized are handed back to the ELIDZ in the condition received.

Personnel Shortages

The Service Provider shall ensure that there are no personnel shortages at any time for the duration of the contract. The Service Provider shall develop and have the ELIDZ approve contingency plans to address planned or unplanned personnel shortages that might be experienced. Any personnel shortages experienced must be reported to the ELIDZ along with an interim plan to cover the shortage and an action plan to prevent recurrence.

The service provider must submit a plan for the approval of the ELIDZ to address any planned or unplanned strike action of service provider personnel. The plan must ensure that all ELIDZ security requirements as per this agreement is not compromised at any time for the duration of planned or unplanned strike action nor the contract period at large.

Business Continuity Planning

The service provider shall develop a 24/7/265 - Business Continuity Plan (contingency plans for ELIDZ approval) for eventualities with minimum requirements that include but might not be limited to:

- ☐ Employee strike action;
- ☐ Employee illness;
- ☐ Employee death / disability;
- ☐ Patrol Vehicle breakdown;
- ☐ Quad bike breakdown;

Taxi strikes, fire and other natural disasters that compromise employee ability to get to work.

<p><u>Use of firearms</u></p> <p>The Service Provider shall ensure that it complies with the Statutory Firearms Act. Failure to comply with this responsibility shall constitute a material breach of this agreement, which is not capable of being remedied.</p>
<p><u>Standard arrest procedures</u></p> <p>The Service Provider shall ensure that all Security personnel are familiar with standard arrest procedures and local authority security regulations. To this end the service provider is to establish a formal relationship with the SAPS. The service provider will on behalf of the ELDZ, coordinate quarterly meetings with the SAPS and develop a standard agenda for these sessions.</p>
<p><u>Confidential Information</u></p> <p>The Service Provider shall ensure that no confidential information of any nature is divulged via security personnel to any member of the press, public or any third party. The Service Provider shall abide by the Disclosure of Information Act in its relationship with the ELIDZ as its client.</p>
<p><u>Compliance</u></p> <p>The Compliance Requirements for all Responsibilities and Service Levels as set out in the contractual agreement shall be implemented and complied to by the Service Provider at all times. These include but are not limited to complying with all applicable procedures, policies, instructions as well as applicable legal and other requirements.</p> <p>The service provider will be expected to comply with elements of a Scorecard to be used to measure performance.</p>
<p><u>Resources</u></p> <p>The Service Provider shall comply fully with the resource requirements detailed in the price schedule in Envelope B. The Service Provider shall ensure that equipment resources (including and not limited to, vehicles, quad bikes, golf carts, communication equipment, etc. are fully functional, operational and on site at all times for the duration of the contract. To this end, the Service Provider shall develop contingency plans for such equipment breakdown to the satisfaction and for the approval of the ELIDZ.</p>
<p><u>Equipment Requirements</u></p>
<p><u>Communication Equipment</u></p> <p>The Service Provider shall provide a base UHF / VHF radio transceiver and repeater, equipped with a minimum of two channels which will enable clear voice communication throughout the entire ELIDZ at all times (24/7).</p>
<p><u>Hand-held Radio's</u></p> <p>The Service Provider shall ensure that hand held radios used in the provision of the services work according to factory specifications and is fit for purpose on site at all times (24/7).</p> <p>Fully charged spare batteries must be available as replacement batteries. Discharging batteries must be replaced before they are fully discharged.</p>

Motor vehicles

In addition to the security site managers vehicle, the service provider shall ensure that there is always one all-terrain motor vehicle available and in factory specified working order at all times (24/7) on the ELIDZ premises.

The Service Provider shall ensure that all motor vehicles used in the provision of the Services are

- ☐ Suitably branded and equipped and in good working condition at all times (24/7);
- ☐ Repaired or replaced to the extent required to comply with the responsibilities stipulated in this Agreement;
- ☐ Fitted with warning lights on the roof of the vehicles.

The service provider shall provide the ELIDZ with a contingency plan that ensures at least one all-terrain motor vehicle available and in factory specified working order at all times (24/7) on the ELIDZ premises.

Quad Bikes and Golf Carts

The Service Provider shall ensure that there at least two quad bikes and one golf cart available and in factory specified working order at all times (24/7) on the ELIDZ premises.

The Service Provider shall ensure that the two quad bikes and the available golf cart are fitted with front lights for night driving.

The Service Provider shall ensure that security personnel authorized to use the two quad bikes and the available golf cart are trained and deemed competent to drive them. Proof of training and sign off of competency must be available on file and on site at all times for such personnel.

The service provider shall provide the ELIDZ with a contingency plan that ensures at least two quad bikes and one golf cart is available and in factory specified working order at all times (24/7) on the ELIDZ premises.

Staff Equipment requirements

The Service Provider shall ensure that all Security Officers are equipped with the following equipment at all times whilst on duty: -

- ☐ Handcuffs and batons
- ☐ pens and notebooks
- ☐ torches (night staff)
- ☐ timepieces

Compliance to ELIDZ Zone Rules

The Service Provider shall: -

Ensure capability to administer Security related Zone rules that include but might not be limited to:

- ☐ Wheel clamping: in relation to procedures and equipment;
- ☐ Speed control: in relation to procedures and equipment;
- ☐ Incident or other ad hoc Perimeter control: in relation to procedures and equipment

Equipment Maintenance

The Service Provider shall: -

- ☐ ensure that all equipment used in the provision of the Services is in good working condition at all times (24/7), with no parts missing;
- ☐ inspect the equipment daily to ensure compliance with this responsibility;
- ☐ Immediately repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this Agreement.

Administration and Reporting Requirements

Reporting of incidents

The Service Provider shall ensure that all security related incidents are reported to the ELIDZ within 12 Hours of the occurrence of incident in a written or typed incident report format.

Reporting must be in accordance with best practice reporting protocol and include a root cause analysis as well as recommendations for correction, improvement or mitigation.

Templates used for incident management must be approved by the ELIDZ.

Incidents of a vitally urgent nature affecting the ELIDZ must be immediately reported to the SHEQ Manager as matter of urgency.

Security personnel are expected to become familiar with and to comply with ELIDZ emergency preparedness protocol at all times.

The ELIDZ emergency preparedness protocol is centralized though the security control room manned by the security service provider controller. Posted controllers and supporting reception staff will be required to become familiar with the emergency preparedness protocol and competent in giving effect to the role of controller and supporting receptionist in this regard.

Monthly Report

The Service Provider shall provide the Employer with a detailed monthly report relating to the Security Services in a format to be agreed between the parties, within 10 (seven) days of the last day of the month to which the report relates.

The report is to include but might not be limited to:

- results of an agreed scorecard
- the security risk register (SHE & Zone Security related risks)
- action planning
- statistics relating to incidents, including but not limited to the following: -
 - Vehicle theft and attempted theft on the Premises
 - Arrests made
 - Warnings issued
 - Problems encountered
 - Crime prevention measures
 - Tenants/ Visitors concerns pertaining to security measures
 - emergencies, irregularities, suspect persons and movements reported to the control room
 - condition of the perimeter fence
 - ELIDZ direct – building doors left open
 - ELIDZ street lights not working
 - posting problems
 - training
 - staffing
 - incidents and alarms
 - access control anomalies
 - agreed to access control reporting requirements
 - consolidation of Manuka access control procedures
 - other issues that the service provider may find to be critical to the security of the ELIDZ
 - other issues that the ELIDZ might find to be critical to the ELIDZ security risk management.

Reporting requirements may be reviewed from time to time at the discretion of the ELIDZ.

<p><u>Emergency Procedures</u></p> <p>The Service Provider shall in conjunction with the ELIDZ regularly review, amend existing or draft Emergency Procedures and shall implement and maintain such procedures and practices. Emergency Procedures shall be reviewed by the service provider on an annual basis and such reviews approved by the ELIDZ as and when required.</p>
<p><u>Occurrence Book (OB)</u></p> <p>An OB must be maintained at all times (24/7) by the relevant supervisory staff.</p> <p>An OB should be held in the Control Room as well as all satellite stations throughout the zone and must be accessible to authorized staff of the ELIDZ immediately upon request.</p> <p>Copies of the OB entries from the previous shifts must be provided to the ELIDZ as and when required.</p>
<p><u>Incident Report Book</u></p> <p>The service provider shall ensure that all posts are issued with an incident report book to record incidents.</p>
<p><u>Information Book</u></p> <p>The service provider is to ensure that all posts are issued with an information book in which instructions and information from the previous shift will be recorded for the incoming shift.</p>
<p><u>Alcohol and Drug Register</u></p> <p>The service provider shall provide an alcohol and drug register into which all records of alcohol and drug tests must be recorded.</p>
<p><u>Duty Roster</u></p> <p>The Service Provider shall ensure that a duty roster is kept detailing the identity of personnel on duty and the times and shifts. A copy of the duty roster must be immediately available and provided to the ELIDZ upon request.</p>
<p><u>Personnel Files</u></p> <p>Copies of personnel files including CV's relating to the Service Provider's personnel involved in the provision of the Services should be provided to the ELIDZ on request.</p>
<p><u>Incident Response Requirements</u></p>
<p><u>Response to alarms</u></p> <p>The Service Provider shall ensure that at least one Security Officer will immediately respond to any alarm at the Premises or any reported incident. Details of the alarm and the response must be reported on as per agreed to reporting protocol. Where applicable, ELIDZ emergency preparedness protocol must be followed.</p>
<p><u>Response to complaints</u></p> <p>The Service Provider shall ensure that all complaints and or requests from tenants or visitors are promptly addressed by means of systems and procedures to be agreed with the ELIDZ to ensure customer satisfaction.</p>
<p><u>Notification</u></p> <p>The Service Provider shall notify the ELIDZ of any emergency, bomb scare or fire immediately as such event occurs.</p>

Control Rooms

Use of satellite Control Room

The Service Provider shall, as part of the Security Services, utilise the established satellite control rooms at the Premises to co-ordinate and manage the security personnel and service requirements, any security related incidents that take place at the Premises, as well as to coordinate and give effect to ELIDZ emergency preparedness protocol.

Control Room Training

The Service Provider shall ensure that Control Room personnel undergo specific control room operator training, as required by the Employer or the PSIRA and that there is continuity of the provision of the services as per the Service Level Agreement at all times 24/7.

Monitor Systems and Procedures

The Control Rooms are for monitoring and control all emergency procedures, CCTV and security systems.

CCTV Network in Control Rooms.

The service provider is at all times (24/7) responsible for monitoring CCTV and reporting and responding (where required to do so) on any irregularity observed. The service provider will also report on defects / deficiencies in the CCTV availability, functioning of cameras, camera locations, number of cameras in strategic locations, focusing and positioning of cameras, camera lens cleanliness and risk assessments related to locating of cameras and scope of CCTV network.

Monitor Communications

The Control Room is to monitor all communications between personnel in order to detect emergencies or irregularities, which might affect the security of the Premises and / or require reaction from the Armed Response team.

Recording and Administration

The Control Room is to house all records and reports as described in the General Conditions of Contract.

Unauthorised Personnel

No unauthorized or non-essential personnel are to loiter in the control room, only personnel appointed specifically as control room operators or receptionist should be permitted entrance.

Reception Function

- ☐ The receptionist shall:
- ☐ Respond to calls from visitors, tenants, personnel or any other party in respect of any operational, security, safety health or environmental related incidents at the Premises.
- ☐ Receive and process visitors, tenant personnel, ELIDZ personnel, or any other party in respect of construction, maintenance, safety, health, environmental or security practitioners.
- ☐ Be responsible for providing records of access and exit of the ELIDZ access points.
- ☐ Liaise with the ELIDZ SHEQ manager, PR & Communications departments and attend meetings with them when required to do so.
- ☐ Manage fire arm protocol that includes storing firearms and verifying license holders upon collection of firearms if required to do so.

Reporting to SHEQ Manager

The Service provider shall take instructions from the SHEQ Manager only unless otherwise directed by the SHEQ Manager.

The Service Provider shall ensure that all emergencies and irregularities are reported to the ELIDZ SHEQ Manager immediately, including all reports concerning suspect persons, movements and/or actions on the Premises.

The service provider shall attend all meetings and provide ant relevant report requested by the ELIDZ SHEQ Manager.

<p><u>Access Control:</u></p> <p><u>Manning of Access points</u></p> <p>The Service Provider shall ensure that all access and exit points to the Premises are manned by its security personnel at all times (24/7).</p>
<p><u>Access and Exit Control</u></p> <p>The Service Provider shall control all access and exit to the Premises and follow procedures in such a manner to ensure maximum security of the Premises without undue inconvenience for visitors and tenants.</p>
<p><u>Access Cards</u></p> <p>The Service Provider shall control the issue and retrieval of Visitor Access Cards, including the recording process pertaining thereto, when required to do so.</p> <p>The Service provider shall be responsible for managing access control cards with respect to operating systems, issuing, receiving, and transactions of visitor's cards, as well as issuing of ELIDZ personnel cards, tenant personnel cards and new security personnel access cards.</p>
<p><u>Access Permits</u></p> <p>Vehicular access pertaining to Construction vehicles will controlled by security personnel according to procedures developed to control the access of construction vehicles and personnel.</p>
<p><u>Identification of suspect persons</u></p> <p>The Service Provider shall ensure that through the controlling of access it will identify suspect persons entering the Premises and shall report such persons to the SHEQ Manager.</p>
<p><u>Access Restriction</u></p> <p>The Service Provider shall ensure that entry is restricted to authorized persons only and that none of the following categories of persons gain access to the Premises :-</p> <ul style="list-style-type: none"> <input type="checkbox"/> beggars <input type="checkbox"/> hawkers / street vendors <input type="checkbox"/> job seekers <input type="checkbox"/> site seers <input type="checkbox"/> door to door sales people
<p><u>Patrols</u></p> <p>The Service Provider shall patrol the Premises in accordance with the provisions of this Section.</p> <p>Night shift patrol and related personnel shall in addition, patrol ELIDZ office blocks and direct facilities to check that doors are locked and lights are switched off. Any deviations found shall be reported as per afore mentioned reporting protocol.</p>
<p><u>Visible patrols</u></p> <p>The Service Provider shall be responsible to ensure that visible patrols on the Premises takes place at all times (24/7).</p>
<p><u>Perimeter Fence</u></p> <p>The perimeter fence is to be patrolled n a continuous basis but at least thrice per 12 hr shift by means of motorized quad bikes, vehicles (where possible) and foot patrols to ensure that high visibility and the integrity of the fence is maintained at all times (24/7).</p>

<p><u>Street patrols</u></p> <p>Streets within the ELIDZ premises are to be constantly patrolled by means of foot patrols, motorized quad bikes and vehicles to ensure that high visibility is maintained and suspect movements, incidences and irregularities are identified and responded to.</p>
<p><u>Discrepancy reporting</u></p> <p>The Service Provider shall ensure that all discrepancies observed in all areas on the Premises, patrol areas including but not limited to maintenance issues, equipment failure, suspicious activity, unsafe activities or conditions, negative environmental impacts and irregular tenant activity are reported to the SHEQ Manager.</p>
<p><u>Vulnerable Areas</u></p> <p>The Service Provider shall ensure that, in the course of patrolling, regular checks are done on vulnerable areas such as corners of zones, unoccupied areas and other such areas identified through security risk management procedures.</p>
<p><u>Armed Response</u></p> <p>The Service Provider shall provide an armed response service in respect of the ELIDZ premises on a 24/7 basis. The plan for armed response must be communicated to the ELIDZ for ELIDZ approval.</p>
<p><u>Personnel on Standby</u></p> <p>The Service Provider shall ensure that appropriate personnel are on immediate standby to react to personnel failing to report for duty.</p> <p>The Service provider shall ensure there is standby armed response to react to all incidences requiring armed response within the minimum time delay and within agreed response times.</p>
<p><u>Handling of emergencies</u></p> <p>The Service Provider shall ensure coordination of emergencies from the ELIDZ premises as per ELIDZ emergency preparedness protocol.</p> <p>The service provider shall ensure that the armed response is able to handle all foreseeable scenarios in an efficient manner, and provide back-up support as per the security emergency procedures.</p>
<p><u>Reaction Time</u></p> <p>The Service Provider shall ensure that all emergencies are reacted to immediately and that response teams are at the scene of the incidence within 9 (nine) minutes of a call being received.</p>
<p><u>Vehicles</u></p> <p>The Service Provider shall ensure that the vehicles used in the provision of the Services are branded and their contents and accessories are fully serviceable when assuming duty. Emergency lights are to be fitted and operational when assuming duty.</p>
<p><u>Training for in house armed response</u></p> <p>Where applicable, the Service Provider shall ensure that all in house armed reaction personnel allocated to the ELIDZ receive regular (twice per year) refresher training in armed reaction.</p>

<p><u>Reception Areas:</u></p> <p><u>Reception Staff</u></p> <p>The Service Provider shall provide suitably trained staff, approved by the ELIDZ, to fulfill the functions of Receptionists in all ELIDZ reception areas (X5 reception areas). Reception staff are expected to be rotated between the various reception areas on at least a quarterly basis.</p>
<p><u>Service Hours</u></p> <p>Other than the reception service in the control room, service Hours with respect to reception personnel are generally from 07h00 to 18h00, Monday to Friday, excluding Public Holidays. The service provider is required to respond to ad-hoc requirements that necessitate changes to these service hours in reception areas.</p>
<p><u>Duties</u></p> <p>The Reception personnel will be required to perform duties normally associated with the functions of a reception area, including but not limited to:</p> <ul style="list-style-type: none"> Typing Filing Photo – copying Receiving visitors Telecoms and messaging Controlling stationery supplies Communicating fluently and professionally with visitors, tenants and ELIDZ personnel
<p><u>Absenteeism / Leave</u></p> <p>The Service Provider shall ensure that on occasions of absenteeism (Leave or otherwise) by the regular Reception personnel, suitable replacement personnel are immediately provided. The same applies to absenteeism (Leave or otherwise) of all security personnel.</p>

4. Response Format

4.1 Company profile

- ☐ Provide an overview of your company establishment and operational history.

4.2 Location evidence

- ☐ Valid Proof of Office Location (eg. Relevant, verifiable municipal utility bill, rental / lease agreement of business location)

4.3 Service provider skills competency

- ☐ Curriculum Vitae (CV) of Proposed Site Manager (including verifiable reference contact details)
- ☐ Curriculum Vitae (CV) of Two (2) Proposed Site Shift Supervisors (including verifiable reference contact details) (CV)

4.4 Similar work experience

- Minimum of 3 Valid reference letters (annexure 2) must be completed; stamped and / or signed and dated by the referee.
- Reference letters that do not satisfy the following requirements shall be deemed invalid and will not be considered:
 - Minimum contract periods of two years per contract for security services rendered at:
 - Industrial parks;
 - Office parks;
 - Factories;
 - Ports;
 - Similar sites to the above mentioned.
 - Minimum posting of 20 personnel per shift;
- The scoring provided by the referee will be used in the functionality evaluation.

4.5 B-BBEE

Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company.

Please forward any queries to: Zandile Mtebele at the following contact details:

E-mail: zandile@elidz.co.za

Tel: (043) 702 8200

Fax: (043) 702 8251



SECTION C: Service Level Agreement

FOR SECURITY SERVICES FOR THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE



CONTRACT ELIDZ: REFERENCE NUMBER

SERVICE LEVEL AGREEMENT

entered into by and between

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD

Registration No. 2003/012647/30

("The Client")

and

FULL NAME OF SERVICE PROVIDER

Registration No. _____

(The "Service Provider")

(Collectively referred to as "the parties")

for

NAME OF PROJECT

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

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CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

1. INTRODUCTION AND PURPOSE

- 1.1. The CLIENT requires certain services and the SERVICE PROVIDER is willing to provide such services to the CLIENT.
- 1.2. The purpose of this Agreement is to regulate the relationship between the CLIENT and the SERVICE PROVIDER and to ensure that high quality and performance standards are achieved and maintained by the PARTIES.

2. DEFINITIONS AND INTERPRETATION

- 2.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 2.2. In this Agreement, unless a contrary intention clearly appears any expression which denotes
- 2.2.1. one gender includes the other gender
- 2.2.2. the singular includes the plural and vice versa, and
- 2.2.3. natural persons includes juristic persons and vice versa.
- 2.3. In this Agreement, unless the context indicates otherwise the following words and expressions will have the meaning assigned to them in this clause:

- 2.3.1. **"Agreement"** refers to this Agreement and all annexures hereto and any amendments recorded in writing and signed by the parties. The annexures to this Agreement consist of the following:

IF THERE IS AN EXCEPTION TO TENDER PROCESS OR REQUISITION REQUIRING SLA

Section	A	-	Request for Quotation / Proposal (not attached),
Section	B	-	Quotation / Proposal (not attached),
Section	C	-	Letter of Award or Purchase Order confirmation and Acceptance (not attached),
Annexure	1	-	Scope of Work,
Annexure	2	-	Payment Schedule.

IF THERE IS AN OPEN TENDER PROCESS

Section	A	–	Response to Tender including, invitation (not attached)
Section	B	–	Letter of Award (not attached),
Section	C	-	Acceptance of award (not attached),
Annexure	1	–	Scope of work,
Annexure	2	–	Payment Schedule,

- 2.3.2. **"CLIENT"** refers to the client, being the EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD, Registration No. 2003/012647/30;
- 2.3.3. **"Contract documentation"** refers to contracts documentation, agreements, minutes, drawings, specifications, designs and models, electronic matter in the nature of computer software, programmes, computer data and other matter and information relating to this Agreement, provided by the SERVICE PROVIDER to the CLIENT in terms of the services rendered in this Agreement;

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____

WITNESS 1: _____

WITNESS 2: _____

- 2.3.4. **"key persons"** refers to employees, agents or representatives of the SERVICE PROVIDER whose contribution is, in terms of this Agreement, agreed to be critical to the compliance of the SERVICE PROVIDER'S obligations in terms of this Agreement;
- 2.3.5. **"prime rate"** refers to the variable interest rate as charged and calculated by the Client's Bankers from time to time to it;
- 2.3.6. **"professional service provider"** refers to service providers whose services are generally considered to be professional in their nature and are overseen by a supervisory Body recognised in terms of the South African Law;
- 2.3.7. **"professional indemnity"** refers to the professional indemnity, detailing the required level of Professional Indemnity Insurance in respect of the obligations of the SERVICE PROVIDER insofar as these are applicable as set out by the standards of the particular consultancy industry;
- 2.3.8. **"quality and performance standards"** refers to service levels and conditions agreed to between the parties in terms of this, legal requirements promulgated from time to time and industry standards as practiced or observed in the various service industries involved;
- 2.3.9. **"services"** refers to the services that the SERVICE PROVIDER has undertaken to provide in terms of this Agreement and in particular the services as listed in **ANNEXURE 1**;
- 2.3.10. **"SERVICE PROVIDER"** refers to **FULL NAME OF SERVICE PROVIDER**, Registration Number: _____, a _____ duly registered and/or incorporated according to the laws of the Republic of South Africa and having its principal place of business in _____;
- 2.3.11. **"SHE"** refers to safety, health and environment,
- 2.3.12. **"signature date"** refers to the date of signature of this Agreement and, if signed on different dates, the later of the two dates.
- 2.4. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.6. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.7. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.8. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

3. APPOINTMENT

- 3.1. The CLIENT appoints the SERVICE PROVIDER to provide the services and the SERVICE PROVIDER accepts such appointment for the duration and on the terms and conditions of the Agreement.
- 3.2. The basis of the appointment in clause 3.1 is in terms of a tender process, a copy of which forms part of this Agreement but not attached hereto, as set out in:
- 3.2.1. **SECTION A**

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____

WITNESS 1: _____

WITNESS 2: _____

3.2.2. SECTION B**3.2.3. SECTION C****4. PROVISION OF SERVICES**

The SERVICE PROVIDER hereby undertakes in favour of the CLIENT to perform the services in accordance with the provisions of this Agreement, and in particular the services and time frames as set out in hereto marked **ANNEXURE 1**.

5. UNDERTAKINGS BY THE SERVICE PROVIDER**5.1. The SERVICE PROVIDER undertakes whilst it is providing the services that:**

- 5.1.1. the services will be performed by sufficient number of professional service providers who have the skill and experience required to perform the services;
- 5.1.2. the services will be performed in accordance with the quality and performance standards expected of service providers of same stature, or as referenced in clause 2.3.8;
- 5.1.3. the services will be provided in accordance with the needs of the CLIENT;
- 5.1.4. it will plan, coordinate and manage the service provisions in consultation with the CLIENT and deal timeously with the documented results of service reviews in so far as there is sub-standard performance such that the interests of the CLIENT's business is not prejudiced;
- 5.1.5. it will fully comply with all tender / brief specifications and requirements as per entire Agreement herein;
- 5.1.6. it will take out and adhere to its professional indemnity insurance that and as is required by the consultancy industry; and
- 5.1.7. it will consult with the CLIENT with regard to any client competitor tendering of work before such tender is undertaken.

6. DELIVERY

- 6.1. The supply of services shall be in accordance with the general terms of this Agreement and more specifically in terms of **ANNEXURE 1**.
- 6.2. Should the SERVICE PROVIDER fail to complete the services or any part thereof before the date which is stipulated herein, an amount equal to one fourteen percent (1/14%) of the contract value may be deducted per day by the CLIENT for each day falling after stipulated completion date, until the services are complete.
- 6.3. Such penalty shall be in consultation with the Conventional Penalties Act 1962 as amended.

7. TIMING**7.1. Commencement dates**

The Parties agree to the commencement date of _____ for the commencement of the services and accordingly the services shall be completed by _____.

7.2. Delays

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

The SERVICE PROVIDER acknowledges that any delay may impede the business objectives of the CLIENT and will constitute a material breach of its obligations and render the SERVICE PROVIDER liable for damages as well as consequential damages.

8. OBSERVANCE OF QUALITY AND STANDARDS

8.1. Quality standards

8.1.1. The SERVICE PROVIDER acknowledges that the CLIENT is committed to the highest standards of performance in the conduct of its affairs, including the observance of ISO 14001 requirements in its environmental management and of OHSAS 18001 in the implementation of Occupational Health and Safety standards.

8.1.2. The SERVICE PROVIDER undertakes to perform the services of this Agreement in terms of quality and performance standards expected of a SERVICE PROVIDER as set out in clause 2.3.8 and as set out in **SECTION A** herein and the SERVICE PROVIDER furthermore undertakes not to do anything or to omit to do anything that may, in anyway, compromise the commitment of the CLIENT to its standards.

8.2. Disclosure

8.2.1. The SERVICE PROVIDER undertakes to make full disclosure of any and all breaches, shortcomings, errors or defects in materials or performance as soon as they come to the notice of the SERVICE PROVIDER who acknowledges that it will in all events hold itself liable for such breaches, shortcomings, errors or defects in materials or performance including any consequential damages that might flow there from including the disclosure of work or potential work to be received for and by or on behalf of the CLIENT'S competitor.

8.2.2. The SERVICE PROVIDER acknowledges that the services provided in terms of this Agreement may fall within the business objectives of the CLIENT and is aware of the implications of this and its exposure to consequential damages.

9. REPORT BACK MEETINGS

9.1. Where required by the CLIENT and communicated to the SERVICE PROVIDER in the manner provided for in this Agreement, the SERVICE PROVIDER shall, attend all such reasonable meetings as it may be required to and, there, provide such reports and other documentation as may be reasonably required for the purposes contemplated by this Agreement.

9.2. Traveling costs in respect of report back meetings as referred to above shall be agreed to prior to such meetings and shall be paid by the SERVICE PROVIDER and shall be regarded as not budgeted for in terms of the **ANNEXURE 2**.

10. BY-LAWS AND REGULATIONS

10.1. In the performance of its obligations, as provided for by this Agreement, the SERVICE PROVIDER undertakes:

10.1.1. to comply and ensure compliance with all local, statutory, governmental and other laws and

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

- regulations in force and of application to the SERVICE PROVIDER, its employees, contractors and other persons or institutions subject to its control for the purposes of this Agreement,
- 10.1.2. to indemnify the CLIENT against any loss, damages or punitive fines that it may suffer or have imposed on it by reason of its failure to comply with the provisions of clause 10.1.1, and
- 10.1.3. to take out any professional indemnity for all professional service provider and key persons for the purposes of rendering the services provided for in terms of this Agreement.

11. PAYMENT

- 11.1. The CLIENT undertakes to pay the SERVICE PROVIDER the total sum of R _____ (IN WORDS) including VAT, as set out in ANNEXURE 2 for the diligent services rendered
- 11.2. Payment will only be due and payable once the SERVICE PROVIDER has performed the necessary deliverables set out in ANNEXURE 1 and has issued the correct invoice.
- 11.3. The SERVICE PROVIDER shall, in respect of the services provided render an original VAT compliant invoice (where applicable), containing sufficient information to enable the CLIENT to determine whether the charges have been debited in accordance with this Agreement and with the agreed price set out in ANNEXURE 2, on or before the 25th day of the month.
- 11.4. All amounts reflected on invoices shall strictly be as per the agreed terms contained in ANNEXURE 2.
- 11.5. The SERVICE PROVIDER shall not be paid for any additional work unless such work has been agreed to before execution thereof in writing and confirmed by way of an addendum to this Agreement and signed by both parties.
- 11.6. The CLIENT undertakes to make payment of all amounts due within 30 days from receipt of an invoice which complies with the provisions of clause 11.3.
- 11.7. All invoices are to be submitted for the attention of Accounts delivered to the ELIDZ at the EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER ROAD, SUNNYRIDGE, EAST LONDON or PO BOX 5458, GREENFIELDS, EAST LONDON 5208 or by email to accounts@elidz.co.za or facsimile to 043-702-8255.
- 11.8. The CLIENT shall not be in breach of clause 11.6 in the event of it failing to pay any invoice submitted that does not comply with any provisions contained under this clause 11.
- 11.9. In the event that the SERVICE PROVIDER has submitted an invoice in contravention of this clause, the CLIENT shall notify the SERVICE PROVIDER within 5 (five) working days of the non-compliant invoice, together with the reasons, and the SERVICE PROVIDER shall thereafter withdraw the non-compliant invoice and submit a further original VAT compliant invoice.
- 11.10. Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.

12. KEY PERSONS

- 12.1. The SERVICE PROVIDER shall, by Agreement with the CLIENT, identify one key person whose

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

contribution is, in the discretion of the CLIENT, critical to the objects contemplated by this Agreement.

12.2. Such Key Persons:

- 12.2.1. shall, unless it is agreed otherwise, personally attend to all instructions arising out of this Agreement or shall personally oversee the performance of all instructions and shall accord due priority to the obligations of the SERVICE PROVIDER arising from this Agreement,
- 12.2.2. shall personally attend all meetings contemplated in terms of this Agreement unless, by Agreement, an alternative person is agreed to;
- 12.2.3. shall be responsible for the provision of all reports which the CLIENT may reasonably require from time to time; and
- 12.2.4. shall be responsible for the certification of all works executed in terms of this Agreement.

12.3. Should the Key Person discontinue to serve in this role for any cause whatsoever, then and in that event the CLIENT may, without prejudice to its other rights, summarily, and on such terms and notice as it may be deemed fit, terminate the agreement.

12.4. Key person for the CLIENT is: _____

12.5. Key person for the SERVICE PROVIDER is: _____

13. INTELLECTUAL PROPERTY, COPYRIGHT AND OWNERSHIP OF DOCUMENTS

- 13.1. It is agreed that the Contract Documentation shall be and shall remain the property of the CLIENT and shall, upon written request addressed to the SERVICE PROVIDER, be delivered over to the CLIENT.
- 13.2. The SERVICE PROVIDER waives his rights to any claimed hypothec or any other right of retention over the Contract Documentation for any cause whatsoever.
- 13.3. In the event of the SERVICE PROVIDER claiming that it has any further claim, irrespective the nature of such claim, the SERVICE PROVIDER shall upon written request, deliver over the Contract Documentation to the CLIENT and such claim shall then be dealt with in accordance with the dispute procedure provided for in this Agreement.
- 13.4. It is agreed that, upon payment by the CLIENT to the SERVICE PROVIDER of such remuneration as it is entitled to in terms of this Agreement, the copyright and the ownership of the Contract Documentation shall vest in the CLIENT.

14. CONFIDENTIALITY

- 14.1. Subject to the provisions of clause 14.2 hereof, the SERVICE PROVIDER shall keep secret all and any matter disclosed to it in connection with this Agreement and/or contained in the documents relating to the Agreement.
- 14.2. The foregoing paragraph shall not apply to information which:
 - 14.2.1. is in the public domain,
 - 14.2.2. is received from a third party who did not obtain such information from the CLIENT,
 - 14.2.3. may be disclosed with the consent of the CLIENT.
 - 14.2.4. is required in terms of law to be disclosed, provided that the SERVICE PROVIDER gives the CLIENT reasonable notice before any disclosure, to enable it to attempt to prevent such disclosure should it so wish.

15. SOLICITING EMPLOYEES

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

- 15.1. The SERVICE PROVIDER undertakes that it will not induce, encourage or procure any employee/s of the CLIENT to:
- 15.2. leave the services of the CLIENT with a view to their being employed or in any other way associated with the SERVICE PROVIDER; or
- 15.3. provide any information or advice held by that employee of the CLIENT in his capacity as such to any party who should not be privy to that information.
- 15.4. Nothing in the foregoing subparagraph will prevent the transfer of employees from the CLIENT to the SERVICE PROVIDER by written agreement between the parties.
- 15.5. Breach of this clause, resulting in the loss of an employee by CLIENT, will without prejudice to its other rights, entitle the CLIENT to claim and recover from the SERVICE PROVIDER damages suffered by the CLIENT.

16. FORCE MAJEURE

The SERVICE PROVIDER shall not be liable for any failure to meet any obligations in terms of this Agreement to the extent to which that failure is caused by the circumstances whatsoever which is beyond the SERVICE PROVIDERS control including, but not limited to labour disputes, strike, war, riot, civil commotion, or any order or regulations of any Government or other lawful authority and or and act which constitutes as an act of God.

17. DISPUTES

- 17.1. Any dispute arising out of or in connection with this Agreement, or related thereto, whether directly or indirectly, or any alleged breach and / or repudiation thereof, its interpretation, application and /or termination, shall be resolved in accordance with the provisions of this clause.
- 17.2. A dispute shall arise once the dispute is communicated by one party to the other in writing, ("the dispute notice").
- 17.3. Within twenty one (21) days of the dispute arising, the parties shall seek an amicable resolution to such dispute by referring such dispute to representatives of each of the parties concerned for their negotiation and resolution of the dispute.
- 17.4. In the event that the parties representatives fail to resolve the dispute by way of negotiation, either party may refer the dispute for resolution by way of arbitration as envisaged in the clauses below.
- 17.5. The Arbitration will be held as an expedited arbitration in accordance with the then current rules for expedited arbitration of the Arbitration Foundation in South Africa (AFSA) by one arbitrator appointed by agreement between the Parties. If the parties cannot agree on the arbitrator within a period of ten (10) days after the referral of the dispute to arbitration, the arbitrator shall be appointed by the secretariat of AFSA;
- 17.6. Nothing contained in this clause shall preclude either Party from seeking interim relief from any competent court having jurisdiction pending the institution of any mediation or arbitration proceedings in terms of this clause.
- 17.7. The provisions of this clause shall survive the termination for whatever reasons of this Agreement.
- 17.8. Unless otherwise agreed, the party appointed to determine the dispute shall act as an expert, rather than an arbitrator, shall conduct proceedings in an informal manner and procedure with a view to

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____

WITNESS 1: _____

WITNESS 2: _____

resolving its expeditiously as the circumstances permit with due adherence to a fair procedure and to a just solution.

- 17.9. The decision of the expert shall be final and binding and capable of being made an order of court in accordance with the provisions of the Arbitration Act
- 17.10. The person appointed to determine the dispute shall, in his discretion be permitted to
- 17.10.1. determine the disputes between the parties;
 - 17.10.2. determine whether to permit the parties to be represented by attorneys and / or advocates;
 - 17.10.3. determine the procedure;
 - 17.10.4. determine the amount that should be deposited as security for his expenses prior to the commencement of proceedings; and
 - 17.10.5. make such order as to costs, if any, including the applicable tariff.
- 17.11. The provisions of this Clause shall constitute and irrevocable consent, on the part of the parties, to the resolution of this dispute in the manner provided for herein.

18. BREACH AND PENALTY

In the event of one or other party breaching this Agreement or failing to perform any of the terms conditions thereof and remaining in default notwithstanding written notice to comply within fourteen (14) days, calculated from the date of delivery of the notice, then and in that event, the party complaining of the breach or non-performance shall be entitled to cancel the Agreement without prejudice to any other rights in terms hereof to recover damages arising from the breach.

19. TERMINATION

- 19.1. Notwithstanding the other grounds for termination referred to in this Agreement, and without prejudice to any right of the relevant party, this Agreement may immediately be terminated by a party if the other party:
- 19.2. ceases to carry on business;
 - 19.3. is wound up, is placed under liquidation, is sequestrated, placed under business rescue proceedings, placed under an order of judicial management or under any other legal disability, either provisionally or finally; or
 - 19.4. materially breaches the terms of this Agreement.

20. SUMMARY TERMINATION

- 20.1. The CLIENT shall, without prejudice to any right of the CLIENT claim damages from the SERVICE PROVIDER be entitled to summarily or immediately terminate, without notice, this Agreement in the event that:
- 20.2. false information is furnished by the SERVICE PROVIDER at any time on any material details that might result in losses to the CLIENT;
 - 20.3. the SERVICE PROVIDER breaches any of the terms of this Agreement;
 - 20.4. the SERVICE PROVIDER perpetrates a fraud of any nature upon the CLIENT or performing an act in the nature of fraud; or
 - 20.5. any of the SERVICE PROVIDER'S employees rendering services to the CLIENT in terms of this

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

Agreement are guilty of conduct justifying a summary dismissal according to common law and the SERVICE PROVIDER fails, neglects and/or refuses to take the necessary action against such employees.

21. WARRANTIES

- 21.1. The SERVICE PROVIDER warrants that there is no conflict of interest between the CLIENT and itself and that it shall take steps to avoid any future potential conflict of interest.
- 21.2. The SERVICE PROVIDER warrants that the SERVICE PROVIDER has the capacity to enter into this Agreement and to perform the services as per this Agreement.
- 21.3. The SERVICE PROVIDER shall be deemed that it has satisfied itself before tendering as to the correctness and sufficiency of its tender and of the rates and prices stated in its quotation / tender, as being sufficient to cover the SERVICE PROVIDER'S obligations under this Agreement and everything necessary for the proper completion of this Agreement and maintenance thereof within the required timeframe.

22. INDEMNITY

- 22.1. The SERVICE PROVIDER hereby undertakes to indemnify the CLIENT and hold it harmless against:
 - 22.1.1. any loss or damage to the CLIENT'S own property, whether movable or immovable;
 - 22.1.2. liability in respect of any loss of or damage to the property whether movable or immovable of third parties;
 - 22.1.3. liability in respect of death and or injury to any third party; or
- 22.2. any claims or legal costs or expenses incurred in connections with claims or actions arising out of any of the foregoing, whenever loss, damage, injury, death, referred to above is due or arises out of the use of the CLIENT'S property by the SERVICE PROVIDER, provided that such loss, damage or liability is not due to the willful misconduct of the CLIENT or any of its employees whilst performing duties allocated to them by the CLIENT.
- 22.3. The CLIENT shall notify the SERVICE PROVIDER forthwith upon receipt of information of any occurrence of any loss, damage, or the receipt of any claim or demand for or against, which the SERVICE PROVIDER is prima facie liable to indemnify the CLIENT for in terms of the above, and shall in respect of such claim or demand abide by the directions of the CLIENT as to what terms it shall be settled, compromised or contested, it being agreed that whatever action may be taken by the SERVICE PROVIDER pursuant to such directions of the CLIENT, but not in so far as acting in a principle / agent relationship, and shall be at the risk and expense of the SERVICE PROVIDER.
- 22.4. The CLIENT reserves the right to institute civil proceedings to recover any damages occasioned by the negligence of the SERVICE PROVIDER, his employees, sub-contractors or agents.
- 22.5. The SERVICE PROVIDER shall not be liable to the CLIENT for any loss or damage of whatsoever nature suffered by the CLIENT as a result of the performance of the services in accordance with this Agreement, save where such loss or damage is as a direct result of the negligence of the SERVICE PROVIDER, its employees or agents, performing the services.
- 22.6. The SERVICE PROVIDER AND ITS SUBCONTRACTORS further indemnifies the CLIENT against Section 37(2) of the Occupational Health and Safety Act, if applicable:
 - 22.6.1. The SERVICE PROVIDER and its subcontractors shall bear full responsibility for ensuring that the provisions of the Occupational Health and Safety Act and its regulations are properly

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

implemented in the areas designated for contractual work in respect of all aspects of the work to be undertaken and that all other laws that pertain to that work will also be complied with and hereby indemnifies the CLIENT from any responsibility legally for injury or claim

22.6.2. The SERVICE PROVIDER and its subcontractors shall be responsible for the well-being in relation to the health and safety of all persons coming upon/into such area in accordance with the Occupational Health and Safety Act, subject to any directives issued by the CLIENT.

22.6.3. The SERVICE PROVIDER and its subcontractors undertakes to report to the CLIENT any hazard to health, safety or the environment that exists or arises during the contract work in the area concerned.

22.6.4. This Agreement is supplementary and additional to any health and safety specifications issued to the SERVICE PROVIDER and its subcontractors.

23. WHOLE AGREEMENT

23.1. It is agreed that this document together with its Annexures constitutes the whole Agreement as between the parties unless supplemented by further Agreements, which are reduced to writing and signed by the parties, constitutes the sole record of the Agreement between the parties.

23.2. The parties agree that any amendment to this Agreement shall be reduced to writing and signed by the parties, failing which it shall be of no force or effect.

24. SEVERABILITY

The Parties agree that each clause of this Agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.

25. VARIATION, SUSPENSION, DELETION, AMENDMENT OR MODIFICATION

No variation, suspension, deletion, extension, amendment or modification of this Agreement shall be of any force or effect, unless recorded in writing and signed by the parties, and shall be effective only in the specific instance and for the purpose and to the extent set out.

26. INDULGENCE OR EXTENSION

No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of the performance of any obligation or the enforcement of any right arising from this Agreement, shall be construed to be an implied consent by the former party or to operate as a waiver or a notation of, or otherwise affect, any of that party's rights in terms of or arising from this Agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision hereof.

27. WAIVER

No waiver on the part of either party of any rights arising from a breach of any provision of this

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

Agreement will constitute a waiver of rights in respect of any subsequent breach of any other provision in the same Agreement.

28. SUPERSESION

This Agreement and its Annexures are to be taken as complementary to each other. In the event of any conflict between the contents of this Agreement and any or all of the Annexures, the Agreement shall prevail to the extent of such inconsistency.

29. GOOD FAITH

The Parties undertake to observe good faith in dealing with each other and in implementing the provisions of this Agreement.

30. SUBCONTRACTING AND CESSION

Neither party shall, without the prior written consent of the other, cede or assign any of its rights or obligations in terms of this Agreement to any third party. The party wishing to cede or assign its rights or obligations to any third party shall, if so required by the other party, be obliged to bind itself as surety and co-principal debtor with the third party for all its obligations in terms of this Agreement.

31. INDIRECT AND CONSEQUENTIAL DAMAGES

31.1. Unless expressly otherwise provided for, neither party ("the defaulting party") shall be liable to the other ("the aggrieved party") for any indirect or consequential damages or loss of profits suffered by the aggrieved party except if such damages or loss:

31.2. arises out of the gross negligence, fraud or any other illegal act or illegal omission on the part of the defaulting party (or any person for whom it is vicariously liable); or

31.3. arises from a claim made against the aggrieved party by a third party as a consequence of any act or omission committed by the defaulting party against such third party for which the aggrieved party is entitled to claim a full indemnification in terms of this Agreement

32. PROTECTION OF RIGHTS

If the SERVICE PROVIDER fails to comply with any obligation imposed upon it by this Agreement, CLIENT shall, without prejudice to any other rights it may have, be entitled but not obliged to effect such compliance at the risk and expense of the SERVICE PROVIDER and to recover the fair and reasonable costs and expenses of doing so from the SERVICE PROVIDER.

33. GOVERNING LAW

The provisions of this Agreement shall be governed by South African law and the parties shall at all times be subject to the jurisdiction of the South African Courts irrespective of the place of signature of this Agreement

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

34. DOMICILIUM CITANDI ET EXECUTANDI

- 34.1. The parties choose as their service address (*domicilium citandi et executandi*) for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the address set out in hereunder.
- 34.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 34.3. A party may, by notice to any other party change the physical address and/or telefax number chosen as its *domicilium citandi et executandi* provided that the physical address is one in the Republic of South Africa. The change shall become effective on the 10th business day from the deemed receipt of the notice.
- 34.4. Unless the contrary is proved, any notice to a party;
- 34.4.1. delivered by hand to a responsible person during ordinary business hours, shall be deemed
- 34.4.2. to have been received on the day of delivery; or
- sent by telefax, shall be deemed to have been received on the date of dispatch.
- 34.5. The domicile of the CLIENT is: EAST LONDON INDUSTRIAL DEVELOPMENT ZONE, EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER ROAD, SUNNYRIDGE, EAST LONDON, FAX: 043 702 8251
- 34.6. The domicile of the SERVICE PROVIDER is: _____ FAX:
_____.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

35. SIGNATURES

The signatories to this Agreement hereby warrant that they have the proper and full authority to sign this Agreement on behalf of the parties hereto, and shall produce the necessary resolution to such effect, if called upon to do so.

THUS DONE AND SIGNED BY **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD** on the ____ day of _____ 20__ here in the presence of the undersigned witnesses:

For and on behalf of **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

NAME OF DELEGATED AUTHORITY TO SIGN: _____

POSITION: _____, who warrants that he is duly authorized hereto

AS WITNESSES:

1. _____

2. _____

THUS DONE AND SIGNED BY **FULL NAME OF SERVICE PROVIDER** on the ____ day _____ 20__ in the presence of the undersigned witnesses:

For and on behalf of **FULL NAME OF SERVICE PROVIDER**

NAME OF DELEGATED AUTHORITY TO SIGN: _____

POSITION: _____, who warrants that he is duly authorized hereto

AS WITNESSES:

1. _____

2. _____



ANNEXURE 1

PROCUREMENT HANDBOOK



ANNEXURE 2

REFERENCE LETTER



ANNEXURE 3

BROCHURES