



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: PROJ-ICT-093

REQUEST FOR PROPOSAL (RFP) PACK

**FOR SUPPLY, INSTALLATION AND CONFIGURATION OF AN ISP NETWORK FOR
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

START DATE: 5 MARCH 2021
CLOSING DATE: 26 MARCH 2021

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 Proof of Office Location	
Three (3) Completed Reference Letters (Annexure 2)	
Proposed Solution and Project Approach	
Project Team Skills Matrix and Curriculum Vitae's and organogram	
Compulsory Documentation To Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
Valid Tax Clearance Certificate or SARS PIN	
JV Participation Documentation (If applicable)	

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 SUPPLY, INSTALLATION AND CONFIGURATION OF AN ISP NETWORK FOR
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

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. Proposals with the total price exceeding the project estimate by 30% will not be considered.

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.

- Questions relating to the RFP will be accepted until 16h00 on the 19 March 2021. 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 26 March 2021.
- E-mailed, faxed, late, or incomplete proposals will not be considered.
- ELIDZ is not obligated to accept the lowest or any proposal;
- Tender documents 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.

2.1. 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.

2.2. Area of service/point of delivery

The delivery of services will be required at the ELIDZ office, Lower Chester Road, Sunnyridge, East London.

2.3. 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.

2.4. Company Profile

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

2.5. 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.

2.6. 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.

2.7. 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.

2.8. 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;
- Original covering letter of approval by the consultant where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.
- 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.

2.9. 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.

2.10. 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.

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.

2.11. 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 SCM office 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.

2.12. 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, tenderer's 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".

2.13. Supporting Documentation to be Submitted

ITEM	TICK
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 Proof of Office Location	
Three (3) Completed Reference Letters (Annexure 2)	
Proposed Solution and Project Approach	
Project Team Skills Matrix and Curriculum Vitae's and organogram	

2.14. 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 may 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)	

2.15. 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 tender should be placed in a sealed envelope marked "PROJ-ICT-093" and deposited by hand in the tender box before the closing date and time of 12h00, 26 March 2021.

ELIDZ WILL NOT BE RESPONSIBLE FOR DOCUMENTS PLACED IN AN INCORRECT TENDER BOX.

The tender box will be marked tender name “PROJ-ICT-093” 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 SUPPLY, INSTALLATION AND CONFIGURATION OF AN ISP NETWORK FOR
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

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1. Introduction

The objective of this bid is to appoint a suitable, independent service provider that will supply, install and configure Cisco networking equipment for the East London IDZ's Service Provider Network.

1.1. The scope of this RFP includes the following:

The preferred service provider will work with the ELIDZ and provide the following.

High level project deliverables are as below:

- Supply bill of materials.
- Install core, aggregation and edge infrastructure.
- Implement BGP EVPN control plane and Segment routing based MPLS to provide L2 services.
- Integrate the firewall into the Core.
- Integrate selected outside service connectivity into the Edge.
- Install compute platform and deploy Cisco EPNM.
- Import infrastructure into EPNM.
- Configure services using EPNM.
- Test network to determine if it is ready for use.
- Migrate 10 single connect locations.

Customer Service features:

- Non-redundant access link
- Each service should be policed to a specific bandwidth
- QoS marking must be honoured throughout the network
- Voice L2 network is pervasive and the same for all customers. (Shared/Services VPN)

2. Considerations

2.1. Requirements Considerations

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).

2.1.1. FUNCTIONALITY EVALUATION MATRIX

Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
Local Operational Office	Local Operational Office	10	10	Proof of a local office in BCMM Area provided
			5	Proof of a local office in Eastern Cape Province provided
			2	Proof of local an office in RSA provided
			0	No local office in RSA that is operation
Project Approach	Proposed Solutions (detailed specification and brochures)	55	55	Proposed solution supplied and is line with detailed requires and full BOM for phase 1 is included, with all configurations and implementations as stipulated.
			0	Proposal not complete, or not all requirements met
	Project Management	5	5	Sample project plan provided with Gantt chart, Project manager included
			0	No sample project plan provided
Service Providers Expertise and Resources	Skills Competency	15	15	Company managed three or more similar contracts in the past five (5) years. Three reference letters provided.
			10	Company managed two or more similar contracts in the past five

Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
				(5) years. Two reference letters provided.
			5	Company managed one or more similar contracts in the past five (5) years. One reference letter provided.
			0	No Reference Letters provided
		15	15	Project team composition and details provided with CV's and Qualifications
			5	Project team composition and details provided, but with no CV's
			0	No project team details provided

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

2.2. Financial Considerations

Payment milestones will be attached to the service level agreement.

The total bid price from the service provider for this project can't be exceeded. Keeping in mind the price is dependent on the Rand \ Dollar exchange rate, all service providers need to ensure that the rates and price tendered sufficiently covers the service provider's obligations under this project and will allow for the proper completion of the project. All travel and accommodation must be included in the tender price, no variable pricing will be accepted.

2.3. Time Constraints

Milestones	Target Date
Advert and Issuing of RFP	: 5 March 2021
Deadline for Questions	: 16h00, 19 March 2021
Response to Questions	: 16h30, 19 March 2021
RFP Submission Due Date	: 12h00, 26 March 2021

The East London Industrial Development Zone would like this project to commence as soon as possible after approval and the signing of the service level agreement.

2.4. 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. Onsite storage and office space will be made available if and when required.

2.5. General

2.5.1. Data Centre Racks and Power

Sufficient 19" racks and PDUs with C13 & C19 connections are available in all data centres for the requirements of this project.

2.5.2. Device Management & Cabling

CISCO switches will be supplied by the ELIDZ for each data centre location for the management interface uplinks to all new equipment. These devices are either placed centrally in a row or at the end of a row.

Service providers need to include CAT 6 UTP cabling to connect all management interfaces to the nearest management switch.

Any single mode or multi-mode fibre cabling not included in the bill of materials will be provided by the ELIDZ.

2.5.3. Basic Device Configurations

All basic device configurations, such as IP Addresses, Usernames, Passwords, NTP, SNMP, will be discussed and provided during the discovery or planning phase of the project.

2.5.4. Labelling and Asset Tagging

Service providers need to label all equipment and cables appropriately.

The ELIDZ assets team will provide asset tags which needs to be captured with other identifiable information and form part of the as built documentation.

2.5.5. Packaging and Waste Disposal

All packaging needs to be delivered to the nearest waste recycling centre for disposal in a compliant manner.

2.5.6. ICT Service Offerings

ICT has seven (7) active service offering categories as follows:

- Telephony as a Service
- Internet as a Service
- Fibre as a Service
- Data Centre Services
- Disaster Recover as a Service
- Backup as a Service
- Cloud Services

These service offerings are continuous expanding in line with industry trends and client requirements.

The detail of these service offerings will be further discussed in the planning sessions.

The ELIDZ has +- 40 customers of various sizes consuming a mix of the above services.

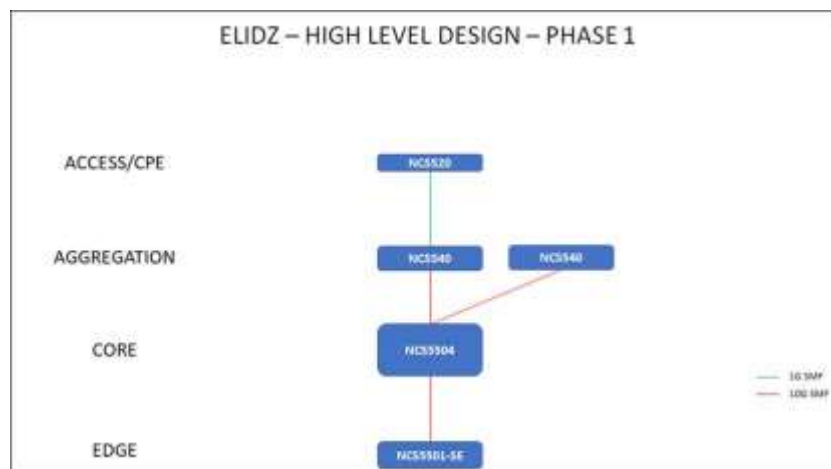
3. Detailed Requirements

3.1. Objective

The East London IDZ network has grown over the past years and needs to be upgraded to adopt new technologies and standards to meet current customer requirements. To achieve this the ELIDZ will build the new environment alongside the current environment to prevent service disruption and to allow for a systematic cut over of current customers. We aim to add additional capacity with the new infrastructure to support current and future requirements.

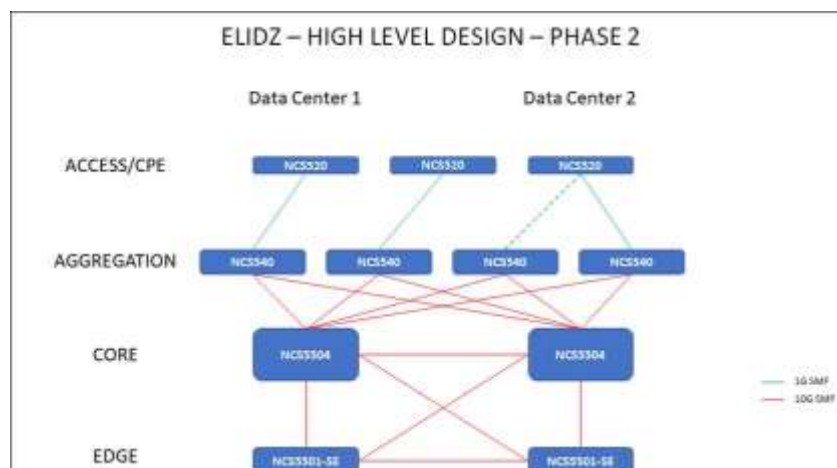
As this is a project of considerable size we have broken this project in to multiple phases to achieve this over a period of time. This proposal will only focus on phase 1, but will provide insight to phase 2 so that respondents have sight of the final design and take that into consideration. As part of this improvements we aim to provide Layer 2 connectivity over Layer 3 routed network and some network automation.

Phase 1 – Non-redundant network



As per the above image Phase 1 will focus on the basic infrastructure, software and configuration to allow the migration of customers that do not require redundant network environment. Note that all services and configurations are still required in phase 1, phase 2 will only focus on adding the redundant components and additional software packages to compliment the final design.

Phase 2 – Redundant network (Not part of this proposal)



As per above image Phase 2 (**Not part of this proposal**) will complete the environment to support full redundancy across the network for all services and allow the balanced of customers to migrate to the final solution.

3.2. High-level Design

The above high-level design details some of the components that are required to deploy the solution. The Access/CPE layer will be used to handoff services to the customer. The services ideally should be multiplexed on a single cable which reduces the number of ports required. It is, however, possible to handoff each service onto a single cable if required.

The Access Aggregation layer is used to terminate all last mile links to the customer and provide a high-speed uplink to the Core. This provides the capability of also providing link redundancy to some customers from an access layer perspective. At most all aggregation layer devices will have link redundancy to the core with possible link redundancy to other aggregation peers.

The core layer provides a high-speed layer to allow flows to reach different parts of the infrastructure. There is a core in each data centre. The cores are highly available in terms of power supplies and link redundancy. At most all components connecting to the core must be dual homed.

The edge provides a means for interaction between other networks or services and the core. This will allow the easy definition of services going forward without the need to make major network design changes. The service aggregation provides the last mile link into the services layer. The service attachment point could be segmented physically or logically in the network.

It is required that a next generation infrastructure is implemented that provides services quickly to customers. Paradigms such as video traffic continuous growth, IoT proliferation and cloud services model require flexibility, elasticity and scale from the network; further to this operational excellence in terms of network convergence, high scalability, high availability, and optimized forwarding.

Converged SDN Transport design introduces an SDN-ready architecture which is a programmable network capable of delivering all services (Residential, Business, 4G/5G Mobile Backhaul, Video, IoT) on the premise of simplicity, full programmability, and cloud integration, with guaranteed service level agreements (SLAs).

The Converged SDN Transport design brings tremendous value:

- Fast service deployment and rapid time to market through fully automated service provisioning and end-to-end network programmability
- Operational simplicity with less protocols to operate and manage
- Smooth migration towards an SDN-ready architecture thanks to backward-compatibility with existing network protocols and services
- Next generation service creation leveraging guaranteed SLAs
- Enhanced and optimized operations using telemetry/analytics in conjunction with automation tools

The Converged SDN Transport is made of the following main building blocks:

- IOS-XR as a common Operating System proved in Service Provider Networks
- Transport Layer based on Segment Routing as Unified Forwarding Plane
- SDN - Segment Routing Path Computation Element (SR-PCE) as Cisco Path Computation Engine (PCE) coupled with Segment Routing to provide simple and scalable inter-domain transport connectivity and Traffic Engineering and Path control
- Service Layer for Layer 2 (EVPN) and Layer 3 VPN services based on BGP as Unified Control Plane
- Automation and Analytics
- NSO for service provisioning
- Netconf/YANG data models
- Telemetry to enhance and simplify operations
- Zero Touch Provisioning and Deployment (ZTP/ZTD)

3.3. CISCO Service Provider Network Infrastructure

The ELIDZ in consultation with CISCO has designed a new service provider network to replace existing infrastructure which will allow for the integration of new technologies, additional service offerings, client requirements, best practices and trends.

This section includes the following areas:

- Concept and High-Level Design
- Network Design Parameters
- Discovery & Planning Workshops
- Migration from Existing Network
- Configure Services and EPN
- Configure New CPE Devices
- CISCO Bill of Materials

3.3.1. Concept and High-Level Design

The infrastructure that is required must be able to provide an interface for the services to be consumed seamlessly by merely selecting services that are required.

This solution will provide the ELIDZ with the following advantages:

- **Architectural Flexibility:** Intelligently converge network services onto a single platform with a highly scalable and energy-efficient platform. Increase capacity with increased port density in compact form factors with lower power consumption and cost per bit;
- **Programmability and Automation:** Extend control throughout the network with application-aware networking made possible with segment routing, and open and programmable interfaces with Network Configuration Protocol (NETCONF) and Yet Another Next Generation (YANG). A single operating system cell tower-to-data centre enables simpler operations, programmability, and automation;
- **Real-time Network Visibility:** Complete, real-time, and deep view of the network with streaming telemetry enabling big data analytics;
- **Zero-touch Provisioning:** Automate the setup process. Securely deploy, provision, and configure select infrastructure throughout your access network.

3.3.2. Network Design Parameters

The following parameters were used in configuring the below Bill of Materials and high-level design:

1. The ELIDZ has two data centres, primary and secondary, namely IronForge and Dalaran
2. The ELIDZ will provide VMware license for CISCO UCS server/s
3. Each data centre is able to host the following infrastructure:
 - a. Core
 - b. Edge
 - c. Access aggregation
 - d. Service aggregation
 - e. Compute / Storage resources
 - f. Firewall etc
4. All fibre optic is single mode
5. The longest end to end fibre run is not more than 10 kilometres
6. The minimum speed between tiers is as follows:

- a. Core to Aggregation: 10 Gbps
 - b. Core to Edge: 10 Gbps
 - c. Aggregation to Access: 1 Gbps
7. All technical support is Smartnet 8X5XNBD for 36 months

3.3.3. Discovery & Planning Workshops

Due to the sensitivity of information, detailed network configuration will only be shared with the appointed service provider. Therefore, service providers are to allow for discovery and planning workshops to gather the required network design and configuration as well as plan for the automation and migration of services from the existing platform to the new infrastructure.

3.3.4. Migration from Existing Network

Service providers need to allow for the migration of existing services and +- 50 customers to the new infrastructure in line with equipment for phase 1. Not all customers will be moved in phase 1, we expect about 16 - 20 to move with this implementation.

3.3.5. Configure Services and EPN

The final network design and configuration needs to meet the requirements and definition of a next generation service provider network.

Best practice needs to be followed to ensure the following concepts are met for the ELIDZ's current requirements and future implementations:

- | | |
|---|-------------------------------|
| • Service Virtualization | • Quality of Service |
| • Application Virtualization | • Data Security \ Segregation |
| • Network Virtualization | • Network Provisioning |
| • Simplified and Converged Network Management | • Network Assurance |
| • Element and Device Management | |

3.3.6. Configure Existing CPE Devices

The ELIDZ has procured six (6) CISCO NCS 520 devices which need to be reconfigured and integrated in to the new environment. This will be discussed further during the planning phase.

SFP modules and fibre patch cables will be provided by the ELIDZ.

Model number as follows:

- N520-4G-4Z-A

3.3.7. CISCO Bill of Materials (Phase 1 Only)

A bill of materials is included in this request and it is critical that all elements on this bill is adhered to. As this is a phased approach it is imperative that the 2 phases will align with phase 1 and to that end this bill was compiled for phase 1.

The following CISCO infrastructure needs to be supplied and configured as per the above design and detailed requirement:

Line Number	Part Number	Smart Account Mandatory	Description	Service Duration (Months)	Qty
1.0	NCS-5504-SYS	-	NCS-5504 Base HW Flexible Consumption (Need Smart Licensing)	---	1
1.0.1	SD-AR1K-NCS504YS	-	AR LEVEL 1 NO SW SUP NCS-5504BaseSystemHWforFlexibleConsumpt	36	1
1.1	NC55-SC	-	NCS 5500 System Controller	---	2
1.1.0.1	SD-AR1K-NC55SLSG	-	AR LEVEL 1 NO SW SUP NCS 5500 System Controller	36	2
1.2	NCS-5504-TRK	Yes	5504 Base Hardware Tracking PID	---	1
1.3	NC55-5504-FC	-	NCS 5504 Fabric Card	---	6
1.3.0.1	SD-AR1K-NC55554F	-	AR LEVEL 1 NO SW SUP NCS 5504 Fabric Card	36	6
1.4	NC55-5504-FAN	-	NCS 5504 Fan Tray	---	3
1.5	NC55-5504-RMK	-	NCS 5504 19in Wide-24 to 32in Deep 4 Post Rack Mounting Kit	---	1
1.6	NC55-5500-LC-BLNK	-	NCS 5500 Line Card Blank Filler	---	2
1.7	NC-55-MOD-A	-	NC55-MOD-A-S Line Card Flexible Consumption (Smart Lic)	---	1
1.7.0.1	SD-AR1K-NC55MODA	-	AR LEVEL 1 NO SW SUP NC-55-MOD-AFlexibleConsumptionModelNCS5	36	1
1.8	NC55-MPA-BLNK	-	NCS 5500 MPA Blank Filler	---	1

1.9	NC-55-MOD-A-TRK	Yes	NC-55-MOD-A Line Card Tracking PD	---	1
1.10	ESS-100G-RTU-1	Yes	Core & Aggregation Essentials SW Right-to-Use v1.0 per 100G	---	5
1.10.0.1	SD-SWK-ESS100G1	-	SWSS B NO UPG Core Aggregation Essentials SW Right-t	36	5
1.11	ADV-100G-RTU-1	Yes	Core & Aggregation Advanced SW Right-to-Use v1.0 per 100G	---	5
1.11.0.1	SD-SWK-ADV100G1	-	SWSS B NO UPG Core Aggregation Advanced SW Right-to-	36	5
1.12	NC55-PWR-3KW-AC	-	NCS 5500 AC 3KW Power Supply	---	2
1.13	CAB-9K16A-SA	-	Power Cord 250VAC 16A, S Africa, Src Plug EL 208, SABS 164-1	---	2
1.14	SD-SVS-FC-IOXSR	-	Flexible Consumption IOXSR	---	1
1.15	NC55-5500-ACC-KIT	-	NCS 5500 Accessory Kit	---	1
1.16	NC-55-MOD-A	-	NC55-MOD-A-S Line Card Flexible Consumption (Smart Lic)	---	1
1.16.0.1	SD-AR1K-NC55MODA	-	AR LEVEL 1 NO SW SUP NC-55-MOD-AFlexibleConsumptionModelNCS5	36	1
1.17	NC55-MPA-BLNK	-	NCS 5500 MPA Blank Filler	---	1
1.18	NC-55-MOD-A-TRK	Yes	NC-55-MOD-A Line Card Tracking PD	---	1
1.19	ESS-100G-RTU-1	Yes	Core & Aggregation Essentials SW Right-to-Use v1.0 per 100G	---	5
1.19.0.1	SD-SWK-ESS100G1	-	SWSS B NO UPG Core Aggregation Essentials SW Right-t	36	5
1.20	ADV-100G-RTU-1	Yes	Core & Aggregation Advanced SW Right-to-Use v1.0 per 100G	---	5
1.20.0.1	SD-SWK-ADV100G1	-	SWSS B NO UPG Core Aggregation Advanced SW Right-to-	36	5
1.21	NC55-PS-BLNK	-	NCS 5500 Power Supply Blank Filler	---	2
1.22	ESS-100G-SIA-3	Yes	Core & Aggr Essentials SIA per 100G 3-year term	---	10
1.23	ADV-100G-SIA-3	Yes	Core & Aggr Advanced SIA per 100G 3-year term	---	10
1.24	NC55-RP-E	-	NCS 5500 Route Processor with SyncE	---	2

1.24.0.1	SD-AR1K-NC55RPRP	-	AR LEVEL 1 NO SW SUP NCS 5500 Route Processor with SyncE	36	2
1.25	XR-7.1-K9-TRK	Yes	IOS-XR Software Tracking PID 7.1 K9	---	1
1.26	TRK-7.1-K9-NC55	-	IOS XR 7.1 K9 Tracking PID	---	1
1.27	NC55-MPA-12T-S-FC	-	NCS 5500 12X10G MPA	---	1
1.27.0.1	SD-AR1K-NC5FM2PA	-	AR LEVEL 1 NO SW SUP NCS 5500 12X10G MPA	36	1
1.28	EPNM-F-MDV-SRTM	Yes	Cisco EPN Manager Smart Medium Device Full (Ess+Adv) RTM	---	1
1.28.0.1	SD-SNK-EPNMFRTM	-	SW SUPT NO UPG NET Cisco EPN Manager Smart Medium Device Fu	36	1
1.29	L-TRUST-ES-EMBED	-	Cisco Crosswork Trust Insights Essentials Voucher	---	1
1.30	EPNM-F-MDV-SRTMSIA	-	EPNM Smart Medium Device Full FCM RTM SIA	---	1
1.31	NC55-MPA-12T-S-FC	-	NCS 5500 12X10G MPA	---	1
2.0	NCS-5501-SE-SYS	-	NCS-5501 SE HW Flexible Consumption (need Smart Licensing)	---	1
2.0.1	SD-AR1K-NCS550SE	-	AR LEVEL 1 NO SW SUP NCS-5501SESystemHWforFlexibleConsumptio	36	1
2.1	NCS-5501-SE-TRK	Yes	5501 SE Base Hardware Tracking PID	---	1
2.2	NCS-1RU-FAN-FW	-	NCS 5500 1RU Chassis Fan Tray Port-S Intake / Front-to-back	---	2
2.3	NCS-1RU-ACC-KIT	-	NCS 5500 Accessory Kit for 1RU Chassis	---	1
2.4	XR-7.1-K9-TRK	Yes	IOS-XR Software Tracking PID 7.1 K9	---	1
2.5	TRK-7.1-K9-NC55	-	IOS XR 7.1 K9 Tracking PID	---	1
2.6	ESS-100G-RTU-1	Yes	Core & Aggregation Essentials SW Right-to-Use v1.0 per 100G	---	5
2.6.0.1	SD-SWK-ESS100G1	-	SWSS B NO UPG Core Aggregation Essentials SW Right-t	36	5
2.7	ADV-100G-RTU-1	Yes	Core & Aggregation Advanced SW Right-to-Use v1.0 per 100G	---	5
2.7.0.1	SD-SWK-ADV100G1	-	SWSS B NO UPG Core Aggregation Advanced SW Right-to-	36	5

2.8	NCS-1100W-ACFW	-	NCS 5500 AC 1100W Power Supply Port-S Intake / Front-to-back	---	2
2.9	CAB-250V-10A-ID	-	AC Power Cord - 250V, 10A , India	---	2
2.10	ESS-100G-SIA-3	Yes	Core & Aggr Essentials SIA per 100G 3-year term	---	5
2.11	ADV-100G-SIA-3	Yes	Core & Aggr Advanced SIA per 100G 3-year term	---	5
2.12	SD-SVS-FC-IOXR	-	Flexible Consumption IOSXR	---	1
2.13	EPNM-F-SMV-SRTM	Yes	Cisco EPN Manager Smart Small Device Full (Ess+Adv) RTM	---	1
2.13.0.1	SD-SSNK-EPNMFST	-	SP SSPT E NO UPG NET Cisco EPN Manager Smart - Small Device	36	1
2.14	L-TRUST-ES-EMBED	-	Cisco Crosswork Trust Insights Essentials Voucher	---	1
2.15	EPNM-F-SMV-SRTMSIA	-	EPNM Smart Small Device Full FCM RTM SIA	---	1
3.0	N540-24Z8Q2C-SYS	-	N540-24Z8Q2C Base HW Flex. Consumption Need Smart Licensing	---	2
3.0.1	SD-AR1K-N5404ZYS	-	AR LEVEL 1 NO SW SUP NCS540SystemVortex	36	2
3.1	N540-24Z8Q2C-TRK	Yes	24Z8Q2C-M Base Hardware Tracking PID	---	2
3.2	N540-RCKMT-19	-	NCS 540 Rack Mount for 19-in rack	---	2
3.3	N540-FAN	-	NCS 540 Fan Non-Conformal Coated - Screw Type	---	8
3.4	N540-PWR400-A	-	NCS 540 400W AC power supply	---	4
3.5	CAB-AC-SA	-	Power Cord -South Africa, 16/10A,250V,1830mm, -40C to +85C	---	4
3.6	ESS-AC-10G-RTU-1	Yes	Access Essentials SW Right-to-Use v1.0 per 10G	---	32
3.6.0.1	SD-SWK-ESSAC1G1	-	SWSS B NO UPG AccessNetworkEssentialsSWRight-to-Useper10G	36	32
3.7	ADV-AC-10G-RTU-1	Yes	Access Advanced SW Right-to-Use v1.0 per 10G	---	32

3.7.0.1	SD-SWK-ADVAC1G1	-	SWSS B NO UPG AccessNetworkAdvancedSWRight-to- Useper10G	36	32
3.8	ESS-AC-10G-SIA-3	Yes	Access Essentials SIA per 10G 3-year term	---	32
3.9	ADV-AC-10G-SIA-3	Yes	Access Advanced SIA per 10G 3-year term	---	32
3.10	SD-SVS-FC-IOXR	-	Flexible Consumption IOXR	---	2
3.11	XR-7.1-K9-AC-TRK	Yes	IOS-XR Software Tracking PID 7.1 K9	---	2
3.12	TRK-7.1-540-K9	-	IOS XR 7.1 K9 Tracking PID NCS 540	---	2
3.13	EPNM-F-SMV-SRTM	Yes	Cisco EPN Manager Smart Small Device Full (Ess+Adv) RTM	---	2
3.13.0.1	SD-SSNK-EPNMFST	-	SP SSPT E NO UPG NET Cisco EPN Manager Smart - Small Device	36	2
3.14	EPNM-F-SMV- SRTMSIA	-	EPNM Smart Small Device Full FCM RTM SIA	---	2
4.0	R-CISCO-S-EPNM-K9	-	Cisco EPN Manager Smart - Electronic	---	1
4.1	EPNM-3.0-S-K9	Yes	Cisco EPN Manager 3.x Smart Base + NBI+ UCS&VM Essential Lic	---	1
4.1.0.1	SD-SNK-EPNM3SK9	-	SWSS B NO UPG NET Cisco EPN-M 3.0 Smart Base App (includes	36	1
4.2	EPNM-3.0-S-PAK	-	Cisco EPN Manager 3.0 Smart Base App License PAK	---	1
4.3	SD-SVS-EPNM-S	-	Cisco Evolved Programmable Network Manager Smart - SIA	---	1
4.4	EPNM-3.0-S-K9-SIA	-	EPN Manager Base Application 36-59 months SIA	---	1
4.5	FULL-SM-SRTM	-	EPNM Small Full RTM Suite	---	1
4.6	EPNM-F-SM-SRTM- T1	-	EPNM Smart Small Full(DevEss & Adv) RTM Tier1 1-9999 Nodes	---	10
4.6.0.1	SD-SNK-EPNMFST1	-	SWSS B NO UPG NET EPNM Smart Small Full(DevEss Adv) RTM Ti	36	10
4.7	L-SM-EPNMSRTM	Yes	Cisco EPN Manager Smart - Small Device Essen Right to Manage	---	10

4.8	L-ADVSM-EPNMSRTM	Yes	Cisco EPN Manager Smart Advanced RTM Small Node	---	10
4.9	EPNM-F-SM1-SRTMSIA	-	EPNM Smart Small Full RTM 36-59 months SIA 1-9999 nodes	---	10
5.0	UCSC-C240-M5S	-	UCS C240 M5 8 SFF + 2 rear drives w/o CPU,mem,HD,PCIe,PS	---	1
5.0.1	CON-SNT-CC240M5S	-	SNTC 8X5XNBD UCS C240 M5 8 SFF + 2 rear drives w/o CPU,mem,H	36	1
5.1	UCS-MR-X32G2RT-H	-	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	---	4
5.2	UCSC-PCI-1-C240M5	-	Riser 1 incl 3 PCIe slots (x8, x16, x8); slot 3 req CPU2	---	1
5.3	CAB-C13-C14-2M	-	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	---	2
5.4	UCSC-RAILB-M4	-	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	---	1
5.5	UCSC-CMA-M4	-	Reversible CMA for C240 M4 ball bearing rail kit	---	1
5.6	CIMC-LATEST	-	IMC SW (Recommended) latest release for C-Series Servers.	---	1
5.7	UCS-SID-INFR-OI	-	Other Infrastructure	---	1
5.8	UCS-SID-WKL-OW	-	Other Workload	---	1
5.9	UCSC-HS-C240M5	-	Heat sink for UCS C240 M5 rack servers 150W CPUs & below	---	2
5.10	UCSC-BBLKD-S2	-	UCS C-Series M5 SFF drive blanking panel	---	6
5.11	UCSC-PCIF-240M5	-	C240 M5 PCIe Riser Blanking Panel	---	1
5.12	CBL-SC-MR12GM52	-	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	---	1
5.13	UCSC-SCAP-M5	-	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	---	1
5.14	UCSC-RAID-M5	-	Cisco 12G Modular RAID controller with 2GB cache	---	1
5.15	R2XX-RAID5	-	Enable RAID 5 Setting	---	1
5.16	UCS-HD12TB10K12N	-	1.2 TB 12G SAS 10K RPM SFF HDD	---	4

5.17	UCSC-PSU1-1050W	-	Cisco UCS 1050W AC Power Supply for Rack Server	---	2
5.18	UCS-CPU-I4210R	-	Intel 4210R 2.4GHz/100W 10C/13.75MB DDR4 2400MHz	---	2
5.19	VMW-VSP-STD-3A	-	VMware vSphere 7 Std (1 CPU, 32 Core) 3-yr, Support Required	---	2
5.19.0.1	CON-ISV1-VSXSTD3A	-	VSphere Standard for 1 CPU; ANNUAL List 3-YR Req'd	36	2
6.0	GLC-LH-SMD=	-	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	---	10
7.0	SFP-10G-LR-S=	-	10GBASE-LR SFP Module, Enterprise-Class	---	12
8.0	C9200-24T-A	-	Catalyst 9200 24-port data only, Network Advantage	---	1
8.0.1	CON-SNT-C920024A	-	SNTC-8X5XNBD Catalyst 9200 24-port data only, Network	36	1
8.1	PWR-C5-BLANK	-	Config 5 Power Supply Blank	---	1
8.2	C9200-NW-A-24	Yes	C9200 Network Advantage, 24-port license	---	1
8.3	C9200-NM-4X	-	Catalyst 9200 4 x 10G Network Module	---	1
8.4	CAB-TA-IN	-	India AC Type A Power Cable	---	1
8.5	C9200-DNA-A-24	Yes	C9200 Cisco DNA Advantage, 24-port Term Licenses	---	1
8.5.0.1	C9200-DNA-A-24-3Y	-	C9200 Cisco DNA Advantage, 24-Port, 3 Year Term License	36	1
8.6	PI-LFAS-T	Yes	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	---	1
8.6.0.1	PI-LFAS-AP-T-3Y	-	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	1
8.7	NETWORK-PNP-LIC	Yes	Network Plug-n-Play Connect for zero-touch device deployment	---	1
9.0	N520-4G4Z-A	-	Cisco NCS 520 - 4xGE + 4x10GE, Commercial Temp	---	10

9.0.1	CON-SNT-G4Z0NA52	-	SNTC-8X5XNBD Cisco NCS 520 - 4xGE + 4x10GE, Commercia	36	10
9.1	CAB-AC-SA	-	Power Cord -South Africa, 16/10A,250V,1830mm, -40C to +85C	---	10
9.2	SNCS520NK91612	-	UNIVERSAL - NO PAYLOAD ENCRYPTION	---	10
9.3	N520-S-M	-	Cisco NCS 520 Series Metro Access License	---	10
9.3.0.1	CON-SAS-NM20S50N	-	SW APP SUPP Cisco NCS 520 Series Metro Access Licens	36	10

3.4. Engagement Process

The engagement of this project will be critical to its success and will require engagement at all levels especially on a technical level. The ELIDZ requires a team that has proven track record with this type of implementations and required certifications to ensure this project is deployed correctly.

3.5. Additional considerations

Respondents need to apply their minds to the network design and configuration required for this deployment to work as not all detailed elements can be included in this document, but a working solution is expected as a final deliverable. We will need to existing network to continue to function and service customers until phase 2 is complete.

The ELIDZ is also in the process of applying for its own ASN number range that might affect this project's configuration.

3.6. Project Management

As this project will affect multiple section of business and it has multiple stakeholders it will be expected to have some level of project management and project coordination to ensure the project moves along swiftly and to reduce any possible network interruptions.

4. Response Format

4.1. Company profile

- Provide an overview of your company profile.

- Provide information on your operation office locations. Do you have local offices in the BCM Metropolitan Area \ Eastern Cape Province \ National or International?
- Provide a Municipal Clearance Certificate
- Provide an organogram for team allocated to this project in terms of roles and responsibilities

4.2. Location evidence

- Provide information on your operation office locations. Do you have local offices in the BCM Metropolitan Area \ Eastern Cape Province \ National or International?
- Provide a Municipal Clearance Certificate

4.3. Proposed Solution

- Please provide a detailed response to your understanding of our detailed requirements as in the previous section, please include all steps of your planning, design and delivery phases and the implementation.
- This information is critical for assessing your proposal. Ensure all information is relevant to this project and its implementation.

4.4. Service provider skills competency

- Provide a detailed list of personnel whom will form the team for this project, listing similar projects completed by each team member, their relevant skills \ qualifications and years of work experience relevant to this project. Include curriculum vitae's where possible.

4.5. References

- Provide a minimum of (3) three references relevant to this tender, with completed reference letters, stamped, signed and dated by the referee.
- Provide details of the relevant services offered to these references, establishing a track record as well as provide contactable references at these sites \ clients.

4.6. Project plan and methodology

Describe the proposed engagement model with reference to this tender. Please provide the following:

- Engagement Structure
- Describe your proposed solution in detail in response to the detailed requirements

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 THE MAINTENANCE, SUPPLY AND INSTALLATION OF FIBRE AND NETWORK
SERVICES FOR
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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

CLIENT: _____

WITNESS 1: _____

WITNESS 2:

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – [NAME OF COMPANY – DATE](#)

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NAME OF PROJECT

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17. DISPUTES
18. BREACH AND PENALTY
19. TERMINATION
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21. WARRANTIES
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CLIENT: _____

WITNESS 1: _____

WITNESS 2:

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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23. WHOLE AGREEMENT
24. SEVERABILITY
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35. SIGNATURES

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2:

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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,

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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;

- 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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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- 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
- 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;

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – **NAME OF COMPANY – DATE**

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- 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

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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – **NAME OF COMPANY – DATE**

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- 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 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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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- 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 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;

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

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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,

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

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- 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

- 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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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- 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 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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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- 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;

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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 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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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 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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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28. SUPERSESSION

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2:

SERVICE PROVIDER: _____ WITNESS 1: _____

WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE

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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

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