



## ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: (ES/21/CLEANING/01)

**PROVISION OF MAINTENANCE SERVICES: CLEANING  
AND HYGIENE SERVICES TO ELIDZ PUBLIC TOILETS;  
TURNSTILES; ELIDZ ENTRANCES AND GUARD HOUSE**

## REQUEST FOR PROPOSAL (RFP) PACK

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START DATE: 19 NOVEMBER 2021

CLOSING DATE: 10 DECEMBER 2021 @ (12h00)

NAME OF TENDERER: \_\_\_\_\_

TENDERER'S ADDRESS:

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### **CHECKLIST FOR SUBMISSIONS**

<b>LIST OF RETURNABLE SCHEDULES</b>	
<b>COMPULSORY SUBMISSIONS</b>	
Declaration of Form of Offer and Acceptance to be signed	
Proof of Registration with National Contract Cleaning Association (NCCA)/ Letter confirming Registration with National Contract Cleaning Association (NCCA)	
Letter of Good Standing with Compensation Commissioner	
<b>SUBMISSIONS FOR FUNCTIONALITY EVALUATION</b>	
<b>Detailed breakdown of functionality</b>	
Criteria 1 - Proof of registered office within BCMM	
Criteria 2 - CV's of proposed key staff	
Criteria 3 – Relevant Company Experience	
Criteria 4 - Implementation Methodology	
<b>SUBMISSION FOR COMPLIANCE EVALUATION</b>	
Proof of CSD registration	
Original Tax clearance certificate/ online pin code	
Valid original or certified copy of BBBEE Certificate	
Proof of company registration	
ELIDZ Procurement Handbook	

**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

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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
6. **Annexure 3:** ELIDZ OHS Regulations
7. **Annexure 4:** ELIDZ CEMP
8. **Annexure 5:** Section 37.2 of the Occupational Health and Safety Act No. 85 of 1993



## **SECTION A: General Guidelines**

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PROVISION OF MAINTENANCE SERVICES: CLEANING AND HYGIENE SERVICES  
TO ELIDZ PUBLIC TOILETS; TURNSTILES; ELIDZ ENTRANCES AND GUARD HOUSE

## 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-BBBEE verification certificate issued by an accredited Verification Agency.

Tenderers are required to submit a valid original or certified B-BBBEE Certificate. Failure to submit a valid B-BBBEE 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
<b>Non-Compliant</b>	<b>0~30%</b>	0

Companies with annual turnover less than R10 million (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 3 contributor status. In awarding the EME status, the ELIDZ shall only accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m. 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 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 16h30 on the 26 November 2021. All questions must be submitted to [Anathi@elidz.co.za](mailto:Anathi@elidz.co.za)
- The closing date for this tender is at 12h00 on the 10 December 2021.
- 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.

## 3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized hereto 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 1 (Procurement Handbook) with the tender together with all profit-sharing percentage information. In Bids where consortia/joint venture/ sub-contractors are involved; each party must submit a separate proof of TCS/PIN/CSD number

#### **4 AREA OF SERVICE/POINT OF DELIVERY**

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

#### **5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT**

##### **Tax Requirements**

Bidders must ensure compliance with their Tax obligations

Bidders are required to submit their unique personal ID number (PIN) issued by SARS to enable the ELIDZ to view the taxpayer's profile and tax status

Application for tax compliance status (TCS) or PIN may also be made via e-filing.

Bidders may also submit a printed TCS together with the bid

In Bids where consortia/joint venture/ sub-contractors are involved; each pay must submit a separate proof of TCS/PIN/CSD number

Where no TCS is available but the bidder is registered on the CSD database, a CSD number must be provided

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.

#### **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. Notice of cancellation shall either be by fax or in writing.



## **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 claim is received. The Payment Certificates shall be drawn up in an agreed format based on the bills of quantities. The date for submission of each payment claim shall be agreed with the ELIDZ Representative. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the ELIDZ Representative based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Service Provider shall draw up and submit his claim using the agreed quantities.
- The ELIDZ Representative shall check the claim and certify the amount to be paid.
- The Service Provider shall provide a VAT invoice to the ELIDZ Representative for the certified amount.
- The ELIDZ Representative shall submit the payment certificate to the Employer.

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 tenderers 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.

All tenderers 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.

## **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 as stated and from the date of the briefing session and must be addressed to the Supply chain officer. 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 Procurement officer 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, 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 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".

## **15 SUPPORTING DOCUMENTATION TO BE SUBMITTED**

- Proof of CSD registration
- Original Tax clearance certificate/ online pin code
- Valid original or certified copy of BBBEE Certificate

- Proof of company registration
- Original Cancelled Cheque / Bank Stamped Letter
- Valid Proof of Office Location
- Completed and Signed Procurement Handbook (**Annexure 1**)
- Three Completed Reference Letters (**Annexure 2**)

## 16 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.

- JV Participation Documentation (If applicable)
- Signed Declaration of Form of Offer and Acceptance
- Letter of Good Standing with Compensation Commissioner
- Proof of Registration with National Contract Cleaning Association (NCCA) / Letter confirming Registration with National Contract Cleaning Association (NCCA)

## 17 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 and deposited by hand in the tender box before the closing date and time of 12h00, 10 DECEMBER 2021. ELIDZ WILL NOT BE RESPONSIBLE FOR DOCUMENTS PLACED IN AN INCORRECT TENDER BOX.

The tender box will be clearly marked and can be found in the following location:

The **ELIDZ, ADMINISTRATION 1 BUILDING**, Lower Chester Road, Sunnyside, East London, 5201

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. award only a portion of the proposed goods / service/s which are reflected in the scope of this RFP.
11. split the award of the order/s between more than one Supplier/Service Provider: or
12. make no award at all.
13. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
14. 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**

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PROVISION OF MAINTENANCE SERVICES: CLEANING AND HYGIENE SERVICES  
TO ELIDZ PUBLIC TOILETS; TURNSTILES; ELIDZ ENTRANCES AND GUARD HOUSE

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## 1. Introduction

The ELIDZ is a Greenfield development project that is part of a sub-regional economic growth and employment creation initiative driven by the government's micro-economic reform strategy, as implemented by the South African Department of Trade and Industry. Over 400 hectares of prime land has been transformed into a world-class industrial location.

The ELIDZ is the operator of the zone, an entity that exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services.

The ELIDZ is a prime industrial park in South Africa. It is perfectly positioned for light industry manufacturers that are investing from R10 million (+/- \$1.2 million) upwards. The zone is specially developed for growth-oriented manufacturers in search of ultimate global competitiveness. The zone focuses on streamlining business operations and engineering operational efficiencies for located industries.

The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets. The zone is situated on the Buffalo City's West Bank, adjacent to the existing East London port. The ELIDZ includes a Customs Control Area to allow for a duty-free importation of manufacturing inputs utilized in the production of export products as well as providing access to a variety of general sector-specific industrial investment incentives.

The zone has six individually fenced sub-zones, each designed to serve specific manufacturing needs. It is characterized by excellent internal roads and a newly built dual carriageway designed to carry both light and heavy vehicles including 22m-long interlines.

Boasting 150 fully serviced sites with access to all utilities including the highest caliber ICT infrastructure and systems and all are within close proximity to key transport networks. The ELIDZ is on a mission and has already succeeded in establishing local and global export-oriented industries within the zone.

The ELIDZ offers complete solutions and streamlined business activity for companies doing business in a number of sectors. These include:

- Automotive
- ICT and Electronics
- Agro-processing
- Pharmaceuticals
- Energy and Advanced Manufacturing
- Marine Aqua culture
- Business Process Outsourcing and Offshoring
- Logistics
- General Manufacturing

#### **ELIDZ Forming Part of the New Special Economic Zone Programme**

The ELIDZ is an initiative under the South African Government's Special Economic Zones (SEZ) Programme.

SEZ's are geographically designated areas of a country set aside for specifically targeted economic activities, supported through special arrangements (that may include laws) and systems.

SEZ's are designed to be conduits for the creation of an appropriate environment for foreign direct and domestic investment and the development of strategic industrial capabilities. Companies that locate in the SEZ have access the following incentives:

- VAT and customs relief, if located within a CCA.
- Employment tax incentive.
- Reduced corporate income tax rate.
- Accelerated depreciation.



## 2. Scope of Work

### Provision of Cleaning Service:

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully maintained and able to function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contract with suitable service providers who can carry out the cleaning services which are necessary to support these objectives

### 2.1 Building Specifications

The following are the specifications to the buildings the service provider is expected to render such services. This is inclusive of cleaning services and provision of the cleaning material they will need to use thereof.

No. of units available in the Zone								
DESCRIPTION	Female cubicles	Male cubicles	Disabled Units	Unisex Units	Urinal units	Shower and Change room units	Zone Entrances (Security receptions)	Turnstiles (Entrance & Exit)
Main Entrance (CCA)	2	2	0	0	1	2	1	5
Transport Building Entrance	8	6	1	0	5	0	1	8
Zone 1B Entrance	0	0	0	1	0	0	2	2
Zone 1D Entrance	0	0	0	1	0	0	2	0
Maintenance Stores	1	1	0	1	0	0	0	0
<b>Total</b>	<b>11</b>	<b>9</b>	<b>1</b>	<b>3</b>	<b>6</b>	<b>2</b>	<b>6</b>	<b>15</b>

Floor area per facility (m2)								
DESCRIPTION	Female cubicles	Male cubicles	Disabled Units	Unisex Units	Urinal units	Shower and Change room units	Zone Entrances-Guard house receptions (Floors)	Zone Entrances-Guard house receptions (Windows)
Main Entrance (CCA)	13,1	13,1	0	0	included	20,0	26,3	37,8
Transport Building Entrance	38,9	38,9	3,7	0	included	0	25,2	20,8
Zone 1B Entrance	0	0	0	5,67	0	0	27,26	64,61
Zone 1D Entrance	0	0	0	5,67	0	0	27,26	64,61
Maintenance Stores	3,6	3,6	0	2,1	included	0	0	0,95
<b>Total</b>	<b>34.1</b>	<b>55,6</b>	<b>3,7</b>	<b>13,44</b>	<b>0</b>	<b>20,0</b>	<b>106,0</b>	<b>188,8</b>

## 2.2 Provision of Cleaning

The cleaning services comprise of scheduled items as described below. It is envisaged that a small permanent crew (as described in the Pricing Schedule) will undertake the works on a daily basis as directed by the ELIDZ representative.

Actions	Frequency
<p>The Service Provider shall make use of SABS approved cleaning detergents; sanitizers and equipment to fulfil the cleaning obligation to all Public ablutions; Zone entrances and Turnstiles. Details include the following:</p> <p><b><u>Ablutions and showers</u></b></p> <ul style="list-style-type: none"> <li>- Toilet floors to be mopped &amp; disinfected</li> <li>- Toilet pans; Covers; Urinals; Basins; Counter tops; Towel rails and taps are to be cleaned with approved SABS disinfectant</li> <li>- All door handles to be cleaned and disinfected</li> </ul>	<p>All the Time</p> <p>Daily Every 4 hours from 06h00 am</p>
<ul style="list-style-type: none"> <li>- Showers to be disinfected (Those in use)</li> <li>- Skirtings to be washed and cleaned</li> <li>- Metal fittings to be dust cleaned and polished</li> <li>- Window seals to be wet dusted</li> </ul>	Daily

<ul style="list-style-type: none"> <li>- All mirrors to be wet dust wiped with damp cloth and polished</li> <li>- All doors/ walls/ partitions to be cleaned and disinfected</li> </ul>	Daily and as and when required
<ul style="list-style-type: none"> <li>- Bins should be empty and cleaned</li> </ul>	3 times daily
<ul style="list-style-type: none"> <li>- 2 Ply Toilet papers to be supplied and replenished in all public toilets</li> <li>- Hand paper towels to be supplied and replenished in all public toilets</li> <li>- Supply and ensure that soap dispensers are replenished in all public toilets</li> <li>- Supply and replenish toilet seat sanitizers</li> </ul>	All the time
<ul style="list-style-type: none"> <li>- An approved agent should be put in toilet pans in all public toilets to prevent deposits</li> <li>- An approved agent should be put in basins and urinals in all public toilets to prevent clogging</li> </ul>	Weekly
<ul style="list-style-type: none"> <li>- Deep clean all public toilets</li> <li>- Deep clean all windows inside and outside</li> </ul>	Once quarterly
<b><u>Zone Entrance Receptions</u></b>	
<ul style="list-style-type: none"> <li>- Regularly clean and disinfect frequently (Floors; door handles; balustrades; handrails etc.)</li> <li>- Disinfect all areas (desks; tables; counter tops; telephones; keyboards, etc.)</li> </ul>	Daily every 4 hours from 06h00 am
<ul style="list-style-type: none"> <li>- Furniture to be wet dusted and polished</li> <li>- All glazing and surfaces to be wet dust wiped with damp cloth and polished</li> <li>- Wipe those parts of furniture covered in leather or imitation leather</li> <li>- Skirtings to be wiped and cleaned</li> </ul>	Daily
<ul style="list-style-type: none"> <li>- Bins should be empty and cleaned</li> </ul>	2 times daily
<ul style="list-style-type: none"> <li>- Deep clean all public toilets</li> <li>- Deep clean all windows inside and outside</li> </ul>	Once quarterly
<b><u>Turnstiles (Entrances and Exits)</u></b>	
<ul style="list-style-type: none"> <li>- Regularly clean and disinfect all entrance and exit turnstiles frequently</li> </ul>	Daily Every 4 hours from 06h00 am
<p>Service provider to ensure personnel has adequate and appropriate personal protective clothing and to ensure that these are always worn. These include but not limited to:</p> <ul style="list-style-type: none"> <li>- Both utility, latex (single use gloves) and surgical masks; Utility gloves to be washed with soap, water and bleach; Single use gloves to be discarded after each use</li> </ul>	Demand Based
<ul style="list-style-type: none"> <li>- Service Provider to ensure that personnel working in the zone are in good health and pose no risk and should have a thermometer to keep record of all personnel temperatures.</li> </ul>	Daily every 4 hours from 6h00 am

### **2.3 Duration of Contract**

The intended term of the contract will be for a period of **Two (2) years**

### **2.4 Normal Working Hours**

Service Provider is expected to be on site both for morning shift and night shift, from Mondays to Sundays 06h00 am to 06 h00 am (Excluding public holidays).

### **2.5 Staffing Required**

The following number of cleaners is required:

- 1x Supervisor
- 4x Cleaners
- **Service Provider is to provide transportation for staff within the zone**

### **2.6 Cleaning consumables**

The Service provider shall provide chemicals/ material which are not harmful to either persons of the environment. Proposed products will be considered provided they are proven safe and desirable. The service provider shall supply all cleaning consumables and equipment required to render the daily cleaning service, and such equipment should be in good condition at all times. The service provider shall ensure that defective equipment will either be repaired or replaced within 24 hours from the time that such equipment is reported by ELIDZ or the Service providers staff (e.g.)

- Mops (Flat mop; commercial cleaning wet mop)
- Janitorial trolleys
- Buckets (Single and double bucket)
- Ladders (Long and short)
- High pressure cleaner
- Cloths (3 per cleaner)
- Brooms
- Wet floor caution signs
- Toilet brushes, spray bottles, dustpan sets etc.
- General purpose/ heavy duty elbow-length gloves
- Feather duster (Long and short)
- Any other item required to render the cleaning service

### **2.7 Security Identification**

- The service provider must ensure that the staff are in uniform at all times

- The uniform shall bear the company name and/ or Logo at all times
- Staff shall always have name tags for identification
- The staff should at least have a minimal of two uniform, safety boots, winter uniform and Personal protective clothing (PPE).
- The service provider should provide all necessary tools required by the staff as no tools, material or equipment will be supplied by the ELIDZ.

## 2.8 Absenteeism

The Service provider should ensure that, should a staff member not be present at work, a replacement is required by 08h00 am of that day or earlier.

## 2.9 Training

Cleaning staff need to be trained in every aspect relating to the handling of all equipment that they use with regards to this contract. The Service provider will be held responsible for any damages or injuries arising from any misuse or negligence use of material by one or their “on site” staff members.

# 3. Considerations

## 3.1 Functionality Evaluation Matrix

All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

The following table will be used to guide the evaluation committee and score each submission:

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Item	Details	Points scored	Available Points
	<b>Criteria 1. Business Location</b>		<b>20</b>
1.1	If the tenderer has a registered and currently operational office within the boundaries of Buffalo City Metropolitan Municipality <b>(Provide only lease agreement and/or BCM utility bill,)</b>		20
1.2	If the tenderer has a registered and currently operational office within the boundaries of the Eastern Cape		5
1.3	If the tenderer has a registered and currently operational office Outside Eastern Cape		0
	<b>Criteria 2. Applicant's Expertise and Resources</b>		<b>10</b>
2.1	Site Supervisor <b>(5 years minimum experience on similar cleaning and hygiene contracts)</b>		
	≥10 years relevant experience on similar projects		10
	≥7 years < 10 years relevant experience on similar projects		8
	≥5 years < 7 years relevant experience on similar projects		6
	Less than 5 years relevant experience on similar projects		0

	<b>Criteria 3. Relevant Company Experience</b>		<b>40</b>
3.1	Experience of the Company in similar services with documentary proof of track record in providing cleaning and hygiene services in progress or carried out in the past 5 years.  <b><u>Companies to submit Award Letters of contracts in progress or carried out in the past 5 years for points.</u></b>		
3.2	If no confirmed similar contracts in progress or carried out in the past 5 years		0
	<b>Criteria 4. Implementation Methodology</b>		<b>20</b>
4.1	Company required to provide detailed method statements, which demonstrate the way they will deal with. <ul style="list-style-type: none"> <li>• Supervision and Reporting</li> <li>• Urgent services</li> <li>• Staff on leave</li> <li>• Urgent orders for consumables</li> </ul>		5 5 5 5
	<b>Criteria 5. References</b>		<b>10</b>
5.1	<b>fully complete Annexure P06-1 Part A reference letter with contact details, signature, and stamp). Only relevant letters with company letterhead and stamp will be awarded points</b>		
5.1.2	2 relevant references provided		<b>10</b>
	1 relevant reference provided		5
	Reference letters not fully completed and with no company stamp		0
	<b>TOTAL EVALUATION SCORE FOR FUNCTIONALITY</b>	<b>0</b>	<b>100</b>
	<b>PERCENTAGE POINTS SCORED</b>	<b>0%</b>	

Tender offers scoring less than 70% functionality will not be considered further.

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.

### 3.2 Financial Offer Evaluation

The score achieved for financial offer will be determined using formula 2 (option 1) as follows:

$$\text{Points awarded} = 80 \left[ 1 - \frac{P - P_m}{P_m} \right]$$

Where P = the comparative offer of the tender offer under consideration

P<sub>m</sub> = the comparative offer of the lowest responsive tender

#### **Preference Evaluation Criteria**

A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. BBBEE evaluation shall be done based only on the

information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving BBEE objectives if the total percentage scored for 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. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate.

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).

### **3.3 Area of Service & Facilities**

The delivery of services will be required at the East London IDZ, Lower Chester Road, Sunnyridge, East London. We currently have no remote or branch offices.

Office space will be made available if and when required.

#### **POPIA**

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.
4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidders personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.

6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.



## 4. Special Conditions

### 4.1. General conditions

#### The Service Provider shall:

- Tasks not specified in this document will be identified and mutually agreed between the Service provider and the ELIDZ representative.
- The Service provider is required to conduct business in a cautious and professional manner.
- Provide the necessary documentation as requested prior to the cleaning service contract being awarded.
- Comply with all relevant employment legislation and applicable bargaining council agreements including UIF, PAYE etc. **Proof to be submitted within 21 days from awarding the contract by the successful Service provider**
- Service provider is to ensure that all personnel working under this contract are in good health and pose no risk to any personnel in the ELIDZ.
- Service provider is to comply with ELIDZ zone rules, procedures and regulations.
- Ensure that all work performed, and all vehicles and equipment brought onto or used on site will be following the Occupational Health and Safety Act of 85 of 1993.
- Service provider shall ensure that all the chemicals that will be used for cleaning shall have a material safety data sheet.
- The service provider shall utilize a disinfectant for general cleaning of all surfaces, these should not be damaging to the surface materials.
- The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.
- ELIDZ reserves the right to inspect the premises at any reasonable time to assess the level of service rendered against stipulated specifications.
- It remains the responsibility of the service provider to take all the necessary precautionary steps to prevent loss and damage, in cases of loss incurred or intentional damage due to negligence, the service provider will be held liable.

#### The ELIDZ shall:

- Conduct business in a courteous and professional manner with the service provider.
- Not accept any responsibility of accounts/ expenses incurred by the service provider that was not agreed upon by the contracting parties.
- Shall provide a storage facility for equipment and materials

#### **4.2 Procurement**

- Subcontracting
- The Contractor shall not subcontract any part of the works without the prior written consent of the Clients Representative.

#### **4.3 Functional and Data requirements**

The standard specifications applicable to this contract include the following:

- Occupational Health and Safety Act no. 85 of 1993
- Hazardous Substance Act no 15 of 1973
- ELIDZ Occupational Health and Safety Specification
- ELIDZ Construction Environment Management Plan
- SANS 10025- Customer Satisfaction
- SANS 10346- Complaints handling

#### **4.4 Site Establishment**

- Reticulated potable water exists within each zone of the ELIDZ. Should the Service provider require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Service provider shall be responsible for the cost of removal and reinstatement on completion.
- All zones of the ELIDZ are fully reticulated with electricity. Should the Service provider require an electrical connection then he shall discuss his requirements with the ELIDZ representative who will arrange for a supply with the necessary capacity at a suitable position. The Service provider shall be responsible for the cost of removal and reinstatement on completion.
- The Employer is not able to assist with telecommunication facilities and the Service provider shall make his own arrangements for whatever telephone and facsimile facilities he may require.
- It is not envisaged that the Service provider will require a permanent campsite, with offices or workshop facilities. Should establishment of any temporary facilities be required to enable the Service provider to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Client's Representative.
- The Service provider will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Client's Representative.

#### **4.5 Management**

- **Planning and Programming**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Service provider shall prepare and submit to the Client's Representative a Plan that provides full details

of the sequence and timing of the scheduled activities required in terms of the contract. This shall cover the entire contract period and shall be amended and revised as necessary until approved by the Client's Representative.

#### **Sequence of the Works**

- The sequence of work shall be carried out strictly in accordance with the Project Plan as detailed above.

#### **Quality Control**

- The Service provider shall provide whatever samples of materials are required for approval prior to commencement and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

#### **Key Personnel**

- Within 7 days of the date of award, but prior to the Commencement Date and prior to commencement of any operations on site, the Service provider shall submit to the Client's Representative detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Service provider shall be required to provide personnel with equivalent or better qualifications and experience.

#### **Management Meetings**

- The Service provider shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Service provider shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

#### **Health and Safety Requirements and Procedures**

- The Service provider shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities. Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted to the Client's Representative for comment and approval immediately after the contract award and prior to commencement with any work on site.
- Service provider is to provide detailed approach on ways to comply to the Covid-19 pandemic for staff working in the zone

- Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification – available on request from the Client's Representative
- Method statements submitted for the Service providers activities shall include details of compliance with Occupational Health and Safety and shall be submitted immediately after the contract award.
- The Service provider shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.
- The Service provider shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.
- The Service provider shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.
- Wherever the Service providers staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre and post-employment medical examinations on the relevant employees.
- No member of the Service providers staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.
- The Service provider shall be responsible for the protection of the public in the areas in which he is working and shall provide safety signs to ensure their safety.
- Contaminated products should be disposed of in a safe and hygienic manner.
- Material Safety Data Sheets (MSDS) of all chemicals must be presented upon request by the ELIDZ/ Other external parties

#### **4.6 Indemnity**

- The Service provider shall indemnify the East London Industrial Development Zone (ELIDZ) against any claim for compensation in terms of the Workmen's Compensation legislation for any loss which the Service provider is liable and.
- Any claim by any employee of the Service provider for any loss or damage resulting in from any bodily injury resulting from any bodily injury and or/ damage to property.

## **5. Response Format**

### **5.1. Company Profile**

- Provide an overview of your company profile.
- Provide information on your operation office locations. Do you have local offices in the BCMM Area \ Eastern Cape Province \ National or International?

### **5.2. Service Provider Skills Competency**

Site Supervisor must reflect the following skills:

- Must have experience on similar cleaning and hygiene contracts

### **5.3. Relevant Company experience (References)**

- Provide a minimum of three (3) relevant completed reference letters, stamped, signed and dated.
- Reference letter template is attached as Annexure 2.
- Provide details of the relevant services offered to these references, establishing a track record as well as provide contactable references at these sites \ clients.

### **5.4. Implementation Methodology**

Describe your proposed solution or methodology of services that will be provided in detail in response to the detailed requirements as per Section B. This is an essential part of your response and it will form part of the service level agreement.

## 6. Conclusion

This document seeks to provide comprehensive information for the purposes of supporting the proposal that meets the requirements of the ELIDZ.

Please forward any queries to Mrs. Anathi Mzansi at the following contact details:

Tel: (043) 702 8200

Fax: (043) 702 8251

[Anathi@elidz.co.za](mailto:Anathi@elidz.co.za)



## **SECTION C: Service Level Agreement**

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PROVISION OF MAINTENANCE SERVICES: CLEANING AND HYGIENE SERVICES  
TO ELIDZ PUBLIC TOILETS; TURNSTILES; ELIDZ ENTRANCES AND GUARD HOUSE

**ORDER NUMBER:** \_\_\_\_\_

**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**



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## 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:

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;
  - 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**
- 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**

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 ISO 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 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: \_\_\_\_\_, delivered to the ELIDZ at the EAST LONDON INDUSTRIAL DEVELOPMENT ZONE HEAD OFFICE , EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER , ROAD SUNNYRIDGE, EAST LONDON or PO BOX 5458, GREENFIELDS, EAST LONDON 5208 or by email to \_\_\_\_\_ or facsimile to \_\_\_\_\_
- 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.

## **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;
- 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 deem 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**

- 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 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 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 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 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

### 34. DOMICILUM 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 to have been received on the day of delivery; or
- 34.4.2. 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: \_\_\_\_\_.

### 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 \_\_\_\_\_ 21\_\_ 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

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PROCUREMENT HANDBOOK



## ANNEXURE 2

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REFERENCE LETTER

## REFERENCE LETTER

### ELIDZ RFP –Details of previous similar work experience

- The respondent / tenderer must complete part A of this form separately for each reference submitted.
- The respondent / tenderer must forward Part B of this form for completion and signing to be completed by the referee, then bind the signed and completed Annexure 2 form with the tender submission.
- It is critical for the referee to include their signature & company stamp in the space provided for these.
- It is critical for the referee to include their contact details to enable verification of the reference. The ELIDZ will not give scores for incomplete forms.
- The referee to please provide a score (0 - for poor services received, 3 – for satisfactory services received, 5- for good services received)

### PART A – To be completed by respondent / tenderer for RFP submission

Company name of Respondent / tenderer:		
Name of client / referee:		
Location of project (private or public entity)		
Contract start date: date/month/year		
Contract end date: date/month/year		
Brief description of similar / relevant work experience.		
Details of client / referee for verification purposes:	Name:	
	Company name:	
	Contact details (Cell and Office numbers):	

## PART B – To be completed by referee

Client / Referee Name: .....

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary:		<input type="checkbox"/> No <input type="checkbox"/> Yes	Comments
Please score on the attributes listed below		Score out of (0 - for poor services received, 3 – for satisfactory services received, 5- for good services received)	
ITEM	SCORE		
A. Compliance with contract terms and conditions			
B. Overall rating of service provider's performance			
<b>A + B = Total Score</b>			

Referee name: .....

Client / Referee signature: .....

Designation: .....

Date: .....

Tel: .....

Company Stamp:

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## ANNEXURE 3

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ELIDZ OHS REGULATIONS





## ANNEXURE 4

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ELIDZ CEMP



## ANNEXURE 5

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Section 37.2 of the Occupational Health and Safety Act No. 85 of 1993

## **Agreement in terms of Section 37.2 of the Occupational Health and Safety Act No. 85 of 1993**

THIS AGREEMENT is made between the **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE** represented by the Chief Operations Officer: ELIDZ SOC Ltd (hereinafter called the EMPLOYER of the one part, herein represented by:

.....

in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

in his capacity as:.....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: Service Level Agreement for the Provision of Maintenance Services Structural Certification of ELIDZ Structures and Buildings at the East London IDZ

**AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);**

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....