

EXPRESSION OF INTEREST [EOI]

ICT SERVICES RESELLER PROGRAM 2025

EOI REFERENCE:	EOI-ICT-128
ISSUE DATE:	28th November 2025
CLOSING DATE:	23rd January 2026
CLOSING TIME:	12:00

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EOI for the Participation in the East London IDZ SOC LTD ICT Services Reseller Program

Section 1: NOTICE TO RESPONDENTS

1 INFORMATION REQUEST \ EXPRESSION OF INTEREST [EOI]

Information is requested from interested persons, companies, close corporations or enterprises, hereinafter referred to as the **Respondent(s)** to supply the aforementioned information to the East London IDZ. Respondents are to note that only those that have responded to this EOI and whom have been shortlisted following the bid evaluation process detailed in this EOI, will be considered for the ICT reseller program.

2 EOI CONDITIONS

- Questions relating to the EOI will be accepted until 16h00 on 16th January 2026. All questions must be submitted to Zandile Mtebele via e-mail to zandile@elidz.co.za;
- Responses to questions will be sent out on the 19th January 2026.
- A compulsory briefing session will be held on the 10th December 2025 starting at 10h00 via Microsoft Teams, a link is provided below:
<https://teams.microsoft.com/meet/31120381697142?p=iJarWgohnQMI3BxGOy>
- The closing date for this tender is at 12h00 on the 23rd January 2026;
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- The RFP document will be available for download at no cost on the 3rd December 2025 at 12h00 (Noon) from the East London Industrial Development Zone website: www.elidz.co.za under Opportunities >> Tenders >> the Tender number.
- All tender/bid documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 30MB per file;
- No late tenders will be accepted.
- Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the East London IDZ 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;

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- Proposals which do not comply with the tender conditions or which are incomplete will, as a rule, not be considered.

Tenderers must be registered on CSD database from Treasury

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

3 RESPONSE SUBMISSION \ DELIVERY INSTRUCTIONS

It will be the responsibility of the tenderer to ensure that the tender reaches the East London IDZ. The tender should be uploaded to our Online Tender Portal website before the closing date and time mentioned above.

Tender must be marked:

For the attention of: Zandile Mtebele: SCM Officer

zandile@elidz.co.za

4 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

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 East London IDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

No points will be awarded for achieving B-BBEE objectives if the total percentage scored for B-BBEE is less than 30%. All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation. The East London IDZ reserves the right to negotiate if preferred bidder's proposal exceeds the East London IDZ's project estimate.

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 East London IDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may

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lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the East London IDZ 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.

The East London IDZ 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).

5 SUBCONTRACTING

The East London IDZ fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting during the subsequent EOI process, Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators.

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

If contemplating subcontracting, a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity or entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with the East London IDZ's prior approval.

The contract will be concluded between the successful Respondent and ELIDZ, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

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A Respondent awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

6 COMMUNICATION

For specific queries relating to this EOI a Clarification Request Form should be submitted Zandile Mtebele before 12h00 on the 2nd January 2026, substantially in the form set out in Section 7. In the interest of fairness and transparency the East London IDZ's response to such a query will then be made available to the other Respondents who have participated in the briefing session. For this purpose, the East London IDZ will communicate with Respondents using the contact details provided during the briefing session.

Kindly ensure that you provide us with the correct contact details, as the East London IDZ will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

After the closing date of the EOI a Respondent may only communicate with the Supply Chain Officer via email zandile@elidz.co.za.

Respondents are to note that changes to its submission will not be considered after the closing date.

Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of the East London IDZ in respect of this EOI between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with the East London IDZ in the future.

7 CONFIDENTIALITY

All information related to this EOI is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Reseller Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to the East London IDZ's business, written approval to divulge such information must be obtained from the East London IDZ.

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8 INSTRUCTIONS FOR COMPLETION OF EOI

- 8.1** EOI proposals must be submitted in an electronic PDF format and clearly labelled.
- 8.2** All returnable documents listed in the expression of interest (Section 4) in this EOI must be returned with your submission.
- 8.3** The person or persons signing the submission must be legally authorised by the respondent to do so.

9 STATUS OF THIS EOI AND SUBSEQUENT PROCESS

- 9.1** It is envisaged that Respondents to this EOI will be subjected to pre-qualification criteria and will be shortlisted during the evaluation stage of the EOI.
- 9.2** This EOI is not an offer to purchase and the East London IDZ is under no obligation to accept any proposals in this process and/or the subsequent processes which may be issued hereafter.
- 9.3** This is an Expression of Interest, after which successful Respondents will be appointed to the ICT Services Reseller Program.
- 9.4** Opportunities or services relating to the East London IDZ's ICT service offerings will be awarded based on contracts awarded by a Third Party to the Reseller.

10 DISCLAIMERS

- 10.1** Respondents are hereby advised that ELIDZ is not committed to any course of action as a result of its issuance of this EOI and/or its receipt of submissions in response to it. In particular, please note that the East London IDZ reserves the right and at its sole and full discretion to:
 - a) utilise any information provided to it in response to this EOI in future EOI's;
 - b) take no further action whatsoever, if it so decides;
 - c) withdraw from this process and the provisions of this project at any time;
 - d) select the EOI participants based on ELIDZ's criteria;
 - e) change the dates of adjudication and submission;
 - f) not bind itself to accept any or all of the EOI's;
 - g) increase or decrease the quantities/scope as indicated in the EOI;
 - h) validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to ELIDZ to do so;
 - i) request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or

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j) not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

k) enter into price negotiations with the preferred bidder/s.

10.2 ELIDZ's decisions will be final and no correspondence will be entered into after the selection process. You will be formally notified of your result.

10.3 An EOI will only be deemed accepted once written notice is given by the East London IDZ to the successful Respondent(s) and after any amendments have been documented and agreed to within a Service Level Agreement.

10.4 Kindly note that the East London IDZ will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

11 TAX COMPLIANCE

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 East London IDZ to view the tax payer'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.

12 PROTECTION OF PERSONAL DATA

In responding to this bid, the East London IDZ acknowledges that it may obtain and have access to personal data of the Respondents. The East London IDZ agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, the East London IDZ will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, the East London IDZ requires Respondents to process any personal information disclosed by the East London IDZ in the bidding process in the same manner. The detailed mutual duties of the East London IDZ and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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EOI for the Participation in the East London IDZ SOC LTD ICT Services Reseller Program

Section 2: EOI SCOPE OF REQUIREMENTS

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 calibre 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.

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2 BACKGROUND

The ELIDZ intends to appoint a maximum of Twenty (20) ICT resellers with preference given to SMMEs within the province for a period of Five (5) years with an additional ten (10) generic resellers other than the SMMEs within the country.

The resellers will market and sell the ELIDZ's ICT Services and receive discounts according to sales volume or contract amount. The resellers will be expected to provide additional supporting services required by the clients, which would not typically be provided by the ELIDZ.

The appointed resellers will not be paid commissions but rather receive discounts ranging from 5% - 10%.

The preferred service providers must meet the requirements as stipulated.

3 KEY OBJECTIVES OF THIS EOI PROCESS

The objective of this bid is to appoint suitable, independent service providers that can resell the East London IDZ's ICT services as part of their service offerings.

4 RESELLER PROGRAM DETAILED REQUIREMENTS

4.1 East London IDZ ICT Services

East London IDZ currently provides and sells the following services to clients inside and outside the Zone:

- Internet as a Service
- Telephony as a Service
- Data Centre Rack Hosting
- Disaster Recovery as a Service (Veeam)
- Backup as a Service (Veeam)
- Cloud Services (IaaS)

Future services include the following:

- Document Digitisation & Storage Facilities
- SOC and NOC Services
- ICT Project Management

4.2 Expected Reseller Services

Appointed resellers are expected to market the East London IDZ services and include them in their service offerings during Third Party tendering processes. The East London IDZ expects the reseller to provide high quality and professional services to his/her client.

This will be measured by means of annual surveys to all reseller clients. Failure to achieve an average of eighty five percent (85%) may negatively affect the discount given to the reseller by the East London IDZ.

The East London IDZ will provide services to the reseller and will invoice the reseller and not the end client.

It is anticipated that the end client may request additional services not offered by the East London IDZ, in this case the reseller will be responsible for providing such services.

4.3 The Reseller Commission Tiers Versus KPIs.

	Reseller Tiers versus KPIs KPI 1 – Number of Active Clients	KPI 2 – Revenue Generated per annum	KPI 3 – Client reseller engagement and support satisfaction percentage
Bronze	1 – 20 active clients	Less than R 250 000 per annum	85 % and above
Silver	21 – 50 active clients	Up to R 750 000 per annum	85 % and above
Gold	51 and above active clients	Above R750 000 per annum	85 % and above
Platinum	51 and above active clients	Above R2 000 000 per annum	85 % and above

4.4 Reporting

A quarterly management report needs to be supplied and presented to East London IDZ detailing monthly expenditure, service performance, trends and possible cost savings. Further detail to this report will need to be discussed once the project is awarded.

4.5 Reseller Capacitation

The East London IDZ will conduct a minimum of one product awareness session per annum to all resellers at the East London IDZ's conference centre.

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5 GENERAL RESPONDENT OBLIGATIONS

- 5.1** The Respondent(s) shall be fully responsible to the East London IDZ for the acts and omissions of persons directly or indirectly employed by them.
- 5.2** The Respondent (s) must comply with the requirements stated in this EOI.

6 CONFIDENTIALITY AND COMPLIANCE

This EOI and information contained herein or provided for purposes thereof, remain the property of the East London IDZ and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a EOI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this EOI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic EOI.

7 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the EOI response, has read, understood and accepted all the terms and conditions of the document. The submission of an EOI by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the EOI Response document.

8 COSTS TO RESPOND TO THE EOI

All Respondents wishing to submit a EOI response must be in possession of this document, the EOI. The East London IDZ will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the EOI and the costs of the EOI at all stages of the EOI process. Costs, if any, will be for each Respondent's own account.

The East London IDZ reserves the right to invite certain Respondents to present an introduction of their company or otherwise demonstrate their capability as per their EOI, at the Respondent's own cost.

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9 AUTHORITY OF SIGNATORY

- 9.1** If the EOI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this EOI to do so and any other documents and correspondence in connection with this EOI and/or agreement on behalf of the company, must be submitted with their EOI.
- 9.2** If the EOI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this EOI to do so and any other documents and correspondence in connection with this EOI and/or agreement on behalf of the partnership, must be submitted with this EOI.
- 9.3** If the EOI Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this EOI and any other documents and correspondence in connection with this EOI and/or agreement is the sole owner of the one-man business.
- 9.4** Failure to comply with this clause may result in rejection of the EOI response.

10 UNDERTAKING BY ELIDZ

In responding to this EOI, the East London IDZ encourages all EOI Respondents to put their best effort into the construction and development of the proposal \ submission.

The EOI process will include due governance and the results of the adjudication process will be available to Respondents who are not successful under certain conditions. This will be allowed at the sole discretion of the East London IDZ.

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EOI for the Participation in the East London IDZ SOC LTD ICT Services Reseller Program

Section 3: ELIDZ'S EOI INFORMATION

1 REQUIREMENTS FOR EOI

Respondents expressing an interest to participate in this EOI stage must qualify in terms of the minimum predetermined requirements and have the capability to supply / provide the full range of Products / Services, as set out below:

Minimum Eligibility Criteria are as follows:

- (i) Functionality Evaluation 70%;
- (ii) Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises (QSEs) (SMME).

2 VALUATION METHODOLOGY AND CRITERIA

During this EOI process, the East London IDZ intends utilising the following methodology and criteria in selecting preferred service providers.

NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, the East London IDZ reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

2.1 SUMMARY OF PROPOSED EOI EVALUATION THRESHOLD AND WEIGHTINGS

EVALUATION CRITERIA	WEIGHTED SCORE
Technical / Functionality	100

TOTAL SCORE:	100
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3. Selection Process

If the tenderers score equal total points in functionality, the entrance to database will be based on the highest BBBEE level. Should the tenderers have equal BBBEE levels, the entrance to database will then be decided by drawing of lots. This procedure will be executed on the last entrance to the database.

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2.2 FUNCTIONALITY EVALUATION MATRIX

Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
Local Operational Office	Local Operational Office	20	20	Proof of a local office in BCMM Area provided
			15	Proof of a local office in Eastern Cape Province provided
			5	Proof of a local office in RSA provided
			0	No local office in RSA that is operation
Technical Resources	Technical Human Resources Skills Competency	30	30	Three or more resources with CISCO, HP, VEEAM expertise and qualifications. CVs for all resources attached.
			20	Two resources with CISCO, HP, VEEAM expertise and qualifications. CVs for all resources attached.
			10	One resource with CISCO, HP, VEEAM expertise and qualifications. CV of the resource attached.
			0	No resource information provided
Service Providers Expertise and Resources	Sales, Project Management and Marketing Human Resources Skills Competency with Company Experience	50	50	Company is providing or has provided similar ICT Services clients (public/private) in the past five (5) years. Five reference letters provided.
			40	Company is providing or has provided similar ICT Services clients (public/private) in the past five (5) years. Four reference letters provided.

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Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
			30	Company is providing or has provided similar ICT Services clients (public/private) in the past five (5) years. Three reference letters provided.
			20	Company is providing or has provided similar ICT Services clients (public/private) in the past five (5) years. Two reference letters provided.
			10	Company is providing or has provided similar ICT Services clients (public/private) in the past five (5) years. One reference letter provided.
			0	No reference letter provided

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

2.3 FINANCIAL REQUIREMENTS FOR FUTURE AWARD OF BUSINESS

Opportunities or services relating to the East London IDZ's ICT service offerings will be awarded based on contracts awarded by a Third Party to the Reseller.

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Section 4: EXPRESSION OF INTEREST (EOI)

I/We _____

—

[name of company, close corporation or partnership]

of [full address] _____

—

carrying on business under style or title of [trading as]

—

represented

by _____

in my capacity as

being duly authorised, hereby lodge an **Expression of Interest** in the participation in the East London IDZ's ICT Services Reseller Program over a period of **Five [5] years**, as follows:

ADDRESS FOR NOTICES

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: _____

Facsimile: _____

Address: _____

NAME(s) AND ADDRESS / ADDRESSES OF DIRECTOR(s) OR MEMBER(s)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the EOI is submitted.

(i) Registration number of company / C.C.

.....

(ii) Registered name of company / C.C.

.....

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(iii) Full name(s) of director/member(s): Address/Addresses: ID Number/s:

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CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to the East London IDZ’s business, written approval to divulge such information must be obtained from the East London IDZ.

RETURNABLE DOCUMENTS

a) Respondents must submit with their responses to this EOI, **as a minimum requirement**, all the returnable documents indicated below with a [✓]. All Sections must be signed and dated by the Respondent.

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 4: Expression of Interest	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
JV Participation Documentation (If applicable)	
CSD Registration Certificate	

b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Essential Returnable Documents required for evaluation purposes:

Failure to provide all essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
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 indicated nature of business in ICT space	
Valid Proof of Office Location	
Skills Summary including certificate/s and Curriculum Vitae/s including CISCO, HP, VEEAM expertise and qualifications.	
Three (3) Completed Reference Letters	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance or SARS PIN etc.)	
CSD Registration Certificate not older than 10 days from tender closing	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this EOI. Should the Respondent be awarded the contract [**the Agreement**] and fail to present the East London IDZ with such renewals as and when they become

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due, the East London IDZ shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which the East London IDZ may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____
20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION A: Draft Service Level Agreement

EOI FOR THE PARTICIPATION IN THE EAST LONDON IDZ SOC LTD ICT SERVICES
RESELLER PROGRAM

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____

WITNESS 1: _____

WITNESS 2: _____



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

EOI FOR THE PARTICIPATION IN THE EAST LONDON IDZ SOC LTD ICT SERVICES
RESELLER PROGRAM

INDEX

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ **WITNESS 1:** _____ **WITNESS 2:** _____

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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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

the CLIENT.

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

2. DEFINITIONS AND INTERPRETATION

- 2.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

- 2.2. In this Agreement, unless a contrary intention clearly appears any expression which denotes

- 2.2.1. one gender includes the other gender
- 2.2.2. the singular includes the plural and vice versa, and
- 2.2.3. natural persons includes juristic persons and vice versa.

- 2.3. In this Agreement, unless the context indicates otherwise the following words and expressions will have the meaning assigned to them in this clause:

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

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

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

IF THERE IS AN OPEN TENDER PROCESS

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

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

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 1 November 2025 for the commencement of the services and accordingly the services shall be completed by 31 October 2028.

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

8.1. Quality standards

- 8.1.1. The SERVICE PROVIDER acknowledges that the CLIENT is committed to the highest standards of performance in the conduct of its affairs, including the observance of ISO 14001 requirements in its environmental management and of OHSAS 18001 in the implementation of Occupational Health and Safety standards.
- 8.1.2. The SERVICE PROVIDER undertakes to perform the services of this Agreement in terms of quality and performance standards expected of a SERVICE PROVIDER as set out in clause 2.3.8 and as set out in **SECTION A** herein and the SERVICE PROVIDER furthermore undertakes not to do anything or to omit to do anything that may, in anyway, compromise the commitment of the CLIENT to its standards.

8.2. Disclosure

- 8.2.1. The SERVICE PROVIDER undertakes to make full disclosure of any and all breaches, shortcomings, errors or defects in materials or performance as soon as they come to the notice of the SERVICE PROVIDER who acknowledges that it will in all events hold itself liable for such breaches, shortcomings, errors or defects in materials or performance including any consequential damages that might flow there from including the disclosure of work or potential work to be received for and by or on behalf of the CLIENT'S competitor.
- 8.2.2. The SERVICE PROVIDER acknowledges that the services provided in terms of this Agreement may fall within the business objectives of the CLIENT and is aware of the implications of this and its exposure to consequential damages.

9. REPORT BACK MEETINGS

- 9.1. Where required by the CLIENT and communicated to the SERVICE PROVIDER in the manner provided for in this Agreement, the SERVICE PROVIDER shall, attend all such reasonable meetings as it may be required to and, there, provide such reports and other documentation as may be reasonably required for the purposes contemplated by this Agreement.
- 9.2. Traveling costs in respect of report back meetings as referred to above shall be agreed to prior to such meetings and shall be paid by the SERVICE PROVIDER and shall be regarded as not budgeted for in terms of the ANNEXURE 2.

10. BY-LAWS AND REGULATIONS

- 10.1. In the performance of its obligations, as provided for by this Agreement, the SERVICE PROVIDER undertakes:
- 10.1.1. to comply and ensure compliance with all local, statutory, governmental and other laws and 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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

11. PAYMENT

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

12. KEY PERSONS

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

- 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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

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 sequestered, 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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

- 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

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

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. 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.

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

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. DOMICILIUM CITANDI ET EXECUTANDI

34.1. The parties choose as their service address (*domicilium citandi et executandi*) for all purposes under

CLIENT: _____

WITNESS 1: _____

WITNESS 2: _____

SERVICE PROVIDER: _____ WITNESS 1: _____ WITNESS 2: _____

SERVICE LEVEL AGREEMENT GOODS/SERVICES/CONSULTANCY – NAME OF COMPANY – DATE**Page 35 of 36**

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 _____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. _____

Respondent’s Signature

Date and Company Stamp