ENVELOPE B – FINANCIAL PROPOSAL

TENDER NO: RFP–STP–26-01

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE APPOINTMENT FOR ANALYSIS OF POTABLE AND WASTEWATER IN SUPPORT OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE CONSULTING AND ANALYTICAL LABORATORY FOR A PERIOD OF THREE YEARS

START DATE: 13 November 2026

CLOSING DATE: 07 December 2026

NAME OF TENDERER: _____

TENDERER'S ADDRESS: _____

_____

_____

_____

TENDER PROPOSAL PRICE SCHEDULE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

FOR THE APPOINTMENT FOR THE ANALYSIS OF POTABLE AND WASTEWATER IN SUPPORT OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE CAS LABARATORY FOR A PERIOD OF THREE YEARS

TENDER NO: RFP-STP-26-01

EAST LONDON IDZ **HEAD OFFICE BUILDING** **LOWER CHESTER ROAD** **SUNNYRIDGE** **EAST LONDON** **5201** Contact Name: A. Mzantsi Telephone: 043 702 8200	

Name of Tenderer:

……..……

Total Price inclusive of Value Added Tax:

R……..

Amount in

Words..……..……

……..……
…

Signature ……

All tender documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time of 12h00, 07 December 2026

NO LATE SUBMISSIONS WILL BE CONSIDERED

Should the price in figures not agree with the price in words the EL IDZ will only consider the price in words as valid. Should this Price Schedule be submitted Non signed and Non written price and unsigned, it will result in the disqualification of the tender.

SUPPORTING PRICE SCHEDULE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

Please note that if the Grand Total Price in Supporting Price Schedule is not the same as the one in the Tender Proposal Price Schedule, only the amount that is written in words in the Tender Proposal Price Schedule will be considered

1.1 Analysis Required for Potable water

Parameter	**Units of measure**	**Price per analyte**	**Quantities**	**Estimated Price Escalations for the next 3 years**		
				Year 1	Year 2	Year 3
SPECIFICATIONS						
Colour	mg/L Pt/Co		50			
Total Dissolved Solids	mg / L		50			
Hardness (Total)	mg/L		50			
Chemical Demand-Macro Elements						
Calcium as Ca	mg / L		100			
Chloride as Cl^-	mg / L		50			
Fluoride as F^-	mg / L		50			
Magnesium as Mg	mg / L		100			
Ammonia as N	mg/L		50			
Nitrate & Nitrite as N	mg / L		50			
Nitrate as N	mg / L		50			
Nitrite as N	mg / L		50			
Potassium as K	mg / L		100			
Sodium as Na	mg / L		100			
Sulphate as SO_4^{2-}	mg / L		50			
Zinc as Zn	mg / L		100			
Micro Elements						
Aluminium as Al	µg /L		100			
Antimony as Sb	µg /L		100			
Arsenic as As	µg /L		100			
Barium as Ba	µg /L		100			
Cadmium as Cd	µg /L		100			
Total Chromium as Cr also Cr^{-6}	µg /L		100			
Cobalt as Co	µg /L		100			
Copper as Cu	µg /L		100			
Cyanide as CN^-	µg /L		100			
Iron as Fe	µg /L		100			
Lead as Pb	µg /L		100			
Manganese as Mn	µg /L		100			
Mercury as Hg	µg /L		100			

Nickel as Ni	µg /L		100			
Selenium as Se	µg /L		100			
Uranium as U	µg /L		100			
Dissolved Organic Carbon as C	mg / L		100			
Total Organic Carbon	µg /L		100			
Phenols as C_6H_5OH	µg /L		100			
Total Microsystin as LR	µg /L		100			
Trihalomethanes Ratio	µg /L		100			
Total Trihalomethanes Ratio	µg /L		100			
Chloroform $CHCl_3$	µg/L		100			
Bromodichloromethane $CHBrCl_2$	µg/L		100			
Dibromochloromethane $CHBr_2Cl$	µg/L		100			
Bromoform $CHBr_3$	mg/L		100			
			Sub total			
			Vat @15 %			
			Total			
			Grand Total			

1.2 Analysis Required for Wastewater

PARAMETER	**Units of Measure**	**Price (analyte per sample)**	**Quantities**	**Estimated Price Escalations for the next 3 years**		
				Year 1	Year 2	Year 3
Nitrate/Nitrite as Nitrogen	mg/L		50			
Chlorine as Free Chlorine	mg/L		50			
Suspended Solids	mg/L		50			
Orthophosphate as phosphorous	mg/L		50			
Chemical oxygen Demand	mg/L		50			
Fluoride	mg/L		50			
Soap, oil or grease	mg/L		100			
Dissolved Arsenic	mg/L		100			
Dissolved Cadmium	mg/L		100			
Dissolved Chromium (VI)	mg/L		100			
Dissolved Copper	mg/L		100			
Dissolved Cyanide	mg/L		100			
Dissolved Iron	mg/L		100			
Dissolved Lead	mg/L		100			
Dissolved Manganese	mg/L		100			
Mercury and its compounds	mg/L		100			
Dissolved Selenium	mg/L		100			
Dissolved Zinc	mg/L		100			
Boron	mg/L		100			
Sodium Adsorption Ratio	SAR		100			

Sub total			
Vat @15 %			
Total			
Grand Total			

1.3 Specialized Testing Requirements

PARAMETER	**Units of Measure**	**Price (analyte per sample)**	**Quantities**	**Estimated Price Escalations for the next 3 years**		
				Year 1	Year 2	Year 3
TPH	mg/L		100			
Protozoan Parasites: Cryptosporidium ssp. & Giardia spp.	Count/10L		100			
Somatic coliphages	Count/10ml		100			
Benzene	ug/L		50			
Disinfection by-product Bromate as BrO3	mg/L		50			
Disinfection by-product Chlorite as ClO2	mg/L		50			
Disinfection by-product Chlorate as ClO3	mg/L		50			
Atrazine and its chloro-striazine metabolites (cumulative)	ug/L		50			
Dichlorodiphenyltrichloroethane (DDT) and metabolites (cumulative)	ug/L		50			
Geosmin	ng/L		50			
2-Methylisoborneol (MIB)	ng/L		50			
Enterococci	cfu/100ml		50			
True Colour	mg/L Pt/Co		50			
			50			
Sub total						
Vat @15 %						
Total						
Grand Total						

	Amount incl Vat
Total 1,1 Analysis Required for Potable water	
Total 1,2 Analysis Required for Wastewater	
Total 1,3 Specialized Testing Requirements	
Total cost of contract over 3 years	

Please note, quote must be worked as per analyte The Service Provider must at least hold the following:

- **Must have entrenched quality management systems preferably SANAS/ISO 17025**
- **Service provider to not outsource more than 10% of the services.**
- **A sound history and experience doing the same parameter analysis.**
- **Have a maximum of 5 days turnaround time.**
- **technical interpretation of results**
- **Ability to provide emergency analysis when need provides**
- **This Agreement between ELIDZ and the service provider will be awarded based on rates over the three-year period on an as and when required basis.**



Service Level Agreement



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 include 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 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**" refer 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. <u>Commencement dates</u>

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

7.2. <u>Delays</u>

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, of ISO 45001 in the implementation of Occupational Health and Safety standards and of ISO 9001 for Quality Management 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 because of its failure to comply with the provisions of clause 10.1.1, and

10.1.3. to take out any professional indemnity for all professional service provider and key persons for the purposes of rendering the services provided for in terms of this Agreement.

11. PAYMENT

11.1. The CLIENT undertakes to pay the SERVICE PROVIDER the total sum of **R _____ (IN WORDS) including VAT**, as set out in **ANNEXURE 2** for the diligent services rendered

11.2. Payment will only be due and payable once the SERVICE PROVIDER has performed the necessary deliverables set out in **ANNEXURE 1** and has issued the correct invoice**.**

11.3. The SERVICE PROVIDER shall, in respect of the services provided render an original VAT compliant invoice (where applicable), containing sufficient information to enable the CLIENT to determine whether the charges have been debited in accordance with this Agreement and with the agreed price set out in **ANNEXURE 2**, on or before the 25th day of the month.

11.4. All amounts reflected on invoices shall strictly be as per the agreed terms contained in **ANNEXURE 2**.

11.5. The SERVICE PROVIDER shall not be paid for any additional work unless such work has been agreed to before execution thereof in writing and confirmed by way of an addendum to this Agreement and signed by both parties.

11.6. The CLIENT undertakes to make payment of all amounts due within 30 days from receipt of an invoice which complies with the provisions of clause 11.3.

11.7. All invoices are to be submitted for the attention of Accounts delivered to the ELIDZ at the EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER ROAD, SUNNYRIDGE, EAST LONDON or PO BOX 5458, GREENFIELDS, EAST LONDON 5208 or by email to accounts@elidz.co.za or facsimile to 043-702-8255.

11.8. The CLIENT shall not be in breach of clause 11.6 in the event of it failing to pay any invoice submitted that does not comply with any provisions contained under this clause 11.

11.9. In the event that the SERVICE PROVIDER has submitted an invoice in contravention of this clause, the CLIENT shall notify the SERVICE PROVIDER within 5 (five) working days of the non-compliant invoice, together with the reasons, and the SERVICE PROVIDER shall thereafter withdraw the non-compliant invoice and submit a further original VAT compliant invoice.

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

12. KEY PERSONS

12.1. The SERVICE PROVIDER shall, by Agreement with the CLIENT, identify one key person whose contribution is, in the discretion of the CLIENT, critical to the objects contemplated by this Agreement.

12.2. Such Key Persons:

12.2.1. shall, unless it is agreed otherwise, personally attend to all instructions arising out of this

Agreement or shall personally oversee the performance of all instructions and shall accord due priority to the obligations of the SERVICE PROVIDER arising from this Agreement,

12.2.2. shall personally attend all meetings contemplated in terms of this Agreement unless, by Agreement, an alternative person is agreed to;

12.2.3. shall be responsible for the provision of all reports which the CLIENT may reasonably require from time to time; and

12.2.4. shall be responsible for the certification of all works executed in terms of this Agreement.

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

12.4. Key person for the CLIENT is: _____

12.5. Key person for the SERVICE PROVIDER is: _____

13. INTELLECTUAL PROPERTY, COPYRIGHT AND OWNERSHIP OF DOCUMENTS

13.1. It is agreed that the Contract Documentation shall be and shall remain the property of the CLIENT and shall, upon written request addressed to the SERVICE PROVIDER, be delivered over to the CLIENT.

13.2. The SERVICE PROVIDER waives his rights to any claimed hypothec or any other right of retention over the Contract Documentation for any cause whatsoever.

13.3. In the event of the SERVICE PROVIDER claiming that it has any further claim, irrespective the nature of such claim, the SERVICE PROVIDER shall upon written request, deliver over the Contract Documentation to the CLIENT and such claim shall then be dealt with in accordance with the dispute procedure provided for in this Agreement.

13.4. It is agreed that, upon payment by the CLIENT to the SERVICE PROVIDER of such remuneration as it is entitled to in terms of this Agreement, the copyright and the ownership of the Contract Documentation shall vest in the CLIENT.

14. CONFIDENTIALITY

14.1. Subject to the provisions of clause 14.2 hereof, the SERVICE PROVIDER shall keep secret all and any matter disclosed to it in connection with this Agreement and/or contained in the documents relating to the Agreement.

14.2. The aforegoing 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 aforegoing 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. SUPERSESSION

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

29. GOOD FAITH

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

30. SUBCONTRACTING AND CESSION

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

31. INDIRECT AND CONSEQUENTIAL DAMAGES

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

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

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

32. PROTECTION OF RIGHTS

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

33. GOVERNING LAW

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

34. DOMICILIUM CITANDI ET EXECUTANDI

34.1. The parties choose as their service address (*domicilium citandi et executandi*) for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the address set out in hereunder.

34.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

34.3. A party may, by notice to any other party change the physical address and/or telefax number chosen as its domicilium *citandi et executandi* provided that the physical address is one in the Republic of South Africa. The change shall become effective on the 10th business day from the deemed receipt of the notice.

34.4. Unless the contrary is proved, any notice to a party;

34.4.1. delivered by hand to a responsible person during ordinary business hours, shall be deemed

34.4.2. to have been received on the day of delivery; or

sent by telefax, shall be deemed to have been received on the date of dispatch.

34.5. The domicile of the CLIENT is: EAST LONDON INDUSTRIAL DEVELOPMENT ZONE, EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER ROAD, SUNNYRIDGE, EAST LONDON, FAX: 043 702 8251

34.6. The domicile of the SERVICE PROVIDER is: _____ FAX: _____.

35. SIGNATURES

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

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

_____

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

NAME OF DELEGATED AUTHORITY TO SIGN: _____

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

AS WITNESSES:

1. _____ 2. _____

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

_____

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

NAME OF DELEGATED AUTHORITY TO SIGN:_____

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

AS WITNESSES:

1. _____ 2. _____