



Request for Proposal:

**PROVISION FOR SECURITY MANNED
GUARDING AND SECURITY TECHNICAL
SERVICES FOR COEGA SEZ AND NON
SEZ BUSINESS**

Proposal N^o

CDC-SBU-REP-003-26

Classification: Public

July 2026

NAME OF BIDDER: _____

No.	Section	Indicate with a tick (√)
1.	CDC/328/26: Physical Security Manned Guarding	
2.	CDC/329/26: Security Technical Services	



DOCUMENT INFORMATION SHEET

Title of Document : *Provision for Security Manned Guarding and Security Technical Services for Coega SEZ and Non SEZ Business.*

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DOCUMENT CONTROL SHEET

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POLICY NAME : *Provision for Security Manned Guarding and Security Technical Services for Coega SEZ and Non SEZ Business.*

DOCUMENT TITLE : *RFQ - Provision for Security Manned Guarding and Security Technical Services for Coega SEZ and Non SEZ Business.*

DOCUMENT No. : *CDC-OPS-RFP-003-26*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

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Distribution:	CDC
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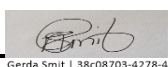
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REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL
PROVISION FOR SECURITY MANNED GUARDING AND SECURITY TECHNICAL
SERVICES FOR COEGA SEZ AND NON SEZ BUSINESS.
CONTRACT NO. CDC/328/26 ET AL

The Coega Development Corporation (CDC) is headquartered in the City of Gqeberha, Nelson Mandela Bay Municipality, South Africa, with a strategic operational footprint in South Africa and beyond the borders on the African continent. The CDC's vision is to be the leading catalyst for the championing of socio-economic development. This it seeks to achieve through the development and operation of the 9 003-hectare Coega Special Economic Zone (SEZ), a transshipment hub and a leading investment destination in Africa, providing highly skilled competence and capacity for the execution of complex infrastructure and related projects throughout South Africa and selected markets on the African continent, and advisory on the development of industrialisation and logistics zones. The CDC's advanced capabilities are successful enablers in sustainable economic zone development and management, real assets management, infrastructure planning and development, technology integration while realising related socio-economic impact areas such as skills and SMME development. The CDC's high-performance ethos is grounded in its commitment to sustainable development, the protection of its people and the planet, and the delivery of infrastructure solutions that support a just social and economic transition to a low-carbon, resource efficient, and climate resilient future. The foundational culture of the CDC's approach, backed by its core values, is innovation and continuous improvement.

The Coega Development Corporation (CDC) was established to stimulate investment and economic growth within the Eastern Cape Province of South Africa. Located within the Nelson Mandela Bay Metropolitan Municipality (NMBM) near Gqeberha, the multi-billion-rand Special Economic Zone (SEZ) is South Africa's premier location for new industrial investment, covering 9,003 hectares of land.

INVITATION AND SCOPE OF WORK

The Coega Development Corporation (CDC) invites suitably qualified and experienced service providers to submit bids for the following security services for a period of three (3) years in respect of the CDC SEZ and Non-SEZ Business: Provision of Security Manned Guarding Services; and Provision of Security Technical Services contract number CDC/328/26 ET AL.

Bidders may choose to bid only for one, or for BOTH CDC/328/26 and CDC/329/26 of the RFP.

Bidders must indicate on the front cover of RFP submission by ticking the appropriate section to which part of the RFP submission that they are bidding for. Should the bidder wish to bid for both CDC/328/26 and CDC/329/26, both sections must be ticked and signed.

Bidders intending to bid for both CDC/328/26 and CDC/329/26 are required to submit one bid submission only. However, the bid must clearly indicate the bidder's intention to bid for both parts and include all the required pricing schedules, technical information, supporting documentation, and any other applicable information to each part of submission to enable the CDC to evaluate each contract independently.

The scope of work entails the following:

CDC requires a 24-hour physical Security Manned Guarding and Security Technical Services for the period of 3 years for the CDC SEZ and non SEZ Business, of which premises is largely situated within the Nelson Mandela Bay Municipality. This will include all CDC satellite offices and CDC sites where CDC has been appointed as the implementing agent.

These services may also include all new and existing CDC business whereby physical Security Manned Guarding Services and Security Technical Services are required, permanently or on ad-hoc basis. The preferred service provider appointed will be expected to undertake general repairs and maintenance to existing security systems as determined by the client

The scope of work entails the following non exhaustive list of sites for the Provision of Security Manned Guarding Services. Table 1 below is a list of sites where the bidders are expected to provide Security Technical Services as listed under CDC/329/26.

Table 1: CDC Sites Within SEZ and non SEZ Business

DESCRIPTION OF SITES		PROVINCE	RISK LEVEL
COEGA SEZ			
1.	CDC Business Center (HQ)	Eastern Cape, Gqeberha	Medium
2.	Business Process Outsourcing (BPO)	Eastern Cape, Gqeberha	Medium
3.	Human Capital Solutions (HCS)	Eastern Cape, Gqeberha	Medium
4.	Vulindlela Accommodation and Conference Center (VACC)	Eastern Cape, Gqeberha	High
5.	SEZ Zones (Zone 1-15)	Eastern Cape, Gqeberha	Medium - High
6.	SEZ Zone Customs and Logistics	Eastern Cape, Gqeberha	Medium - High
NON SEZ BUSINESS			
7.	Bluewater Bay Sunrise Hotel (BWBSH)	Eastern Cape, Gqeberha	Medium

8.	Nelson Mandela Bay Logistic Park (MNBLP)	Eastern Cape, Uitenhage	Medium - High
9.	Wild Coast SEZ	Eastern Cape, Umthatha	Medium - High
10.	Coega Satellite offices (Pretoria, Durban, Mthatha, East London, Capetown)	Various	Medium
11.	All CDC Business and Projects (New and existing)	Various locations	Medium - High

CDC/329/26: Security Technical Services

Below is a non-exhaustive list of security technical services that is required.

- a) Video Management Software
- b) Cameras and analytics camera technology
- c) Cisco Network
- d) Access Control Systems
- e) Electronic Access Control Systems (EACS)
- f) Building / Perimeter Intrusion detective systems (BIDS/ PIDS)
- g) Artificial intelligence
- h) Drone technology
- i) Electrical fencing
- j) Logistic tagging and tracking
- k) Geographical Interfaced Software (GIS)
- l) Fire and gas suppressions systems
- m) Command and Control Centre/ Build environment service/ electrical/ HVAC
- n) Backup systems/ UPS/Redundancy and resilience.

TENDER CONDITIONS

- a) The CDC's Procurement Policy and Procedures shall apply.
- b) The following shall apply:
 - (i) Public Finance Management Act (PFMA);
 - (ii) National Treasury Regulations;
 - (iii) National Environmental Management Act (107 of 1998);
 - (iv) Preferential Procurement Policy Framework Act, 2000;
 - (v) Preferential Procurement Regulations, 2022;
 - (vi) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - (vii) Compensation for Occupational injuries and disease Act (130 of 1993);
 - (viii) The National Archives and Records Service of South Africa Act (Act No. 43 of 16);
 - (ix) B-BBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013);
 - (x) Disaster Management Act (57 of 2002);

- (xi) Broad Base Black Economic Empowerment – BBBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013);
 - (xii) Criminal Procedure Act (51 of 1977);
 - (xiii) National Key Points Act, 1980 (Act No 102 of 1980);
 - (xiv) Firearm control Act, 2000 (Act No 60 of 2000);
 - (xv) Private Security Industry Regulations Act, 2001 (Act No 56 of 2001);
 - (xvi) Protection of Personal Information Act, (Act No 4 of 2013);
 - (xvii) Any other applicable legislation.
- c) The 90/10 preference point system will apply, where:
Price - 90,00
Specific Goals - 10,00
- d) An Entity that is part of the JV / Consortium is not permitted to form part of more than one bid submission in terms of the Competition Act 1996.
- e) Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS.
- f) Should the VAT rate change between the period of Advertisement and Closing of Tender, the VAT will be adjusted accordingly.
- g) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0...
- h) CDC will only award the tender to a bidder who is tax compliant. The tax compliance status of the bidders (and all the members in the Bidding Team in the case of Consortia or Joint Ventures) will be verified through CSD and South African Revenue Services (SARS) website.
- i) All Generic entities are to submit a valid SANAS Accredited B-BBEE Verification Certificate with the full applicable B-BBEE elements. Qualifying Small Enterprises (QSEs) with less than 51% black shareholding must submit a valid SANAS Accredited B-BBEE Verification Certificate with the full applicable B-BBEE elements. QSEs with more than 51% black shareholding and all Exempted Micro Enterprises are to submit a sworn affidavit stamped and signed by the Commissioner of Oaths as per the DTI B-BBEE template. In case of a JV, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of their entities to confirm the type of enterprise. The JV certificate must be prepared and issued for this specific project.
- j) Bidders and all its Consortium/JV members if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.

- k) In case of JV's/Consortia, the Bidder must include the JV agreement or an Intent to Enter into a JV/Consortium Agreement. The actual copy of the JV/Consortium Agreement would be required when contract is concluded with the successful bidder.
- l) In case of a JV award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licenced Insurer specified as the J/V entity for a specific duration.
- m) The CDC will not award more than five (5) active projects to one bidder, unless one project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded five contracts.
- n) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993); National Environmental Management Act, Act (107 of 1998) and Disaster Management Act, Act (57 of 2002) and, all relevant legislations throughout the duration of the contract. Upon appointment of the successful bidder, the service provider will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance to the CDC Norms and Standards.
- o) Public servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are Directors. Verification will be done, and bidders will be disqualified should they be found to be in contravention with the regulations.
- p) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the RFP Document to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realised. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.
- q) Incomplete RFP Document will result in the submissions being deemed null and void and shall be considered non-responsive.
- r) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this RFP and signs the submission as a correct and sound documentation that the CDC could put its reliance on.
- s) In case of a JV / Consortium, one member of the JV/Consortium may attend the Briefing Meeting.
- t) Bidders must complete and sign the POPI Act consent form. In case of Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed.
- u) The tender validity period for this project is **sixteen (16) weeks** from closing date.
- v) Bidders will be evaluated on functionality and are expected to meet the minimum of 70 points threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the RFP document.

- w) The successful bidder will be encouraged to sub-contract/partner with entities from previously disadvantaged groups (black, female and/or with disability) and/or local (within NMBM) black-owned companies (with a turnover of less than R50mil), where scope and credentials permit.
- x) The CDC currently utilises an electronic reporting system to capture security incidents and provide tracking / analysis of security incidents. The successful bidder is required to use the same and or provide their own. Should the bidder opt to utilise the current CDC electronic system, the bidder must provide security personnel to be trained on how to use the system and should the bidder opt to bring their own system, they must have security personnel capable and trained to utilise this system.
- y) The successful bidder shall not replace or substitute any assigned resource without the Client's prior written approval. Where a resource substitution is approved, the replacement resource shall possess qualifications, skills, and relevant experience that are equivalent to or greater than those of the resource being replaced. The Bidder shall provide sufficient evidence of the replacement resource's suitability upon request and shall ensure that such substitution does not adversely affect the quality, continuity, or timely delivery of the Services
- z) The successful bidder must have a fully functional office in the Gqeberha as the majority of security services are based in Gqeberha. Bidders outside the Gqeberha will be given ninety (90) days to establish a fully functional office at their own cost.
- aa) Bidders must be PSIRA registered and must provide proof of compliance with the Private Security Industry Regulation Act of 2001 Security Officers will be required to always wear their PSIRA identification cards when on duty
- bb) The successful bidder will be subjected to security screening and must provide the following;
 - (i) A criminal record clearance of all security officers to be posted on identified sites within 30 days of appointment thereafter periodically every 12 months;
 - (ii) Submit Contingency Plan and Crisis Management plan for security manpower deployment within 30 days.
- cc) Bidders must prove that they comply with relevant labour Legislation:
 - (i) Compensation fund letter of good standing;
 - (ii) Letter of Good Standing from Private Security Industry Provident Fund;
- dd) The appointed Service Provider will be required to conduct verification of all staff and Directors' criminal records annually;
- ee) Bidders must price for the annual tender offer, within the stipulated PSIRA rates considering their overheads, profit margins, all other associated costs to manage contract and factor such for year 1, 2 and year 3. CDC will adjust the annual percentage change as per annual PSIRA increase following the negotiations with the appointed bidders and align to bargaining Council determination, the quantities on the Pricing Schedule (BOQ) are indicative price and may vary depending on the demand for services by the CDC and its clients over the period of term, the rates are fixed and firm excluding annual PSIRA increase, but the overall central value may vary based on the demand on quantities require;

- ff) The successful bidders must provide proof of liability insurance, from an Insurance Company or Broker to the value of R20 million Rands and above. This applies to both CDC/328/26 and CDC/329/26.
- gg) Bidders on the CDC/329/26: Technical Security Services are required to provide certified security systems technicians as well as have enlisted, partners or resellers for the following:
- a) Video Management Software
 - b) Cameras and analytics camera technology
 - c) Cisco Network
 - d) Access Control Systems
 - e) Electronic Access Control Systems (EACS)
 - f) Building / Perimeter Intrusion detective systems (BIDS/ PIDS)
 - g) Artificial intelligence
 - h) Drone technology
 - i) Electrical fencing
 - j) Logistic tagging and tracking
 - k) Geographical Interfaced Software (GIS)
 - l) Fire and gas suppressions systems
 - m) Command and Control Centre/ Build environment service/ electrical/ HVAC
 - n) Backup systems/ UPS/Redundancy and resilience.

The RFP documents for this Tender Process can be downloaded free of charge from the CDC Website: www.coega.co.za or National Treasury e-tender portal publication from **12h00** on **Friday, 10th July 2026**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

Queries relating to the RFP may be addressed to Ms. Zine Mtanda, Unit Head: Supply Chain Management e-mail: tenderscdc32826@coega.co.za between the period of **10 July to 27 July 2026**. No new queries received after **10 August 2026** will be considered.

A Mandatory Briefing Meeting in person will be held on **Friday, 17 July 2026 at 10h00** at the Business Processing Office Park (BPO) Auditorium at 136 Tutu street, Coega SEZ, Discovery Building, Port Elizabeth, 6001 (-33.788977, 25.618696). Briefing notes will be shared with potential bidders who downloaded the tender documentation, provided their correct email addresses, and will be posted on the website.

The closing date and time for the receipt of complete bid documents is **12h00, Monday, 17 August 2026**. **One original completed bid document** shall be placed in a sealed envelope clearly marked: **“CDC/328/26 ET AL –**

Original submission of the completed bid document shall be placed in a sealed envelope clearly marked: “CDC/328/26 ET AL – PROVISION FOR SECURITY MANNED GUARDING AND SECURITY TECHNICAL SERVICES FOR COEGA SEZ AND NON SEZ BUSINESS

Bids are to be lodged at the Document Control office at CDC main office Coega Business Centre, Cnr Alcyon Rd and Zibuko Street, Zone 1, Coega SEZ, Gqeberha and the lodging register must be completed by the person dropping the tender document. Bidders using courier services are to ensure that the person dropping the tender document registers the correct bidding entity name.

Bids will not be opened in public. **No late submissions will be considered.**

Bidders must ensure that all bid documents are submitted in a secure, sealed, tamper-proof envelope or container. The submission must be secure against any form of tampering, alteration, removal, or insertion of documents. Any bid submission received in packaging that appears to be torn, unsealed, loose papers or otherwise compromising the integrity of the contents may be deemed non-responsive and disqualified at the discretion of the CDC.

Telegraphic, telexed, tippexed, facsimiled or e-mail submissions will not be accepted.

No telephonic or any other form of communication relating to this Bid with any other CDC member of staff, CDC Agent, Client, or any other role players will be permitted. All enquiries regarding this tender must be in writing only, and must be directed to:

Ms Zine Mtanda, Unit Head: Supply Chain Management; e-mail: tenderscdc32826@coega.co.za

There shall be no disclosure, other than to the Clients legal and technical advisors of the tender amounts, method of work, terms, conditions, etc., to any other service tenderer nor to any parties who have not submitted tender documents. The CDC reserves the right not to accept the lowest proposal in part or in whole

1. BACKGROUND AND INTRODUCTION

Coega Development Corporation Pty (Ltd) (CDC) is a State-Owned Entity and amongst other things manages the Coega Special Economic Zone (SEZ), which is a multi-billion-rand Industrial Development initiative consisting of purpose-built bulk infrastructure. The CDC's vision is to be the leading catalyst for the championing of socio-economic development. This it seeks to achieve through the development and operation of the 9 003-hectare Coega Special Economic Zone (SEZ), the Vulindlela Accommodation and Conference centre, the Nelson Mandela Bay Logistic Park, as well as the Bluewater Bay Sunrise Hotel.

The SEZ is situated 20 kms northeast of Gqeberha and covers approximately 9003 hectares of boundary which 6 500 hectares forms the planned Core Development Area (CDA). CDC Security manages the common areas of the SEZ with investors looking after their own facilities. The initiative aims to create competitive international investment opportunities positioning South Africa as a platform for global export manufacturing through foreign and local investments.

The CDC seeks to invite the interested and capable security service providers (The Provision for Security Manned Guarding and Security Technical Services for the period of 3 years for the CDC SEZ and non SEZ Business) to respond to this Request for Proposals (RFP). This request is for experienced service providers to provide a diverse range of physical security services and technical services for the CDC and all CDC business including Ad-hoc guarding for a period of three (3) years.

The BOQ provided as part of the RFP for either CDC/328/26: Physical Security Manned Guarding and CDC/329/26: Security Technical Services is an indicative pricing schedule utilised by the CDC to enable a fair comparison of prices for the purpose of evaluation and thus scope may vary. Items listed in BOQ for CDC/329/26: Security Technical Services may vary based on business risks and needs.

2. SCOPE OF WORKS

The CDC invites suitably qualified and experienced service providers to submit bids for the following security services for a period of three (3) years in respect of the CDC SEZ and Non-SEZ Business: Provision of Security Manned Guarding Services; and Provision of Security Technical Services contract number CDC/328/26 ET AL.

Bidders intending to bid for both CDC/328/26: Physical Security Manned Guarding and CDC/329/26: Security Technical Services of the RFP are required to submit one bid submission only.

However, the bid must clearly indicate the bidder's intention to bid for both parts and include all the required pricing schedules, technical information, supporting documentation, and any other applicable information to each part of submission to enable the CDC to evaluate each contract independently. Bidder may also choose to bid only for CDC/328/26: Physical Security Manned Guarding and CDC/329/26: Security Technical Services only of the RFP submission.

Bidders must indicate on the front cover of RFP submission by ticking the appropriate section to which part of the RFP submission that they are bidding for. Should the Bidders bid for both CDC/328/26: Physical Security Manned Guarding and CDC/329/26: Security Technical Services, both sections must be ticked and signed.

The scope of work entails the following:

Coega Development Corporation (CDC) requires a 24-hour physical Security Manned Guarding and Security Technical Services for the period of 3 years for the CDC SEZ and non SEZ Business, of which premises is largely situated within the Nelson Mandela Bay Municipality. This will include all CDC satellite offices and CDC sites where CDC has been appointed as the implementing agent. These services will also include all new and existing CDC business whereby physical Security Manned Guarding Services and Security Technical Services are required, permanently or on ad-hoc basis. The preferred service provider appointed will be expected to undertake general repairs and maintenance to existing security systems as determined by the client

CDC/328/26: Physical Security Manned Guarding

The scope of work entails the following non exhaustive list of sites for the Provision of Security Manned Guarding Services. Table 1 below is a list of sites where the bidders are expected to provide Security Technical Services as listed under CDC/329/26

Table 1: CDC Sites within SEZ and non SEZ Business CDC/328/26: Physical Security Manned Guarding and CDC/329/26: Security Technical Services

DESCRIPTION OF SITES		PROVINCE	RISK LEVEL
COEGA SEZ			
1.	CDC Business Center (HQ)	Eastern Cape, Gqeberha	Medium
2.	Business Process Outsourcing (BPO)	Eastern Cape, Gqeberha	Medium
3.	Human Capital Solutions (HCS)	Eastern Cape, Gqeberha	Medium
4.	Vulindlela Accommodation and Conference Center (VACC)	Eastern Cape, Gqeberha	High

5.	SEZ Zones (Zone 1-15)	Eastern Cape, Gqeberha	Medium - High
6.	SEZ Zone Customs and Logistics	Eastern Cape, Gqeberha	Medium - High
NON SEZ BUSINESS			
7.	Bluewater Bay Sunrise Hotel (BWBSH)	Eastern Cape, Gqeberha	Medium
8.	Nelson Mandela Bay Logistic Park (MNBLP)	Eastern Cape, Uitenhage	Medium - High
9.	Wild Coast SEZ	Eastern Cape, Umthatha	Medium - High
10.	Coega Satellite offices (Pretoria, Durban, Mthatha, East London, Capetown)	Various	Medium
11.	All CDC Business and Projects (New and existing)	Various locations	Medium - High

CDC/329/26: Security Technical Services

Below is a non-exhaustive list of security technical services that is required.

- a) Video Management Software
- b) Cameras and analytics camera technology
- c) Cisco Network
- d) Access Control Systems
- e) Electronic Access Control Systems (EACS)
- f) Building / Perimeter Intrusion detective systems (BIDS/ PIDS)
- g) Artificial intelligence
- h) Drone technology
- i) Electrical fencing
- j) Logistic tagging and tracking
- k) Geographical Interfaced Software (GIS)
- l) Fire and gas suppressions systems
- m) Command and Control Centre/ Build environment service/ electrical/ HVAC
- n) Backup systems/ UPS/Redundancy and resilience.

3. BID EVALUATION PROCESS

All bids received by the CDC before the closing time will be evaluated on:

- i. Responsiveness Assessment
- ii. Functionality Assessment
- iii. Quantitative Assessment
- iv. Qualitative Assessment

All the bids must reach the CDC before the stated date and time of closure of this tender process. Bids must be submitted in a sealed envelope clearly marked and bid document securely packed and

placed in the CDC tender box. Any late submission will be returned unopened to the respective bidder.

Stage 1 - Responsiveness Assessment

Bidders are required to comply with all the mandatory requirements and failure to comply and complete any of the mandatory requirements will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore they will not be considered.

Table 2: Compliance Administrative requirements

ITEM NO.	DESCRIPTION
1	Completed and signed Invitation to Bid (SBD 1) . In the case of a Joint Venture/Consortium, each entity MUST provide the CSD number in the SBD 1 form.
2	Completed and signed Bidder’s Disclosure Form (SBD 4) . In case of a Joint Venture/Consortium, a SEPARATE SBD 4 form in respect of each party to the JV MUST be completed and submitted.
3	Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.
4	Completed and Signed Certificate of Authority of Signatory to be signed by ALL BIDDING organisations or entities. In case of a Joint Venture/Consortium, the Authority of Lead Partner to sign JV/Consortium documents MUST also be provided and signed by all parties in the JV/Consortium. Proof of authority to sign may be submitted in the form of a company resolution per bidding entity.

Table 3: Mandatory Requirements to be submitted for both CDC/328:26: Physical Security Manned Guarding Services and CDC/329/26: Security Technical Services.

ITEM NO.	DESCRIPTION
1	Signed Attendance Register at the mandatory briefing meeting. It must be completed in the name of the bidding entity. One person cannot represent more than one company. Failure to attend the compulsory briefing meeting <u>will</u> lead to the Bidder’s elimination and the submission <u>will not</u> be evaluated further.
2	Fully completed and Signed Form of Offer.
3	A Signed letter of intent to enter into a Joint Venture/Consortium. To be signed by all parties to the Joint Venture/ Consortium (Where applicable).
4	Proof of valid PSIRA letter of valid Good Standing.

ITEM NO.	DESCRIPTION
	CDC will verify the letter online and if found not to be in Good Standing, the Bidder will be given 7 days to rectify and failure to do so will lead to being declared non responsive.
5	<p>Bidders must submit valid PSIRA certificates for all their Directors</p> <p>CDC will verify the certificates online and if not found, the Bidder will be declared non responsive and if found to be expired the Bidder will be given 7 days to rectify and failure to do so will lead to being declared non responsive. Bidders must complete Annexure A attached</p>
6	Bidders must provide proof of minimum of 10 (ten) valid 9 MM firearm licenses registered on entity name, kindly note not transferable, requirement only for CDC/328/26.
7	Bidders must provide a minimum of 10 (ten) certificates of trained security personnel within the past 12 months on the online intelligence certification and or any physical security information management system, requirement only for CDC/328/26.
8	<p>Proof of ownership or lease of the eight (8) required vehicles and 3 golf carts as per the list below. The Bidders are to provide proof of ownership or ability to procure or lease of required vehicles, in the high security environment, that is a Special Economic Zone (SEZ), Industrial Development Zone (IDZ), Industrial Park, Government buildings and or National Key Point premises (NKP) Etc.</p> <p>For proof of ownership the CDC will only accept the eNatis Certificate of registration ((RC1)</p> <p>Ability to procure: Proof of funds available in a form of a letter of credit approval from a Financial Institution registered with NCR Lease / rental agreement signed by both parties stating the list of vehicles to be leased or a letter of intent thereof.</p> <p>Vehicles</p> <p>2x Technical Vehicle (4X2, single cab with canopy 2,8 litre engine capacity) 4x Vehicles light Motor (1,0 Litre engine Capacity and above), for Supervisory 1x Vehicle Staff bus 22-seater for Deployment 3x Tactical armed response vehicles fully kitted (4x4 double cab 2.8 or 3.0 Litre Diesel) 3x Golf Carts (2-seater)</p>

Note - Failure of bidders to meet all the above mandatory requirements will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered for further evaluation.

Table 4: Additional requirements

NO.	DESCRIPTION
1	Bidders with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). Bidders with more that 51% black shareholding (EMEs & QSEs) are to submit a sworn affidavit stamped and signed by the Commissioner of Oaths as per the DTI B-BBEE template. In case of a JV, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of their entities to confirm the type of enterprise and ensure that the JV certificate must be prepared and issued for this specific project.
2	Bidders must provide information in respect of their Company Profile/s
3	Curriculum Vitae (CVs) of Key Personnel i.e. Contract Manager, Technical Manager and Criminal Investigator- Analyst, of whom will commence as part of this contract.
4	Bidders must submit a completed and signed POPIA consent form.
5	Bidders must complete and sign Protection of Personal Information: Consent Form
6	Bidders must provide information in respect of their Company Profile/s

Stage 2 – Functionality Scoring

For Functionality Scoring, bidders must achieve a minimum threshold of **70 points** in order to be considered for next stage evaluation. Functionality criteria will be applied in accordance with the provisions attached to this Procurement Plan, as follows:

Table 4: Functionality Criteria Score

Table 5: Indicators for the Scoring of Functionality Criteria

FUNCTIONALITY CRITERIA FOR CDC/328/26 - PHYSICAL SECURITY MANNED GUARDING

Table A1: Functionality Criteria

No.	Functionality Criteria	Description	Weighting	Requirements
1	Demonstrate company experience / past performance	Demonstrate experience / past performance	25	This criterion covers the knowledge and experience of the entity. Bidders are to provide details on contracts that have been completed including reference letters from current or previous contracts completed within a similar high security environment not older than five (5) years, that is a Special Economic Zone (SEZ), Industrial Development Zone (IDZ), Industrial Park, Government buildings and or National Key Point premises (NKP) etc. (See table 6 below for further information on points allocation.)
2	Demonstrated capacity and capability to provide security resources within the security environment	Human resources capacity and capability	10	The Bidders are to provide proof of physical security services in the form of Human resources capability, in the high security environment, that is a Special Economic Zone (SEZ), Industrial Development Zone (IDZ), Industrial Park, Government buildings and or National Key Point premises (NKP), etc. Bidders to submit a letter of appointment or reference letter stating clearly how many officers are / were required
		Availability of fund / capital	10	The Bidders are to provide proof of availability of funds / capital, in the high security environment, that is a Special Economic Zone (SEZ), Industrial Development Zone (IDZ), Industrial Park, Government buildings and or National Key Point premises (NKP), etc.

No.	Functionality Criteria	Description	Weighting	Requirements
				<p>The CDC will accept the following document:</p> <p>Stamped letter from the Financial Institution indicating amount available</p> <p>Letter of loan approval from a Financial Institution indicating amount</p>
3	<p>Qualifications and Competency of the Key Personnel:</p> <p>Experience of all personnel that will be available to manage the contract, relevant field of expertise will be considered (appointment will be finalised by the CDC Security Management).</p>	<p>Contract Manager – Certificate (NQF5) Diploma (NQF6) Degree (NQF7), within the relevant field of expertise of security/ Law</p>	10	<p>This criterion covers the relevant qualification and competency of Contract Manager as the lead/key personnel, as nominated on similar high security environment. Each individual that has been nominated and assigned to this contract to supply a comprehensive CV and a certified copy of their qualification.</p>
		<p>Technical Manager – Certificate (NQF5) Diploma (NQF6) Degree (NQF7)</p>	10	<p>This criterion covers the relevant qualification and competency of Technical Manager as the lead/key personnel, as nominated on similar high security environment. Each individual that has been nominated and assigned to this contract to supply a comprehensive CV and a certified copy of their qualifications.</p>
		<p>Criminal Investigator Analyst - Certificate (NQF5) Diploma (NQF6) Degree (NQF7)</p>	5	<p>This criterion covers the relevant qualification and competency of Criminal Investigator Analyst as the lead/key personnel, as nominated on similar high security environment. Each individual that has been nominated and assigned to this contract to supply a comprehensive CV and a certified copy of their qualifications.</p>
4	<p>Locally based service providers</p> <p>Gqeberha and (surrounding regions)</p>	<p>Must provide proof of office operations</p>	30	<p>Locally-based service providers to submit proof of operational office establishment as the evidence to demonstrate locality in the form of a Title Deed in the name of the bidder, Municipal Invoice in the name of the bidder.</p> <p>The CDC will accept the following documents as proof of office establishment:</p> <p>Title Deed in the name of the Bidder, a Valid signed</p>



No.	Functionality Criteria	Description	Weighting	Requirements
				<ul style="list-style-type: none"> • Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible) • A Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing • Clearance Certificate in the name of the Bidder. • Failure to submit sufficient proof of bidders operating address will result in no score being assigned to this functionality item. <p>Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.</p> <p>Note: CDC reserves the right to conduct site visits</p>
Total			100	

INDICATORS FOR THE SCORING OF FUNCTIONALITY CRITERIA CDC/328/26 – PHYSICAL SECURITY MANNED GUARDING

Table A2: Indicators for the Scoring of Functionality Criteria

Item No	Functionality Criteria	Sub Criteria	Evaluation Indicators				
			No information (0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
1	Demonstrate relevant company experience / past performance in security technical services	Proof of similar work experience in high security environment in the past five years.	Failed to provide information	Proof of similar work experience in high security environment in the past five years. Less than three (3) reference relevant letters/ performance reports provided	Proof of similar work experience in high security environment in the past five years. More than (3) and less than four (4) relevant reference letters / performance reports provided	Proof of similar work experience in high security environment in the past five years. More than five (5) and less than seven (7) reference letters/ performance reports provided	Proof of similar work experience in high security environment in the past five years. Seven (7) or more relevant reference letters/ performance reports provided.
2	Qualifications and Competency of the Key Personnel:	Project Manager	Failed to provide information	Proof of related qualification, Technical (N6)	Proof of related qualification, Certificate (NQF 5)	Proof of related qualification, National Diploma (NQF 6)	Proof of related qualification. (NQF7)

Item No	Functionality Criteria	Sub Criteria	Evaluation Indicators				
			No information (0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
3	Locally-based service providers	Proof of address, lease agreement, municipal rates etc	No response.	Situated outside Eastern Cape Province.	Situated within Eastern Cape Province.	Situated within in region of Sarah Baartman District Municipality	Situated within Gqeberha, Nelson Mandela Metro

Note - Failure of bidders to reach a minimum score of 70 points the bidder will not be considered for further evaluation

FUNCTIONALITY CRITERIA FOR CDC/329/26 – TECHNICAL SECURITY SERVICES

Table A3: Functionality Criteria Score

No.	Functionality Criteria	Description	Weighting	Requirements
1	Demonstrate company experience / past performance	Demonstrate experience / past performance	40	This criterion covers the experience and knowledge of the entity. Bidders are to provide details on contracts that have been completed including reference letters from at least three Clients for past completed contracts within a similar high security environment.
2	Qualifications and Competency of the Key Personnel: Experience of all personnel that will be available to manage the execution of the EACS (electronic access control systems), including the specialist studies (appointment will be finalised by the CDC Security Management).	Engineering – Electronic - Technical Related to : Certificate (NQF5) Diploma (NQF6) Degree (NQF7)	10	This criterion covers the relevant experience of each of the lead/key personnel, as nominated on similar high security environment. These resources are deemed to be assigned to the CDC Contract if successful and may only be substituted in exceptional circumstances. The replacement of resources to be of equal or higher qualification and experience. Each individual that has been nominated and assigned to this contract to supply a comprehensive CV of three technical personnel detailing their Relevant Experience (as described above) must be submitted. The key resources referred hereto are the technical personnel assign to contract.
		Access Control experienced OEM installer: E.g. Lenel, impro, Honeywell, Bosh, Hikvision, etc.	10	
		CCTV experienced Installer: E.g. cathexis, milestone, bosh, Avigilon etc.	10	
3	Locally based service providers Gqeberha and (surrounding regions)	Must provide proof of office operations	30	Locally-based service providers to submit proof of operational office establishment as the evidence to demonstrate locality in the form of a Title Deed in the name of the bidder, Municipal Invoice in the name of the bidder.

No.	Functionality Criteria	Description	Weighting	Requirements
				<p>The CDC will accept the following documents as proof of office establishment:</p> <p>Title Deed in the name of the Bidder, a Valid signed</p> <ul style="list-style-type: none"> • Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible) • A Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing • Clearance Certificate in the name of the Bidder. • Failure to submit sufficient proof of bidders operating address will result in no score being assigned to this functionality item. <p>Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.</p> <p>Note: CDC reserves the right to conduct site visits</p>
		Total	100	Total Functionality Score

INDICATORS FOR THE SCORING OF FUNCTIONALITY CRITERIA CDC/329/26: TECHNICAL SECURITY SERVICES

Table A4: Indicators for the Scoring of Functionality Criteria

Item No	Functionality Criteria	Sub Criteria	Evaluation Indicators				
			No information (0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
1	Demonstrate company experience / past performance	Demonstrate experience / past performance	Failed to provide information	Similar work experience of up to 2 years in high security technical installation environment	Similar work experience of more than 2 years and less than 5 years in high security technical installation environment	Similar work experience of more than 5 and less than 7 years in high security technical installation environment	Similar work experience of 7 years and above in high security technical installation environment
2	Qualifications and Competency of the Key Personnel: Experience of all personnel that will be available to manage the execution of	Engineering – Electronic - Technical Related to: Certificate (NQF5) Diploma (NQF6) Degree (NQF7)	Failed to provide information	Similar work experience of less than 3 years	Similar work experience of between 3 less than 5 years	Similar work experience of 5 and less than 10 years	Similar work experience of 10 years and more

Item No	Functionality Criteria	Sub Criteria	Evaluation Indicators				
			No information (0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
	the Security Technical components and integration thereof.						
		Access Control experienced installer: E.g. Lenel, impro, Honeywell etc.	Failed to provide information	Similar work experience of up to 3 years	Similar work experience of between 3-5 years	Similar work experience of between 5-10 years	Similar work experience of above 10 years
		CCTV experienced Installer: E.g. cathexis, milestone, bosh, Avigilon etc.	Failed to provide information	Similar work experience of up to 3 years	Similar work experience of between 3-5 years	Similar work experience of between 5-10 years	Similar work experience of above 10 years

Item No	Functionality Criteria	Sub Criteria	Evaluation Indicators				
			No information (0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
3	Locally-based service providers	Proof of address, lease agreement, municipal rates etc	No response.	Situated outside Eastern Cape Province.	Situated within Eastern Cape Province.	Situated within in region of Sarah Baartman District Municipality	Situated within Gqeberha, Nelson Mandela Metro

Note – Failure of bidders to reach a minimum score of 70 points the bidder will not be considered for further evaluation

Stage 3 - Quantitative Assessment

Bids that pass the Responsiveness assessment stage will be further evaluated on Price and Specific Goals. Bids will be evaluated according to the Preferential Procurement Policy Framework Act, 2024: Preferential Procurement Regulations, 2022. 90:10 will be used to evaluate Price and Specific Goals.

Note: The lowest acceptable tender will determine which points system will be used

The allocation of tender adjudication points will be as follows:

Area of Adjudication	Maximum Points
Tendered Price (S _P)	90.00
Specific Goals	10.00
Total Points (S)	100.00

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

The 90:10 weighting applies for all contracts in excess of R50 million (VAT incl.)

Points for Specific Goals points shall be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below.

Table 8: Points for B-BBEE Status Level of Contributor

CONTRIBUTION LEVEL	WEIGHTING FOR 90:10
Level One	10
Level Two	9
Level Three	6
Level Four	5
Level Five	4
Level Six	3
Level Seven	2
Level Eight	1
Non-Compliant Contributor	0

Note: A bidder who provides an invalid B-BBEE Certificates or Affidavit will score zero points for specific goals. The type of certification a bidder needs to comply with is dependent on their annual turnover.

Stage :4 Qualitative Assessment

- (a) Qualitative Assessment will be conducted on the top three (3) highest scoring bidders to determine the acceptable lowest tender price and to ascertain other possible commercial risks pertaining to the bidder's capacity, past performance, and other risks and or opportunities / recognition within SEZ specific environment.
- (b) The prices will be scrutinized to check for arithmetic errors to communicate with the bidders to acknowledge and decide if their bottom-line price still stands.
- (c) Tender offers will be compared against the cost estimate as well as the market average to confirm if the tender offers are market-related with no risks around the pricing.
- (d) The bidders will be assessed on their procurement integrity to establish whether the bidder or any of its directors been convicted of a corrupt or fraudulent act in competing for or executing any contract, whether the bidder or any of its directors is currently government employees and whether there is conflict of interests and/or collusion.
- (e) CDC to also verify with Provincial Treasury prior to the award of contracts regarding impending restrictions in addition to verifying restrictions in the Database of Restricted Suppliers/ Central Supplier Database. In the event that there is a recommended bidder who is in the process of being restricted, the CDC will consult Provincial Treasury on the manner in which the award of such bid must be finalized.
- (f) Assessment of all the risks associated with project execution and completion of the project.
- (g) Bidder/s that reach this stage may be invited to a Clarification Meeting where they may be requested to demonstrate capacity and capacity to execute the works with the tendered price offered and also to consider any potential risks.

4. DISQUALIFICATION

Bidders will be immediately disqualified if, during the tendering stage or during the tender evaluation and adjudication stage or after the contract has been awarded, they are found to have conducted or committed any of the following:

- a) The bidder has failed to meet the tender conditions and/or requirements and deemed non-responsive;
- b) There has been an effort by the bidder, representatives of the bidder or acquaintances of the bidder to influence the process of submissions which may be interpreted as a corrupt or fraudulent act or improper conduct;
- c) The bidder has communicated with other members of CDC or CDC Agent about the contract other than the specified person;
- d) The bidder has misrepresented the information submitted;
- e) There is an evidence of Fraud, fronting, etc.;
- f) The bid document is faxed or emailed or not on original document;
- g) The bid document has been filled in pencil and /or have corrections fluid markings or not duly signed where changes are made;
- h) Alternative bid has been submitted without the original bid; or
- i) Bidder appears on the National Treasury register of restricted suppliers or National Treasury list of defaulters.

- j) Public servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out, and Bidders will be disqualified should they be found to be in contravention with the regulations
- k) Not signed by the duly authorised Bidders Representative.
- l) Failure to respond the request for extension of tender validity period where necessary.

5. DELIVERY TIME FRAMES

RFP Contractual period is for a period of three consecutive years as of commencement date.

6. DETAILS OF KEY PERSONNEL

Refer to Stage 2: Functionality Criteria CDC/328/26: Physical Security Manned Guarding And
CDC/329/26: Security Technical Services

RETURNABLE DOCUMENTS

SBD 1: PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/328/26 et al	CLOSING DATE:	17 August 2026	CLOSING TIME:	12:00
DESCRIPTION	PROVISION FOR SECURITY MANNED GUARDING AND SECURITY TECHNICAL SERVICES FOR COEGA SEZ AND NON SEZ BUSINESS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Coega Development Corporation (Pty) Ltd					
Coega Business Centre					
Corner Alcyon and Zibuko Street, Zone 1, SEZ					
Gqeberha, 6001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Unit Head: Zine Mtanda		CONTACT PERSON	N/A	
TELEPHONE NUMBER	Not allowed to phone		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenderscdc32826@coega.co.za		E-MAIL ADDRESS	tenderscdc32826@coega.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF THE BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors, trustees, shareholders, members, partners, or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors, directors, trustees, shareholders, members, partners, or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors, trustees, shareholders, members, partners, or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN SECTIONS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF SECTION 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,,
chairperson of the board of,
hereby confirm that by resolution of the board (copy attached) taken on
..... 20....., Mr/Ms acting
in the capacity of, was authorised to sign all documents in
connection with this tender for **Contract No. CDC/171/26** and any contract resulting from it on behalf of
the company.

As witnesses:

- 1. Chairman:
- 2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
....., hereby authorise
Mr/Ms, acting in the capacity of,
....., to sign all documents in connection with this tender for **Contract
No. CDC/215/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this tender for **Contract No. CDC/171/26** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

- 1. Sole Owner:
- 2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as, hereby authorise Mr/Ms acting in the capacity of, to sign all documents in connection with this tender for **Contract No. CDC/171/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90.00
SPECIFIC GOALS	10.00
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process, or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender (B-BBEE Status Level of Contributor)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State-Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualify the company/firm for the preference(s) shown, and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audio alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)
.....
.....
SURNAME AND NAME:
DATE:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the rendering
of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <ol style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ol style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle

as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9

(1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of ____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of
Oaths Signature &
stamp Date:

JOINT VENTURE PARTICULARS

Name : _____
Postal address : _____
Physical address : _____
Telephone : _____ Fax : _____

IDENTITY OF EACH ENTERPRISE PARTNER

Name : _____
Postal address : _____
Physical address : _____
Telephone : _____ Fax : _____
Contact Person : _____

Name : _____
Postal address : _____
Physical address : _____
Telephone : _____ Fax : _____
Contact Person : _____

Name : _____
Postal address : _____
Physical address : _____
Telephone : _____ Fax : _____
Contact Person : _____

**RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT OR AS
PARTNERS IN OTHER JOINT VENTURES**

Targeted Enterprise Partners

- 1. :
- 2. :
- 3. :
- 4. :
- 5. :

CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision-making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(Continue on next page)

CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Signature : _____

Name : _____

Duly authorized to sign on behalf of : _____

Address: : _____

Telephone : _____

Fax : _____

Date : _____

PROTECTION OF PERSONAL INFORMATION: CONSENT

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Coega Development Corporation (CDC) obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the CDC from time to time. The CDC confirms that it shall process the information disclosed by Bidders to evaluate and subsequently award/appoint a successful Bidder.

To comply with procurement principles set out in Section 217 of the Constitution and national procurement legislative prescripts, the names of all entities that submitted a bid, the tendered price thereof, and the subsequent award will be made public.

The CDC hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Unless directed to do so by an order of court, the CDC does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and will be seized with information of a personal nature pertaining to the CDC. Some of the information may, because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the CDC requires that Bidders who receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The CDC and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures to ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in the mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organisation.
3. Bidder's Obligations:

- g) The Bidder is required to notify the Information Officer of CDC, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any of the CDC's personal information.
- h) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- i) The Bidder shall be required to provide the CDC with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- j) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of CDC.

On behalf of the Bidder:

..... Signature Date
..... Position Name of the Bidder

On behalf of the Client:

..... Signature Date
..... Position Name of Client Representative

SECURITY POSTING SCHEDULE – CDC/328/26: PHYSICAL SECURITY MANNED GUARDING

PROVISION FOR PHYSICAL SECURITY MANNED GUARDING AND SECURITY TECHNICAL SERVICES CONTRACT NO. CDC/328/26 ET AL - DETAILED DESCRIPTIVE OF SECURITY MANPOWER PER SITE							
ITEM	Resources	Grade	QTY	Shift	Hours	Day	Night
1	Contract Manager	A	1	Mon-Fri	07H00-17H00	x	
2	Criminal Investigator- Analyst	A	1	Mon-Fri	07H00-17H00	x	
3	Technical Manager	A	1	Mon-Fri	07H00-17H00	x	
4	Technical Assistant	C	1	Mon-Fri	07H00-17H00	x	
5	Security Administrator	C	1	Mon-Fri	07H00-17H00	x	
6	Senior Supervisor	A	1	Mon-Fri	06h00 - 18h00	x	
7	Supervisor	B	1	Mon-Sun	06h00 - 18h00	x	
8	Supervisor	B	1	Mon-Sun	18h00 - 06h00		x
COMMAND AND CONTROL CENTRE							
9	Control Room Manager	A	1	Mon -Fri	07H00-17H00	x	
10	Control Room Supervisor	A	1	Mon Sun	06H00-18H00	x	
11	Control Room Supervisor	A	1	Mon-Sun	18h00 - 06h00		x
12	Command and Control Monitoring Officers	B	3	Mon Sun	06H00-18H00	x	
13	Command and Control Monitoring Officers	B	3	Mon-Sun	0600H18H00		x
ACCESS CARD ADMINISTRATORS							
14	CDC Head office	B	1	Mon -Fri	07H00-17H00	x	
15	Zone 1 Entrance	B	1	Mon -Fri	07H00-17H00	x	
16	Zone 2 Entrance	B	1	Mon -Fri	07H00-17H00	x	
17	BPO Office	B	1	Mon -Fri	07H00-17H00	x	
TACTICAL ARMED RESPONSE UNIT							
18	TACTICAL ARMED RESPONSE officers	B	6	Mon-Sun	06h00 - 18h00	x	
19	TACTICAL ARMED RESPONSE officers	B	6	Mon-Sun	18h00 - 06h00		x

ITEM	Resources	Grade	QTY	Shift	Hours	Day	Night
CDC BUSINESS CENTRE							
20	Site Supervisor	A	1	Mon-Fri	06h00 - 18h00	x	
21	Patrol Officer	C	3	Mon-Sun	06h00 - 18:00	x	
22	Patrol Officer	C	2	Mon-Sun	18h00 - 06h00		x
HUMAN CAPITAL SOLUTIONS (HCS)							
23	Site Supervisor	A	1	Mon-Fri	07h00 - 17h00	x	
24	Patrol Officer	C	4	Mon-Sun	06h00 - 18h00	x	
25	Patrol Officer	C	4	Mon-Sun	18h00 - 06h00		x
BUSINESS PROCESS OUTSOURCING (BPO)							
26	Site Supervisor	A	1	Mon-Fri	07h00 - 17h00	x	
27	Patrol Officer	C	5	Mon-Sun	06h00 - 18h00	x	
28	Patrol Officer	C	5	Mon-Sun	18h00 - 06h00		x
29	MULTI-USER						
30	Patrol Officer	C	2	Mon-Sun	06h00 - 18h00	x	
31	Patrol Officer	C	2	Mon-Sun	18h00 - 06h00		x
NMBLP							
32	Site Supervisor	A	1	Mon-Fri	06h00 - 18h00	x	
33	Patrol Officer	C	5	Mon-Sun	06h00 - 18h00	x	
34	Patrol Officer	C	5	Mon-Sun	18h00 - 06h00		x
VULINDLELA ACCOMMODATION AND CONFERENCE CENTRE (VACC)							
35	Site Supervisor	A	1	Mon-Sun	06h00 - 18h00	x	
36	Site Supervisor	A	1	Mon-Sun	18h00 - 06h00		x
37	Patrol Officer	C	6	Mon-Sun	06h00 - 18h00	x	
38	Patrol Officer	C	6	Mon-Sun	18h00 - 06h00		x
BLUE-WATER BAY SUNRISE HOTEL							
39	Site Supervisor	A	1	Mon-Sun	06h00 - 18h00	x	
40	Site Supervisor	A	1	Mon-Sun	18h00 - 06h00		x
41	Patrol Officer	C	3	Mon-Sun	06h00 - 18h00	x	
42	Patrol Officer	C	3	Mon-Sun	18h00 - 06h00		X
ITEM	Resources	Grade	QTY	Shift	Hours	Day	Night

ZONE 01 ENTRANCE							
43	Site Commander	B	1	Mon-Sun	06h00 - 18h00	x	
44	Site Commander	B	1	Mon-Sun	18h00 - 06h00		x
45	Patrol Officer	C	3	Mon-Sun	06h00 - 18h00	x	
46	Patrol Officer	C	3	Mon-Sun	18h00 - 06h00		x
47	Customs and Logistics Officer	A	1	Mon-Fri	07h00 - 17h00	x	
ZONE 02 ADDO ROAD GATE							
48	Site Commander	B	1	Mon-Sun	06h00 - 18h00	x	
49	Site Commander	B	1	Mon-Sun	18h00 - 06h00		x
50	Patrol Officer	C	3	Mon-Sun	06h00 - 18h00	x	
51	Patrol Officer	C	3	Mon-Sun	18h00 - 06h00		x
52	Customs and Logistics Officer	A	1	Mon-Fri	07h00 - 17h00	x	
ZONE 03 GATE 01							
53	Site Supervisor	A	1	Mon-Fri	07h00 - 17h00	x	
54	Site Commander	B	1	Mon-Sun	06h00 - 18h00	x	
55	Site Commander	B	1	Mon-Sun	18h00 - 06h00		x
56	Patrol Officer	C	3	Mon-Sun	06h00 - 18h00	x	
57	Patrol Officer	C	3	Mon-Sun	18h00 - 06h00		x
ZONE 03 GATE 02							
58	Patrol Officer	C	2	Mon-Sun	06h00 - 18h00	x	
59	Patrol Officer	C	2	Mon-Sun	18h00 - 06h00	x	
COEGA SEZ OPEN ZONES							
60	Patrol Officer	C	5	Mon-Sun	06h00 - 18h00	x	
61	Patrol Officer	C	5	Mon-Sun	18h00 - 06h00		x
SEZ STAND ALONE PROPERTY - CUSTOMS AND LOGISTICS							
62	Patrol Officer	C	6	Mon-Sun	06h00 - 18h00	x	
63	Patrol Officer	C	6	Mon-Sun	18h00 - 06h00		x

ITEM	Resources	Grade	QTY	Shift	Hours	Day	Night
SATELLITE OFFICES							
PRETORIA OFFICE							
64	Patrol Officer	C	1	Mon-Sun	06h00 - 18h00	x	
65	Patrol Officer	C	1	Mon-Sun	18h00 - 06h00		x
DURBAN OFFICE							
66	Patrol Officer	C	1	Mon-Sun	06h00 - 18h00	x	
67	Patrol Officer	C	1	Mon-Sun	18h00 - 06h00		x
MTHATHA OFFICE							
68	Patrol Officer	C	2	Mon-Sun	06h00 - 18h00	x	
69	Patrol Officer	C	1	Mon-Sun	18h00 - 06h00		x
EAST LONDON OFFICE							
70	Patrol Officer	C	2	Mon-Sun	06h00 - 18h00	x	
71	Patrol Officer	C	2	Mon-Sun	18h00 - 06h00		x
WILD COAST SEZ (MTHATHA)							
72	Site Supervisor	A	1	Mon-Frid	07h00 - 17h00	x	
73	Patrol Officer	C	3	Mon-Sun	06h00 - 18h00	x	
74	Patrol Officer	C	3	Mon-Sun	18h00 - 06h00		x
TOOLS OF TRADE							
75	Handheld radio		50	N/A	N/A	N/A	N/A
76	Electronic Access control devices		40	N/A	N/A	N/A	N/A
TOTAL SUMMARY							
71	A GRADE	19	N/A	N/A	N/A	N/A	N/A
72	B GRADE	34	N/A	N/A	N/A	N/A	N/A
73	C GRADE	112	N/A	N/A	N/A	N/A	N/A
Total Compliment		165	N/A	N/A	N/A	N/A	N/A

PRICING SCHEDULES

PRICING INSTRUCTIONS FOR CDC/328/26

1. *Bidders must price all items, failure to do so will render the bidder non responsive, if any space is left blank, the CDC will assume the item is not priced and will render the bid non responsive.*
2. *Refer to Security Posting Schedule above for deployment of Security Officers.*
3. *The quantities provided in the BOQ is an indicative to be utilised by the CDC to enable a fair comparison of bidders prices for the purpose of evaluation and thus quantities may vary.*
4. *Cost calculation for the total price (column E) is BxCxD*
5. *Bidder must factor total price for year 1, year 2 and year 3 including Overhead costs for the full term of contract as per pricing schedule.*
6. *Bidders to note that the Security Officer rate per hour is fixed for the duration of the contract, adjustments will only be done to align with PSIRA on the second and third year of the contract.*
7. *The expected commencement date of the contract is 01 November 2026, therefore twelve months is expected to end on 31 October 2027. Rates for Year 1 must therefore be inclusive of PSIRA escalations as there will be no further adjustments in the first year.*
8. *Year 2 and year 3 rates adjustments will only take effect in March of each year as per the PSIRA and Bargaining Council Regulations therefore bidders rates for Year 2 and Year 3 must exclude PSIRA rates adjustments.*

Please write clearly and ensure calculations are correctly done.

PRICING SCHEDULE- CDC/328/26: PHYSICAL SECURITY MANNED GUARDING

BOQ FOR BIDDERS- PROVISION FOR PHYSICAL SECURITY MANNED GUARDING AND SECURITY TECHNICAL SERVICES CONTRACT NO. CDC/328/26 ET AL						
No	Description	A	B	C	D	E
		PSIRA Grade	QTY	No of Months	Monthly Rate	Total Price for Activity E=BxCxD
PRICE LIST FOR 1-YEAR 2026/2027 FINANCIAL YEAR						
MANAGEMENT						
1	Contract Manager (DayShift Mon-Fri) 07H00-17H00)	A	1	12		
2	Senior Shift Supervisor (Day Shift Mon-Sun) 07H00 -17H00	A	1	12		
3	Shift Supervisor (Day Shift Mon-Sun) 06H00 -18H00	A	1	12		
4	Shift Supervisor (Night Shift Mon-Sun) 18H00 -06H00	A	1	12		
ADMINISTRATOR						
5	Security Administrator (DayShift Mon-Fri) 07H00-17H00)	C	1	12		
COMMAND AND CONTROL CENTRE /SURVEILLANCE MONITORING						
6	Control Room Manager ((DayShift Mon-Fri) 07H00-17H00)	A	1	12		
7	Control Room Supervisor (Day Shift (Mon-Fri) 06H00-18H00	A	1	12		
	Control Room Supervisor (Night Shift Mon-Sun) 18H00 -06H00	A	1	12		
8	Command and Control Monitoring Officers (Day Shift Mon-Sun)06H00-18H00	B	3	12		
9	Command and Control Monitoring Officers (Night Shift Mon-Sun)18H00-06H00	B	3	12		
ACCESS CARD ADMINISTRATION (DayShift Mon-Fri) 07H00-17H00)						
10	CDC Head office	B	1	12		
11	Zone 2 Entrance	B	1	12		
12	Zone 1 Entrance	B	1	12		
13	BPO Office	B	1	12		
TACTICAL ARMED RESPONSE UNIT						
14	TACTICAL ARMED RESPONSE officers (Day Shift) 06H00-18H00	B	6	12		
15	TACTICAL ARMED RESPONSE officers (Night Shift) 18H00-06H00	B	6	12		

No	Description	A	B	C	D	E
		PSIRA Grade	QTY	No of Months	Monthly Rate	Total Price for Activity E=BxCxD
SITE SUPERVISOR						
16	Site Supervisor (Day Shift) 06H00-18H00	A	8	12		
17	Site Supervisor (Night Shift) 18H00-06H00	A	2	12		
CUSTOM AND LOGISTICS OFFICERS						
18	Customs and Logistics Officer (Day Shift) 06H00-18H00	A	2	12		
SITE COMMANDERS						
19	Site Commanders (Day Shift) 06H00-18H00	B	3	12		
20	Site Commanders (Night Shift) 18H00-06H00	B	3	12		
PATROL OFFICERS						
21	Patrol Officers (Day Shift-) 06H00-1800	C	55	12		
22	Patrol Officers (Night Shift-) 18H00-18H00	C	57	12		
SECURITY TECHNICAL						
23	Technical Manager	A	1	12		
24	Technical Supervisor	B	1	12		
25	Technical Assistant	C	2	12		
INVESTIGATIONS						
26	Criminal Investigator- Analyst	A	1	12		
VEHICLES						
27	2x Technical Vehicle (4X2, single cab with canopy 2,8 litre engine capacity)	N/A	2	12		
28	4x Vehicles light Motor (1,0 Litre engine Capacity and above), for Supervisory	N/A	4	12		
29	1x Vehicle Staff bus 22-seater for Deployment	N/A	1	12		
30	3x Tactical armed response vehicles fully kitted (4x4 double cab 2.8 or 3.0 Litre Diesel)	N/A	3	12		
31	3x Golf Carts (2-seater)	N/A	3	12		

No	Description	A	B	C	D	E
		PSIRA Grade	QTY	No of Months	Monthly Rate	Total Price for Activity E=BxCxD
AVARAGE KILOMETERS PER MONTH						
32	11 X 5000 KMs = 55 000 KMs PM	N/A	11	12		
TOOLS OF TRADE						
33	Handheld radio (UHF)	N/A	50	12		
34	Electronic Access control devices (handheld scanners)	N/A	40	12		
35	Base radios in vehicles and control room	N/A	12	12		
36	Tracking and dash camera recorders	N/A	4	12		
37	Interactive body Proof Jackets	N/A	10	12		
TOTAL						
TOTAL VAT 15%						
TOTAL INCLUDING VAT YEAR 1 2026/2027						
TOTAL INCLUDING VAT YEAR 2 2027/2028						
TOTAL INCLUDING VAT YEAR 3 2028/2029						
OVERHEAD COST (YEAR 1, YEAR 2, YEAR 3) VAT INCL						
TOTAL AMOUNT TENDERED INCLUDING VAT FOR 3 YEARS INCLUDING OVERHEAD COSTS						
TOTAL SUM TO BE CARRIED TO FORM OF OFFER FOR CDC/328/26: PHYSICAL SECURITY MANNED GUARDING						

PRICING NOTES FOR CDC/329/26

- a) *Bidders must price all items, failure to do so will render the bidder non responsive.*
- b) *Where Labour does not apply, bidders must indicate by a Dash (-), Not Applicable (N/A) or Covered. If left blank, the CDC will assume the item is not priced.*
- c) *The quantities provided in the BOQ is an indicative to be utilised by the CDC to enable a fair comparison of bidders prices for the purpose of evaluation and thus quantities may vary.*
- d) *The award will be rates based and rates are fixed*
- e) *The list of equipment is non-exhaustive, where a new item is to be purchased, the CDC conduct a market scan for pricing fairness*
- f) *The expected commencement date of the contract is 01 November 2026.*
- g) *Cost calculation for the total price is Rate x Labour*

PRICING SCHEDULE FOR COEGA CCTV- CDC/329/26 - SECURITY TECHNICAL SERVICES

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
<u>CAMERA SURVEILLANCE</u>					
<u>VIEWING STATION</u>					
WORKVMS-3000	Rack mount Windows Viewing Server, I7 processor, 16GB RAM, 4 X Video o.p ports, Windows 10-Pro-64bit. Includes 1TB HDD & 250GB SSD	1			
<u>DESKTOP DISPLAY</u>					
A2256H	Mecer 21.5" 16 x 9 TFT LED Wide Monitor, 1920 x 1080, Full HD W/VGA + HDMI & Built-in Speakers - Black	1			
956BB	26" to 60" Universal LCD / LED Panel Wallmount Bracket	1			
HDMI-3M	3 Meter HDMI to HDMI Gold Plated Cable	1			
<u>WALL MOUNT DISPLAY</u>					
43L73F	Mecer 43" 16:9 Full HD 1080P LED Panel	1			
55L71F	Mecer 55" 16:9 Full HD 1080P LED Panel	1			
956BB	23" to 60" Universal LCD / LED Panel Wallmount Bracket	1			
HDMI-3M	3 Meter HDMI to HDMI Gold Plated Cable	1			
HDMI-10M	10 Meter HDMI to HDMI Gold Plated Cable	1			
<u>VIDEO WALL CONTROLLER</u>					
WORKVMS-3000	Rack mount Windows Viewing Server, I7 processor, 16GB RAM, 4 X Video o.p ports, Windows 10-Pro-64bit. Includes 1TB HDD & 250GB SSD	1			
CVGA-2001	This allows for unlimited monitors on a video wall. It can also be added to LITE, CORE and PRO which allows for unlimited videowalls	1			
<u>CATHEXIS LICENSING</u>					
CPRM-2001	Premium Recording and Video Management Software. Unlimited cameras permitted. This license includes unlimited viewing licenses, video wall monitors and a site map license. It also include the base failover license, but individual failover camera licenses are still required	1			

CPRM-1001	Premium camera license. At least one CPRM-1001 is required for this camera license to work.	1			
CANA-3001	This feature is offered on a per camera/channel basis. The license is site based and can be added to any server on a site and used by any camera on the same site. The detailed capability matrix is shown below. Analytics level 3 includes all the analytics for level 1 & 2 as well	1			
<u>INTEGRATION MODULES</u>					
CACC-3000	Access control device bundle license (unlimited doors)	1			
CALM-2000	Alarm panel integration (per device)	1			
CFPL-2000	Firepanel integration (per site)	1			
CNEF-3000	NemTek unlimited bundled device (includes base and device licenses)	1			
CDEV-2000	Specific integration licenses that fall outside of the standard list	1			
CLPR-1001	License Plate single lane licenses	1			
CLPR-2000	License Plate system device license * To Be sold at No Charge with any ANPR integration	1			
CLFF-USB2.0 & CLFF-2000	Freeflow Digital ANPR USB Dongle. This license is required for the freeflow engine. Lane licenses are required for each lane. Multiple freeflow licenses may be purchased and used on the same server to increase the detection throughput	1			
<u>MANAGEMENT SERVER</u>					
WNES-1101	Carbon Enterprise Server; Windows 11 Pro; max 100 sites	1			
100-02065	Surveillance Hard Drive - 10TByte	1			
<u>ALARM GATEWAY SERVER</u>					
WAMG-1000	CathexisVision Alarm Management Server; Windows 11 Pro; Includes CAMG-1000 License	1			
100-02065	Surveillance Hard Drive - 10TByte	1			
<u>RECORDING SERVERS</u>					
WNVR-5000_I7	Windows NVR; 2U Rackmount; Intel core i7; Windows 11 Pro; Dual Redundant PSU; 8 Bay Raid Storage; Excl. Hard Drives	1			
100-02065	Surveillance Hard Drive - 10TByte	1			

FAILOVER SERVER

WNVR-6000	Windows NVR; 3U Rackmount; Intel Xeon; Windows Server 2022; Dual Redundant PSU; 16 Bay Raid Storage; Excl. Hard Drives	1			
100-02118	SAMSUNG MZ-75E250BW 850 EVO 250 GB SSD	1			
ST300MP0006	Seagate Exos 15E900 ST300MP0006 HDD 2.5" 300GB 12Gb/s SAS; 512 Native; RPM 15K; 256MB Cache; 5 Year limited warranty	1			
100-02065	Surveillance Hard Drive - 10TByte	1			
CFOR-2001	Failover server base license	1			
CFOR-1001	Failover server camera licenses (per camera)	1			
WAMG-1000	Alarm management gateway s/w	1			

CORE MANAGEMENT SWITCH

USW-PRO-AGGXG	Ubiquiti UniFi 24 Port 2x 10Gbps 22x 2.5Gbps 4SFP+ Pro HD Switch	1			
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CAMERA OPTIONS

DH-IPC-HFW3541T-ZS-S2_2.7-13.5mm	Dahua 4MP Bullet 60m IR 2.7-13.5mm - SMD - SD Card	1			
DHI-ITC413-PW4D-IZ1_2.7-12mm	Dahua 4MP ANPR 10m IR 2.7-12mm – 80km Per Hour Max speed	1			
DHI-ITC413-PW4D-IZ3_8-32mm	Dahua 4MP Access Smart ANPR Camera 20m IR 8-32mm - 120 km Per Hour Max Speed	1			
DHI-TPC-SD5441-B50Z45-DC-S24	Dahua 4MP Thermal Hybrid Speed Dome Camera 100m IR 45x Optical Zoom	1			
DH-IPC-HDW3441EM-S-S2_2.8mm	Dahua 4MP Eyeball 50m IR 2.8mm - SMD - SD Card - Built-in Mic	1			
DH-IPC-HFW2441T-ZS_2.7-13.5mm	Dahua 4MP Bullet 60m IR 2.7-13.5mm - SMD - SD Card - Built-in Mic	1			

DH-SD6CE445GB-HNR	Dahua 4MP 45x Starlight IR Network PTZ IR 250m - MD 4.0	1			
DH-SD8A440GA-HNV	Dahua 4MP PTZ 500m IR 40x Optical Zoom - Auto Tracking - Face Detection	1			
DS1602ZZPOLE	Vertical Pole Mount Bracket. Vertical pole mount bracket; White; Aluminium alloy & Steel	1			
HDG-12M	12 Mtr Hot dipped Surveillance Poles- Base with Gussetts, reinforcing and Top cap - pre-drilled	1			
CABLE INFRASTRUCTURE					
CAT6E	A05 CABLE UTP CAT6E 100M ROLL	1			
CAT6MUV	A05 CABLE UTP CAT6E 100M ROLL - M UV RESISTANT Black Cable	1			
20mm	20MM SABS Approved Conduit - couplings and joiners included	1			
25MM	25mm SABS Approved Conduit - couplings and joiners included	1			
EHJ17	4 X 4 IP44 Rated Junction boxes	1			
ENC-AP6	Fibreglass Enclosure to house Hardware h620Xw470Xd265	1			
CAB-12US	Linkbasic 12U Swing Frame Wall Box Including Fans	1			
BRUSH	Linkbasic 19-inch Rack Mount Brush Panel	1			
LB-PP24	Linkbasic 24 Port Cat5e Rack Mount Patch Panel	1			
PDU-RXK	Power Distribution Unit - Rackmount	1			
ME-2000-VU	Mecer 2000VA OFF-LINE UPS (with AVR,Monitoring Software + Cable & Built-in Surge Protection) - Black	1			
SUB TOTAL AMOUNT					

PRICING SCHEDULE FOR COEGA ACCESS CARDS- CDC/329/26: SECURITY TECHNICAL SERVICES

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
<u>ACCESS CONTROL</u>					
<u>ACCESS CONTROL HEAD END 1</u>					
SPECIAL LICENSE	Enterprise Licence (20 Credentials, 500 doors) one of cost	1			
HCA930-0-0-GB	Portal Linux OS application controller	1			
17 SS	Access Control Server - i7, 8gb Ram, Windows 10 Professional, Mouse, Keyboard	1			
1200S	15" to 27" LCD / LED Monitor (VESA) Wallmount Bracket	1			
A2486H	Mecer 23.8" 16 x 9 TFT LED Wide Monitor, 1920 x 1080 Full HD, W/VGA + HDMI & Built-in Speakers - Black	1			
HRN980-5-0-GB	Desk mounted tag registration reader for use with Access Portal, USB, 125kHz or 13.56MHz	1			
CIMP-3000	Impro portal bundled license, Access control device bundle license (unlimited doors)	1			
<u>IMPRO WORKSTATIONS</u>					
17 WS	Access Control Workstation - i7, 8gb Ram, Windows 10 Professional, Mouse, Keyboard	1			
6552-F	12 V DC 7 A/h Battery	1			
MRB929-0-0-GB	MSO dongle verification (includes SWQ/MorphoPak LIC)	1			
r502230318-db(impro)	OMNIKEY 5023 - 13.56MHZ reader. CCID compliant. iCLASS Seos Support through Secure Element. Opitonal card retainer and mounting accessories. Please enquire for volume pricing.	1			
<u>FIELD HARDWARE PER DOOR</u>					
HCW930-0-0-GB	IPS boxed solution with no LCD cluster controller, with one Wiegand reader module (supports 2 readers)	1			
6552-F	12 V DC 7 A/h Battery	1			
HMW901-0-0-GB	Single Wiegand reader module (supports 2 readers) for use with a cluster controller in an IPS box	1			
MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL

MOBILE AND CARD READER

20tk-01-0000(impro)	Signo20 - Seos Profile Mullion Mount - Seos high frequency credentials, plus HID Mobile Access® Mobile IDs via NFC and/or Bluetooth Smart. Pigtail version. Terminal strip available as well.	1			
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MOBILE AND CARD READER WITH KEYPAD

40tk-01-0000(impro)	Signo40K - Seos Profile Switch/Junction Box Mount with keypad (3x4) - Seos high frequency credentials, plus HID Mobile Access® Mobile IDs via NFC and/or Bluetooth Smart. Pigtail version. Terminal strip available as well.	1			
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BIOMETRIC READER

293678636	MA Lite (Multi) WR with Mifare card reader for 500 users standard, extendable to 10,000 users (EXCLUDING UNLOCK) - MRB921	1			
MLI924-0-0-GB	MorphoSigma upgrade (3,000)	1			
RS-SS	Stainless Steel Rainshield For Sigma Lite	1			

DOOR HARDWARE

LK118	E-LOCK 300 KG Magnetic Lock	1			
LK118-1	E-LOCK BRACKET ZL FOR SP300KG MAGLOCK	1			
DT63	DOORCLOSER DT63 MEDIUM/DUTY BOXED	1			
PSU3.2	12 V DC 3.2 Amp hour Output Charger 1 Amp	1			
6552-F	12 V DC 7 A/h Battery	1			
sw-(165)	No Touch Sensor - 12vdc	1			
BG-G3P-RS	Resettable Break Glass Green + Buzzer + LED + 3 Relay Output	1			

OUTDOOR AUTOMATION EQUIPMENT

BOOM OPERATOR

VVB30-316	3m VELOCITY automatic vehicle barrier c/w 3m octagonal barrier arm	1			
TMINFRA-REC	Infrared beam transmitter and receiver, complete with power supply (10m range)	1			
RADARSENS1	Radar sensor (range up to 6m)	1			
RADBRK	Bracket for mounting of radar sensor	1			

GATE OPERATOR

D10TSK_CBS_STL2	D10 Smart Turbo 24V DC Sliding Gate Operator Full Kit - Steel Rack - 250-1000kg Kit includes : Operator, Controller, 2A 24V SM Charger, 2 x (CP4C2) 7.2Ah Batteries, 4m Steel Rack, 2 x Sets Photon Smart Safety Beams, 2m Passive Sensitive Edge. Excludes Foundation Plate	1			
PHOTONSM0V0	Photon Smart Full Wireless Beam Set	1			
FLUXSA00V1	FLUX Stand Alone Loop Detector, Single Channel, 12-24V AC/DC	1			

TURNSTILE

TT4FSS316E	TITAN 4 FLAT-PACK: four arm, full height, bi-directional single turnstile - grade 316 stainless steel	1			
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REMOTE AND BUTTON CONTROL

TX4NV3433	NOVA Transmitter, Silicone 4 Button	1			
LOVATO	Lovato Single Pushbutton Module, 1XGreen NO*	1			

VIDEO INTERCOM

DHI-KTW02	Wi-Fi Villa Door Station & IP Indoor Monitor 7 Inch	1			
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CABLE INFRASTRUCTURE

CAT6E	A05 CABLE UTP CAT6E 100M ROLL	1			
myl 4P	Mylar - 4 Pair 0.22 / 100m - CAN BE SUPPLIED ON 500MTR DRUM	1			
20mm	20MM SABS Approved Conduit - couplings and joiners included	1			
25MM	25mm SABS Approved Conduit - couplings and joiners included	1			
EHJ17	4 X 4 IP44 Rated Junction boxes	1			

SUB TOTAL AMOUNT

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PRICING SCHEDULE FOR COEGA INTRUSION- CDC/329/26: SECURITY TECHNICAL SERVICES

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
<u>ACCESS CONTROL</u>					
<u>ACCESS CONTROL HEAD END</u>					
SPECIAL LICENSE	Enterprise Licence (20 Credentials, 500 doors) one of cost	1			
HCA930-0-0-GB	Portal Linux OS application controller	1			
I7 SS	Access Control Server - i7, 8gb Ram, Windows 10 Professional, Mouse, Keyboard	1			
1200S	15" to 27" LCD / LED Monitor (VESA) Wallmount Bracket	1			
A2486H	Mecer 23.8" 16 x 9 TFT LED Wide Monitor, 1920 x 1080 Full HD, W/VGA + HDMI & Built-in Speakers - Black	1			
HRN980-5-0-GB	Desk mounted tag registration reader for use with Access Portal, USB, 125kHz or 13.56MHz	1			
CIMP-3000	Impro portal bundled license, Access control device bundle license (unlimited doors)	1			
<u>IMPRO WORKSTATIONS</u>					
I7 WS	Access Control Workstation - i7, 8gb Ram, Windows 10 Professional, Mouse, Keyboard	1			
6552-F	12 V DC 7 A/h Battery	1			
MRB929-0-0-GB	MSO dongle verification (includes SWQ/MorphoPak LIC)	1			
r502230318-db(impro)	OMNIKEY 5023 - 13.56MHZ reader. CCID compliant. iCLASS Seos Support through Secure Element. Opitonal card retainer and mounting accessories. Please enquire for volume pricing.	1			
<u>FIELD HARDWARE PER DOOR</u>					
HCW930-0-0-GB	IPS boxed solution with no LCD cluster controller, with one Wiegand reader module (supports 2 readers)	1			
6552-F	12 V DC 7 A/h Battery	1			
HMW901-0-0-GB	Single Wiegand reader module (supports 2 readers) for use with a cluster controller in an IPS box	1			

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
<u>MOBILE AND CARD READER</u>					
20tk-01-0000(impro)	Signo20 - Seos Profile Mullion Mount - Seos high frequency credentials, plus HID Mobile Access® Mobile IDs via NFC and/or Bluetooth Smart. Pigtail version. Terminal strip available as well.	1			
<u>MOBILE AND CARD READER WITH KEYPAD</u>					
40tk-01-0000(impro)	Signo40K - Seos Profile Switch\Junction Box Mount with keypad (3x4) - Seos high frequency credentials, plus HID Mobile Access® Mobile IDs via NFC and/or Bluetooth Smart. Pigtail version. Terminal strip available as well.	1			
<u>BIOMETRIC READER</u>					
293678636	MA Lite (Multi) WR with Mifare card reader for 500 users standard, extendable to 10,000 users (EXCLUDING UNLOCK) - MRB921	1			
MLI924-0-0-GB	MorphoSigma upgrade (3,000)	1			
RS-SS	Stainless Steel Rainshield For Sigma Lite	1			
<u>DOOR HARDWARE</u>					
LK118	E-LOCK 300 KG Magnetic Lock	1			
LK118-1	E-LOCK BRACKET ZL FOR SP300KG MAGLOCK	1			
DT63	DOORCLOSER DT63 MEDIUM/DUTY BOXED	1			
PSU3.2	12 V DC 3.2 Amp hour Output Charger 1 Amp	1			
6552-F	12 V DC 7 A/h Battery	1			
sw-(165)	No Touch Sensor - 12vdc	1			
BG-G3P-RS	Resettable Break Glass Green + Buzzer + LED + 3 Relay Output	1			
<u>OUTDOOR AUTOMATION EQUIPMENT</u>					
<u>BOOM OPERATOR</u>					
VVB30-316	3m VELOCITY automatic vehicle barrier c/w 3m octagonal barrier arm	1			
TMINFRA-REC	Infrared beam transmitter and receiver, complete with power supply (10m range)	1			
RADARSENS1	Radar sensor (range up to 6m)	1			
RADBRK	Bracket for mounting of radar sensor	1			
<u>GATE OPERATOR</u>					

D10TSK_CBS_STL2	D10 Smart Turbo 24V DC Sliding Gate Operator Full Kit - Steel Rack - 250-1000kg. Kit includes : Operator, Controller, 2A 24V SM Charger, 2 x (CP4C2) 7.2Ah Batteries, 4m Steel Rack, 2 x Sets Photon Smart Safety Beams, 2m Passive Sensitive Edge. Excludes Foundation Plate	1			
PHOTONSM0V0	Photon Smart Full Wireless Beam Set	1			
FLUXSA00V1	FLUX Stand Alone Loop Detector, Single Channel, 12-24V AC/DC	1			
<u>TURNSTILE</u>					
TT4FSS316E	TITAN 4 FLAT-PACK: four arm, full height, bi-directional single turnstile - grade 316 stainless steel	1			
<u>REMOTE AND BUTTON CONTROL</u>					
TX4NV3433	NOVA Transmitter, Silicone 4 Button	1			
LOVATO	Lovato Single Pushbutton Module, 1XGreen NO*	1			
<u>VIDEO INTERCOM</u>					
DHI-KTW02	Wi-Fi Villa Door Station & IP Indoor Monitor 7 Inch	1			
<u>CABLE INFRASTRUCTURE</u>					
CAT6E	A05 CABLE UTP CAT6E 100M ROLL	1			
myl 4P	Mylar - 4 Pair 0.22 / 100m - CAN BE SUPPLIED ON 500MTR DRUM	1			
20mm	20MM SABS Approved Conduit - couplings and joiners included	1			
25MM	25mm SABS Approved Conduit - couplings and joiners included	1			
EHJ17	4 X 4 IP44 Rated Junction boxes	1			
SUB TOTAL AMOUNT					

PRICING SCHEDULE FOR FENCING – CDC/329/26: SECURITY TECHNICAL SERVICES

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
E Y -CPR7620HD30	Free Standing - Round Post - HDG 3.0m-76x2mm-24wire	1			
EY-CSR5030HD	Free Standing - Stay Tube - HDG-3.0m-50x2mm	1			
E A - SCRM10NUTSHD	Nut - M10 - HDG	1			
A -SCRM10X120H	Bolt - M10x125 - HDG	1			
EY-Y30NHD	Free Stand-Nemtek-Y-Picket-3.0m-HDG-11mm	1			
EI-PI	Insulator - Picket - Black - Clip	1			
ES-CTNTBB	Combo Tensioner Hybrid - Black BB -120kg	1			
ES-CNT3	Comp Spring 3(15kg silver) Nylon black	1			
TS-DATS3/SS	Dual Action Tension Sensor 15kg SS/304	1			
ES-HK/EP	Free Standing - S-Hook - HDG	1			
EA-F10S/SS	Ferrules - 10mm - AISI304 - Soft SS (50 pack)	1			
EW-SS20/316	S/ Steel Wire - 2.0mm - 316 - 495m - 12.5kg	1			
EA-WRS2/N	Warning Sign - Nemtek	1			
E-DRUID/28/LCD	Druid 28 LCD Energizer	1			
EE-LCD2X/NLE	Druid Nemlink Card	1			
E E - D R . L C D /KP/2Z	Druid keypad - 2 zone	1			
SR-10	Siren - 15W Single tone-12VDC	1			
SR-STRN	Light - Strobe Light LED- Nemtek 12V	1			
E E - L C D 2 X /GPSYNC	Druid 2x Synchronisation Module	1			
E-FG7C/DRUID/PM	FG7C - Druid Controller - Panel Mount	1			
EE-FG7C/NLE/TW	FG7C - Nemlink Internal Card + TW	1			
E-NDFP01	Nemtek - Fence Probe Software	1			
EE-FGIO8/NL	Druid Network IO Card 8+1 (Nemlink)	1			

EA-EAG12	Earth Spike - HDG - 1.2m (nut/washer)	1			
SR-FL/TL/SS	Fence Light HV - Timed - S/Steel Blue	1			
PP-2.0AMP	Power Pack 2.0AMP 12V(with 7AhBattery)	1			
EA-LIDII	Lightning protection - LIDII - Dual pole	1			
EH-BINOX100S	HT Cable - Black - Stainless Steel S316	1			
SUB TOTAL AMOUNT					

PRICING SCHEDULE FOR RADAR- CDC/329/26: SECURITY TECHNICAL SERVICES

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
<u>RADAR SYSTEMS</u>					
TR625HA	Thermal Radar Hydra Axis with 640 x 512 Sensor, 25mm lens and Axis Color IR PTZ	1			
A0089	Thermal Radar Waterproof Aluminum J Box with RJ45 Watertight Connector	1			
ARM - HA	Mouting Arm - Hydra with Axis PTZ	1			
PMK	Pole Mount Kit	1			
TRS	Thermal Radar On-Site Staff Support, Technician, Trainer – per Day	1			
HDG-5M	5 Mtr Hot dipped Surveillance Poles- Base with Gussetts, reinforcing and Top cap - pre-drilled	1			
SOL-3KVA	3 KVA Solar Inverter, 2 x 430 Watt Solar panels, 2 x 105A/h Lithium Batteries, Mounting brackets, Cable and Sundries	1			
PBE-525	Ubiquiti 5GHz PowerBeam 25dBi 400mm Dish PBE-M5-400	1			
ROCKETM5	Ubiquiti 5GHz airMAX MIMO Rocket WiFi Radio RocketM5	1			
AIR-O513	Ubiquiti 5GHz airMAX MIMO Omni Antenna 13dBi AMO-5G13	1			
MSPC	Mobile Sentry Trailer/Tower w/Power (600 watt solar, 260AH Batteries), w/Comms Kit (Ruggedized computer, Router, LTE Antennae, ADAM, Point2Point)	1			
MSPU	Power Upgrade for Mobile Sentry – Additional 600 watt solar, 260AH Batteries	1			
MSDP	Deterrent Package for Mobile Sentry (Directional Lights, Strobe Light, Speaker Horn, and associated relays)	1			
SUBTOTAL					

PRICING SCHEDULE FOR SOLAR LIGHTS- CDC/329/26: SECURITY TECHNICAL SERVICES

MODEL	PRODUCT SPECIFICATION	QTY	RATE	LABOUR	TOTAL
SOLAR LIGHTS¹					
GL10FSSL1 00	Industrial Glo O-Lite solar streetlight fitting, c/w bracket, 100W - High light output LED Luminare 1150 Lumens	1			
BRKT	CUSTOM POLE MOUNT BRACKETRY SYSTEM WITH GALVANISED BRACING FOR 6 SOLAR LIGHTS , CLAMPS AND BOLTS	1			
SUB TOTAL AMOUNT					

TOTAL SUMMARY OF CDC/329/26: SECURITY TECHNICAL SERVICES		
NO.	SECTIONS	SUB TOTAL
1	CCTV	
2	ACCESS	
3	INTRUSION	
4	FENCING	
5	RADAR	
6	SOLAR LIGHT	
TOTAL SUM TO BE CARRIED TO FORM OF OFFER FOR CDC/329/26: SECURITY TECHNICAL SERVICES		

SHEQ BOQ

Note to Service Provider

1. “A Client must ensure that potential principal contractors submitting tenders, have made adequate provision for the cost of health and safety measures”
2. “A client must ensure that principal contractor to be appointed has the necessary competencies and resources to carry out the work safely”

THE PROVISION COST FOR HEALTH AND SAFETY WILL NOT FORM PART OF THE EVALUATION PROCESS AND THE COSTS WILL BE SUBJECT TO NEGOTIATION ONCE THE SERVICE PROVIDER HAS BEEN APPOINTED.

Prior to pricing the principal contractor **must familiarize him/herself** with the **Occupational Health and Safety Act and Regulations (No. 85 of 1993), Construction Regulations 2014, Disaster Management Act, Act (57 of 2002) and other relevant Regulations and Standards as well as project specific Health & Safety specifications.**

After pricing of the health and safety bill of quantities, the **Contractor** must sign the **Certificate of Acquaintance** as evidence that he is up to date regarding the contents, obligations and demands of the **Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as Project Specific Health & Safety Specifications.**

Item no	Description	Unit	Qty	Rate	Total
1	Notify the provincial director in writing of the commencement of construction work with and including submission of a letter of receipt and acknowledgement of the aforementioned notice by the Director of his/her representative	item	1		
2	Allow for the necessary Workman’s Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals	item	1		
3	Allow for the preparation and approval of project-specific SHE Plan & SHE File [CR 7(1)(a)]	item	1		
4	Allow for the implementation and maintenance of project-specific SHE Plan [CR 7]	Months	36		

5	Allow for the appointment of a Full-Time/Part-Time Competent Registered or Candidate Construction Health & Safety Officer to assist in the control of all health and safety related aspects on site as per [CR 8(5)]	Months	36		
6	Allow for provision of telecommunication facilities for the appointed Construction Health & Safety Officer	Months	36		
7	Allow for provision of Basic Emergency Preparedness and Response equipment & at least Level 1 First Aider/s	Months	36		
Provide, supply and maintenance for <u>each</u> worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments					
8	Overall/work suit (100% Cotton)	No.:			
9	Safety boots/shoes (Steel-Toe)	No.:			
10	Safety gloves	No.:			
11	Dust Mask(at least FF2 type)	No.:			
12	Safety goggles	No.:			
13	Personal Fall arrest and rescue equipment with and including life lines and associated equipment	No.:			
14	High visibility reflective vests and/or bibs	No.:			
15	SANS approved barricaded tape/ orange netting	Meters			
16	Provision for the supply and maintenance of Road Traffic Signs as in terms of the South African Road Traffic Signs Manual complete	No.:			
17	Allow for Pre-employment and periodic medical examinations	No.:			
18	Provision for verification of medicals conducted outside the CDC Wellness centre at cost of R140.75	No.:			
19	Allow for Exit medical examinations	No.:			
HEALTH AND SAFETY EDUCATION					
20	Allow for HIV/AIDS awareness and Implementation business, including STI and TB	item			
21	Allow for all compulsory health, safety and environmental awareness programme (e.g. Inductions, toolbox Talks, Safety Promotions, SHE related training, etc.)	Months	36		

ENVIRONMENTAL					
22	Provide for the adequate and safe collection and disposal of waste material from site by an approved method.	Months	36		
COMPULSORY BREAKDOWN FOR THE ADJUSTMENT OF PRELIMINARIES					
23	Value Related	Item			
24	Fixed Value Related	Item			
25	Time Related	Item			
TOTAL					



**AGREEMENT FOR PROVISION OF GOODS AND
SERVICES**

Entered into by and between

**COEGA DEVELOPMENT CORPORATION
(PTY) LTD
Registration No.: 1982/003891/07
("the Client")**

And

(" service provider")

SCHEDULE		
1.	Service Provider	
2.	Contract Name / Goods / Services	Provision For Security Manned Guarding And Security Technical Services For Coega Sez And Non Sez Business
3.	Contract Number	
4.	Initial Period of Agreement	
5.	Extension Period available	
6.	Period for Payment by Client	
7.	Place for Delivery of Invoices	
8.	Place of Payment	
9.	Default Interest Rate	
10.	Penalties for late or non-delivery by Service Provider	
11.	Service Provider representative's contact details for purposes of this Agreement	
12.	Client representative's contact details for purposes of this Agreement	
13.	Service Provider's Address for Legal Processes	
14.	Client's Address for Legal Processes	<p>Attention: Contracts Manager</p> <p>Physical Address: Coega Development Corporation (Pty) Ltd, Coega Business Centre, Corner Alcyon Road & Zibuko Street, Zone 1, Coega IDZ, Port Elizabeth, 6001</p>

		<p>Postal Address: Private Bag x6009, Port Elizabeth</p> <p>Fax: +27 (0) 41 403 0401</p>
15.	Dispute Resolution Body	<p>Association of Arbitrators (Southern Africa)</p> <p>Physical Address: 3rd Floor, Sandown House Norwich Close (off 5th Street), Sandown, Johannesburg, 2196</p> <p>Phone: +27 11 884 9164</p> <p>Fax: +27 11 884 9167</p> <p>Email: june@arbitrators.co.za</p>
16.	Annexures forming part of Agreement	<p>Annexure “A” – General Terms and Conditions for the Provision of Goods and Services</p> <p>Annexure “B” –Service Credits</p> <p>Annexure “C” –Specification of Posts</p> <p>Annexure “D” – Penalties</p> <p>Annexure “E” – Service Provider’s KPAs and KPIs.</p>

SIGNED on behalf of **the Client** at:

_____ on the ____ day of _____ 20_____ in the presence of
the undersigned witnesses:

AS WITNESSES:

1. _____

Name:

For: **COEGA DEVELOPMENT CORPORATION (PTY) LTD**

2. _____

Name:

Name:

Designation: Acting Executive Manager

duly authorised hereto



SIGNED on behalf of **the Service Provider** at:

_____ on the ____ day of _____ **20**____ in the presence of the undersigned witnesses:

AS WITNESSES:

1. _____

for:

Name:

2. _____

Name:

Name:

ANNEXURE A

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

1 DEFINITIONS

- 1.1. Unless inconsistent with the context, in this Agreement the following words shall have the meanings assigned to them below:
- 1.1.1. “**AFSA**” shall mean the Arbitration Foundation of Southern Africa
 - 1.1.2. “**Agents**” means directors, employees, officers, Professional Advisors, contractors;
 - 1.1.3. “**Agreement**” means the Schedule and all annexures thereto including these general terms and conditions for the provision of goods and services, as amended from time to time;
 - 1.1.4. “**Business Day**” means any day other than a Saturday, Sunday or official public holiday in South Africa;
 - 1.1.5. “**Calendar Days**” means any day of the week including weekends and public holidays;
 - 1.1.6. “**CDC Clients**” means third parties who have contracted the CDC to undertake one or more services;
 - 1.1.7. “**Client**” means Coega Development Corporation (Pty) Ltd (Registration number: 1982/003891/07), a private company duly established and incorporated in terms of the company laws of the Republic of South Africa, the principal place of business being Coega IDZ Business Centre, Corner Alcyon Road & Zibuko Street, Zone 1, Coega IDZ, Port Elizabeth;
 - 1.1.8. “**Commencement Date**” means the date stipulated in *item 4 of the Schedule*, being the date on which this Agreement becomes of full force and effect;
 - 1.1.9. “**Confidential Information**” means:
 - 1.1.9.1. the terms of this Agreement;
 - 1.1.9.2. any Information:
 - 1.1.9.2.1. which is a trade secret or proprietary in nature used in relation to the technology, business, marketing products, processes, services or operations of a Party;
 - 1.1.9.2.2. of a trade, commercial, financial and managerial information nature;
 - 1.1.9.2.3. acquired by either Party solely as a result of, or for purpose of providing the Services;
 - 1.1.9.3. any Information designated as confidential by either Party;
 - 1.1.9.4. any Intellectual Property; and
 - 1.1.9.5. any Work;
 - 1.1.10. “**Data Subject**” means the person to whom Personal Information relates;
 - 1.1.11. “**Default Interest Rate**” means the rate of interest at which all overdue amounts payable by the Client in terms of this Agreement will attract interest;
 - 1.1.12. “**Deliverable**” refers to anything in writing or otherwise tangible (whether in hard copy or electronic format) created or prepared by the Service Provider as part of the Work;
 - 1.1.13. “**Delivery**” means delivery in compliance of the conditions of this Agreement;
 - 1.1.14. “**Discloser**” means the Party disclosing or granting access to Information;
 - 1.1.15. “**Extension Period**” means any period of applicability of the Agreement, as agreed by the Parties, beyond the Initial Period;

- 1.1.16. **“Fees”** means the fees charged by the Service Provider for the Services as set out in this Agreement;
- 1.1.17. **“Goods”** means the product or materials that the Service Provider is required to supply to the Client under this Agreement either in response to a Purchase Order or RFQ or other document issued by the Client;
- 1.1.18. **“Information”** means any information which as generally understood, source codes, reports, notes, working papers, emails, designs, techniques, models, templates, generalized features of the structure, sequence and organization of software, user interfaces, screen designs, methodologies, presentations, spreadsheets, materials, data, technologies, programmes, processes, records, whether in hard copy or electronic format;
- 1.1.19. **“Initial Period”** means the period indicated in *item 4 of the Schedule*, being the period of the Agreement prior to any extension or renewal of the Agreement;
- 1.1.20. **“Intellectual Property”** means any and all information of a proprietary nature in relation to the technology, business, processes, services or operations of a Party, including any patent, trademark, logo or design, which has been registered or is capable of being registered in any national intellectual property office or association, as well as any copyrightable works, trade secrets and know-how;
- 1.1.21. **“Parties”** means the Client and the Service Provider collectively, and **“Party”** shall refer to either of them as the context indicates;
- 1.1.22. **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to: -
- 1.1.22.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 1.1.22.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 1.1.22.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 1.1.22.4. the biometric information of the person;
 - 1.1.22.5. the personal opinions, views or preferences of the person;
 - 1.1.22.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 1.1.22.7. the views or opinions of another individual about the person; and
 - 1.1.22.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 1.1.23. **“Place of Payment”** means the account into which the Client shall make payments to the Service Provider in terms of this Agreement;
- 1.1.24. **“Price”** means the price payable by the Client to the Service Provider for the Delivery of the Goods in terms of this Agreement;
- 1.1.25. **“Professional Advisors”** means a Parties’ appointed attorneys, auditors and other professionally registered advisors from time to time;
- 1.1.26. **“POPI Act”** means the Protection of Personal Information Act, 4 of 2013;
- 1.1.27. **“PPPFA Regulations”** means the regulations issued in terms of the Preferential

Procurement Policy Framework Act, 5 of 2000;

- 1.1.28. "**Purchase Order**" or "**Request to Purchase**" means the purchase order or request to purchase document issued by the Client to the Service Provider, either with or after an RFQ or RFP, for placing an order with the Service Provider for the Goods and/or Services and which may contain details on Price or Fees and Specifications;
- 1.1.29. "**Receiver**" means the Party receiving, or to whom Information is disclosed;
- 1.1.30. "**RFQ**" means a request for quotation as dispatched by the Client to the Service Provider prior to the conclusion of this Agreement;
- 1.1.31. "**RFP**" means a request for proposal which is a formal document issued by the Client requesting a proposal from the Service Provider prior to the conclusion of the Agreement;
- 1.1.32. "**Services**" means the services to be provided by the Service Provider to the Client in terms of this Agreement, as will be set out in accordance with annexures;
- 1.1.33. "**Service Provider**" means Silver Solutions, a company duly incorporated in terms of the laws of the Republic of South Africa with a registered address;
- 1.1.34. "**SEZ**" means Coega Special Economic Zone
- 1.1.35. "**Signature Date**" means the date of signature of this Agreement by the Party signing last in time;
- 1.1.36. "**Site**" shall mean CDC facilities within the Nelson Mandela Bay Metro.
- 1.1.37. "**Specifications**" means the information regarding the Services which fully describes certain minimum standards and requirements regarding the Services;
- 1.1.38. "**South Africa**" means the Republic of South Africa as defined in the Constitution of the Republic of South Africa Act No. 108 of 1996;
- "**SLA**" shall mean the service level agreement entered into with the service provider;
- 1.1.39. "**VAT**" means value added tax as per the Value-Added Tax Act, 89 of 1991 (as amended) or any similar tax which is imposed in place of or in addition to such tax;
- 1.1.40. "**Work**" means the work that the Service Provider performs, creates or prepares either alone, with the support of any sub-contractors or with the Client in rendering the Services, which work includes Deliverables, output, processes, procedures, investigations, notes, working papers, recordings, models, advice, findings or recommendations, whether in draft or final form, in writing or orally.

2 INTERPRETATIONS

- 2.1. The headings of clauses in this Agreement are inserted for reference and convenience purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.2. Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include feminine gender and words importing persons shall include corporate persons.
- 2.3. Where a number of days is prescribed, it shall, unless otherwise indicated, consist only of all days within the week. Inclusively of the last day.
- 2.4. The rule of interpretation that the contract be interpreted against the Party responsible for the drafting or preparation of the contract shall not apply to this Agreement.
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6. Where a date and day of the week are indicated, if there is any conflict between the two, the date shall prevail.

- 2.7. The use of the words “includes” or “including” followed by a specific example(s) shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example(s).
- 2.8. Any reference to legislation is to such legislation as at the Signature Date and as amended or re-enacted from time to time.

3 APPOINTMENT

- 3.1. The Client appoints the Service Provider to render Services to the Client in accordance with the provisions of this Agreement.
- 3.2. The Service Provider accepts such appointment thereby binding itself to the Client and undertakes to render Services in accordance with the terms and conditions of this Agreement.
- 3.3. The Service Provider represents itself as having the necessary resources, expertise, staff, products, services and skill, technical knowledge and experience to fully meet the requirements of the Client in relation to the Services.
- 3.4. The contract number assigned by the Client to this Agreement is as set out in *item 3 of the Schedule* and shall be quoted by the Service Provider in all correspondence with the Client in respect of this Agreement.

4 BASIS OF APPOINTMENT

- 4.1. The relationship between the Parties shall be one of good faith and each Party therefore undertakes to observe good faith towards the other, and to act reasonably with respect to matters that relate to this Agreement.
- 4.2. The Parties acknowledge that neither shall have any right, at any time during the period of this Agreement to represent itself as the other Party nor to pledge its credit nor to enter into any contracts or undertakings nor to give any warranties nor to make any representations whatsoever which may, in any way, be binding upon the other Party without such Party's written consent.

5 DURATION

- 5.1. This Agreement shall, notwithstanding the Signature Date, become effective on the Commencement Date and endure for the Initial Period indicated in *item 4 of the Schedule*, subject to terms and conditions of this Agreement dealing with termination.
- 5.2. Notwithstanding the above, this Agreement shall be applicable in respect of any Services rendered by the Service Provider prior to the Signature Date or Commencement Date hereof.
- 5.3. The Parties may, by mutual agreement, extend the term of this Agreement for a further period not exceeding that indicated in *item 5 of the Schedule*. The Party wishing to extend the term of this Agreement (“*Notifying Party*”) shall give written notice to the other Party (“*Receiving Party*”) to this effect. If the Receiving Party, upon receipt of the written notice from the Notifying Party, notifies the Notifying Party in writing that it consents to the extension of the term of this Agreement, this Agreement will be extended for a further period as agreed. No extension shall be valid unless it is reduced into writing and signed by the Parties.

6 SCOPE OF WORK

The Service Providers scope of works deliverables are elucidated below but not limited to: -

- 6.1. From the commencement date of this agreement, the Service Provider shall render security guarding services and related services as determined from time to time by the CDC.
- 6.2. The Service Providers general duties shall include the following:
- 6.2.1. Always act in the best interest of the Client;
 - 6.2.2. Prevent and curtail crime on site;
 - 6.2.3. To arrest trespassers;
 - 6.2.4. To report and keep **occurrence registers** up to date as provided for herein;
 - 6.2.5. To participate in and contribute within local security forums, in order to add value from a security perspective;
 - 6.2.6. To perform specific duties with respect to the Site as set out in the operating manuals;
 - 6.2.7. To submit a signed job description for each post within fourteen (14) days of commencement of the Service;
 - 6.2.8. To submit to the Client a **set of risk assessments for all sites within sixty (60) days** of commencement of the Service;
 - 6.2.9. To generate and submit a monthly evaluation report;
 - 6.2.10. To attend a formal monthly meeting with the Client, where the monthly Evaluation Report will be discussed. The Client reserves the right to daily meeting with the Client's representative and the Service Provider's representative as well;
 - 6.2.11. To maintain a register of all Guards and other staff of the Service Provider who work on CDC Sites reflecting full name, photograph, identity numbers, PSIRA number, fingerprints and information obtained inter alia the SA Criminal Bureau. The onus will be on the Service Provider to ensure proper and correct screening of their staff prior to deployment at the Site. The above register shall always be kept up to date and presented to the Client on request. **This report will form part of the risk mitigation measures and shall be audited by the client quarterly;**
 - 6.2.12. To inspect all Guards thoroughly at the beginning of the shift to ensure that only sober, fully equipped, neatly dressed and competent Guards are posted for duty;
 - 6.2.13. To seek the Client's approval for the stationing of each Guard on Site and to physically introduce all security Guard to the Clients' representative before they are placed on Site; and
 - 6.2.14. To where specifically requested, engage and manage where necessary third party service providers. The terms of which would be governed by an addendum that would be attached to this SLA;
- 6.3. Specific duties in respect of Services to be rendered at the Site (including hours of duty) are set out in the SLA. Such specific duties are supplementary to other duties mentioned herein. The Client reserves the right to add and delete security related duties to and from the Agreement as and when required.

7 QUALITY OF SERVICES

- 7.1. All Services shall be as per operational manuals and executed in a competent, expert and responsible way by trained and competent Guards employed by the Client under his or her supervision.
- 7.2. In order to determine the quality of services rendered by the Service Provider the Client shall implement a performance assessment system that will report on a monthly basis on the quality of the Service provided on Site. This performance assessment report shall form part of the monthly report and shall include but not limited to the following activities:-
- 7.2.1. Reporting for duty – an understanding of the pattern of late coming for Guards;
 - 7.2.2. Reporting off duty – to ensure posts are not vacated prior to shift change;
 - 7.2.3. Short postings – All posts to be fully manned each shift as per requirements of this agreement;
 - 7.2.4. Correct turn out – All Guards to be full dressed in the approved uniform prior to being posted;
 - 7.2.5. Site or Post registers to be maintained in good order as per agreement of this SLA;
 - 7.2.6. Achievements of targets and management of site will be measured against targets set by the Client.

7.2.7. All the above items will be consolidated into a Daily Report.

- 7.3. Should the Service Provider, at the sole discretion of the Client fail to render the quality of Services as noted in 7.2 above at the Site or a Guard commits one of the offences or transgressions as noted in this SLA or any serious offence, taking into consideration the remedies available to the Service Provider for the occurrence, the Client shall be entitled to:
- 7.3.1. Instruct the Service Provider to remove the Guard concerned from Site immediately;
 - 7.3.2. Confirm in writing to the Service Provider within 24 hours of the incident the expected remedies. Should the Service Provider fail to remedy the situation within a reasonable time after receipt of the communication, the Client reserves the right to TERMINATE the service of the Service Provider summarily on Site.
 - 7.3.3. Claim from the Service Provider will be calculated using infractions and penalties guidelines listed within the SLA. This remedy shall be in addition to the Clients' general claim for damages and any other remedy available in terms of this agreement and in accordance to the law.
- 7.4. The Service Provider is obliged to render assistance with **any investigation** into an incidence resulting into a security breach.
- 7.5. The Service Provider shall ensure that the Guards **are inducted** at every site and before deployment that the Guards are familiarize themselves with the Site, to provided and specially to note potential risks.
- 7.6. The Service Provider shall maintain **a risk register** which shall be incorporated into the monthly report.
- 7.7. Guards dress and equipment for the various categories of Service and jobs shall be as per SLA having been mutually agreed to by the Client and the Service Provider by taking inter alia weather and post conditions into consideration.
- 7.8. Guards shall always be neatly dressed and be equipped with the equipment agreed upon.
- 7.9. Guard shall at all times while on duty be in possession of an **SEZ identity card**, as well as the Service Provider identification card, with photograph and PSIRA registration number.

8 SPECIFICATIONS AND METHOD OF SERVICE DELIVERY

Every deployed patrol or reaction vehicle shall patrol the designated area proactively in accordance with an approved procedure. **The Service Provider will deliver a reaction service in line with the South African Intruder Detection Service Association (SAIDSA)** , with a minimum reaction time of five (5) minutes within the core developed area of the SEZ, ten (10) minutes to the Vulindlela Accommodation and Conference Centre and twenty (20) to the Nelson Mandela Logistics Park.

8.1. Security Guards are to: -

- 8.1.1. To act as a sentry or watch and guide for the area within their responsibility.
- 8.1.2 To ensure that people and vehicles entering the SEZ and CDC facilities are checked and their details recorded in accordance to the **site procedures and manuals**.
- 8.1.3. Ensure that all visitors to the SEZ and CDC facilities are guided in accordance to the site manuals.
- 8.1.4. To protect all property within the sites, ensuring a smooth in flow and out flow of goods and that they are accompanied by the relevant authorisation forms if property is removed from the buildings.
- 8.1.5. To ensure that all **doors and windows** are closed after hours and all locks locked.
- 8.1.6. To ensure that all dripping taps are closed and all **lights are switched off** after hours when

they are no longer in use.

8.1.7.To regulate parking, ensuring that visitors are at all times aware of where they should and should not be parking.

8.1.8.To report to the Site Senior, Supervisor and Security Manager in case of incident or theft.

8.1.9.To ensure the safety of original or duplicate keys of various areas within his or her jurisdiction and that they are kept safely.

8.1.10.To patrol the site as per site manual and ensure that the log book is **updated hourly**.

8.1.11.The Security Guard **shall not leave his or her post unattended** without permission.

8.1.12.The Security Guards shall also assist to eliminate or control fire hazards in case of an emergency.

8.1.13.If any area is left unlocked due to maintenance or repairs taking place then the area is kept guarded until the arrival of a replacement lock.

8.1.14.That the Security Guard abides by any responsibility given to him or her by the Site Senior, Supervisor, Contract Manager, Security Manager or Head of Security.

8.2. The Site Senior

8.2.1. Will take roll-call of all security guards on shift at the assigned sites.

8.2.2. Will ensure that Security Guards are appropriately dressed, well groomed, and on time.

8.2.3.Will report any incident immediately to the Supervisor, Contract Manager or Security Manager.

8.2.4. Any act of ill discipline, slackness on the part of the staff shall be reported to the Supervisor or Contract Manager and the appropriate action taken. Feedback to be given to the CDC Security Manager.

8.2.5. Will make adjustment of duties when there are people not on duty, as required.

8.2.6. Will report any insubordination on site to the Supervisor.

8.2.7. Will report daily to the CDC Facilities Manager responsible for the site.

8.2.8. Will carry out any other duties assigned to him or her by the CDC Facilities Manager.

8.3. The Supervisor

8.3.1. Will take roll-call of all security guards on shift at the parade.

8.3.2. Will ensure security guards are well groomed and on time.

8.3.3. Will make routine checks on sites and ensure that all staff are conducting themselves in accordance to the site manuals and procedures.

8.3.4. Will make adjustments to the duty roster as and when required without compromising the service level agreement.

8.3.5. Any act of slackness and ill discipline will be reported to the Contract Manager and the appropriate action taken.

8.3.6. Will carry out any other responsibilities as assigned by the Contract Manager, Security Manager and Head of Security.

8.4. Reaction Team

The Reaction Team is there to provide 24 hours, armed response, a tactical approach that would minimise the risk of loss, injury or damage caused by burglary or attack. The Reaction Team will

adhere to the SAIDSA bylaw 3, the Control of Firearms Act and the CDC Emergency Procedures.

The first vehicle to patrol Zones one (1), two (2), Village and Logistics Park. The second vehicle to patrol zones three (3) to fourteen (14). Two Grade C armed Security Officers 24 hours seven days a week inclusive of public holidays.

A reaction officer must at all times be equipped with the appropriate safety equipment which are the following and not limited to the list:-

- Two way radio
- Radio microphone and ear piece
- Torch
- Watch
- Pocket book
- Handcuffs
- Bullet resistant vest
- Raincoat
- Pepper spray
- Firearm
- Firearm permit
- Firearm competency certificate

The vehicles must be equipped with the following:-

- Two way radio
- Vehicle tracking device
- SABS approved fire extinguishers
- Emergency or danger tape
- 6 x traffic cones
- First aid kit
- Emergency roof light
- Spot light
- Panic button
- Emergency reflective triangles
- Reflective jackets

Site patrols for the reaction team will be governed by a procedure that will be approved by the CDC Security Manager.

9 POSTING REQUIREMENTS

The Client reserves the right to amend the number of postings in accordance to the growth requirements for the sites within the NMBM. This will be done by amending the number of posts in Annexure A to be aligned with prevailing requirements.

10 REPORTING AND OCCURANCE REGISTERS

10.1. The Service Provider will report any irregularity at the Site immediately to an authorised representative of the Client, "irregularity shall include inter alia, visible breakage, unauthorised entry to the Site (or attempted threats), any unlocked or open doors or windows of the Site outside of normal business hours and any suspicious occurrences risk or crime at the Site.

10.2. The Service Provider shall submit a monthly report to the Client by the **7th day** of the following

month as per agreed format. The format shall at the minimum reflect the following:-

- 10.2.1 Report progress on all special tasks assigned by the Client;
- 10.2.2. Statistics on the number and costs of permanent and temporary Guards at the Site;
- 10.2.3. Report on the investigation, suggestions and report-back where an escalation of occurrences with a security risk occurs;
- 10.2.4. Number of responses and details of all alarms generated at the individual facilities;
- 10.2.5. Report on the Site where the Service is rendered, in the following categories:
 - 10.2.5.1 Facilities where there are problems requiring urgent attention.
 - 10.2.5.2 Facilities where problems are experienced which are not urgent enough to demand immediate attention but which may pose a future security risk
- 10.2.6. Any additional information required by the Client from time to time.

10.3. THE FOLLOWING SHALL BE COMPLIED WITH IN RESPECT OF OCCURRENCES REGISTERS:

- 10.3.1 The Service Providers undertakes to have a post specific occurrence register approved by the Client. It would be completed in an orderly, neat manner and to see to it that the Guards make timely entries in it of occurrences that may reasonably be connected with or related to the responsibilities of the Client.
- 10.3.2. Entries shall be made in legible handwriting using English and must be permanent ink. Corrections must be made in such a manner that they remain on the register and signed appropriately by the representative of the Service Provider.
- 10.3.3. The occurrence registers shall be kept up-to-date on the Site and safeguarded for a minimum period of three (3), years and shall be available to the Client at all times.

11 GUARDS QUALIFICATION

The Client and Service Provider hereby agree that the Guards:-

- 11.1. Shall be South African citizens and legally employed by the Service Provider.
- 11.2. Shall be registered and accredited with PSIRA.
- 11.3. Shall be medically, physically and mentally suitable to meet the demands of the job to be filled.
Service provider to supply the client with annual medical certificates for all guards on site.
- 11.4. The Client reserves the right to amend the requirements in this clause as and when deemed necessary.

12 RENDERING OF SECURITY SERVICE

- 12.1. The client expects the service provider to implement workshifts, which must commence as follows: - Dayshift (06:00 to 18:00) and nightshift (18:00 to 06:00); Mondays to Sundays and public holidays.
- 12.2 The client further expects a 24 hours' supervision on site by the service provider.

13 TOOLS OF TRADE

13.1. The client requires the service provider to utilize following tools of trade each security officer: -

- (a) Uniform;
- (b) Pocket books; and
- (c) Hand radio
- (d) Handcuffs
- (e) Baton/tonfa
- (f) Uniform
- (g) Torch
- (h) Pepper spray
- (i) Occurrence Book (OB)
- (j) Access Control Registers
- (k) Materials Release Registers
- (l) Supervisor Visit Registers
- (m) Pocket Books

14 QUALITY MEASUREMENT

14.1. The Service Provider shall implement all necessary quality controls, which will include parades, supervisory and site visits to ensure that the services meet the agreed Specifications.

14.2. The client's Security Manager will monitor the quality of the rendered services through Parade and Site visits. The absence of crime incidents will be viewed as the total measure of the quality of services rendered.

15 REMUNERATION

15.1. From the commencement of this agreement the remuneration structure shall be as per specifications in Annexure A

15.2. The Client undertakes to pay the Service Provider within 30 days of the invoice.

15.3. Payments in terms hereof shall be deposited directly into the bank account nominated by the Client.

15.4. The Service Provider shall have the right to have a price adjustment once a year on the labour portion of the service, in accordance to the PSIRA sectorial determination.

15.5. The Service Provider shall remunerate its employees in accordance to the PSIRA sectorial determination.

15.6. It is specifically agreed that the Service Provider Shall not do anything that can prejudice undermine or damage another security Service Provider's image.

16 PAYMENT FOR SERVICES

16.1. The Price Fees payable by the Client to the Service Provider for the Services shall be as set out in accepted quotation, as supplied by the service provider and shall be paid within the period indicated in *item 6 of the Schedule* from date of receipt of the correct invoice by the Client. The Client has to ensure that the invoice is supported by appropriate back up information such as but not limited to:

- 16.1.1. Deployment register per shift
- 16.1.2. Deployment sheets per shift
- 16.1.3. Timesheet per Officer
- 16.1.4. Monthly Report

16.2. The Client shall make all payments in terms of this Agreement into the Place of Payment as set out in *item 8 of the Schedule*.

- 16.3. The Client shall be liable for interest at the Default Interest Rate indicated in *item 9 of the Schedule* calculated from due date of any invoice to which the late payment relates to the actual date of payment in full.
- 16.4. Should the Client dispute any invoice submitted by the Service Provider, the Client must notify the Service Provider of the disputed amount or invoice and the reasons for the dispute within seven (7) days of receipt of the disputed invoice, failing which the Client shall be deemed to have accepted the invoice as correct, due and payable as from the date of receipt.
- 16.5. Where the Client rejects an invoice as incorrect for not complying with the terms of this Agreement, the Service Provider shall revise the invoice and resubmit the correct invoice.
- 16.6. Should the Service Provider fail to revise the disputed invoice, the Client shall be entitled to withhold payment with reasons in respect of such invoice, provided that the Client shall be liable to pay interest at the Default Interest Rate on any overdue disputed amount which is finally determined in favour of the Service Provider.
- 16.7. If the Client reserves the right to withhold payment if there are any documents that are due to the client in terms of this service agreement that have not been met.
- 16.8. Whenever any sum of money is due and payable by the Service Provider to the Client, that sum may be deducted by the Client from any sum then due, or which at any time thereafter may become due, to the Service Provider by the Client, whether under this Agreement or any other agreements between the Client and the Service Provider.

17 OBLIGATIONS OF THE SERVICE PROVIDER

17.1. The Service Provider:

- 17.1.1. shall perform the Services in accordance with the terms as set out in this Agreement;
- 17.1.2. designate an official or individual to be the Service Provider's representative and liaison person between the Client and the Service Provider in respect of this Agreement;
- 17.1.3. undertakes to exercise reasonable skill, care and diligence in the performance of its duties hereunder with regard to delivery of the Services;
- 17.1.4. maintain records full and proper records of all Services provided to the Client in terms of this Agreement for a period of five (5) years;

18 OBLIGATIONS OF THE CLIENT

18.1. The Client shall:

- 18.1.1. comply with its obligations in terms of this Agreement;
- 18.1.2. designate an official or individual to be the Client's representative and liaison person between the Client and the Service Provider in respect of this Agreement; and
- 18.1.3. Make available to the Service Provider, all resources and equipment agreed for the Service Provider to provide the Services.

19 VARIATION OF SERVICES

- 19.1. The Client shall be entitled to vary the scope of the Services to be rendered from time to time, provided that each such variation shall be in keeping with the original objective of this Agreement. Notice of each variation, accompanied by such change in the Specifications as may be reasonably required in relation thereto, shall be given by the Client to the Service Provider within a reasonable period of time before the variation is required to be implemented or as may otherwise be mutually agreed between the Parties in writing.

- 19.2. The Service Provider will, prior to the performance of any variation, deliver to the Client a detailed proposal and calculation setting out in sufficient detail the activities to be undertaken by the Service Provider, the costs and fees to be charged in respect of such activities and the time which each of the activities will take to complete.
- 19.3. Upon receipt of the previously mentioned proposal, the Client shall, within a reasonable time of receipt of the proposal advise the Service Provider whether it agrees with the proposal in its entirety or whether it requires any changes to the proposal.
- 19.4. Should the Client advise in writing that it agrees with the proposal, the proposal will be incorporated into this Agreement as an annexure and govern the activities, timelines, costs, and fees with respect to the varied services.
- 19.5. Should the Parties fail to agree in writing to any aspect of any proposal or counter proposal, the Service Provider shall not be obliged to undertake such services.
- 19.6. The Client shall not be liable to pay for any Work in respect of varied services undertaken by the Service Provider unless such Work has, prior to the commencement thereof, been agreed to in writing by the Client's representative in respect of its scope, timelines, fees and costs thereof.

20 REPRESENTATIVES FOR THIS AGREEMENT

- 20.1. The Parties' representatives for the purpose of the implementation of this Agreement shall be the individuals identified by them in items 12(*Service Provider*) and 13(*Client*) of the Schedule.

21 SERVICE LEVELS AND PERFORMANCE REVIEW

- 21.1. The Parties shall agree on service levels by which the Service Provider's performance, in terms of this Agreement, is to be monitored and measured and which will form part of this Agreement.
- 21.2. The Service Provider shall report on its performance against the service levels to the Client on a monthly basis, as indicated by the Client.
- 21.3. If the Service Provider fails to meet any of the agreed service levels, the Service Provider shall:
- 21.3.1. investigate and report the root cause for the failure;
 - 21.3.2. advise the Client of the status of remedial efforts being taken with respect to such problems; and
 - 21.3.3. take preventative appropriate measures so that the problem does not reoccur.
- 21.4. In the event of the Service Provider's failure to meet the agreed service levels, the Client shall have the right to recover, in accordance with this Agreement, damages incurred by the Client, or to seek other remedies to which it may be entitled, as a result of such failure.
- 21.5. Where the Service Provider's Services extend to the SEZ tenants and/or CDC Clients, the review of the Service Provider's performance shall extend to those Services which are provided to such SEZ tenants and/or the Client's clients. The Parties shall jointly review the Service Provider's performance with the SEZ tenants and/or the Client's clients as part of the performance monthly or quarterly review.
- 21.6. The Service Provider shall be excused from failing to meet any service levels to the extent that the Service Provider is able to reasonably demonstrate that such non-performance or delayed performance is caused by:
- 21.6.1. the Client's acts, errors, omissions, or breaches of this Agreement, including, without limitation, any failure due to incorrect data and/or Information provided by the Client;
 - 21.6.2. infringements of third party proprietary rights by the Client;
 - 21.6.3. willful misconduct or violations of the law by the Client;

- 21.6.4. a *Force Majeure* Event;
- 21.6.5. variation to the Services as a result of requests from the Client but which the Service Provider demonstrates are not supportable within the service levels under this Agreement; and
- 21.6.6. any failures or defects in software or hardware which is not under the control of the Service Provider;
- 21.7. The Parties will jointly review the service levels on a quarterly basis and mutually agree upon adjustment of any service level to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services.

22 SERVICE MANAGEMENT INTERFACES

- 22.1. The Client may from time to time appoint other service providers in order to provide other services which may either directly or indirectly affect those provided by the Service Provider in terms of this Agreement.
- 22.2. Where the Client has contracted other service providers in this manner, the Client shall inform the Service Provider of such services and the Parties shall assess the extent to which the third party services interact with those of the Service Provider.
- 22.3. The Parties shall furthermore identify any dependencies between the Service Provider's Services and the third party services and these must be factored in when determining the service levels to which the Service Provider is required to abide by in terms of this Agreement.

23 PERFORMANCE SECURITY

- 23.1. Where, as stipulated in the Request for Proposal (RFQ), the Service Provider was required to provide security for its performance, it shall do so in accordance within the period stipulated in the RFQ. The Service Provider shall furnish the Client with the performance security of the amount specified in *item 10 of the Schedule*.
- 23.2. The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Service Provider's failure to complete its obligations under this Agreement.
- 23.3. The performance security shall be in the form of a bank guarantee issued by a reputable bank located in South Africa, subject to agreement by the Client of its wording prior to its final issue.
- 23.4. The performance security will be discharged by the Client and returned to the Service Provider not later than thirty (30) days following the date of completion or termination of the Service Provider's obligations under the Agreement.

24 DELAY PENALTIES

- 24.1. In the event of delays in performance or delivery arising from negligence or non-conformance of the Service Provider with the terms of this Agreement, the Client shall be entitled to claim penalties from the Service Provider as indicated in *item 11 of the Schedule*.

25 CONFIDENTIALITY AND NON-DISCLOSURE

- 25.1. The Parties acknowledge that they may in the course of this Agreement obtain Information with regards to the business of the other which is of a confidential nature and accordingly undertake that, both during and after the period of this Agreement, they will treat all Information received as being strictly confidential and will not disclose any of such Information to any third party save and

except for disclosures:

25.1.1. to such of its employees and other persons to whom such Information must be disclosed for purposes reasonably connected with the Services; and/or

25.1.2. as may be required by law; and/or

25.1.3. as may be required to enable them to comply with the provisions of any law affecting any activities hereunder;

Provided always that any person to whom any disclosure of the previously mentioned nature is made shall, wherever reasonably practicable, be bound, before any such disclosure is made, by an obligation of confidentiality of the same nature as that provided for in this clause.

25.2. The Receiver undertakes:

25.2.1. not to divulge or disclose to any third party in any form or manner whatsoever, either directly or indirectly, any confidential information of the Discloser without the consent of the Discloser;

25.2.2. not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use or exploit, permit the use of, or in any manner whatsoever apply the Confidential Information for its own benefit or the benefit of any other person or for any purpose whatsoever other than in accordance with the provisions of this Agreement;

25.2.3. to take all reasonable steps to assist the Discloser to regain possession of the Confidential Information or to prevent its further unauthorized use;

25.2.4. that all Confidential Information is and shall remain the property of the Discloser and that disclosure therefore does not grant the Receiver any express or implied license to use such Confidential Information or right other than as provided for in this Agreement.

25.3. The obligations of confidentiality set out in this clause 25 shall not extend to Information which-

25.3.1. is publicly known at the time of disclosure;

25.3.2. after disclosure, becomes publicly known, other than as a result of a breach of this Agreement;

25.3.3. a Party can show was known to it prior to its disclosure to it;

25.3.4. the Party can show was developed independently by any of its employees, affiliates, or by third parties at a time when they were not aware of the content of the Information disclosed to the other;

25.3.5. the Party can show was made available to it by a third party who had a right to make such disclosure and who shall not have imposed upon it any obligation of confidentiality or restricted use in respect thereof;

25.3.6. The Discloser approves in writing before release.

25.4. The Client may disclose in whole any product of the Services to its Professional Advisors for the purposes of the Client seeking advice in relation to the Services provided that when doing so the Client informs them that:

25.4.1. disclosure by them (save for their own internal purposes) is not permitted without the Service Provider's prior written consent, and

25.4.2. The Service Provider accepts no responsibility or liability whatsoever and neither does the Service Provider owe any duty of care to them in connection with the Services.

25.5. The provisions of this confidentiality and non-disclosure clause 25 shall survive the termination of this Agreement for any reason and shall continue for a period of three (3) years beyond such termination.

26 PROTECTION OF PERSONAL INFORMATION

- 26.1. The contents of this clause 26 have been drawn in compliance with the provisions of the POPI Act and shall be applicable in the event of the Service Provider being exposed to, or accessing any Personal Information from the Information received by it from the Client.
- 26.2. In processing Personal Information, the Service Provider must:
- 26.2.1. process such information only with the knowledge or authorization of the Client; and
 - 26.2.2. Treat Personal Information, which comes to their knowledge as Confidential Information and must not disclose it, unless required by law or in the course of the proper performance of their duties.
- 26.3. The Service Provider shall not process the Personal Information for any purpose other than to provide the Services in terms of this Agreement.
- 26.4. The Service Provider shall notify the Client immediately where there are reasonable grounds to believe that the Personal Information of a Data Subject has been accessed or acquired by any unauthorized person.
- 26.5. Where the Service Provider is required to process any Personal Information on behalf of the Client, the Service Provider must secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable technical and organizational measures to prevent—
- 26.5.1. loss of, damage to or unauthorized destruction of Personal Information; and
 - 26.5.2. Unlawful access to or processing of Personal Information.
- 26.6. In order to give effect to the provisions of clause 26.5, the Service must take reasonable measures to—
- 26.6.1. identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control;
 - 26.6.2. establish and maintain appropriate safeguards against the risks identified;
 - 26.6.3. regularly verify that the safeguards are effectively implemented; and
 - 26.6.4. Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 26.7. The Service Provider must have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.
- 26.8. The Service Provider shall bind its Agents with appropriate confidentiality obligations in relation to any Personal Information.
- 26.9. At the end of this Agreement, the Service Provider shall return all Personal Information that it has to the Client. If the Client so directs, the Service Provider must destroy the Personal Information in the Service Provider's possession or control which the Service Provider obtained from the Client.

27 INFORMATION SECURITY

- 27.1. The Service Provider is to maintain safeguards against the destruction, loss or alteration of the

- Client's Information in the possession of the Service Provider which are consistent with those written procedures established and in use by the Client and advised to the Service Provider from time to time. To the extent that any such procedures have not been established or are not as stringent, the Service Provider will maintain safeguards that are no less rigorous than those maintained by the Service Provider for its own Information of a similar nature.
- 27.2. Without limiting the generality of the above:
- 27.2.1. The Service Provider and its Agents shall not attempt to access, or allow access to any of the Client's Information to which they are not entitled under this Agreement. If such access is attained, the Service Provider shall immediately report such incident to the Client, describe in detail any accessed Information and return to the Client any copied or removed Information.
- 27.2.2. The Service Provider shall institute sound systems security measures with respect to any shared processing environment to guard against, identify and promptly terminate the unauthorized access, alteration or destruction of software and the Client's Information.
- 27.3. In the event of any of the Service Provider's Agents having any access to the Client's telecommunications network and/or physical facilities or buildings, the Agents shall be bound by the Client's policies and procedures dealing with the viewing, usage, storage, security and exchange of Information, telecommunications and general access, as implemented from time to time. The Service Provider must request a copy of it from the Client.
- 27.4. Where the Services are in the nature of an outsourcing arrangement and require that any of the Service Provider's employees have access to the Client's telecommunications infrastructure network or other related facilities, the Service Provider shall, prior to such employees having access to the Client's network or facilities:
- 27.4.1. Ensure that a background check is conducted on such employees. The Service Provider shall be bound to inform the Client in the event of any results, which may pose a risk to the security of the Client. Insofar as such disclosure constitutes a confidential disclosure, the Client shall be bound by the same undertaking of confidentiality as set out in this Agreement relating to the treatment of Confidential Information and Personal Information;
- 27.4.2. Conclude a confidentiality agreement with such personnel, which is equivalent to the standard by the Service Provider, is bound in terms of this Agreement.
- 27.5. The Service Provider shall not disclose the Client's Information to a sub-contractor unless and until such sub-contractor has agreed in writing to protect such Information in a manner substantially equivalent to that required of the Service Provider under this Agreement, and then only as necessary for the sub-contractor to perform its obligations under the sub-contract.

28 FORCE MAJEURE

- 28.1. If any event or combination of events adversely affects the ability of either Party to perform their obligations under this Agreement, arises from, or is attributable to, acts or events beyond the reasonable control of the Party whose ability is so affected, then the provisions of this clause shall apply. Such events shall include, without derogating from the generality of the foregoing –
- 28.1.1. strikes, lockouts and other industrial action taken by the employees of a Party or of any third party (whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the employees or third party responsible for such action);
- 28.1.2. civil commotion, embargo, governmental legislation or regulation, terrorist attacks, riot, invasion, war (whether declared or not), the threat of, or preparation for, war.
- 28.1.3. Fire, explosion, acts of God, subsidence, epidemic or other natural physical disaster.
- 28.2. In the event that a Party is prevented or delayed in the performance of any of its obligations in terms of this Agreement as a result of an event of the nature referred to in clause 28.1, it shall:

28.2.1. immediately notify the other party of same, fully detailing the background to, and all relevant matters connected with, such event, together with such evidence thereof as it may reasonably be able to give and specifying the period for which such prevention or delay can reasonably be expected to continue; and

28.2.2. When it terminates, immediately give notice in writing thereof to the other Party.

28.3. If a Party has complied with its obligations in terms of this clause, it shall be excused from the performance of its obligations under this Agreement from the date of such notice until such event no longer pertains. However, should the period for which a Party has been excused as aforesaid exceed two (2) months, then the other Party shall be entitled to terminate this Agreement upon notice given to the excused Party to such effect.

28.4. Notwithstanding the existence of a force majeure event and/or termination of this Agreement as a result thereof, the Parties shall remain liable for their respective obligations which arose prior to such event, provided that where it cannot be ascertained when such event arose, the date of issue of the notice in terms of 28.2 by the affected Party shall be taken as the date of the force majeure event.

29 INTELLECTUAL PROPERTY

29.1. The Parties record that each Party has prior to the conclusion of this Agreement, created, acquired or otherwise obtained rights to its Intellectual Property. Each Party shall for the duration of this Agreement and thereafter retain the ownership of its own Intellectual Property.

29.2. Except where a license is expressly granted or where ownership is expressly transferred in writing, a Party shall acquire no right or interest in the Intellectual Property of the other Party.

29.3. The Client shall, upon payment of all monies due to the Service Provider, have right, title and ownership in any Intellectual Property Deliverable produced by the Service Provider pursuant to the Client's instructions in terms of this Agreement.

29.4. Any developments, modifications, improvements or enhancements to a Party's Intellectual Property arising from this Agreement will remain the property of that Party.

29.5. In the event of either Party requesting the use of the other Party's Intellectual Property outside the scope of this Agreement, this will be the subject of a separate agreement.

29.6. Each Party warrants that no aspect of its Intellectual Property lawfully utilized during this Agreement, will infringe the proprietary rights of any third party. In the event that the proprietary rights of any third party are infringed, the Party warranting ownership of or lawful rights to the Intellectual Property hereby indemnifies and shall hold harmless the other Party against any loss, claims, or expenses (including legal fees on the scale as between attorney and own client) from an aggrieved third party.

30 LIMITATION OF LIABILITY

30.1. Subject to clause 30.2, the total respective liability of the Parties in respect of a claim arising in terms of this Agreement (whether arising from negligence, breach of contract or otherwise howsoever) will be limited to twice the total Fees and/or Prices paid to the Service Provider in terms of this Agreement in the year immediately preceding that in which the event giving rise to the liability arises (or where such event arises in the first year of this Agreement, the actual total Fees and/or Prices paid together with the projected fees for the remainder of the first year).

30.2. Subject to clause 30.3, in no event shall either Party be liable to the other Party for indirect or consequential loss or damage, loss of profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.

30.3. Neither Party excludes or limits liability to the other Party for death, personal injury caused by its proven gross negligence and/or willful misconduct or that of its Agents, for fraud or theft by it or

its Agents.

- 30.4. Nothing in this clause 30 will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.
- 30.5. Neither Party shall bring any claim personally against any individual director or employee of the other contracting Party in respect of loss or damage suffered by such Party or by other beneficiaries arising out of or in connection with this Agreement.
- 30.6. Notwithstanding any other legal requirement, neither Party shall be liable to the other for any claims arising in terms of this Agreement, unless such claim is brought before the expiry of the period of three (3) years calculated from date of termination of this Agreement for any reason whatsoever. Notwithstanding, the period of liability for any latent defects in the Goods shall be five (5) years from date of delivery.

31 INSURANCE

- 31.1. The parties agree that the Service Provider shall maintain, for as long as this agreement is in place an insurance policy of five million rands (R 5 000 000), per incident or claim, covering the liability including public liability that may arise to the Service Provider as a result of this agreement.
- 31.2. That the Service Provider shall furnish monthly proof, as part of the monthly report that the insurance cover has been paid. The Client reserves the right to cancel this contract should the proof not be provided on time.
- 31.3. The Service Provider shall give the client thirty days (30), notice prior to cancelling the insurance cover, at which point the Client shall have the right to cancel this agreement.
- 31.4. The Service Provider must effect and maintain policies of insurance covering the Service Provider in respect of any claim arising from, or related to, the rendering of the service.

32 BREACH

- 32.1. The aggrieved Party shall deliver to the defaulting Party, a notice specifying the default event or events ("the specified default(s)") and demand that the specified default(s) be rectified within fourteen (14) days of delivery of the said notice in the following circumstances:
- 32.1.1. the Service Provider without reasonable cause, wholly or substantially suspends the provision of the Services as required in terms of this Agreement; or
- 32.1.2. the Service Provider fails to proceed regularly and diligently with its obligations under this Agreement; or
- 32.1.3. either Party fails to perform, keep, observe, meet or comply with any of the terms of this Agreement, where such failure has occurred persistently and which continues to occur or reoccur despite a breach notice, by the other to remedy the occurrence or reoccurrence; or
- 32.1.4. either Party abandons this Agreement or a material part of the Services without due cause; or
- 32.1.5. the Service Provider fails to perform, keep, observe, meet or comply with any of the terms of this Agreement where such failure has a material effect on the performance of the Services as a whole and such failure is an event which has occurred persistently or which, either by itself or in addition to other such failures, casts in the Client's reasonable opinion, serious doubt on the competence or suitability of the Service Provider to provide the Services which is required to be provided in terms of this Agreement; or
- 32.1.6. The Client fails to make payment of any non-disputed invoice issued by the Service Provider timeously.

32.2. If the defaulting Party continues with the specified default(s), then the aggrieved Party may, on the expiry of that fourteen (14) day period, by a further written notice delivered to the defaulting Party, immediately terminate this Agreement. Such termination shall take effect on the date of delivery or deemed delivery of such termination notice, and shall be without prejudice to any other rights which the aggrieved Party may then have.

32.3. Where the Agreement is for a period of three (3) months or less, then the notice of default may demand that the specified default be rectified within a period of five (5) days.

33 CANCELLATION OR TERMINATION OF THIS AGREEMENT

33.1. The aggrieved Party shall have the right, in addition to any other remedies provided for in this Agreement, to terminate this Agreement upon written notice to the other Party in the following circumstances:

33.1.1. either Party, being a company, is placed in liquidation (whether provisionally or finally) or business rescue; or

33.1.2. either Party commits an act of insolvency within the meaning of section 8 of the Insolvency Act, No 24 of 1936;

33.1.3. Either Party commits any other breach of the terms of this Agreement, which is incapable of being remedied.

33.2. Upon any termination pursuant hereto the Service Provider shall, at its cost, forthwith return to the Client any property in its possession which is owned or controlled by the Client and all records, including computer records, relating to the Services which may then be in its possession or under its control, save that the Service Provider may make and retain one copy of any material containing or relating to or pertaining to support any report, advice or opinion provided by the Service Provider to the Client.

33.3. Notwithstanding the above, either Party may terminate this Agreement by giving the other Party one (1) calendar months' written notice to that effect.

33.4. The expiration or termination of this Agreement shall not affect the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the provision or clauses of this Agreement themselves may not expressly provide for this.

34 DISPUTE RESOLUTION

34.1. The Parties agree that it is in their best interest to resolve any matters of disagreement amongst themselves before resorting to legal remedies.

34.2. Should any disagreement arise between them arising out of or concerning:

34.2.1. the conclusion or existence of;

34.2.2. the implementation of;

34.2.3. the interpretation or application of any of the provisions of;

34.2.4. any documents furnished by the Parties pursuant to the provisions of,

This Agreement, either Party may give notice to the other to resolve such disagreement.

Where such disagreement is not resolved within ten (10) days of receipt of such notice, it shall be deemed a dispute.

34.3. Should the Parties be fail to agree on the resolution of the dispute for whatever reason, the Service Provider may refer the dispute to the Client's Complaints Management Committee Officer

- (CMC) in terms of the Client's Complaints Management Policy, a copy of which can be made available to the Service Provider by the Client's representative.
- 34.4. Should the Parties fail for whatever reason to resolve the dispute within fourteen (14) days of the dispute having been referred to the CMC, either Party may refer the dispute to mediation or arbitration.
- 34.5. In the event of the dispute being referred to mediation, the Parties shall jointly appoint a mediator to resolve any dispute. If the Parties do not agree otherwise, the mediator shall comprise of three persons. Where the dispute is submitted to mediation, the following shall apply:
- 34.5.1. The Parties shall agree on and appoint the mediator within ten (10) days of the date on which the dispute was referred for mediation. Whether or not the mediation resolves the dispute, the Parties shall bear their own costs concerning the mediation and share the costs of the mediator and related cost equally.
- 34.5.2. The mediator shall agree the procedures, representation and dates for the mediation process with the Parties. The mediator may meet the Parties together or individually to help reach a settlement.
- 34.5.3. Where the Parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the Parties, the agreement shall be final and binding.
- 34.6. In the event a dispute is referred to arbitration in terms of this Agreement, such dispute shall be held in accordance with the rules of the dispute resolution body identified *in item 16 of the Schedules* save that:
- 34.6.1. an arbitrator or arbitrators shall be agreed to by the Parties; or
- 34.6.2. In the event of the Parties failing to reach consensus on an arbitrator, the Chairperson of the dispute resolution body in *item 16 of the Schedule* shall appoint the arbitrator to resolve such dispute in accordance with their rules.
- 34.7. The arbitrator shall be entitled to make such award, including an award in respect of costs, as he may deem fit provided that the arbitrator shall be required to furnish written reasons.
- 34.8. The decision of the arbitrator shall be final and binding on the Parties.
- 34.9. The decision of the arbitrator may be made an order of court by either of the Parties at the cost of such Party.
- 34.10. The provisions of this clause 34 are severable from the rest of this Agreement and will remain in effect notwithstanding the cancellation, termination or invalidity for any reason of this Agreement.
- 34.11. The Parties acknowledge and agree that the provisions of this clause 34 shall not preclude any of them from proceeding against any of the other of them in any court of competent jurisdiction where relief is being sought on an urgent and interim basis.

35 CONFLICT OF INTEREST

- 35.1. Unless specifically indicated, nothing in this Agreement shall be construed as specifically restricting the other Party from entering into similar agreements with third parties provided that:
- 35.1.1. each Party shall promptly notify the other of any conflict of interest potentially affecting its judgement or independence in this Agreement which it becomes aware of;
- 35.1.2. Shall take all reasonable commercial steps necessary to attempt to resolve the conflict or independence concern if any arises during the course of this Agreement.
- 35.2. Where a third party has engaged the services of the Service Provider, and during the delivery of those services the Service Provider is of the opinion, even with the barriers introduced, that the Client's or the other party's interests are likely to be prejudiced, the Service Provider may, after

consultation with the Client, choose to terminate the Agreement and the Service Provider shall be entitled to do so on notice, and which termination will be effective immediately.

36 ANTI-BRIBERY AND CORRUPTION

- 36.1. The Service Provider shall not offer or give, directly or indirectly, whether through an Agent or intermediary or otherwise, anything of value to any of the Client's Agents to encourage them to perform their job duties or functions improperly.
- 36.2. The Service Provider shall conduct the Services in compliance with the requirements of the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- 36.3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting offices and accounting authorities to:
- 36.3.1. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and/ or committed fraud or any other improper conduct in relation to such system; and
- 36.3.2. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 36.4. Accordingly, the Service Provider hereby acknowledges that the Client may terminate this Agreement and further prevent the Service Provider from participating in any business transactions with the Client in the future should the Client establish that the Service Provider or any of its directors and/ or officials;
- 36.4.1. have abused the Client's supply chain management system; or
- 36.4.2. Have committed fraud or any other improper conduct in relation to such system.
- 36.5. Regulation 15 of the PPPFA Regulations further provides that an organ of state may, in addition to any other remedy it may:
- 36.5.1. recover all costs, losses or damage it has incurred or suffered as a result of that person's conduct;
- 36.5.2. cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- 36.5.3. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and
- 36.5.4. Restrict the contractor, its shareholders and directors from obtaining business from any organ of state for a period not exceeding ten (10) years.
- 36.6. Each Party and its Agents shall:
- 36.6.1. comply with all laws relating to bribery and corruption, including the SA Prevention and Combating of Corrupt Activities Act 2004; the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 ("Applicable Law");
- 36.6.2. not do or omit to do anything likely to cause the other Party to be in breach of any Applicable Law;
- 36.6.3. not give, offer, promise, receive or request any bribes;
- 36.6.4. Promptly notify the other Party of any allegation of fraud, bribery or corruption or unlawful practices made against it in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.
- 36.7. Each Party hereby indemnifies the other and its Agents against all losses that the other may suffer because of a breach by it of this clause 36.

36.8. If either Party (acting in good faith) determines that, there has been a breach by the other Party of this clause 36, such breach shall be deemed a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement without prejudice to its rights under this Agreement or at law.

37 RIGHT TO AUDIT

37.1. The Service Provider shall permit, upon request by the Client, auditors acceptable to the Client to audit the Service Provider's compliance with the terms of this Agreement. The Service Provider further agrees that such auditors shall have full and unrestricted access to conduct reviews of, all records related to the Services or Goods provided to the Client and to report any findings made.

37.2. The Service Provider shall be entitled to inspect the auditor's report and to provide its comments to same before any action is taken by the Client in respect of the report.

38 MISREPRESENTATION

38.1. Where the Service Provider has been appointed based on the representations made by it during the procurement process then the Service Provider agrees that, notwithstanding anything else contained in this Agreement should any of those representations prove to be false (whether negligently or intentionally), the Client shall be entitled to take such action in its sole discretion deems fit including exercise its rights in terms of clause 33 (Termination) hereto.

39 THIRD PARTY RIGHTS

39.1. This Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights.

40 WHOLE AGREEMENT

40.1. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and all prior representations or agreements not expressly incorporated herein shall be of no force or effect whatsoever. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any party is relying in concluding this Agreement, save to the extent set out herein.

41 NO VARIATION

41.1. No variation of, or addition to or agreed early cancellation of this Agreement including this clause shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

42 NO WAIVER

42.1. No waiver or indulgence of whatsoever nature shall be of any force or effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the Parties.

43 INDULGENCES, LENIENCY AND EXTENSIONS

43.1. No indulgence, leniency or extension of time which a party (the "grantor") may grant or show to

the other, will in any way prejudice the grantor or preclude the grantor from exercising any of his rights in the future.

44 SEVERABILITY

- 44.1. If any particular provision and/or term of this Agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect.
- 44.2. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

45 COUNTERPARTS

- 45.1. This Agreement may be executed in counterparts, each of which together constitutes a single agreement between the Parties. Each such counterpart shall be deemed to be an original, but all the counterparts shall together constitute the Agreement.

46 PROHIBITION OF CESSION AND ASSIGNMENT

- 46.1. Neither Party hereto shall be entitled to cede or assign any of its rights, or delegate any of its obligations hereunder without the prior written consent of the other first being obtained.

47 COMPLIANCE WITH LAWS

- 47.1. The Parties shall, in performing this Agreement, comply with all and any applicable laws.
- 47.2. The Service Provider must obtain and maintain all permits and/or similar permissions required for the purposes of providing the Services under this Agreement. The Service Provider indemnifies and holds the Client harmless against and from all the consequences of any failure to do so.

48 GOVERNING LAW AND JURISDICTION

- 48.1. This Agreement shall in all respects (including, without limitation, its existence, validity, interpretation, implementation, termination and enforcement) be governed by and interpreted in accordance with the substantive laws of South Africa and subject to the exclusive jurisdiction of its courts.

49 ADDRESSES FOR LEGAL PROCESSES

- 49.1. The Parties choose the addresses for receipt of all legal processes arising out of or in connection with this Agreement as follows:

Service Provider *As per item 14 of the Schedule*

Client *As per item 15 of the Schedule*

- 49.2. Either Party hereto shall be entitled to change its address from time to time, provided that any new address selected by it shall be a street address and not a postal address and any such

change shall only be effective upon receipt of notice in writing by the other Parties of such change.

49.3. All notices, demands, communications or payments intended for any Party shall be made or given in writing at such Party's address for the time being. A notice sent by one Party to another Party shall be deemed to be received:

49.3.1. on the date of delivery, if delivered by hand;

49.3.2. on the fourth day after posting, if posted by prepaid registered mail;

49.3.3. on the day after faxing, if sent by facsimile transmission.

49.3.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address

Note: Detailed Service Level Agreement performance measurements and penalties will be agreed and finalized with the successful bidder.