



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: **OPS/26/PROP/01**

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE DISPOSAL OF ELIDZ FORT JACKSON COMPLEX

START DATE: 26 JUNE 2026
CLOSING DATE: 24 JULY 2026

NAME OF TENDERER: _____

TENDERER'S ADDRESS:

CHECKLIST FOR SUBMISSIONS

| ITEM | TICK |
|--|------|
| Supporting Documentation To Be Submitted | |
| SANAS Accredited Valid Original or Certified B-BBEE Certificate or Sworn Affidavit | |
| Company Profile | |
| Valid Proof of Office Location (Municipality Bill or Lease agreement) or any valid proof of address | |
| A minimum of three reference forms (Annexure 2) including company name, contact name, phone number should be submitted which can be verified | |
| Company registration document accompanied by Share Certificates where applicable | |
| Valid Tax Clearance Certificate or SARS PIN | |
| Bank Rating equal to C or better (values should be blanked out) | |
| Compulsory Documentation To Be Submitted | |
| Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.) | |
| JV Participation Documentation (If applicable) | |
| Registration as a South African incorporated company | |

Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.

The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.

RFP PACK CONTENTS

1. **Section A:** General Guidelines
2. **Section B:** Requirements Specification
3. **Annexure 1:** Procurement Handbook
4. **Annexure 2:** Reference Letter

SECTION A: General Guidelines

FOR THE DISPOSAL OF ELIDZ FORT JACKSON COMPLEX

1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule i.e., 80 of evaluation points will be based on price competitiveness and 20 will be based on special goals. The following formula is used:

The formulae to be utilised in calculating points scored for price are as follows:

80/20 preference points system for income contracts, disposal and leasing of state assets with Rand value equal to or below R50 million, inclusive of all applicable taxes.

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Preferential and specific goals shall be as per below may include:

- (a) Historically disadvantaged individuals’ companies (51% Black owned)
- (b) Women (51% Black Women Owned) companies.
- (c) Persons with disability
- (d) SMMEs
- (e) Service providers located in Eastern Cape Province
- (f) Youth
- (g) Any other RDP goal or preference points in favor of historically disadvantaged individuals, may be added

The tender documents shall stipulate—

- (a) the applicable preference point system as envisaged in regulations
- (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

Tenderers are required to submit a Valid original or certified B-BBEE Certificate issued by verification agency accredited by SANS for the Generic Suppliers, for QSE's and EME's Sworn Affidavit signed under oath confirm ownership status. Failure to submit a valid B-BBEE certificate and/or sworn affidavit may result in zero points being awarded for preference.

Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points

The following table shall be used to convert the Specific goals criteria into points.

Table: Specific Goals Points Conversion

| Estimated Rand Value inclusive of Vat | Specific Goals and Point allocation |
|---------------------------------------|---|
| Above R1 000 000 up to R50 000 000 | 80 points for price |
| | 10 points - 51% and above Black owned bidders 5 points - 25% up to 50% Black owned bidders 0 points below 25% Black owned bidders |
| | 5 points for Eastern Cape Based bidders 0 points outside Eastern Cape |
| | 1 point for 51% and above Youth owned bidders |
| | 1 point for 51% and above Women owned bidders. |
| | 3 points for SMME's (EME or QSE) |

Specific Goals returnable Documents

| Evaluation Criteria | Returnable document |
|------------------------------------|--|
| 51% and above Black owned bidders | SANAS accredited BBBEE Certificate/Affidavit/CIPC |
| Eastern Cape Based bidders | Municipality Bill or Lease agreement or any valid proof of address |
| 51% and above Youth owned bidders | BBBEE Certificate/Affidavit/ |
| 51% and above Women owned bidders. | BBBEE Certificate/Affidavit/ |
| persons with disabilities | BBBEE Certificate/Affidavit/ |

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the bidders. Any misrepresentation of facts by a bidder may lead to disqualification. Should such misrepresentation be uncovered after the ELIDZ Board has approved the sale, the ELIDZ reserves the right to terminate the contract.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by bidders.

2 CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- There will be a compulsory briefing session to be held on 07 July 2026 at ZD **Boardroom, HEAD OFFICE, Lower Chester Road, Sunnyridge, East London** at **12:00 p.m.** Tenderers are encouraged to submit written questions by email to Anathi Mzantsi to Anathi@elidz.co.za on/or before 15 July 2026 at 12:00.
- The closing date for this tender is at 12h00 on 24 July 2026. All tender documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time.
- E-mailed, faxed, late, or incomplete proposals will not be considered;

- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.

3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure A (Procurement Handbook) with the tender together with all profit sharing percentage information.

4 AREA OF SERVICE/POINT OF DELIVERY

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

5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

Bidders must note the following special conditions of contract will apply to this contract:

Modification of any applicable terms of reference of this contract must be mutually agreed between the parties and reduced to writing.

- VAT: Unless otherwise stated all prices will be exclusive of **Value Added Tax**.
- All bids provided must comply and be in accordance with pertinent laws and policies of government.

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

6 COMPANY / FIRM PROFILE

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

7 SALE AGREEMENT

The successful tenderer will be required to enter into a written Deed of Sale Agreement with the ELIDZ which will be based on the draft Agreement set out herein in Annexure 3 which will include terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

8 PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of ninety (120) days after the closing date of the tender. The tender price shall be in South African Rand and exclude VAT.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

9 PAYMENT TERMS

The purchase price is payable to the Seller on the date of registration of transfer of the property.

- Before transfer, the Purchaser shall within fourteen (14) days of being requested in writing to do so by the conveyancer, deliver to the conveyancers a guarantee for the due payment of the purchase price, The guarantee has to be:
 - issued by a financial institution acceptable to the Seller and / or its conveyancers, and
 - payable to the conveyancer and
 - in a form acceptable to the Seller and/or its conveyancer

10 SUFFICIENCY OF TENDER

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

11 TENDERER'S CONDITION

All tenderer's shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

12 OBJECTIVE CRITERIA

ELIDZ will not accept less than a minimum price of R16,4 million as a total for the ELIDZ Fort Jackson complex excluding Vat, utilities and any other charges

13 DISQUALIFICATION

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning Bidder has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

14 SHERQ COMPLIANCE (IF APPLICABLE)

Before starting work, the successful bidders must produce the following for approval:

1. Project specific Safety, Health & Environmental (SHE) Risk assessments,
 - a. SHE Risk assessments to include activity specific risks, bidders risk to the ELIDZ and the ELIDZ risk to them;

2. SHE plans and safe work procedures must be developed to respond to project specific activities as well as to identified risks: for example (waste management plans, fall protection plans etc.);
3. List of applicable PPE required;
4. Letters of Good standing with workman's compensation where applicable;
5. Applicable legal appointments - as required;
6. List of chemicals and related Material Safety Data Sheets;

All of the above must be included in a SHE file together with:

1. Copy of scope of work;
2. Copy of appointment;
3. PPE issue register;
4. Requisite training / competency certificates where applicable;
5. Medicals as applicable to the nature of the work (for example, there must be medicals for employees who will be working at heights to confirm that they are fit to work at heights);

15 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific "sections of the ELIDZ Fort Jackson property" (or parts of "areas of Fort Jackson complex") of the tender as it sees fit.

Accordingly tenderer's are advised to ensure that all prices submitted against the Fort Jackson complex or section of the Fort Jackson complex are sufficient to cover the tenderer's entire obligation as defined in these documents.

16 SUPPORTING DOCUMENTATION TO BE SUBMITTED

| ITEM | TICK |
|---|------|
| Supporting Documentation To Be Submitted | |
| SANAS Accredited Valid Original or Certified B-BBEE Certificate or Sworn Affidavit | |
| Company Profile | |
| Valid Proof of Office Location (Municipality Bill or Lease agreement) or any other valid proof of address | |

| | |
|--|--|
| Business Plan/Business Case | |
| Company registration document accompanied by Share Certificates where applicable | |
| Valid Tax Clearance Certificate or SARS PIN | |
| Bank Rating equal to C or better (Value should be blanked out) | |
| Letter of intents/Award letters from new customer base | |
| Company Industry Association Certificates/Membership/License | |
| Company Organogram | |
| Verifiable Reference Letters for similar work (Annexure 2) | |

17 COMPULSORY DOCUMENTATION TO BE SUBMITTED

The following documentation is considered as compulsory documentation and is required to be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-responsiveness.

| ITEM | TICK |
|---|------|
| Compulsory Documentation To Be Submitted | |
| Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.) | |
| JV Participation Documentation (If applicable) | |
| Registration as a South African incorporated company | |

18 POPIA

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

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.

4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidders personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.

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

19 METHOD OF SUBMISSION

The RFP document will be available for download at no cost on at 12h00 (Noon) from the East London Industrial Development Zone website: www.elidz.co.za under Opportunities >> Tenders All tender documents are to be submitted online at <https://tenderportal.elidz.co.za>

No late tenders will be accepted.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP's bid and request Respondents to re-bid on any changes;
3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the bids specifications;
6. disqualify Proposals submitted that do not meet the necessary functionality where required;
7. not necessarily accept the lowest priced Proposal;
8. reject all Proposals, if it so decides;
9. place an order in connection with this Proposal at any time after the RFP's closing date;
10. split the award of the order/s between more than one Bidder; or
11. make no award at all;

12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



SECTION B: Requirements Specification

FOR THE DISPOSAL OF ELIDZ FORT JACKSON COMPLEX

Table of Contents

| | | |
|-----------|---|-----------|
| 1. | Introduction..... | 17 |
| 2. | Considerations | 17 |
| 2.1. | Requirements Considerations..... | 17 |
| 2.2. | Financial Considerations | 18 |
| 2.3. | Time Constraints | 19 |
| 2.4. | Area of Service and Facilities | 19 |
| 2.5. | Sale agreement | 19 |
| 2.6. | Payment terms | 19 |
| 2.7. | Key features of the Fort Jackson Complex..... | 19 |
| 3. | Detailed Requirements | 21 |
| 3.1. | Scope summary | 21 |
| 4. | Response Format | 21 |
| 4.1. | Targeted Sector | 21 |
| 4.2. | Relevant Company experience..... | 21 |
| 4.3. | Financial Standing..... | 21 |
| 4.4. | Location evidence | 21 |

1. Introduction

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has a responsibility to ensure that the facilities within the zone have an operator to ensure that the buildings are utilized and kept in a good condition.

Accordingly, The ELIDZ SOC Ltd (ELIDZ) requires a bidder/bidders to bid for the acquisition of the ELIDZ Fort Jackson complex. As such the ELIDZ wishes to dispose of the entire Fort Jackson complex to suitable bidders.

2. Considerations

2.1. Requirements Considerations

The score achieved for quality functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero score for that section).

FUNCTIONALITY EVALUATION MATRIX

| Evaluation Areas | Evaluation Criteria | Total Max Points | Item Max Points | Evaluation Description | | | |
|------------------------------------|--|------------------|----------------------|--|--|---|---|
| | Total Points | 100 | | | | | |
| Targeted Sector | ELIDZ targeted sectors: Advanced manufacturing, Automotive, Agri industry, Digital Economy, Sustainable Energy, Logistics, Textiles | 40 | 20 | Type of activity: | | | |
| | | | | Type of activity within the targeted sectors: Company Profile & Company industry association certificates/membership/License= 20 points | | | |
| | | | | Type of activity within the targeted sectors: Company Profile or Company industry association certificates/membership/License= 10 points | | | |
| | | | | | | | Type of activity within the targeted sectors: with no supporting document= 0 points |
| | | | Company Size: | 10 | Company size (Turnover): Audited Financial Statements | > R20m = 10 points | |
| | | | | | | >R10m – ≤ R20 m = 6 points | |
| | | | | | | >R1m – R10m = 4 points | |
| | | | | | | Company size (Number of employees): Company organogram | > 25 employees = 10 points |
| | | | | | | | >10 but ≤ 25 employees= 7 points |
| | | | | | | | ≤ 10 employees = 3 points |
| Relevant Company Experience | Existing customer base: | | 15 | Existing customer base: Reference letters with contact details, signature and company stamp within SEZ targeted sectors | | | |

| | | | | |
|---------------------------|--|----|---|--|
| | Future growth aspiration: | 30 | | Three reference letters =15 points |
| | | | | Two reference letters = 10 points |
| | | | | One reference letter = 5 points |
| | | 15 | Future growth aspirations: Detailed Business Plan/Business Case and Letter of intents/Award letters from new customer base | |
| | | | Business Plan/Business Case and Letters of intent/Award letters for new customer base = 15 points | |
| | | | Business Plan/Business Case only = 10 points | |
| | | | Letters of intents/ Award letters = 5 points | |
| Financial standing | The company is required to provide verifiable proof of purchasing capacity for the entire complex or part thereof | 30 | 30 | Verifiable Funding proof /Financial capacity: |
| | | | | Letter from a Financial Institution confirming sufficient funds/ Audited Financial Statements/Mortgage Pre-Approval Letter = 30 points |
| | | | | No funding proof submitted = 0 points |

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

2.2. Financial Considerations

The minimum offer for entire Fort Jackson complex is R16,4million excluding Vat, utilities and any other charges. Below is the breakdown of the complex with its segments and minimum offers per erf:

| PROPERTY DESCRIPTION | BUILDING EXTENT (M ²) | PROPERTY EXTENT (M ²) | MARKET VALUATION |
|--|-----------------------------------|-----------------------------------|-----------------------|
| Erf 9698 | 604 | 3717 | R600 000,00 |
| Erf 9700 (Road) | 9992 | 9992 | R500 000,00 |
| Erf 9704 | 5049 | 17993 | R4 800 000,00 |
| Erf 9703 | 39961 | 39961 | R2 800 000,00 |
| unreg ptn of Erf 9699 (main factory) | 12958 | 34408 | R7 700 000,00 |
| unreg ptn of Erf 9699 (admin building) | 378 | | |
| unreg ptn of Erf 9699 (ancillary building-Entrance building) | 270 | | |
| unreg ptn of Erf 9699 (ancillary building-Electrical plant) | 199 | | |
| unreg ptn of Erf 9699 (ancillary building-Plant building) | 236 | | |
| Total ex VAT | | 106071 | R16 400 000,00 |

Important to note that preference will be given to a Bidder who is acquiring the entire Fort Jackson property.

2.3. Time Constraints

The East London Industrial Development Zone would like this project to commence during 2026/2027 financial year.

2.4. Area of Service and Facilities

The delivery of the bid/s offer will be required at the East London IDZ offices, Lower Chester Road, Sunnyside, East London.

2.5. Sale agreement

The successful operator will be required to enter into a written sale agreement with the ELIDZ and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal and other obligations. A draft lease agreement is included in Annexure 3.

The bidder must include in this RFP proposal a WRITTEN submission of any terms or clauses which cannot be complied with or any proposed changes to any clauses.

2.6. Payment terms

The Conveyancer will invoice the successful bidder for the Purchase price as contained in the signed Deed of Sale.

2.7. Key features of the Fort Jackson Complex

| PROPERTY DESCRIPTION | BUILDING EXTENT (M ²) | PROPERTY EXTENT (M ²) | ZONING STATUS | FEATURE |
|----------------------|-----------------------------------|-----------------------------------|----------------------|---|
| Erf 9698 | 604 | 3717 | Industrial Zone 1 | Single storey workshop building, Concrete frame and brick infill – face brick finish, Structural concrete rafter beams with IBR sheeting roof construction – raked ceiling below. Concrete bunded fire water tank with pumphouse attached. |
| Erf 9700 | 9992 | 9992 | Institutional Zone 1 | Road |
| Erf 9704 | 5049 | 17993 | Industrial Zone 1 | Tripple storey building Concrete frame and brick infill-face brick finish. Structural concrete rafter beams and steel purlins, with IBR sheeting roof construction. Building had rail siding at 3rd storey level. Goods were gravity fed (schutes/conveyors/cage lifts) to storeys below in the past. |

| | | | | |
|--|-------|-------|-------------------|---|
| Erf 9703 | 39961 | 39961 | Industrial Zone 1 | Vacant land |
| unreg ptn of Erf 9699 (Main factory) | 12958 | 34408 | Industrial Zone 1 | Single storey building, Concrete frame and brick infill – precast beams and rafters – face brick finish, Structural concrete rafter beams and purlins, with IBR sheeting roof construction. Building is currently "open-plan" with minimal/no partitioning but multiple goods entrances. Limited height clearance. |
| unreg ptn of Erf 9699 (Admin building) | 378 | | | Single storey office block building Concrete frame and brick infill – face brick finish Roof construction undetermined, although concrete beams were visible from below. Building was used for administration and office requirements. |
| unreg ptn of Erf 9699 (ancillary building-entrance building) | 270 | | | Double storey gatehouse / workers entry building, Concrete frame and brick infill – face brick finish, Timber rafter beams with waterproofed boarded roof construction. Small single storey vehicular security booth located next to entry gate – similar construction. Building was used for mass pedestrian/workers entrance and security personnel and has some adjoining zinc structures. |
| unreg ptn of Erf 9699 (ancillary building-electrical plant) | 199 | | | Single storey electrical plant building, Concrete frame and brick infill – face brick finish Structural concrete slab, waterproofed roof construction. Zinc-cladded / prefab buildings attached. Building is currently used for Bulk electrical requirements for the other buildings and has some adjoining zinc structures. |
| unreg ptn of Erf 9699 (ancillary building-Plant building) | 236 | | | Double storey plant building, Concrete frame and brick infill – face brick finish, Structural concrete rafter beams with IBR sheeting roof construction. Building is currently a small double storey structure used as a plant room previously. |
| TOTAL SITE AREA m² | | | | 106071 |

3. Detailed Requirements

3.1. Scope summary

The ELIDZ requires a bidder/bidders to bid for the acquisition of the ELIDZ Fort Jackson complex. As such the ELIDZ wishes to dispose of the entire Fort Jackson complex to suitable bidders.

4. Response Format

4.1. Targeted Sector: Advanced manufacturing, Automotive, Agri industry, Digital Economy, Sustainable Energy, Logistics, Textiles

- Type of activity within the targeted sectors:
 - Provide an overview of your company profile.
 - Provide your company industry association certificates/membership/Licenses.
- Company size (Turnover and number of employees):
 - Provide audited Financial Statements and company organogram

4.2. Relevant Company experience

- Existing customer base:
 - Respondents are required to provide a minimum of 3 references relevant to this tender.
 - The Reference Form (see Annexure 2) must be completed on behalf of all respondents and must be stamped and/or signed by the reference entity.
 - The ELIDZ reserves the right to verify the references
- Future growth aspirations:
 - Provide detailed Business Plan or Business Case
 - Provide letters of intent or award letters from customers in your pipeline

4.3. Financial Standing

The bidder is required to provide verifiable proof of purchasing capacity for the entire complex or part:

- Attach a letter from Financial Institution with the bank rating. The **tendered /offer price must not be stated** in the bank letter. If your bank rating letter stipulates the bidding amount, kindly erase this whether you cover it with a paper or marker. Make sure that the bidding value is not visible.
- Audited Financial Statements/Mortgage Pre-Approval Letter

4.4. Location evidence

- Provide information on your local operational office locations. Do you have local offices in the BCM Metropolitan Area \ Eastern Cape Province?
- Provide a Municipality Statement / Invoice or lease agreement.

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

Please forward any queries to: Anathi Mzantsi at the following contact details:

E-mail: Anathi@elidz.co.za

Tel: (043) 702 8200



ANNEXURE 1

PROCUREMENT HANDBOOK

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____



ANNEXURE 2

REFERENCE LETTERS

INITIAL: ELIDZ _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 1: _____

WITNESS 2: _____

WITNESS 2: _____



ANNEXURE 3

SALE AGREEMENT

INITIAL: ELIDZ _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 1: _____

WITNESS 2: _____

WITNESS 2: _____

PART A – SALE OF PROPERTY IN EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

1. PREAMBLE

- 1.1. The Seller is the East London Industrial Development Zone (ELIDZ) Operator and the registered owner of the certain properties within the Industrial Development Zone (IDZ).
- 1.2. The Purchaser is an “**IDZ ENTERPRISE**” and intends to purchase the property from the Seller, at an agreed purchase price, for the purposes of development.
- 1.3. The Purchaser acknowledges the authority of the Seller as the ELIDZ Operator for the IDZ within which the property falls and the Purchaser hereby agrees to be part of the ELIDZ.
- 1.4. The **IDZ ENTERPRISE** or its tenants or future property owners, if applicable, require fulfilment of the ELIDZ investment criteria to gain the status of being an IDZ Enterprise situated in the ELIDZ.
- 1.5. This agreement is to record the legal obligations of and the relationships between the parties in respect of the purchase and sale of the property.
- 1.6. **NOW THEREFORE** the parties agree upon the following terms and conditions:

2. INTERPRETATION

- 2.1 In this agreement, clause head notes are for convenience and shall not be used in its interpretation, expressions defined shall bear the same meaning in the annexures and, unless inconsistent with the context; an expression which denotes one gender includes the other gender and vice versa; natural person includes an artificial or juristic person and vice versa and the singular includes the plural and vice versa.
- 2.2 The following terms shall have the following meanings in this agreement unless the contrary intention appears from the context:
 - 2.2.1 “**this agreement**” means this document together with its annexures which shall supersede and replace all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of this subject matter;
 - 2.2.2 “**Business day**” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 2.2.3 “**conveyancers**” means conveyancers nominated by the Seller;
 - 2.2.4 “**effective date**” means the date on which this agreement becomes unconditional by virtue of the fulfilment of the suspensive conditions in clause 4;
 - 2.2.5 “**IDZ Enterprise**” means a company permitted to conduct business within the IDZ, located within the IDZ, with the consent and approval of the ELIDZ Operator, which consent shall be subject to and in accordance with the terms and conditions of legislation, the Operator Permit and any other conditions as may be imposed by the Operator;
 - 2.2.6 “**law**” means the law of the Republic of South Africa, which is of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (including but not limited to local and provincial government statutory or regulatory body) which has the force of law;
 - 2.2.7 “**prime rate**” means the publicly quoted basic rate of interest (expressed as a nominal

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

annual rate compounded monthly in arrears) calculated on a three hundred and sixty five (365) day year whether or not the year is a leap year, charged by the sellers bankers in respect of overdraft advances as evidenced by a certificate signed by any manager of the said bank whose authority and appointment it shall not be necessary to prove;

2.2.8 "property" means:

| |
|---|
| _____, EAST LONDON in extent _____ SQUARE METERS (_____ m ²) |
|---|

within the East London Industrial Development Zone, Local Municipality of Buffalo City, Division of East London, Province of the Eastern Cape, in the extent as mentioned above in square metres and as currently held by deed of transfer T1447/2007 including its specific conditions as set out herein which shall be included in the title deed hereof;

2.2.9 "Purchaser" or "Developer" means _____, Registration No. _____, a company with limited liability duly incorporated according to the laws of the Republic of South Africa, and herein represented _____, he being duly authorised;

2.2.10 "Seller" means EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD, Registration No. 2003/012647/30, a company with limited liability duly incorporated according to the laws of the Republic of South Africa, herein represented by TEMBELA ZWENI, he being duly authorised;

2.2.11 "municipality" or "BCMM" means the Buffalo City Metro Municipality within which these property is located;

2.2.12 "purchase price" means the purchase price of the property that being, _____ RAND (_____), (Exclusive of VAT), as set out in clause 4 of this agreement;

2.2.13 "signature date" means the date on which this agreement is last signed;

2.2.14 "transfer" means registration of transfer of the property into the name of the Purchaser, in accordance with the provisions of the Deeds Registries Act No. 47 of 1937, as amended;

2.2.15 "transfer date" means the date on which transfer is effected;

2.2.16 "VAT" means Value-Added Tax payable in terms of the Value Added Tax Act No 89 of 1991, as amended;

2.2.17 "days" means calendar days unless specific reference otherwise is made;

2.2.18 "coverage" shall mean the total percentage area of a site that may be covered by buildings measured over the outside walls and covered by a roof or projection; provided that the area covered by the first meter (as measured from the outside of the exterior wall concerned) of an eave or other projection shall not be included in the calculation of the permissible coverage;

2.2.19 "development" shall mean - _____ as approved by the ELIDZ Board.

3. SUSPENSIVE CONDITION

3.1 This agreement is subject to the following suspensive conditions:

3.1.1 Within one calendar month of receiving this Agreement the PURCHASER shall settle all debts owed to the SELLER as per the attached statement of account.

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

3.1.2 Should any suspensive condition contained in this agreement not be fulfilled in the time specified, the entire agreement will automatically come to an end.

3.2 The PURCHASER undertakes to ensure the fulfilment of this suspensive condition.

4 PURCHASE AND SALE

4.1 The Seller sells the property to the Purchaser for the total purchase price of _____ (_____) which amount is exclusive of VAT and calculated on a square metre charge of _____ (_____) per square metre for the square meters of _____ m² (_____), of _____ as set out in "Annexure A" hereto.

| | |
|-------|------------------|
| 1.1.1 | SALE PRICE: |
| 1.1.2 | VALUE ADDED TAX: |
| 1.1.3 | TOTAL PRICE: |

4.2 The purchase price is payable to the Seller on the date of registration of transfer of the property.

4.3 Before transfer, the Purchaser shall within fourteen (14) days of being requested in writing to do so by the conveyancer, deliver to the conveyancers a guarantee for the due payment of the purchase price, The guarantee has to be:

- 4.3.1 issued by a financial institution acceptable to the Seller and / or its conveyancers, and
- 4.3.2 payable to the conveyancer and
- 4.3.3 in a form acceptable to the Seller and/or its conveyancer.

4.4 The guarantees referred to in clause 4.3 of this agreement, shall be immediately payable upon written confirmation from the conveyancers that the property has been registered in the name of the Purchaser.

4.5 The purchase price is exclusive of Value-Added Tax chargeable at the prescribed rate which shall be additional to the purchase price and shall be deposited with the conveyancer within fourteen (14) days of request for it. Against payment the Purchaser will be provided with a tax invoice in respect of the purchase price.

4.6 This agreement constitutes the written authority of the parties to the conveyancers as contemplated in section 78(2A) of the Attorneys Act, No. 53 of 1979 (as amended) for the conveyancer to invest money standing to the credit of one or other party in an interest bearing account with a registered financial institution if agreed to between the Purchaser and the conveyancer.

5 OCCUPATIONAL RENT

The Parties agree that occupational rent or levies shall be payable by the Purchaser to the Seller prior to registration of transfer. In the event of the purchaser occupying before registration of transfer, the rate is 1% (one Per Cent) of the purchase price.

6 TRANSFER AND COST

6.1 Transfer shall be effected by the conveyancers as soon as reasonably possible after the effective date and purchaser has complied with its obligations in terms of this agreement.

6.2 The Seller shall appoint a conveyancer for the transfer of the property.

6.3 The Purchaser shall on demand from the conveyancers sign all documents required to be signed in order that transfer may be affected; and

6.4 Each party shall be liable for their own cost relating to the negotiation and drafting of this agreement.

6.5 The Purchaser shall be liable for the cost of the transfer of the erf, including transfer fees and all ancillary costs.

7 WARRANTIES

7.1 The property is sold voetstoots and the Seller gives no express or implied warranty with regard thereto.

7.2 The Seller warrants that as ELIDZ Operator it is competent and properly funded to manage the East London Industrial Development Zone and that it shall not cede or assign its rights and duties as ELIDZ operator to any third party without notice to the Purchaser.

7.3 The property is sold subject to such conditions as may be mentioned or referred to in the

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

Seller's Title Deed of Transfer No. _____ and/or the relevant Diagram or General Plan as or annexure 1 attached hereto marked "Annexure A", save in as far these may have since lapsed or been cancelled, and subject thereto that notwithstanding anything contained in the title deed.

- 7.4 The Seller shall be responsible to point out any survey beacons or boundaries of the property to the Purchaser.
- 7.5 The Seller shall not be responsible to the Purchaser for any deficiency in the extent of the property that may be found upon the measurement thereof and in like manner the Purchaser shall be entitled to the benefit of any excess.
- 7.6 In so far as there may be, structures buildings or other improvements on the property, the Seller gives no warranty as to their condition or fitness for the purpose for which they may be intended.
- 7.7 The Water pressure concerns have been alleviated through the installation of "booster ring stations" and consistent water pressure will be provided to facilitate the pressurised fire ring main.
- 7.8 The Seller will submit on behalf of the Purchaser the documents as required in terms of the Development Manual to the Design Review Committee

8 POSSESSION AND RATES

- 8.1 The Purchaser shall have occupation and possession of the property on request to the seller, which request will be unreasonable withheld.
- 8.2 The Purchaser shall from date of occupation be entitled to every benefit and all income arising from the property but will pay occupational interest.
- 8.3 The property shall be held by the Purchaser at the Purchaser's risk.
- 8.4 The Purchaser shall only from the date of transfer be responsible for and shall pay all rates and taxes and other expenses relating to the property, subject to the terms and conditions stipulated herein after.
 - 8.4.1 The parties record that the Purchaser would be entitled to apply municipal rates and taxes discount direct from BCMM for the new development municipal rates and taxes discount as stipulated in the BCMM Rates and Taxes policy.

9 SPECIAL CONDITIONS

By reason of the property falling within the INDUSTRIAL DEVELOPMENT ZONE (IDZ) of the ELIDZ and objectives of the Seller as the ELIDZ Operator in promoting industrial development within Government's policy framework; the property is sold to the Purchaser on the following specific terms and conditions which shall be binding also on any successors in title of the Purchaser, administrators, liquidators, judicial managers, executors, trustees and assigns.

10.1 CONDITIONS OF TITLE

- 10.1.1 The property is sold subject to the conditions as are mentioned or referred to in the Title Deed thereof and all services within, or to be provided within the property hereby sold, shall be protected by registration of servitudes passed by the Purchaser in favour of the East London Industrial Development Zone or the Local Municipality of Buffalo City as the case may be, subject

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

to paragraph 10.7.

10.1.2 The following condition imposed by and in favour of the East London Industrial Development Zone SOC Limited and binding upon the Purchaser as owner for the time being of such land, and the Purchaser's successors-in-title, shall apply to the ERF hereby sold and shall be inserted in the Transfer Deed of such erf:

The Owner of this shall not:

A) sell or dispose of the erf without buildings to the value of R50 000 000,00 as assessed by the Municipality as a Rateable Valuation having been erected thereon; or

B) sell or dispose of at any time, any portion of the erf, unless it has first offered such erf or portion thereof (as the case may be) to the East London Industrial Development Zone SOC Limited.

10.1.3 The following shall be registered against the title deeds, unless they or similar conditions are, in the opinion of the Conveyancer, already registered against the title deed:

C) The property shall be subject to the conditions as contained in Regulation 3.5 of the Scheme Regulations (PN 1047/88) in terms of Section 7(2) of Ordinance No 15/1985

10.2 ADDITIONAL INCLUSION OF TERMS IN TITLE DEED

10.2.1 The Purchaser agrees that all of the terms and conditions of this paragraph 9 may, at the instance of the Seller, be recorded as title deed conditions against the property, including but not limited to the Purchaser's obligation to comply with the industrial Zone Rules, and any other conditions as may be imposed by BCMM with regard to the passing of the land and consolidation of the land and also the opening of the township register and may be enforced against the Purchaser, its assigns, liquidators, judicial managers, executor, trustees or its successors in title, and Enterprises where applicable.

10.3 OBLIGATION TO ADD VALUE TO PROPERTY

10.3.1 The Purchaser shall within eighteen (18) months from the date of transfer of the erf, erect buildings of which the value (which value shall be based on the cost of erection as assessed by the BCMM as rateable valuation) is not less than R50 000 000,00 on the PROPERTY. All buildings shall prior to being built be approved in terms of the BCMM Zoning Scheme and the said development plan.

10.3.2 In the event of such buildings not being erected by the Purchaser as aforesaid, the Purchaser shall be bound to the following further obligations:

10.3.2.1 the Purchaser shall pay the BCMM liquidated damages in an amount equal to the amount of rates that would be due on a building bearing a rateable valuation of R50 000 000, 00 from the date two years after the date of disposal to the Purchaser, until such time as the buildings are erected, these damages being in addition to the rates levied on the valuation of the land.

10.3.2.2 The ELIDZ Operator may, at any time after expiry of the period referred to in Clause 10.3.1 above, require that the PROPERTY revert to the ELIDZ Operator, as provided for in this agreement.

10.3.2.3 In the event of such reversion, the ELIDZ OPERATOR shall pay to the Purchaser the amount of the original purchase price LESS the costs and expenses of removing the mini subs, costs related to

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

transferring the property from the seller to the purchaser and the expenses related to bush clearing.

10.3.2.4 If the ELIDZ Operator elects to have the PROPERTY revert to him, the ELIDZ Operator shall give the Purchaser a written notification of such election, which notification shall indicate the date of which such reversion is to take place, which date shall not be less than 3 (three) months from the date of such notification.

10.3.2.5 The Purchaser shall be entitled to remove, within a period of three (3) months from the date of which the notification is received from the ELIDZ Operator, any improvements which may have been erected on the PROPERTY. Any improvements not removed by the Purchaser as aforesaid shall thereupon vest in the ELIDZ Operator without compensation, provided that the Purchaser shall be liable to the ELIDZ Operator for any loss which may be sustained by reason of the failure to remove, if so required, any complete and / or incomplete buildings or structures from the land which may be deemed by the ELIDZ Operator to be a hindrance to its use or resale of the property.

10.3.3 In the event that the Purchaser resells the property, or otherwise dispose of it prior to the period of 18 months without having completed the building structures as set out in 10.3.1, the Purchaser shall ensure that the terms of this paragraph 10.3 is included in any agreement of such sale, and that the BCMM and the ELIDZ OPERATOR are parties to that agreement to the extent that they need to accept the benefits of such terms. The PURCHASER acknowledges that a certificate in terms of section 118 of Act 32 of 2000 shall not be issued unless these terms are included in such an agreement.

10.3.4 The Purchaser or any other party acquiring the property shall before transfer is passed conclude a written agreement with BCMM and the ELIDZ Operator accepting the terms of 10.3. The parties acknowledges that the responsibility of ensuring the agreement is concluded lies with the Purchaser of the property and failure to comply can result in a claim of damages.

10.4 USE AND ENJOYMENT

10.4.1 The Purchaser shall use the property exclusively for the purposes detailed in the purchaser's proposal to the ELIDZ Board detailing the proposed IDZ Enterprises Operations. The Purchaser accordingly undertakes to ensure that any IDZ Enterprises or third parties occupying the property (including third parties subletting from the IDZ Enterprise) confine their activities on the property to that purpose and activities that are ancillary thereto unless prior approval is granted by the ELIDZ Board. This approval shall not unreasonably be withheld.

10.4.2 The Purchaser shall not deviate from the consented / agreed use of the property without the written authority of the ELIDZ Operator, which authority shall not be unreasonably withheld.

10.4.3 In the event of the Purchaser breaching this clause of USE AND ENJOYMENT, and refusing or neglecting to remedy such breach, the ELIDZ Operator shall be entitled

10.4.3.1 to prohibit any and all activities conducted on the property by claiming damages and / or seeking an order of court restraining the Purchaser from conducting such business and.

10.4.3.2 Re-purchase the property on the following terms and conditions:

- i) the price shall be the cost reflected in this agreement escalated in accordance with the price index maintained by the Department of Statistics in respect of industrial land;

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

- ii) in respect of improvements on the property, unless agreed otherwise in writing, the price attributed shall be the lower of the resale price determined at cost thereof, similarly escalated or de-escalated and in the event of there being no verified costs or agreement on this calculation, the amount shall be determined by a Registered Valuer who has been appointed by the parties jointly;
- iii) The cost of the valuation and all attendant costs, including the transfer costs and disbursements shall be for the account of the Purchaser in this agreement.

10.5 RESERVATION OF RIGHTS

10.5.1 The parties agree that the following reservations of title may be imposed as title deed conditions in favour of the ELIDZ Operator, its administrators or assigns and shall be binding on the Purchaser, its successors in title, administrators, liquidators, judicial manager, executor, trustee and assigns. Failure of the part of the Successor in title or intending seller or Purchaser to comply with these reservations of rights shall entitle the ELIDZ Operator and / or BCMM to withhold the necessary consent required in the registration of the transfer in terms of Section 20 of Ordinance 15 of 1985 or Section 118 of Act 32 of 2000.

10.5.2 Leasing, Sub-leasing, / Cession and Assignment

10.5.2.1 The ELIDZ Operator reserves the right to approve the type of operations to be undertaken by any tenant or subtenant proposing to lease property or buildings on the property, which consent shall not be unreasonably withheld.

10.5.2.2 The Purchaser is prohibited to cede or assign its rights in terms of clause 10.5.2.1 of this agreement without such express permission from the ELIDZ Operator, which permission shall not be unreasonably withheld.

10.5.2.3 The ELIDZ Operator shall if applicable require that such tenant/subtenant complies with all the requirements to operate in the ELIDZ Zone, which requirements shall include:

- i) The procurement of a favourable Environmental Impact Assessment (EIA), in the event of the intended industry being something other than that conducted by the tenant/subtenant, where an EIA is considered to be a necessary requirement for approval by the ELIDZ board.
- ii) That the intended tenant/subtenant accepts to be bound by the Manufacturing and Development Act No. 187 of 1993, Industrial Development Policy Framework and other similar legislation and policies endorsed by the ELIDZ Operator, including but not limited to the Industrial Development Zone Rules

10.5.3 Right of Pre-Emption

10.5.3.1 The East London Industrial Development Zone SOC Ltd shall have a right of pre-emption over the property in the event of any intended sale. Accordingly, prior to the conclusion of any agreement which will have the effect of disposing of all or any of the purchaser's rights in the property, it ("the intending Seller") shall deliver a copy of the proposed agreement intended to be used for the

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

disposal of the property or rights therein, (the "resale agreement") to the East London Industrial Development Zone SOC Ltd and shall afford it a period of thirty (30) business days within which to purchase the property at the same price as offered in the resale agreement, and such purchase shall be on the terms and conditions as set out in the original resale agreement.

10.5.3.2 Should the East London Industrial Development Zone SOC Ltd elect not to exercise the right of pre-emption as provided for in this paragraph, or fail to do so in the thirty (30) business day period in writing, the intending Seller may proceed in terms of the resale agreement, subject always to the proviso that the intending Seller may not then proceed with the intended sale on terms which is more advantageous to the intending purchaser than those originally contained in the resale agreement, and in the event of it doing so, the intending Seller shall again be obliged to afford the East London Industrial Development Zone SOC Ltd it's right of pre-emption in accordance with the provisions of 10.5.3.1

10.5.3.3 The Purchaser agrees that in any disposal of the property, it shall incorporate in the terms of the agreement in which such disposal is made, the rights reserved in favour of the East London Industrial Development Zone SOC Ltd in terms of this clause 10.

10.5.3.4 The Purchaser shall require the intended purchaser / successor in title, to obtain the necessary approval from the ELIDZ Operator for inclusion in the Industrial Development Zone as an IDZ Enterprise prior to such sale in order to conduct its proposed business therein. The Seller, as ELIDZ Operator, (or his successors in title) shall not withhold such approval without reasonable grounds. In the event that the ELIDZ Operator refuses to grants such approval, the Seller shall purchase back from the Purchaser the property on the same terms and conditions as which the intended purchaser / successor in title offered to purchase the property from the Purchaser, provided that such offer was a *bona fide* offer.

10.5.3.5 Such intended purchaser shall be considered to be a *bona fide* purchaser if it complies with all the requirements to operate in the ELIDZ Zone, which requirements shall include:

- i) The procurement of a favourable Environmental Impact Assessment (EIA), in the event of the intended industry being something other than that conducted by the PURCHASER, where an EIA is considered to be a necessary requirement for approval by the ELIDZ board.
- ii) That the intended purchaser accepts to be bound by the Manufacturing and Development Act No. 187 of 1993, Industrial Development Policy Framework and other similar legislation and policies endorsed by the ELIDZ Operator, including but not limited to the Industrial Development Zone Rules

10.6 SERVITUDES IN FAVOUR OF THE SELLER

10.6.1 The SELLER shall be allowed to and without compensation to the owner of the property:

10.6.1.1 Carry out all servitude conditions as set out in the title deed _____ in relation to the land purchased and as set out in the General _____, provided that such servitudes do not interfere with the placement, construction or expansion of the purchaser's buildings.

10.6.1.2 Lead subterranean pipes and other conduit over the property and to lead aerial lines over the property for the conduct of services in the nature of, but without limitation, water, sewerage, drainage, electricity and telecommunications, IT,

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

subject to the obligation to consult with the owner of the property as to the location of the line, provided that none of such servitudes shall interfere with the intended placement, construction and expansion of the Purchaser's buildings.

10.6.1.3 Register any servitudes that may be required to protect the interests of the SELLER in providing certain municipal type services and other services and no building works or permanent structures may be erected or laid over any servitude without the specific written permission of the SELLER, provided that none of such servitudes shall interfere with the intended placement, construction or expansion of the Purchaser's.

10.6.1.4 Undertake reasonable surveys with regard to servitudes and land matters.

10.6.1.5 Undertake the works contemplated in this paragraph with full indemnity from the Purchaser or its tenants or IDZ Enterprises for any loss or damage by act or omission of the Seller or its subcontractors, and the Purchaser or its tenants or IDZ Enterprises shall have no claim for such loss or damage or consequential loss or damages unless proven due to the gross negligence of ELIDZ Operator.

10.6.2 The Parties shall ensure compliance to all conditions that may have been and that may be imposed by the Municipality, Deeds office or other authority with regard to the passing of the land, consolidation, or establishment of township register including but not limited to servitudes for sewerage or storm water and all services.

10.6.3 It is the intention of the seller to register, simultaneously with the registration of the transfer to the purchaser an underground pipeline servitude in its favour as depicted on the attached diagram marked "A".

10.6.4 No building work is to take place over any section of any registered servitude without the prior consent of the Seller.

10.6.5 The Purchaser shall ensure that all services traversing the Property are to be protected by suitable servitudes when subdivision and transfer takes place

10.7 PROPERTY OWNERS ASSOCIATION

10.7.1 N/A

10.8 CONDITIONS OF SALE AND DEVELOPMENT

10.8.1 The Purchaser shall ensure that all areas not built upon shall be maintained in a clean and tidy state, having regard to the use and application of the land and not constitute a nuisance by the generation of dust, smoke or any other objectionable matter.

10.8.2 The Purchaser shall ensure that the environmental management of the ELIDZ is complied with and that the provisions of National Environmental Management Act 107/1998 and the Environmental Conservation Act No. 107/ 1998 as amended as well as the regulations promulgated are complied with.

10.8.3 The Purchaser shall ensure that the development of the property shall be restricted by 1:100 year flood lines.

10.8.4 The Purchaser shall ensure that the relevant regulations and by laws are complied with.

10.8.5 The Purchaser shall ensure that no excess materials are to be deposited by the Purchaser on any

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

open space or in any streamline / river course.

- 10.8.6 The Purchaser shall ensure that no part of its building shall be visible from any street boundary nor shall be used in such manner as may in the opinion of the BCMM, constitute an unsightly condition unless enclosed by a brick wall, or a wall of at least two and a half (2,5) meters in height.
- 10.8.7 The Purchaser shall ensure that any machinery and plant to be used shall be designated and operated in such a manner as in the opinion of the BCMM eliminates as far as possible any nuisance from the burning of fuels and the Purchaser or its assigns shall comply strictly with the provisions of the Atmospheric Pollution Prevention Act NO. 45 OF 1965 as amended and any regulations.
- 10.8.8 The purchaser shall ensure that no noxious, unhealthy, offensive or dangerous trade or industry shall be conducted on the erf.
- 10.8.9 The Purchaser shall not cause a nuisance to owners or occupiers of neighbouring properties due to bad smells, dust, soot or excessive noise.
- 10.8.10 The Purchaser shall ensure that excavation from the erf of any material other than to prepare the site for building is done only after the approval of BCMM is given. The parties record that it was agreed that the Purchaser shall be entitled to commence with Ground works on date of occupation of the property.

10.9 CONDITIONS IMPOSED ON PURCHASER AS DEVELOPER

- 10.9.1 The Purchaser is a Developer and therefore the property is sold to him on the following terms and conditions which are material to this agreement:
 - 10.9.1.1 To populate and develop the erf within 18 months of the date of transfer of the land.
 - 10.9.1.2 To populate the erf with qualifying IDZ Enterprises. Only IDZ Enterprises are permitted to carry out operations within the IDZ. To qualify the Enterprise must satisfy the investment criteria. An Industry Cluster Guideline will be provided to the Developer.
 - 10.9.1.3 To acknowledge and comply with the final approval of the Enterprise qualifying as an IDZ Enterprise which is and shall be subject to the Board of the ELIDZ Operator.
 - 10.9.1.4 To acknowledge that it is a requirement of the Zone Operator that the Purchaser (developer) agrees to develop a minimum of 50 % (fifty per centum) of the site coverage of the erf. (Reference is made to the Buffalo City Zoning Scheme Regulations August 2007.)
 - 10.9.1.5 The developer shall ensure that its operations shall be in support of and co-operate with the ELIDZ Operator.
- 10.9.2 The Purchaser shall on approval by BCMM provide the Seller with confirmation and proof that the erection of any development and/ or intended factory or industrial premises has been approved by the Local Municipality of Buffalo City.
- 10.9.3 the Purchaser shall provide the Seller with the confirmation and proof that the erection of the intended factory or industrial premises and / or the intended industrial operation, has been approved by the Provincial Government of the Eastern Cape or other authority from whom permission is necessary and as is required in terms of the Environmental Conservation Act No. 73 of 1989, within such reasonable time after the date of approval of the said development by the ELIDZ Operator.
- 10.9.4 The Purchaser shall sign a written undertaking immediately upon signing of this agreement to abide by the ***Design Review Manual for Zone*** and the ***Zone Rules***. A copy of such documents shall

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

be attached and incorporated herein.

- 10.9.5 The Developer further agrees that as a developer within the IDZ, all its functions and activities that effect the permit conditions of the ELIDZ Operator shall, despite its ownership rights within the property, be subject to the approval of the ELIDZ Operator Board where necessary.
- 10.9.6 The purchaser acknowledges that it is aware of the requirement and shall ensure compliance with the requirement that a party intending to undertake a business or manufacturing enterprise shall, prior to the commencement thereof be required by the East London Industrial Development Zone SOC Ltd to complete a comprehensive screening questionnaire to determine the suitability of the intended business, or industrial undertaking, to the particular zone. The Purchaser agrees to complete the questionnaire accurately and comprehensively and acknowledges that the representations made by them in such questionnaire will be binding on it.
- 10.9.7 The Developer acknowledges that the ELIDZ Operator shall provide services including Municipal Type Services, other estate services and additional services, to the designated area within which the property fall and therefore agrees to accept the provision of such services provided by the ELIDZ Operator.
- 10.9.8 The Developer accepts that agreements shall be undertaken by the Purchaser and / or the IDZ Enterprise with the Seller for services above, where utility service charges and estate costs and charges shall be applicable. The Purchaser agrees that such agreements (or agreements of similar nature with other Enterprises within the IDZ) shall be entered into by its tenants or intended purchaser as the case may be and such shall be a condition of future agreements of such nature (lease or purchase) between itself and its tenants or intended purchaser.
- 10.9.9 The Seller and the Developer encourages open communication about the identity and nature of possible potential investors and both parties undertake to not sabotage or compete with the other as both parties understand that the intention is to promote investment within the ELIDZ.
- 10.9.10 All information pertaining to the proposed developments shall be treated as strictly confidential between the parties.

11 INDUSTRIAL DEVELOPMENT ZONE RULES NOT APPLICABLE

- 11.1 It is recorded that the properties held in terms of Title Deed _____, EAST LONDON and that the PROPERTY hereby sold is _____ .
- 11.2 It is recorded that it is the intention of the Seller to have _____ (and therefore also the PROPERTY hereby sold), proclaimed as and incorporated in the East London Industrial Development Zone as Fort Jackson Complex. The Purchaser accordingly agrees to support any such request and to bind itself to the Zone Rules for the Industrial Development Zone which will be established for the benefit of property owners and IDZ Enterprises falling within the township and to allow the ELIDZ Operator to effectively manage and co-ordinate the delivery of the services and amenities with regard to the property. This Township will be proclaimed once the transfer of the property is done.

12. BREACH

- 12.1 If either party commits a breach of any of the material provisions of this agreement (save for clause 3 which carries its own remedy) and fails to remedy such breach within fourteen(14) days after

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

receipt of written notice from the other party calling upon it to remedy such breach then the aggrieved party shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or at law, to

12.1.1 cancel this agreement and claim such damages as it may have sustained from the defaulting party and, if the purchaser is the defaulting party the seller shall be entitled, pending the determination of such damages, to retain any amounts paid on account thereof; or

12.1.2 cancel this agreement and if the purchaser is the defaulting party the seller shall be entitled to retain as a preestimate- of liquidated damages any amounts paid on account in terms of clause 3 of this agreement or on account of costs; or claim immediate performance by the defaulting party of all of its obligations in terms of this agreement whether or not the due date for performance shall otherwise have arrived.

12.2 If the relevant breach is not capable of being remedied within fourteen (14) days or within such longer period as the defaulting party may prove to be reasonable in the circumstances, it shall not be necessary to give such notice.

13. AGENT

13.1 It is recorded that the Seller gave no agent a mandate to dispose of the property and that the Purchaser was not introduced to the property by an estate agent and, accordingly, no agent commission is due on the sale.

14. COMPLIANCE WITH LAW

14.1 The purchaser shall comply with all laws relating to the use and occupation of the property and shall not do anything or omit to do anything or allow anything to be done or allow anything be omitted to be done that may constitute a contravention of any such law.

14.2 Without limiting the generality of the foregoing the purchaser shall comply with all rules made by any competent entity relating to the use and occupation of the property and/or conduct generally within the Zone or area of which the property forms part.

15. INTEREST

15.1 All amounts payable by the Purchaser to the Seller in terms of this agreement and which are not paid promptly on due date for payment thereof shall bear interest calculated at the prime rate from the due date for payment until the date of actual receipt of payment by the Seller.

16. DOMICILIUM AND NOTICES

16.1 The parties choose *domicilium citandi et executandi* ("domicilium") for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving of any process, as follows :

| | |
|---------------|--|
| SELLER | PHYSICAL ADDRESS: East London Industrial Development Zone SOC Ltd., Lower Chester Road, Sunnyside, East London, |
|---------------|--|

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

| | |
|--|--|
| | POSTAL ADDRESS: P O Box 5458, Greenfields 5208 |
| | EMAIL ADDRESS: |
| | TELEPHONE: 0437028200 |

| | |
|------------------|--------------------------|
| PURCHASER | PHYSICAL ADDRESS: |
| | POSTAL ADDRESS: |
| | EMAIL: |
| | TELEPHONE: |

16.2 Either party shall be entitled from time to time, by giving written notice to the other, to vary its physical domicilium to any other physical address (not being a post office box or posted) within the Republic of South Africa, to vary its postal domicilium to any other postal address within the Republic of South Africa and to vary its facsimile domicilium to any other facsimile number.

16.3 Any notice given or payment made by either party to the other ("addressee") which is:

- 16.3.1 delivered by hand between the hours of 09:00 and 17:00 on any;
- 16.3.2 business day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery;
- 16.3.3 Posted by prepaid registered post to the addressee's postal domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the fourteenth day after the date of posting.

16.4 Any notice given by either party to the other which is successfully transmitted by facsimile to the addressee's facsimile domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

16.5 This clause shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause.

16.6 Any notice in terms of or in connection with this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

17. GENERAL

17.1 Without prejudice to any other provision of this agreement, any successor-in-title-, including but not limited to any executor, heir, liquidator, judicial manager, curator or trustee, of either party shall be bound by this agreement.

17.2 Risk and profit with regard to this purchase and sale of the property shall be for the account of the Purchaser from on transfer date.

17.3 The expiration, cancellation or other termination of this agreement shall not affect those provisions of this agreement as expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

- 17.4 This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof.
- 17.5 Neither party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein.
- 17.6 No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.
- 17.7 No indulgence or extension of time which either party may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor (being the party giving such) in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.
- 17.8 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the signature date, and as amended or substituted from time to time.
- 17.9 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this agreement.
- 17.10 Where any term is defined within a particular clause other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
- 17.11 Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding day which is a business day.
- 17.12 Any term which refers to a South African legal concept or process (for example including but not limited to winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process.
- 17.13 The terms of this agreement having been negotiated and the parties agree that the *contra proferentem* rule shall not be applied in the interpretation of this agreement.
- 17.14 The signature by either party of a counterpart of this agreement shall be as effective as if that party had signed the same document as the other party.
- 17.15 This agreement shall be binding on the parties when signed by both parties.
- 17.16 This agreement shall be binding subject to the fulfilment of the suspensive conditions.
- 17.17 The signatories to this Agreement hereby warrant that they have the proper and full authority to sign this Agreement on behalf of the parties hereto, and shall produce the necessary resolution to such effect, if called upon to do so.

18. POPIA

- 18.1 By signing this Agreement, the PURCHASER hereby consents to providing the SELLER with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).
- 18.1.1 The SELLER undertakes to:
 - 18.1.2 It will take all reasonable steps and precautions to preserve the integrity of the PURCHASERS Personal Information and to prevent any corruption or loss of such data.
 - 18.1.3 It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the PURCHASER'S Personal Information as

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____

described in the Act for any purpose other than with the express prior written consent of the bidder.

- 18.1.4 Utilize the personal information provided for the purposes of the sale of immovable property, contracting and transfer thereto.
- 18.1.5 It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The SELLER undertakes to immediately inform the PURCHASER in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
- 18.1.6 Due and reasonable care of the PURCHASER'S personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
- 18.1.6 At all times strictly comply with its obligations under Data Protection Legislation.
- 18.1.7 Subject to legislative, regulatory, contractual and other legitimate conditions, the PURCHASER has certain rights in terms of how their information is processed. The PURCHASER can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the SELLER'S Information Officer, or his/her deputy/ies, or the Information Regulator.
- 18.1.8 It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
- 18.1.9 It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.
- 18.1.10 The SELLER shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the PURCHASER.

THUS DONE AND SIGNED BY **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD.** on the _ day of _____ 2026 in the presence of the undersigned witnesses:

For and on behalf of EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD
TEMBELA ZWENI, CHIEF EXECUTIVE OFFICER, who warrants that he is duly authorized hereto

AS WITNESSES:

1. name and signature _____

2. name and signature _____

THUS DONE AND SIGNED BY _____
on the ___ day of _____ 2026 in the presence of the undersigned witnesses:

INITIAL: ELIDZ _____ WITNESS 1: _____ WITNESS 2: _____
INITIAL: PURCHASER: _____ WITNESS 1: _____ WITNESS 2: _____

For and on behalf of _____

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

AS WITNESSES:

1. Name and signature _____

2. Name and signature _____

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____



ANNEXURE 4

DRAWINGS

INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____



INITIAL: ELIDZ _____

WITNESS 1: _____

WITNESS 2: _____

INITIAL: PURCHASER: _____

WITNESS 1: _____

WITNESS 2: _____