



SERVICES AGREEMENT

BETWEEN:

TRANS-CALEDON TUNNEL AUTHORITY

("TCTA")

AND

[•] (PROPRIETARY) LIMITED

("THE SERVICE PROVIDER")

**APPOINTMENT OF ENVIRONMENTAL MANAGEMENT PROFESSIONALS TO SERVE
ON A PANEL OF EXPERT ADVISORS FOR A PERIOD OF 60 MONTHS**

BY AND BETWEEN:

- A. TCTA, a public sector entity, which conducts business in the water sector in the implementation of large infrastructure projects for the supply of bulk raw water.; and
- B. The Service Provider, a company/joint venture/consortium/trust/institution incorporated in terms of the laws governing companies in the country in which they are registered.

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following words and their cognates shall have the meaning attached them below unless otherwise stated or inconsistent with the context:

- 1.1.1. **“Agreement”** means this services agreement together with the annexures hereto, including any addendums as included from time to time;
- 1.1.2. **“Applicable Laws”** means relevant law governing that area of law as amended from time to time.
- 1.1.3. **“Anti-Bribery Laws and the Anti-Money Laundering Laws”** means all anti-bribery and anti-money laundering laws which are in force and have legal effect from time to time in the relevant country and/or territory;
- 1.1.4. **“Commencement Date”** means the date on which the last party signs this Agreement;
- 1.1.5. **“Fees”** means the fees to be paid by TCTA to the Service Provider for the Services as set out in the relevant **Annexure J** of the bid document;
- 1.1.6. **“Intellectual Property”** means any trademarks, designs, patents, copyright, concepts, source code, Confidential Information, ideas, inventions, methods, methodologies, procedures, processes, know-how, techniques, models, reports, statements, templates, software, software tools, utilities and routines or any changes or additions thereto (if any) whether capable of registration or not and whether registered or not;
- 1.1.7. **“Invoice”** means an original tax invoice;
- 1.1.8. **“Parties”** means TCTA and the Service Provider, and **“Party”** shall mean either one of them as context may require;
- 1.1.9. **“Personnel”** means all directors, employees, officers, agents, representatives, consultants, contractors and/or sub-contractors of the

Service Provider, who are assigned from time to time to work in connection with the performance of the Services;

- 1.1.10. **“Services”** means the services as specified on the front page of this Agreement and the Scope of Work;
 - 1.1.11. **“Scope of Work”** means the general scope of work that informs the Services as set out as per **Annexure A**.
 - 1.1.12. **“Systems”** means any electronic system, software, technology or digital tool.
 - 1.1.13. **“VAT”** means value-added tax as levied in terms of the **Value-Added Tax Act 89 of 1991**, or any replacement or amending legislation, at the rate applicable from time to time
- 1.2. any reference to:
- 1.2.1. the singular includes the plural and vice versa.
 - 1.2.2. gender includes the other genders.
 - 1.2.3. references to a “person” includes any natural person, firm, company, corporation, legal entity, government, organ of state or state agency or any association, trust, consortium or partnership (whether or not having a separate legal personality).
- 1.3. the clause headings in this Agreement have been inserted for convenience only and shall not be considered in its interpretation.
- 1.4. when any number of days is prescribed in this Agreement, same shall be Business Days reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa unless otherwise specified.
- 1.5. the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

2. INTRODUCTION

- 2.1. This Agreement is subject to and shall be read together with:
- 2.1.1. The contents of the bid document issued by TCTA for the Services, including all annexures hereto and any additional requirements, stipulations and amendments thereto by TCTA;

- 2.1.2. The relevant bid response from the Service Provider including all annexures and supporting documentation;
- 2.1.3. The signed letter of award acknowledged by the Service Provider.
- 2.2. In the event of any ambiguity and/or conflict in respect to the scope of work and deliverables stipulated in the documents listed in 2.1 above and any other terms and conditions entered into between the parties, the bid document issued by TCTA for the Services shall take precedence.
- 2.3. In the event of any ambiguity and/or conflict with any other provision other than the scope of work and the deliverables in the documents listed in 2.1 above and any other terms and conditions entered into between the parties, then this Agreement shall take precedence.
- 2.4. TCTA has appointed the Service Provider to render the Services on a non-exclusive basis.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement shall come into effect on the Commencement Date and shall endure for the period of 60 (sixty) months thereafter.
- 3.2. Should the Services not be completed by the stipulated date of expiry, TCTA shall reserve the right to extend the term of this agreement for a period not exceeding 12 (twelve) months, on prior written notice to the Service Provider.
- 3.3. Notwithstanding anything to the contrary contained in this agreement, if and to the extent that:
 - 3.3.1. TCTA is unable to procure the necessary funding to undertake and complete the project on which the Service Provider is engaged; and/or
 - 3.3.2. TCTA is unable to conclude water supply agreements with key material water users under the project on which the Service Provider is engaged for any reason whatsoever,then TCTA reserves the right in its sole discretion at any time, and on 30 days (thirty) prior written notice to the Service Provider, to either limit the scope of this agreement, or to terminate this agreement.
- 3.4. TCTA reserves the right to initiate the variation of this Agreement in line with its internal approval processes. Such variation shall be subject to agreement by both parties.

4. SERVICES

- 4.1. The Parties agree to manage the Services in accordance with this Agreement and in line with the Scope of Work.
- 4.2. The Service Provider hereby undertakes to:
 - 4.2.1. exercise such skill, diligence, prudence, foresight and/or good judgment which would be expected from a highly skilled, experienced and reputed person engaged in the provision of the Services in the relevant industry/country/profession;
 - 4.2.2. ensure that its Personnel abides by the provisions of the Confidentiality undertakings contained in clause 11;
 - 4.2.3. provide suitable, qualified and experienced Personnel to render the Services;
 - 4.2.4. comply with requests by TCTA from time to time in relation to the Services;
 - 4.2.5. perform the Services timeously and in a manner consistent with all applicable laws.
- 4.3. TCTA undertakes:
 - 4.3.1. without charge, to furnish to the Service Provider within a reasonable time all pertinent data and information available to it and relevant to the tasks to be performed by the Service Provider under this Agreement. However, the Service Provider shall remain responsible for ensuring that all information required to execute the Scope of Work timeously and suitably is requested from TCTA and/or any relevant third party.
 - 4.3.2. ensure the availability of, and access to its staff for purposes of meetings, discussions, and the like, which may be required by the Service Provider in the performance of its obligations under this Agreement;
 - 4.3.3. consult with, and give the Service Provider reasonable notice where required; and
 - 4.3.4. it will discharge its obligations under this Agreement in a diligent, competent, workmanlike and professional manner.

5. FEES AND PAYMENT

- 5.1. The Service Provider shall render the Services in accordance with this Agreement, TCTA undertakes to make payment in respect of the Fees stipulated in Annexure J of the RFB document.
- 5.2. TCTA shall accept invoices with supporting documents (where applicable) based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.
- 5.3. TCTA reserves the right to request the following information from the Service Provider prior to making payment:
 - 5.3.1. A VAT registration certificate, if the Service Provider is a VAT vendor;
 - 5.3.2. Statement of account detailing cumulative costs claimed from contract inception against the contract amount.
 - 5.3.3. An invoice that contains a Purchase Order number as a reference and the Service Provider's VAT number, if registered for VAT, the Service Providers registered name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.
- 5.4. Payment will only be made against original invoices which complies with the requirements of the Applicable Laws. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.
- 5.5. TCTA shall pay the Service Provider into the banking details provided to it by the Service Provider on a stamped bank letter.
- 5.6. The Service Provider shall ensure that any change in its banking details is communicated to TCTA through written communication and duly signed by its duly authorised persons.
- 5.7. The service fees and disbursements set out in 5.1 above, shall be reviewed by the Parties annually on the anniversary of the commencement date of this agreement and on each anniversary of that date thereafter and will be adjusted by an amount equal to the percentage increase in the Consumer Price Index ("CPI") as published by Statistics South Africa-Statistical Release P0141; Table A: Consumer Price Index: Main indices; All Items (CPI headline) for the most recent 12 (twelve) month period for which those statistics would then be available.

- 5.8. No claim by the Service Provider for additional payment, on any grounds, will be allowed, including any misunderstanding or misinterpretation in respect of a Statement of Work, nor will the Service Provider be released from any risk or obligations imposed on and/or undertaken by the Service Provider on any such grounds or on the ground that it could not have foreseen any matter which might affect, or has affected its performance and/or Fees in terms of this Agreement and/or a Statement of Work.

6. PERFORMANCE MANAGEMENT AND MEETINGS

- 6.1. This Agreement shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

- 6.2. The Parties will hold performance management meetings as follows:

More than 3 years	at least twice in 12 months
1 year to 3 years	at least twice in the contract's duration
6 months to 1 year	at least once in the contract's duration
Less than 6 months	optional

- 6.3. The Services Provider shall ensure that its Personnel as being required to attend meetings shall attend each such meeting.
- 6.4. Minutes of all meetings between the TCTA and the Service Provider shall be taken (in English) by the Service Provider's representative attending at such meeting and provided to TCTA by the Service Provider for confirmation within 5 (five) Business Days of the relevant meeting to which they refer.
- 6.5. TCTA may, by giving no less than 48 (forty-eight) hours written notice thereof to the Service Provider, setting out full and precise reasons, require the Service Provider to remove any member of its Personnel or subcontractors who, in TCTA's reasonable opinion, is failing to perform their duties in a satisfactory manner and the Service Provider shall take such steps as may be necessary to give effect to such notice.

7. SUB-CONTRACTING

- 7.1. The Service Provider shall not, without the prior written consent of TCTA, sub-contract any part or the whole of this Agreement to any other Service Provider.
- 7.2. Notwithstanding TCTA's consent to sub-contracting any portion of this Agreement, the Service Provider shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of Services in terms of this Agreement or any part thereof.
- 7.3. The Service Provider shall not cede or assign any of its rights or obligations under this Agreement without the prior written consent of TCTA.

8. MAINTENANCE OF RECORDS AND INFORMATION

For the duration of this Agreement and for a period of at least 5 (five) years afterwards (or for such other retention period as may be required by law from time to time in relation to any record(s), whichever period is the longer), the Service Provider agrees to maintain and safekeep, in a digital format, to keep accurate records in respect of the Services.

9. AUDITS AND ACCESS TO ACCOUNTS

TCTA is audited from time to time and for this purpose TCTA shall, on reasonable notice require copies of information relating to this Agreement. For the avoidance of doubt the Service Provider is not obliged to disclose documents or parts of documents that do not relate to the Services, compliance with TCTA's requirements, procedures or any other obligations owed to TCTA under this Agreement.

10. SYSTEMS

- 10.1. The Service Provider shall ensure that its systems have the capacity and performance necessary to enable the Service Provider to perform the Services and to fulfil the Service Provider's obligations under this Agreement.
- 10.2. The Service Provider warrants and undertakes that their Systems:
 - 10.2.1. Shall not interrupt the delivery of the Services;
 - 10.2.2. Shall include the necessary back-ups and fail safes to ensure the continuation of the Services;
 - 10.2.3. and Personnel comply with the obligations in relation to the security and integrity of the Services and the Systems,

- 10.2.4. without prejudice to the foregoing, the Service Provider shall ensure that no virus is coded or otherwise introduced into the Systems or into any systems used or owned by TCTA. If a virus is found to have been introduced, the Service Provider shall at its own cost take all necessary remedial action to eliminate the virus and, if the virus causes a loss of operational efficiency or loss of data, take all steps necessary and provide all assistance required by TCTA to mitigate the losses and restore efficiency and data; and
- 10.2.5. and each of their respective components shall be always maintained.

10.3. The Service Provider further undertakes:

- 10.3.1. to inform TCTA prior to incurring significant expenditure in relation to any new Systems which are relevant to the Service Provider's provision of the Services to TCTA or the compatibility of the Service Provider's Systems with those of TCTA;
- 10.3.2. to comply with any Systems integration or interfacing plan agreed between it and TCTA provided that a different scope and rates are agreed between the Parties in writing.

11. CONFIDENTIAL INFORMATION

- 11.1. Confidential information shall refer to any information or data, other than personal information, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party (intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises).
- 11.2. The Service Provider is expressly prohibited from divulging any confidential information to any third party, including the media, without TCTA's express prior written consent, nothing at all excepted.
- 11.3. The confidentiality obligations will not apply to information which:
 - 11.3.1. is public knowledge, or becomes public knowledge at any time through no fault of the Service Provider;
 - 11.3.2. is disclosed to the Service Provider by a third party with the lawful right to such make disclosure and who did not obtain such information directly or indirectly from TCTA;

- 11.3.3. was known to the Service Provider prior to the date of disclosure by TCTA as it can prove through documentary material in its possession; and or
- 11.3.4. is required to be disclosed in terms of an order of court.

12. PERSONAL INFORMATION

- 12.1. TCTA may collect personal information for purposes of managing the Services, auditing purposes and any other purpose as stipulated by the applicable laws governing organs of state.
- 12.2. TCTA may collect personal information directly and/or from external third parties.
- 12.3. All personal information collected by TCTA will be stored as follows:
 - 12.3.1. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
 - 12.3.2. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
 - 12.3.2.1. Required by law or contractual obligation.
 - 12.3.2.2. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
 - 12.3.3. Retained further with the person's consent:

After which the information will be de-identified and disposed of as per the TCTA Records policy.
- 12.4. Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto.
- 12.5. A data subject has the following rights to his/her personal information collected, processed, and stored by TCTA:
 - 12.5.1. Right of access to and the right to rectify or update the personal information collected.
 - 12.5.2. The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.

- 12.5.3. The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.
- 12.6. TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.
- 12.7. This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za>.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. All Intellectual Property rights owned by and licenced to each Party remains the sole property of such Party.
- 13.2. TCTA shall acquire all copyright and other proprietary rights in the Scope of Work including but not limited to all reports, written advice or other written materials generated by the Service Provider in the execution of its obligations in terms of this Agreement. For the avoidance of doubt, this clause does not cover Service Provider's Intellectual Property (which, for the purpose of this clause shall include any third party Intellectual Property) embedded or employed in the Deliverables or execution of the Services.
- 13.3. The Service Provider warrants that no aspect of the Service Provider Intellectual Property utilised by TCTA in terms of this Agreement will infringe any patent, design, copyright, trade secret or other proprietary right of any third party and the Service Provider shall, at its cost, defend TCTA against any claim that the Services infringe any such third party Intellectual Property.
- 13.4. At TCTA's request and expense, the Service Provider will do all such things including signing all documents or other instruments necessary to confirm or vest in TCTA the rights assigned or otherwise transferred to TCTA in terms of this Agreement.
- 13.5. On request by TCTA and in any event on the expiry or termination of this Agreement, the Service Provider will promptly deliver to TCTA, all copies of materials relating to the Services then in the Service Provider's possession.

14. LIABILITY

- 14.1. Neither Party shall be liable to the other for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue, goodwill or loss of data arising out of this Agreement.

- 14.2. Each Party shall be liable to the other Party for all direct loss or damage sustained by the other Party arising out of its wilful or negligent actions or omissions.
- 14.3. Notwithstanding the clause above, either party shall only be liable to a maximum of twice the Fees paid as at the time of the incident giving rise to liability.
- 14.4. Clause 14.3 above does not exclude liability in an instance fraud, gross negligence and any other liability that may not be limited by law.

15. DISCLAIMER AND INDEMNITY

- 15.1. Neither the Service Provider, nor its Personnel shall have any claim against TCTA, directors or employees in the event of any loss, injury (whether fatal or otherwise), or damage to property occurring during the performance of the Services.
- 15.2. Save where a clause makes provision for its own indemnity, the Service Provider indemnifies TCTA against all loss, injury, costs or damage howsoever caused which TCTA may suffer or incur and any and all claims which may be brought against TCTA in respect of any loss, liability, damage, costs and/or expenses of any nature whatsoever as a consequence of or which may arise from or is attributable to any acts or omissions on the part of the Service Provider and/or its Personnel.

16. FORCE MAJEURE

- 16.1. For purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond the reasonable control of a Party, which could not reasonably have been foreseen or prevented, and which renders the performance of that Party's obligations impossible or materially impracticable, including but not limited to:
- 16.1.1 acts of God, drought, flood, fire, earthquake or other natural disasters; war, invasion, armed conflict, terrorism, riots or civil unrest; strikes, lock-outs or other industrial action not limited to the affected Party's employees; epidemics, pandemics, or public health emergencies; acts or omissions of government or regulatory authorities, including laws, regulations, directives or lockdowns' failure or interruption of utilities or transport networks; and any other cause beyond the reasonable control of the affected Party.
- 16.2. If either Party is prevented or restricted directly from carrying out all or any of its obligations or duties under this Agreement by a Force Majeure, this clause 16 shall apply.
- 16.3. If either Party is prevented or delayed in the performance of any of its obligations or duties under this Agreement and/or a Scope of Work, by a Force Majeure, then that Party shall within 1 (one) day of that Party becoming aware of the Force Majeure, notify

the other Party specifying the nature and extent of the circumstances giving rise to the Force Majeure.

- 16.4. The affected Party shall, subject to service of the notice under clause 16 hereof, have no liability in respect of the performance of such of its obligations or duties as are directly prevented by the Force Majeure during the continuation of such event(s) and for such time after they cease, as is reasonably necessary for that Party to begin re-performing the affected obligation or duty.
- 16.5. The affected Party shall use all reasonable endeavours, both to notify the other Party of the end of the Force Majeure and to recommence its affected operations as soon as reasonably practicable for it to perform its obligations or duties under this Agreement and/or a Statement of Work.
- 16.6. Either party may elect to terminate this Agreement should a Force Majeure occur.

17. BREACH

- 17.1. A Party commits a breach of this Agreement if such Party fails to perform any of its obligations in terms of any provision of this Agreement.
- 18. Should a Party breach this Agreement; then the aggrieved Party shall notify the other party in writing of such default or failure and the other Party shall within 14 (fourteen) days of receipt of such notice, remedy such default or failure, failing which the aggrieved Party shall be entitled, if it so elects, to terminate this Agreement

19. DISPUTE RESOLUTION

- 19.1. Any dispute arising at any time between the parties to this Agreement shall be discussed between the Parties who will attempt, in good faith, to resolve such dispute.
- 19.2. Should the Parties fail to resolve the dispute, it may be referred to arbitration as set out below by agreement between the parties and/or either Party may elect to terminate the Agreement.
- 19.3. Any such arbitration shall be held in Johannesburg in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended.
- 19.4. The arbitrator shall be appointed by the Parties, and failing agreement, shall be nominated by the Chairperson for the time being of the Johannesburg Bar Council.
- 19.5. The arbitrator shall be entitled to:

- 19.5.1. determine and settle the formalities and procedures, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence;
 - 19.5.2. investigate or cause to be investigated any matter, fact or thing which the arbitrator considers necessary or desirable in connection with any matter referred to him for decision;
 - 19.5.3. decide the matters submitted to the arbitrator according to what he or she considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and
 - 19.5.4. make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as the arbitrator in his or her discretion may deem fit and appropriate.
- 19.6. The arbitration shall be held as promptly as possible after it is agreed between the Parties, with a view to it being completed within 30 (thirty) Business Days.
- 19.7. The Parties agree that the decision of the arbitrator shall be final and binding.
- 19.8. Nothing contained in this clause shall preclude either party from seeking relief of an interim or urgent nature in any court of competent jurisdiction.
- 19.9. This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

20. TERMINATION OF AGREEMENT

- 20.1. Either Party may terminate this Agreement by providing the other Party 1 (one) month prior written notice.
- 20.2. Where this Agreement has been cancelled as provided for above, then:
- 20.2.1. a final account shall be prepared for that portion of the services executed by the Service Provider, which has not been paid for by TCTA. TCTA shall assess the claim, and if in order, make payment of such amount within 30 (thirty) days after receipt of a tax invoice, by electronic fund transfer into the nominated bank account of the Service Provider;
 - 20.2.2. TCTA shall be entitled to employ a third party to complete the outstanding services and to rectify any sub-standard work in that portion of the services executed by the Service Provider; and

20.2.3. TCTA shall be entitled to use all data, working papers, research, documentation, and other information for purposes of proceeding with the execution of the services.

20.3. For purposes of interpretation, the provisions of this Agreement shall continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. This shall not be deemed an extension of the Agreement itself, the Scope of Work or the Fees.

21. BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

The Service Provider shall ensure that it provides TCTA on an annual basis with a valid BBBEE certificate for the duration of the Agreement.

22. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING UNDERTAKINGS

22.1. The Parties hereby warrant and undertake to each other that:

22.1.1. they have not violated, and that they will always comply with, Anti-Bribery Laws and the Anti-Money Laundering Laws;

22.1.2. none of the payments between the Parties were or shall be the product of or derived from unlawful activity and none of either Party's activities will (to the extent such matters are within the control of such Party) cause said Party or the other Party to be in violation of applicable Anti-Money Laundering Laws; and

22.1.3. if either Party gains knowledge of any conduct by one of their respective Representatives, Affiliates, or Affiliates' Representatives, which violates applicable Anti-Bribery and/or Anti-Money Laundering Laws, or if it has specific suspicion of such conduct based on any official investigation, action, lawsuit or proceeding by a competent authority, it shall immediately inform the other Party of such knowledge and information thereof.

22.2. Should either party determine in good faith, or have good reasons to suspect that the other party, its affiliates, or their respective representatives are engaging, or have engaged in a conduct that violates, or may place such party at risk of liability under the anti-bribery laws or anti-money-laundering laws, including the breach of any representation herein, it may terminate this Agreement immediately upon written notice to the other party, without prejudice to the damages it may claim in relation to such termination.

23. CONFLICT OF INTEREST

The Service Provider and its Personnel shall avoid any conflict of interest in the provision of the Services to TCTA and to any other party. In the event of a conflict of interest or suspected conflict of interest the Service Provider shall notify TCTA in writing within 24 (twenty four) hours of such conflict arising. If there is a conflict of interest, the parties will refer to the Breach clause above to resolve same.

24. GENERAL

- 24.1. Any latitude, extension of time or other indulgence which may be granted by one Party to the other or any failure by a Party to enforce any of its rights under this agreement at any time shall not, under any circumstances, be deemed to be a waiver of any of that Party's rights thereafter to enforce same and each Party shall be entitled to compel strict compliance with the terms and conditions of this Agreement.
- 24.2. No variation of this Agreement shall be of any force or effect unless recorded in writing and signed by the Parties.
- 24.3. Each Party will bear its own costs relating to the drafting, negotiating, and settling of this Agreement.

25. DOMICILIUM CITANDI ET EXECUTANDI

- 25.1. The Parties hereby choose their domicilium citandi et executandi for all purposes of this Agreement as follows:

for the service of process or hand delivery:

TCTA at:

Byls Bridge Office Park, Building 9
Corner of Olievenhoutbosch & Jean Ave
Doringkloof
Centurion
PO Box 10335
0046

the Service Provider at:

.....
.....
.....
Cell Phone Number:
Email:

- 25.2. Each Party shall nominate an address in substitution for the address set out above in respect of it at any time by giving each Party hereto 21 (twenty-one) days written notice of such change of address.
- 25.3. Any notice or letter posted by registered post to the postal address provided above shall be deemed to have been received 10 (ten) days after the date of posting thereof.
- 25.4. Any notice or letter sent by electronic mail to the electronic mail address provided above shall be deemed to have been received on the day following that on which it was sent.

26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

FOR AND ON BEHALF OF THE SERVICE PROVIDER:	
Date, Name and Signature of Authorised Representative	
FOR AND ON BEHALF OF TCTA:	
Date, Name and Signature of Authorised Representative	
<i>The parties agree and acknowledge that electronic signatures shall be acceptable for purposes of entering into a valid and binding legal agreement.</i>	

ANNEXURE A

SCOPE OF WORK

[INSERT SCOPE OF WORK AS PER THE BID DOCUMENT]

ANNEXURE B

FEES SCHEDULE

[INSERT FINAL PAYMENT SCHEDULE AS PER THE BID SUBMISSION]