

SUPPLIER AGREEMENT

entered into between

COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH

A statutory council established in 1945, with continued existence under the Scientific Research Council Act, No 46 of 1988, as amended

("the **CSIR**")

and

THE PARTY WHOSE DETAILS ARE SET OUT IN ANNEXURE A OF THIS SUPPLIER AGREEMENT

1 WHEREAS:

- 1.1 The CSIR has identified the need to task a suitably qualified supplier to provide certain Goods/Works and/or Services and/or services to the organisation, as more specifically defined under Clause 2.1.14 below; and
- 1.2 The Supplier has - in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the CSIR's procurement policy - been identified as such, and is willing and able to provide the Works on the terms and conditions as set out herein below.

NOW WHEREFORE THE PARTIES HEREBY RECORD AND AGREE AS FOLLOWS:**2 INTERPRETATION AND DEFINITIONS**

- 2.1 In this Agreement, unless the context indicates otherwise, the following words will have the following meanings:
- 2.1.1 **"Agreement"** means the agreement embodied by this document together with any annexures hereto;
- 2.1.2 **"Agreement Interest Rate"** means the publicly quoted prime overdraft rate of interest per annum, from time to time charged by the CSIR's primary bank, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove, calculated daily and compounded monthly in arrears;
- 2.1.3 **"Applicable Law"** means any of the following, from time to time, to the extent it applies to a Party (including, as applicable, Affiliates and subcontractors of a Party), or the Works (including, the performance, delivery, receipt or use of the Works, as applicable and wherever occurring): (i) any statute, regulation, policy, by-law, ordinance or subordinate legislation (including treaties, multinational conventions and the like having the force of law);(ii) the common law; (iii) any binding court order, judgment or decree; (iv) any applicable industry code, policy or standard enforceable by law; or (v) any applicable direction, policy or order that is given by a regulator;
- 2.1.4 **"B-BBEE"** means broad-based black economic empowerment, as defined in the B-BBEE Act;
- 2.1.5 **"B-BBEE Act"** means the Broad-Based Black Economic Empowerment Act, No. 53 of 2003, as amended;
- 2.1.6 **"B-BBEE Codes"** means the B-BBEE Codes of Good Practice on Broad-Based Black Economic Empowerment published in terms of section 9(1) of the B-BBEE Act;
- 2.1.7 **"Best Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a person skilled and experienced in providing the relevant Works (holding himself as being an expert in providing such relevant Works) seeking in good faith to fully comply with its contractual obligations;

- 2.1.8 **"Business Day"** means any day other than a Saturday, Sunday or proclaimed public holiday officially recognised as such in the Republic of South Africa;
- 2.1.9 **"Commencement Date"** means the "Commencement Date" specified in the Contract Data;
- 2.1.10 **"Commercially Reasonable Efforts"** means taking such steps and performing in such a manner as a well-managed company (or other entity) would undertake where such company (or other entity) was acting in a determined, prudent, and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party;
- 2.1.11 **"Compliant Tax Status"** means a tax status of compliant at the relevant date, as depicted on the central supplier database, the SARS' tax compliance Status system, or by valid tax clearance certificate obtained from SARS or from the SARS' tax compliance status system;
- 2.1.12 **"Confidential Information"** means any information received or obtained by the Parties: (i) as a result of entering into this Agreement; or (ii) in connection with the business of either of the Parties relating to this agreement, including, without limitations, any past, present or future research, development, business activities, commercial, financial, marketing, products, services, technical, or other data, know-how, trade-secrets or any other information of whatever nature in whatever form;
- 2.1.13 **"Contract Price"** means the full forecasted "Contract Price" and disbursements payable to the Supplier in consideration for the Works as set out in the Contract Data;
- 2.1.14 **"Contract Data"** means the information set out in **Annexure "A"** to this Agreement;
- 2.1.15 **"CSIR Representative"** means the "CSIR Representative" named in the Contract Data;
- 2.1.16 **"Designated Employee"** means the employees of the Supplier who are entrusted by it with the duty to render any part, or the whole of, the Works for or on behalf of the Supplier;
- 2.1.17 **"Goods/Works and/or Services / Works and/or Services"** means the deliverables to be provided by the Supplier to the CSIR as described in the Scope of Works;
- 2.1.18 **"Initial B-BBEE Contributor Status Level"** means the B-BBEE contributor status level of the Supplier as at the Signature Date under the B-BBEE Act and/or the B-BBEE Codes, and as recorded in the Contract Data;
- 2.1.19 **"Intellectual Property"** means all intellectual property rights recognised under the applicable law, whether registered or unregistered, including without limitation: inventions, patent applications and patents; branding and trademarks, service marks, trade names and business names (whether or not registered); copyright and works of authorship; registered designs; trade secrets and know-how; software and algorithms; databases and protectable collections of information; procedures, protocols and methodologies; domain names and web presence; advertising and promotional material and all rights subsisting therein; and all tangible and intangible representations and manifestations of such intellectual property;
- 2.1.20 **"Parties"** means the CSIR and the Supplier, and **"Party"** means any one of them as the context may require;
- 2.1.21 **"PoPI Act"** means the Protection of Personal Information Act, No 4 of 2013;

- 2.1.22 **"Preferential Procurement Policy Framework Act"** means Act No 5 of 2000, as well as the Preferential Procurement Regulations issued thereunder ('PPPFA');
- 2.1.23 **"Renewal Period"** means the "Renewal Period" as set out in Contract Data;
- 2.1.24 **"SARS"** means the South African Revenue Service;
- 2.1.25 **"Signature Date"** means the date of signature of this Agreement by the Party signing last in time;
- 2.1.26 **"Site"** means the place or places where the Works are to be executed;
- 2.1.27 **"Scope of Works"** means the "Scope of Works" set out in **Annexure B**, hereto;
- 2.1.28 **"Service Level Agreement"** means the "Service Level Indicators" set out in **Annexure C**, hereto;
- 2.1.29 **"Supplier Representative"** means the "Supplier Representative" named in the Contract Data;
- 2.1.30 **"Temporary Employment Service"** means recruitment and associated human resource management services of temporary personnel.
- 2.1.31 **"Termination Date"** means the "Termination Date" recorded in the Contract Data;
- 2.1.32 **"Warranty Period"** has the meaning given thereto in Clause 23.1;
- 2.1.33 **"Works"** means the Temporary Employment Services, Contracted Services or ancillary deliverables to the provided by the Supplier to the CSIR;
- 2.1.34 **"VAT"** means value-added tax as may be levied in terms of the VAT Act; and
- 2.1.35 **"VAT Act"** means the Value-Added Tax Act, No. 89 of 1991.
- 2.2 The headings to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions of this Agreement.
- 2.3 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 2.4 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention or the Party supporting the accuracy of the numerals over the words is able to prove, on a balance of probabilities, that the numerals are correct.
- 2.5 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.6 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.

3 APPOINTMENT

- 3.1 The CSIR hereby appoints the Supplier on a non-exclusive basis to provide the Works to the CSIR and the Supplier hereby accepts such appointment on the terms and conditions set out herein.
- 3.2 The Supplier specifically acknowledges and agrees that this Agreement does not establish an exclusive arrangement. Moreover, the CSIR is under no obligation to offer the Supplier a minimum number of orders or particular kinds or volumes of the Works and that the CSIR is entitled to engage any other third party to provide all or any of the Works.

4 COMMENCEMENT AND DURATION

- 4.1 This Agreement shall commence on the Commencement Date and shall terminate on the Termination Date, unless terminated earlier as provided for in this Agreement, subject to any Renewal Periods contemplated in the Contract Data (the "**Initial Period**").
- 4.2 The CSIR shall have an option to extend the duration of the Agreement on the same terms and conditions as set out herein for the duration of the Renewal Period(s), following the expiration of the Initial Period. If the CSIR wishes to exercise such option, it shall do so by delivering a notice in writing to the Supplier at least 1 (one) month prior to the expiry of the Initial Period or the applicable Renewal Period if the Agreement is renewed.
- 4.2.1 To the extent that either Party has performed any act related to the provision of the Works by the Supplier to the CSIR prior to the Signature Date, such act shall be regulated by the relevant provisions of this Agreement.

5 RELATIONSHIP OF THE PARTIES

- 5.1 Nothing in this Agreement shall be construed as constituting:
- 5.1.1 an employer/employee relationship between the Parties, nor shall it authorise the Supplier to incur any liability whatsoever on behalf of the CSIR, save to the extent expressly provided herein;
- 5.1.2 the Supplier as agent of the CSIR or granting any authority to the Supplier to give any warranties or representations of whatsoever nature on behalf of the CSIR;
- 5.1.3 a partnership, quasi-partnership, joint venture or association of any kind between the Supplier and the CSIR.
- 5.2 The Supplier (including its Designated Employees) shall not be entitled to receive, and the CSIR shall have no obligation to provide, health or life insurance, pension or other benefits, workers compensation or similar payments, nor shall the CSIR be responsible for the payment or withholding of income, employment or other taxes.

6 SUPPLIER' S OBLIGATIONS IN RESPECT OF THE WORKS

6.1 The Supplier confirms that, as at the Commencement Date:

6.1.1 no application for its winding up is either pending or threatened;

6.1.2 no litigation, arbitration or administrative proceedings are pending or threatened against it which, if adversely determined, would have a detrimental effect upon its financial situation, business activities or its ability to render the Works;

6.1.3 it is fully experienced and properly qualified and equipped to perform the class and/or type of work constituting the Works; and

6.1.4 it has declared to the CSIR any breaches in its information security that it is aware of, and which occurred during the two-year period preceding the Commencement Date, that would require, or have resulted in, notification to the Information Regulator in terms of section 22 of the PoPI Act.

6.2 The Supplier, in executing the Works:

6.2.1 shall (and shall procure that its Designated Employees, sub-contractors and agents) comply with Applicable Law, the Scope of Work, the terms of this Agreement, and the CSIR's policies that are applicable to the execution of the Works, to be provided to the Supplier on request.;

6.2.2 shall, at its own cost, attend such meetings as may reasonably be required by the CSIR from time to time;

6.2.3 shall comply with all reasonable lawful instructions and directions in relation to the Works and/or this Agreement issued to the Supplier by the CSIR;

6.2.4 shall comply with the security and other applicable regulations and policies of the CSIR as may be in existence in all areas of operation of the CSIR as may be amended from time to time as and when communicated to it;

6.2.5 shall be liable for promptly checking and – at its cost - correcting any and all discrepancies, errors and/or omissions in any reports, computer data, drawings, specifications, personal information and/or other documentation originated or supplied by the Supplier and/or its sub-contractors;

6.2.6 shall within seven (7) days of the CSIR's request, furnish it with documentary proof of such disbursements which the CSIR has in writing agreed to reimburse, if applicable;

6.2.7 assumes full responsibility for accounting to the appropriate authorities for Income Tax, VAT or any other moneys required to be paid by it in terms of taxation legislation;

6.2.8 shall at all times ensure that all Designated Employees are adequately skilled, trained, qualified and certified to carry out the Works; and

6.3 recognises that the CSIR may, by reasonable written notice as informed by the Basic Conditions of Employment, require it to replace any of the Designated Employees for any just cause, including, but not limited to, incompetence, misconduct, negligence or any failure to perform in accordance with the

provisions of this Agreement and/or which detrimentally affects the CSIR's operations and/or the execution of the Works or any portion thereof in any way. Notwithstanding the foregoing, the CSIR agrees that it will not request or require the Supplier to terminate any Designated Employee's assignment, prior to the agreed date of termination, unless the Supplier, after dealing with the matters substantively and procedurally in terms of its obligations under current legislation, and in accordance with accepted industrial relations practices, is satisfied that substantive grounds exist for a fair termination of an Designated Employee's assignment.

7 PROVISION OF THE /WORKS AND/OR SERVICES

- 7.1 The Supplier shall provide the Works to the CSIR in accordance with this Agreement and the Scope of Works and shall remedy any defects in the Works and/or replace any Goods/Works and/or Services or items of the Goods/Works and/or Services in accordance with the demands of the CSIR.

8 THE SUPPLIER WILL BE RESPONSIBLE FOR THE CONDUCT, MANAGEMENT AND COMPLIANCE OF THE DESIGNATED EMPLOYEES WITH APPLICABLE LABOUR LEGISLATION. CHARGES

- 8.1 As consideration for the due, proper and punctual execution of the Works, the CSIR shall pay undisputed amounts, without deduction or set-off, the Supplier the charges, subject to the successful awarded Request for Quotation (RFQ).
- 8.2 The charges shall be inclusive of VAT or any other similar locally imposed tax.
- 8.3 In the event that no Adjustment Formula is included in the Agreement, the parties will, 1 (one) month prior to the expiry of the Agreement, negotiate and attempt to agree an adjustment to the rates/prices for the renewal period/s, and in the event that the parties cannot agree, the Agreement will terminate upon expiry of the Initial Period.
- 8.4 The charges are the total amounts payable by the CSIR to the Supplier in respect of the Works and include all and any further direct and indirect costs (whether foreseeable or not) that the Supplier may incur in the supply of the Works, including, but not limited to, transportation, delivery, storage, insurance, all taxes, duties, clearance charges and the like.
- 8.5 The hourly rate payable to the Designated Employees shall increase annually as set out in the Government Gazette for the minimum wage.

9 INVOICING AND PAYMENT

- 9.1 On completion of each awarded project, the Supplier shall deliver original invoices to the CSIR in respect of the Works. The invoice must contain the following minimum information and/or be substantiated by the following documentation
- 9.1.1 amount due in respect of VAT;
 - 9.1.2 the Supplier's VAT registration number;
 - 9.1.3 the CSIR's VAT registration number;
 - 9.1.4 the supplier 's details;
 - 9.1.5 CSIR Clusters / Impact Areas / Research Group and Contact Person;
 - 9.1.6 CSIR's physical address;
 - 9.1.7 order number;
 - 9.1.8 name of project;
 - 9.1.9 tasks completed/deliverable description;
 - 9.1.10 provisional tax number, if applicable;
 - 9.1.11 date of completing relevant task; and
 - 9.1.12 such additional information and/or documentation as the CSIR may reasonably require from time to time.
- 9.2 Payment will take place within 45 (forty-five) days after receipt by the CSIR of a duly prepared original invoice.
- 9.3 Notwithstanding anything to the contrary contained herein, no payment of the Charges will be made unless the Supplier has complied with all its *obligations set out in this Agreement*.
- 9.4 All payments shall be made by electronic funds transfer into the Supplier's bank account, initially being the account set out in the Contract Data.
- 9.5 The CSIR may set off any disputed amounts due and payable by the Supplier pursuant to the terms of this Agreement against any amounts payable by the CSIR to the Supplier on any invoice. If the amounts payable by the Supplier to the CSIR exceed the amounts payable by the CSIR to the Supplier pursuant to an outstanding invoice under this Agreement, then, at the CSIR's option, the Supplier shall either issue a credit note for the net amount which the CSIR may set off against any other invoices rendered by the Supplier, or promptly pay the amount to the CSIR. The aforementioned right of set-off shall be subject to and apply only in respect of amounts disputed in good faith and after the parties have utilised all reasonable dispute resolution mechanisms provided for in this Agreement. Payment under Clause 9 (*Invoicing and Payment*) will not constitute a waiver by the CSIR of its rights to subsequently challenge the quality and/or quantity, if applicable, of the Works. Accordingly, no sum paid by the CSIR nor any

extension of time for completion of the Works granted by it shall detrimentally affect or prejudice its rights against the Supplier, or relieve the Supplier of its obligations for the due fulfilment of the Agreement, nor shall it be interpreted as approval of the Works or part thereof as executed.

10 DISPUTE OF INVOICES

- 10.1 If an invoice is identified by the CSIR as incorrect, then the Supplier shall, at the CSIR's election: (i) issue a corrected invoice; or (ii) issue a credit note to the CSIR and forthwith refund to the CSIR the overpayment (if any); or (iii) make a correction on the invoice for the month following the month in which the incorrect invoice was issued. If (ii) or (iii) applies the Supplier shall calculate the credit note or invoice correction (as the case may be) on the basis that interest calculated at the Agreement Interest Rate shall accrue in favour of the CSIR for the number of days from the date of the CSIR's payment to the date of the refund (in the case of (ii) and the date of the payment of the corrected invoice (in the case of (iii)) (assuming a 365-day year). The CSIR shall not be liable to pay interest on undercharged amounts, if any.
- 10.2 The CSIR may withhold payment of charges that the CSIR disputes in good faith (or, if the disputed charges have already been paid, the CSIR may withhold an equal amount from a later payment), including disputes in respect of an error in an invoice or an unpaid amount.
- 10.3 If any dispute contemplated in Clause 10.2 is resolved or determined in favour of the Supplier, the CSIR shall pay any amounts withheld in terms of Clause 10.2 to the Supplier, within 30 (thirty) days from date on which the dispute was resolved or determined.

11 QUALITY ASSURANCE

- 11.1 The Supplier hereby warrants, represents and undertakes in favour of the CSIR that:
- 11.1.1 it shall execute the Works under this Agreement:
- 11.1.1.1 in a cost-effective manner and timely manner, the Supplier acknowledging that time is of the essence in terms of the execution of the Works to the CSIR; and
- 11.1.1.2 in a manner which ensures that the CSIR receives "value for money",
- 11.2 the Works provided under this Agreement:
- 11.2.1 comply with Applicable Laws;
- 11.2.2 are up-to-date and reliable;
- 11.2.3 are fit for the purposes for which they are being acquired by the CSIR; and
- 11.2.4 the workmanship is of the best quality and in accordance with Best Industry Practice.

12 CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

- 12.1 Save as provided in this clause (Confidentiality and Protection of Personal Information), each Party

shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

- 12.2 The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:
- 12.2.1 in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);
 - 12.2.2 in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);
 - 12.2.3 any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;
 - 12.2.4 any disclosure required by law or by any court of competent jurisdiction or a forum of a similar nature
 - 12.2.5 any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;
 - 12.2.6 any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;
- 12.3 In the event that a Party is required to disclose Confidential Information as contemplated in this clause, such Party shall:
- 12.3.1 advise any Party/ies in respect of whom such information relates (the "Relevant Party/ies") in writing prior to disclosure, if possible;
 - 12.3.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
 - 12.3.3 afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;
 - 12.3.4 comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and
 - 12.3.5 notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.
- 12.4 Either Party may, by notice in writing, be entitled to request the prompt return of the whole or any part of any Confidential Information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.
- 12.5 In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly

section 20 and 21, the parties (referred to as Operator(s) in POPIA), depending on who shares and who received Personal Information, shall observe the following principles when processing personal information on behalf of the other (referred to as Responsible Party in POPIA):

- 12.5.1 shall only act on the other Party's documented instructions, unless required by law to act without such instructions;
- 12.5.2 shall ensure that its representatives processing the information are subject to a duty of confidence;
- 12.5.3 shall take appropriate measures to ensure the security of processing; The Party which processes personal information must establish and maintain the security measures referred to in section 19 of POPIA. The parties shall ensure that they have minimum Information Technology and or physical security safeguard to protect Personal Information.
- 12.5.4 The Parties must notify each other immediately, where there are reasonable grounds to believe that the Personal Information of a data subject has been accessed or acquired by any unauthorised person.
- 12.5.5 The Parties shall only engage a sub-operator with the other Party's prior authorisation and under a written contract.
- 12.5.6 Considering the nature of processing and the information available, the Parties shall use best endeavours to assist each other in meeting POPIA obligations in relation to the security of processing, the notification of Personal Information breaches and data protection impact assessments and more specifically in relation to Section 20(1).
- 12.5.7 the Parties shall delete or return all Personal Information to the other upon expiry of the contract, unless the law requires its storage; and,
- 12.5.8 the Parties shall submit to audits and inspection.



13 DELAY DAMAGES

Subject to the Supplier's Key Performance Indicators set out in this Agreement, if any Works are not delivered / executed on or before the delivery dates stipulated in the Scope of Works ("**the Delivery Dates**"), or where the Works do not conform in a material respect to the terms of this Agreement, the Supplier shall pay to the CSIR an amount equal to 20% (twenty per centum) of the service fee charged for the value invoiced for the event which gave rise to the delay damages for such default. Within sixty (60) days of the contract commencement date, both parties shall conclude and execute on a penalty system scorecard, based on the above commercial principles, that penalises non-conformances by the Provider, on agreed to key performance areas.

14 HEALTH AND SAFETY PROCEDURES

- 14.1 The Supplier shall, and shall procure that its Designated Employees, subcontractors and agents shall:
 - 14.1.1 comply with applicable CSIR's policies, including in particular the safety, health and security policies from time to time.
 - 14.1.2 comply with all Applicable Laws pertaining to health and safety in respect of the Works; and
 - 14.1.3 use Commercially Reasonable Efforts to ensure that the provision of the Works at the Site does not cause any unnecessary obstruction or hazard to the CSIR, its Designated Employees, agents and any third parties.
- 14.2 The Supplier shall consider itself "*Customer*" for the purposes of any Applicable Laws and shall not consider itself under the supervision or management of the CSIR with regard to compliance therewith.
- 14.3 The Supplier shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.
- 14.4 The CSIR shall have the right to: (i) suspend the provision of the Works whenever safety violations or conditions are observed which could jeopardise the well-being of personnel and/or the safety of equipment at the CSIR's premises; and/or (ii) request that the Supplier immediately attends to the rectification of such safety violation(s). The expense of any suspension of the Works shall be for the Supplier's account.
- 14.5 The CSIR shall be entitled to terminate this Agreement on 10 (ten) Business Days' prior written notice if the Supplier fails to correct the observed violation or condition as requested by the CSIR in terms of Clause 14.4.

15 TAX STATUS OF THE SUPPLIER

- 15.1 The Supplier hereby undertakes in to maintain a Compliant Tax Status for the duration of this Agreement.
- 15.2 The CSIR hereby reserves the right, notwithstanding anything to the contrary contained in this Agreement, to verify the Supplier's tax status from time to time. The Supplier, accordingly, hereby authorises the CSIR to verify its tax status on the central supplier database or on the SARS' tax compliance status system.

16 B-BBEE STATUS OF SUPPLIER

- 16.1 The Supplier hereby undertakes to maintain a B-BEE contributor status level of not less than its Initial B-BBEE Contributor Status Level for the duration of this Agreement, in acknowledgement of the fact that such rating is fundamental to its engagement by the CSIR. The Supplier undertakes to notify the CSIR immediately if there are any changes to its Initial B-BBEE Contributor Status Level.
- 16.2 The Parties hereby agree that any failure on the part of the Supplier to maintain at least its Initial B-BBEE Contributor Status Level at any time during the term of this Agreement shall constitute a breach of this Agreement, pursuant to which the CSIR may exercise its rights in terms of Clause 28 (*Breach, Termination and Damages*).

17 INTELLECTUAL PROPERTY**17.1 Intellectual Property**

- 17.1.1 All CSIR Intellectual Property vests exclusively in the CSIR, and shall remain vested exclusively in the CSIR, unless agreed otherwise between the Parties in writing.

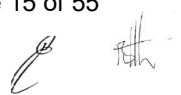
17.2 Supplier Intellectual Property

- 17.2.1 The Supplier will retain ownership of any Intellectual Property developed by it prior to the Commencement Date, and/or outside the scope of the Works, however - to the extent that such Intellectual Property is incorporated into the results or deliverables due hereunder, it hereby grants the CSIR a perpetual, royalty-free, non-transferable license to use, and sub-licence, such Intellectual Property on a non-exclusive basis.

17.3 Intellectual Property resulting from the performance of the Works

- 17.3.1 All Intellectual Property developed exclusively for CSIR and paid for by CSIR in performance of the Works ("**Works IP**") will be disclosed to and belong to and be the absolute and exclusive property of the CSIR. Insofar as the Works IP does not automatically vest in the CSIR by operation of law, the Supplier hereby makes over and assigns to the CSIR all right, title and interest in and to the Custom IP, which transfer, making over and assignment the CSIR hereby accepts.
- 17.3.2 **The Supplier undertakes that it shall:**
- 17.3.2.1 inform the CSIR, in writing, upon the inception of and/or improvements made to any Intellectual Property;

- 17.3.2.2 at no time disclose any such Intellectual Property or improvement or any information relating thereto to any unauthorised third party without the prior written consent of the CSIR;
- 17.3.2.3 furnish the CSIR upon request with such information or assistance in regard to any Intellectual Property or improvement as may be required for the optimum utilisation and application thereof.
- 17.3.3 The Supplier hereby waives all moral rights in all works which are or may become eligible for copyright under the laws of the Republic of South Africa and which arise directly from or incidental to the Works and shall, to the extent that such moral rights do not, by operation of law, vest in the Supplier, procure the waiver thereof. The Supplier further grants to the CSIR the sole and exclusive right to alter and adapt the copyrighted works for the CSIR's own purposes.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

18 INDUSTRIAL ACTION

- 18.1 Insofar as the CSIR or its Employees or any third party beyond the control of the Supplier is not the cause of the Industrial Action, the Supplier hereby undertakes to the CSIR, to take all reasonable steps to prevent any industrial action, such as strikes, lock-outs and the likes, which may or will impact on the ability of the Designated Employees to execute the Works under this Agreement, from taking place. Where necessary to resolve such industrial action, the Parties undertake to consult one another prior to ,; undertaking any negotiations with the Designated Employees, or their representative trade unions, on any matters that may impact either of or both the Parties..When called on by the either Party, to take all steps necessary to assist the other Party to avoid any reputational, operational or financial harm, or any other harm that the Party may suffer or incur as a result of, arising from, or connected with any industrial action taken by the Designated Employees, as against the Supplier, or the CSIR, or any lock-outs enforced by the Supplier as against the Designated Employees.
- 18.2 Insofar as the CSIR or its Employees or any third party beyond the control of the Supplier is not the cause of the Industrial Action, the Supplier hereby indemnifies the CSIR against direct and proven liability, losses, claims, damages, injury, costs, and/or expenses that the CSIR may incur as a result of, arising from, or in connection with any omissions, actions, steps or otherwise taken by the Supplier, the Designated Employees, or third parties, in the event of a strike or lock-out.

19 INSURANCE

- 19.1 Without limiting the Supplier's liability in connection with the Agreement or otherwise, the Supplier shall, at its own expense and for the duration of this Agreement, maintain appropriate insurance coverage with a reputable insurer, against all risks of whatsoever nature associated with the discharge of its obligations contemplated in this Agreement, such that the CSIR is adequately insured and will be fully indemnified for any costs, claims or damages which may arise in terms of this Agreement.
- 19.2 The Supplier shall, when called upon, submit to the CSIR:
- 19.2.1 evidence that the insurance described in this clause has been effected; and
- 19.3 The Supplier shall comply with the conditions stipulated in each of the insurance policies. The Supplier shall keep the insurers informed of any relevant changes to the performance of its obligations herein and ensure that insurance is maintained in accordance with this clause.
- 19.4 If the Supplier fails to effect and keep in force any of the insurances it is required to effect and maintain under the Agreement, or fails to provide satisfactory evidence and copies of policies in accordance with this sub-clause, the CSIR may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage, pay the premiums due and set-off such payment against amounts payable to the Supplier, or claim such amounts from the Supplier directly.
- 19.5 Nothing in this clause limits the obligations, liabilities or responsibilities of the Supplier under the Agreement or otherwise. Any amount not insured or not recovered from the insurers or any deductible payable shall be borne by the Supplier in accordance with these obligations, liabilities or responsibilities.



- 19.6 The Supplier shall be liable for any excess payments relating to insurance claims instituted by the CSIR as a result of any direct and proven loss or damage incurred by the CSIR due to an act or omission (whether intentional, negligent (including gross negligence) or otherwise) on the part of the Supplier.

20 GENERAL WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 20.1 The Supplier hereby warrants, represents and undertakes in favour of the CSIR that, as at the Commencement Date:
- 20.1.1 it shall execute the Works and all its duties and obligations arising in terms of this Agreement in accordance with: (i) the Best Industry Practice; (ii) applicable CSIR policies; and (iii) any other reasonable written standards and directives issued by the CSIR from time to time. Without derogating from the generality of the foregoing, the Supplier shall assign performance of the Works to personnel having the skills, experience and expertise, capacity and knowledge required to render the Works;
 - 20.1.2 it shall not engage in any activities that would detract from the proper performance of its obligations and duties under this Agreement;
 - 20.1.3 it shall use its reasonable endeavours to avoid any material conflict between its interests and those of the CSIR and, where such conflict is unavoidable, will disclose the details of such conflict to the CSIR;
 - 20.1.4 it shall at all times act in good faith and in the best interests of the CSIR in all of its dealings with the CSIR and any third parties;
 - 20.1.5 it shall be adequately and competently staffed to render the Works on the terms of this Agreement;
 - 20.1.6 it shall read and familiarise itself with the CSIR's applicable policies and all other relevant material furnished by the CSIR in regard to rules, procedures and methodologies of the CSIR from time to time;
 - 20.1.7 it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein;
 - 20.1.8 it has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;
 - 20.1.9 the provisions of the Agreement are and shall remain legally binding on the Supplier and the obligations imposed on it pursuant to this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms;
 - 20.1.10 the execution of the Agreement and performance of its obligations hereunder does not and shall not:
 - 20.1.10.1 contravene any Applicable Law; or
 - 20.1.10.2 contravene any provision of its constitutional documents; or

- 20.1.10.3 conflict with, or result in a breach of any of the terms of, or constitute a default under any agreement or other instrument to which it is a party, or any licence or other authorisation to which it is subject, or by which it or any of its property or revenues are bound,
- so as to prevent it from performing its obligations under this Agreement.
- 20.2 The Supplier hereby warrants that all information provided by the Supplier to the CSIR in relation to this Agreement or the Works shall be accurate in all respects.
- 20.3 Each of the warranties and representations given by the Supplier in terms this Clause 20 (*General Warranties, Representations and Undertakings*) (or elsewhere in this Agreement) shall:
- 20.3.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other word/s in this Agreement;
- 20.3.2 continue and remain in force notwithstanding the completion of the transactions contemplated in the Agreement; and
- 20.3.3 be deemed to be material and to be a material representation inducing the CSIR to enter into this Agreement.
- 20.4 It is recorded and agreed that the CSIR has entered into this Agreement on the strength of the warranties and undertakings it has received from the Supplier and on the basis that such warranties and undertaking will, unless otherwise specifically stated, be correct on the Commencement Date.
- 20.5 A breach by the Supplier of any warranty, representation or other provision of Clause 20 (*General Warranties, Representations and Undertakings*) or any express or implied warranty or representation contained elsewhere in this Agreement, shall be a material breach of this Agreement which shall confer on the CSIR the right, in its sole discretion, to utilise any remedy it may have in law or created in this Agreement for the enforcement of the CSIR's rights, including termination in terms of Clause 24 (Breach, *Termination and Damages*).

21 INDEMNITY

- 21.1 CSIR shall indemnify the Supplier and its employees, officers, successors and assigns against damages, to the extent resulting from the negligence or wilful misconduct or omission of CSIR or its employees.
- 21.2 Both Parties shall be liable to the other Party for any claim, demand or cause of action, liability, loss or expense levied against the non-breaching Party arising by reason of non-compliance with any relevant laws and/or agreements which are the responsibility of that Party and which is under the direct control of either Party.
- 21.3 Both Parties acknowledge that they are jointly and severally liable for contraventions of relevant minimum standards referred to in Section 198 of the LRA and BCEA. Notwithstanding this, CSIR recognises that many aspects of the relationship between the CSIR and the Designated Employees fall directly under the CSIR's control.

- 21.4 CSIR shall indemnify and hold the Supplier harmless from any and all claims, damages, losses or other liability which arises from any early termination of any Assignee's employment pursuant to the operational requirements of CSIR or on the request of CSIR.
- 21.5 Notwithstanding any other provision of this Agreement, the Supplier will indemnify CSIR for direct damages to property or death, injury of a third party as a result of an Designated Employee's actions in the provision of the scope of Works whilst the Designated Employee/s is on site or other place directed by CSIR. Without limiting the generality of the foregoing, the Supplier shall not be liable for any theft, fraud or other unlawful activity or any negligent, wilful or fraudulent misconduct of any Designated Employee whilst such Designated Employee is under the operation and control of CSIR. The liability of the Supplier for direct damages to property shall in no event exceed 50 (fifty percent) of the service fees paid or payable under this Agreement in the 6 (six) months preceding such claim.
- 21.6 The CSIR warrants that no collective bargaining agreement, wage determination, bargaining council agreement or any other similar minimum standard instrument or law, other than the BCEA, applies to any Designated Employee. Where a collective bargaining agreement, wage determination, bargaining council agreement or any other similar minimum standard instrument or law is applicable, the CSIR shall alert the Supplier of such instrument or law in writing, prior to this Agreement being signed by the CSIR and prior to any new assignment. The CSIR will indemnify the Supplier against claims which are made against the Supplier with regard to the Equal Work for Equal Pay Principle where CSIR has failed in its obligations to equalise; the Supplier will indemnify NSIR where the Parties have agreed, in writing, to the principles of equalisation and it is proven that the Supplier has failed in its obligations to equalise. .
- 21.7 Neither Party shall be liable to the other Party for any lost profits or special, consequential, indirect or punitive damages.
- 21.8 Any indemnities given by a Party under this Agreement shall be subject to (i) the relevant indemnified Party giving the relevant indemnifying Party timeous notice of any claims against it which may result in damages in respect of which the indemnifying Party may be required to indemnify it, (ii) the indemnifying Party is given the option of the sole control over the defence or settlement of such claim, at its own cost, (iii) the indemnified Party shall provide all reasonable assistance as requested by the indemnifying Party, at the indemnifying Party's reasonable cost, in its defence or settlement of such claim, and (iv), the indemnified Party shall be obliged to procure that all reasonable steps are taken and all reasonable assistance is given to avoid or mitigate any damages.
- 21.9 Nothing in this Agreement shall be deemed to exclude or limit either party's liability in respect of direct damages for:
- 21.9.1 death or personal injury arising as a result of that party's negligence, or that of its employees, agents or subcontractors (as applicable);
- 21.9.2 ;
- 21.9.3 the payment of the fees for Services rendered.
- 21.10 Subject to clause 21.9 above for all causes of action arising in each contract year, the aggregate liability of the Supplier pursuant to or in relation to this Agreement, whether arising from breach of contract, negligence or any other delict, in equity, under an indemnity, warranty or otherwise, shall in no event exceed 50% (fifty percent) of the service fees paid or payable under this Agreement in the 6 (six) months preceding such claim.

21.11 Notwithstanding the provisions of clause 21.10, the Parties agree that any breach by a Party of its obligations under this Agreement in respect of Confidentiality shall be capped at R2,000 000.00 (two million rand).

21.12 Nothing in this Agreement shall be construed as relieving the either Party of its common law duty to mitigate its loss.

22 RIGHT TO AUDIT

Upon the reasonable written request of the CSIR, the Supplier shall permit an independent, reputable auditing company appointed by the CSIR to have access during normal business hours to the records of the Supplier, as may be reasonably necessary to verify the adherence by the Supplier to the terms of this Agreement for any calendar year ending not more than 24 (twenty four) months prior to the date of such request. Costs for such audit shall be paid by the CSIR, unless the audit has detected a material inaccuracy in the relevant records, in which case the cost of the audit will be for the account of the Supplier.

23 REPORTING

If so required by the CSIR, the Supplier shall submit a written progress report to the CSIR on a frequency to be agreed to by the Parties in Annexure "F".

24 BREACH, TERMINATION AND DAMAGES

24.1 Should either of the Parties ("the defaulting Party") commit a breach of any of the terms and conditions of this Agreement, such breach shall, where capable of remedy and of an operational or performance-related nature, be addressed in accordance with the progressive escalation framework set out in Annexure "H" (Breach Escalation Framework), and remain in default for a period of seven (7) days after receipt by it of a written notice from the other Party ("the innocent Party") calling for such breach to be remedied, the innocent Party shall be entitled - without prejudice to any other rights it may have in terms of this Agreement or in law - to cancel this Agreement or claim specific performance, and claim any damages it has suffered or may suffer as a result of such breach, as well as all legal costs incurred by it on the scale as between attorney and own client.

24.1.1 The Innocent Party shall, in issuing the written notice contemplated above, specify the applicable escalation level in terms of Annexure "H" and the corrective action required.

24.1.2 Noting in Annexure "H" shall precluded the Innocent Party from exercising its rights in terms of this clause immediately in circumstances where the breach is material, incapable of remedy, constitutes fraud, gross negligence or wilful misconduct, or exposes the Innocent Party to material legal or reputational risk.

24.2 Either Party may terminate this Agreement at any time by giving to the other ("the defaulting Party") notice of such termination if:

24.2.1 the defaulting Party is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation or in business rescue or under receivership or under the equivalent of any of the foregoing;

24.2.2 a final and unappeasable judgement against the defaulting Party remains unsatisfied for a period of fourteen (14) days or more after it comes to the notice of the management of the defaulting Party;

24.2.3 the defaulting Party makes any arrangement or compromise with its creditors generally, or ceases, or threatens to cease, to carry on business.

Either Party may at any stage prior to the Termination Date terminate this Agreement for convenience, upon giving the other Party ninety (90) days' written notice of its intention to so terminate the Agreement.

24.3 In the event of a termination of this Agreement under the provisions of Clause 0 above, the CSIR's sole liability towards the Supplier shall be for:

24.3.1 payment in respect of the Works completed and/or approved disbursements incurred up to the effective date of such termination.; and

24.3.2 CSIR warrants that any termination of a Designated Employee or withdrawal of a Designated Employee prior to the termination of this Agreement/ completion of the assignment or any other change or other matter concerning a Designated Employee shall be effected lawfully and in accordance with all substantive and procedural requirements. The CSIR's obligations will include providing the Supplier sufficient information and time to comply with its obligations.

25 EXCUSED PERFORMANCE

25.1 The Supplier shall notify the CSIR upon becoming aware that the Supplier has failed to perform, or is reasonably likely to fail to perform one or more of its obligations under this Agreement (a "Dependency").

25.2 The CSIR's failure to perform any of its obligations under this Agreement (including a failure to perform an obligation within the timeframes (if any) required under this Agreement) shall be excused (and consequently the CSIR shall not be liable for any penalties specifically arising thereof) if and to the extent that:

25.2.1 such failure by the CSIR would not have occurred but for the Supplier's failure to perform its Dependencies; and

25.2.2 such failure by the Supplier directly and materially adversely affects the CSIR's ability to perform under this Agreement.

25.3 To the extent any delay in performance by the CSIR is excused under Clause 25.2, the deadlines (if any) for its performance shall be extended for a reasonable period of time as agreed between the Parties to accommodate the delay actually and reasonably caused by the Supplier's failure to perform a Dependency in accordance with this Agreement. To the extent that the CSIR would incur actual costs as a result of such an extension (e.g., accommodation costs, travelling costs, etc.), the Supplier and the CSIR shall cooperate in good faith to ascertain such costs and the Supplier shall reimburse the CSIR for such actual costs incurred.

26 SUBCONTRACTING

- 26.1 The Supplier shall not subcontract (nor permit anyone to perform) any part of the provision of the Works without the CSIR's prior written consent. If the CSIR consents to any subcontracting as aforesaid, then the Supplier shall be deemed to have guaranteed the due, punctual and proper performance of the subcontractor or third party in question and the Supplier shall procure that the subcontractor concerned is bound by the provisions of this Clause 26.1 which shall apply to such subcontractor *mutatis mutandis*.
- 26.2 Notwithstanding anything to the contrary contained in this Agreement, where the Supplier has failed to make payment of any amounts that are due and owing to a subcontractor in respect of the Works, the CSIR will be entitled, but not obliged, to pay such outstanding amounts in whole (or in part) to the subcontractor directly to avoid an interruption to the provision of the Works or any part thereof, and thereafter may elect (in its sole discretion) to either -
- 26.2.1 claim repayment from the Supplier of the amounts paid by the CSIR to the subcontractor; or
- 26.2.2 set-off the amounts paid by the CSIR to the subcontractor against any amounts due by the CSIR to the Supplier in terms of this Agreement.
- 26.3 The Supplier may not sub-contract more than 25% of the value of the Works to any other enterprise/ third party that does not have an equal or higher BBBEE Contributor Status Level than itself, unless the portion of the Works so to be sub-contracted is sub-contracted to an exempted micro enterprise that has the capability and ability to execute such sub-contract. (For purposes of this clause, 'exempted micro enterprise' shall mean any enterprise/third party with an annual turnover of less than R10 million.) The Supplier must ensure that all warranties, guarantees and other undertakings given by the Supplier under this Agreement shall apply equally to any sub-contractor and be enforceable by the CSIR.
- 26.4 The Supplier may not sub-contract the processing of any personal information to any other enterprise / third party that is not contractually bound to treat the personal information in accordance with the POPI Act.
- 26.5 No sub-contracting by the Supplier shall in any manner divest it of its responsibility to comply with its obligations under or in connection with this Agreement and/or for delivery of the Works.

27 GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed and enforced according to and governed by the laws of the Republic of South Africa.

28 DISPUTE RESOLUTION

- 28.1 A Party to this Agreement claiming that a dispute has arisen must within 21 (twenty-one) days of the date on which the dispute is said to have arisen, give written notice to the other Parties to the dispute specifying the nature of the dispute.
- 28.2 Within 7 (seven) days of receipt of the notice, representatives of the Parties must meet with each other and endeavour in good faith to settle the dispute by informal negotiations.
- 28.3 If within 14 (fourteen) days of the dispute occurring it has not been resolved through informal negotiations the Parties shall participate in good faith in a mediation conducted by a facilitator appointed for this purpose by the parties or, if they are not able to agree on a facilitator, appointed by a designated third party.
- 28.4 The mediation will be conducted according to the directions of the facilitator, and the Parties will respond to all reasonable directions and requests of the facilitator in attempting to resolve the matters in dispute.
- 28.5 If the mediation has not resolved to the dispute within 21 (twenty-one) days of its commencement the Parties shall submit the dispute to arbitration to be conducted by an arbitrator appointed for this purpose by the Parties or, if they are not able to agree on an arbitrator, appointed by the designated third party. The arbitrator shall not be the same person who conducted the mediation.
- 28.6 The arbitration shall be conducted according to the directions of the facilitator, and the Parties will comply with all reasonable directions and requests of the facilitator. The facilitator will give a reasonable decision, with reasons, which will be binding on the Parties.
- 28.7 The costs of the mediation and arbitration will be shared equally by the Parties, unless directed otherwise by the mediator or arbitrator.

29 RESTRICTION AND /OR DATABASE OF RESTRICTED SUPPLIERS

- 29.1 In accordance with National Treasury Regulations, CSIR may restrict companies or persons (including shareholders, members, trustees, partners and/or directors) from future business with all organs of state, for a period not exceeding 10 years. No Bid will be awarded to an entity whose name appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Supplier.
- 29.2 CSIR reserves the right to withdraw an award or cancel some or all contracts concluded with a Supplier if it is established, at any time, that they have been restricted with National Treasury by another government institution.
- 29.2.1 This will depend on the seriousness of the misconduct, breach and/or the strategic importance of the Goods/Works and/or Services/Services.
- 29.3 A supplier or contractor to CSIR may not subcontract any portion of the contract to a restricted entity or person/s.
- 29.4 Grounds for such restriction include but are not limited to:

- 29.4.1 Failure to honour an awarded contract, even after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- 29.4.2 Failure to execute or perform the deliverables (in whole or partially) according to the agreed scope or specification (Poor Performance) or for breaching a condition of the contract;
- 29.4.3 Collusive bidding;
- 29.4.4 Acting in a fraudulent manner;
- 29.4.5 Misrepresentation of facts;
- 29.4.6 Fronting or providing false information regarding B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations;
- 29.4.7 Failure to declare sub-contracting arrangements;
- 29.4.8 Offering or giving bribes to CSIR staff.
- 29.4.9 Causing CSIR damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor; and/or
- 29.4.10 Litigating against CSIR in bad faith.

30 KEY PERSONNEL, DOMICILIA AND NOTICES

- 30.1 The Parties assign the responsibility for the co-ordination and implementation of the Agreement to the CSIR Representative and the Supplier Representative respectively.:
- 30.2 Either Party shall be entitled to change its representative by giving written notice of its intention to do so to the other, provided that such change shall not take effect less than 2 (two) Business Days after dispatch of such notice.
- 30.3 The Parties hereby choose as *domicilium citandi et executandi* for all purposes in terms under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), those addresses set out in the Contract Data.
- 30.4 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.
- 30.5 Any Party shall be entitled to change any of the addresses (physical, email, postal or otherwise) chosen as its *domicilium citandi et executandi* to any other address, provided that if that Party changes its physical address, its substituted address must be in South Africa, by giving written notice of its intention to do so to the other Party, provided that such change shall not take effect *vis-à-vis* that addressee on the 10th (tenth) Business Day from the receipt of the notice by the addressee..
- 30.6 All legal notices, including notice of breach to be given by hand by the Parties to each other in terms hereof, shall be given to the aforesaid *domicilium citandi et executandi* by delivery thereto, or if by posting by prepaid registered mail to the above postal addresses.




30.7 If a notice to a Party is:

30.7.1 delivered by post, unless and until the contrary is proved, the notice shall be deemed to have been received by the other Party, on the seventh (7th) day after such posting.

30.7.2 delivered by hand to a responsible person during ordinary business hours, at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery;

30.7.3 sent by email to its chosen email address stipulated in the Contract Data shall be deemed to have been received on the date of despatch (unless the contrary is proved).

30.8 Notwithstanding anything to the contrary herein contained, a written notice or communication (including e-mail) actually received by a Party shall (provided that, in the case of a Party that is not a natural person, the notice or communication is actually received by a director or duly authorised representative (in the case of a company), member (in the case of a close corporation) or trustee (in the case of a trust)) be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

31 FORCE MAJEURE

31.1 Except for CSIR's payment obligations under this Agreement, if either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement, including but not limited to, by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, acts of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control, pandemics, epidemic, endemic, outbreak, or any other cause or contingency beyond its foreseeable control, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party by no later than 5 (five) Business Days after the start of the force majeure event.

31.2 For the avoidance of doubt, this Agreement, or the affected part of it, shall be suspended for the period during which the force majeure event continues and the time for performance of an obligation so suspended, shall be extended accordingly. The Party not claiming force majeure shall not be obliged to comply with reciprocal obligations to those obligations suspended in the period during which the force majeure subsists.

31.3 Either Party invoking *force majeure* shall, within 5 (five) Business Days of the termination of the *force majeure* event give written notice thereof to the other Party.

31.4 An event of *force majeure* will not relieve a party from any obligation which arose before the occurrence of the *force majeure* event.

31.5 Should such *force majeure* continue for a period of more than 90 (ninety) days then either Party shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.

32 ANTI-CORRUPTION

- 32.1** The Parties acknowledge that they are subject to the anti-corruption laws and understand their respective obligations under the applicable anti-corruption laws.
- 32.2** Each Party warrants that to the best of its knowledge and belief that neither itself nor any of its personnel or principals is or has been subject to the following:
- 32.2.1 convicted or charged with any crime involving corruption; and,
- 32.2.2 the target or subject of any criminal investigation involving corruption or other criminal wrongdoing.
- 32.3** As an on-going warranty throughout the duration of this Agreement, each Party warrants that it shall not make, nor authorise or tolerate to be made, in the performance of this Agreement, any payments, loans or gifts, or promises or offers of payments, loans or gifts, of any money or anything of value, directly or indirectly, to or for the use or benefit of any person which would or could potentially violate the anti-corruption laws.
- 32.4** Without any prejudice to any other rights which either Party may have under this Agreement or law, if a Party (in this clause referred to as “the breaching Party”) breach/breaches any of the warranties set forth in this clause 36 (*Anti-Corruption*), then:
- 32.4.1 the other Party shall have a right of action against the breaching Party for the amount of any monetary payment or thing of value made or given by the breaching Party in breach of any of the above-mentioned warranties.
- 32.4.2 all obligations to pay any monies to the breaching Party, if any, shall cease immediately and without notice; and,
- 32.4.3 the other Party may, in its sole discretion rescind this Agreement with immediate effect and the breaching Party shall hold harmless and indemnify the other from any damage or loss, of whatever kind or nature, arising from any transaction in violation of this clause..

33 GENERAL

- 33.1 This document and its annexures contain the entire agreement between the Parties in regard to the subject matter thereof, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein.
- 33.2 No alteration, variation, addition or agreed cancellation of this Agreement, including this clause shall be of any force or effect unless reduced to writing and signed by the Parties.
- 33.3 No indulgence, leniency or extension of time, which either Party (‘the grantor’) may grant or show to the other shall operate as a waiver, or shall in any way prejudice or preclude the grantor from exercising any rights or remedies which it would otherwise have.
- 33.4 If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

- 33.5 The Supplier shall not sell, assign, cede, transfer or hypothecate any of its rights under this Agreement, nor delegate any of its obligations or duties hereunder to any third party, unless such assignment /delegation is approved in advance by the CSIR in writing.
- 33.6 Neither Party is, by virtue of this Agreement, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other Party. (For purposes of this clause, the Supplier also recognises that, under the provisions of section 15 (1) of the Merchandise Marks Act, No. 17 of 1941, the use of the abbreviation of the name of the Council for Scientific and Industrial Research, "WNNR" and CSIR, is prohibited in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to Goods/Works and/or Services, other than with the consent of the CSIR.)
- 33.7 Both Parties shall pay their own costs relating to the preparation, negotiation and settlement of this Agreement.
- 33.8 None of the provisions of this Agreement shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision.
- 33.9 The provisions of clauses titled *Interpretation and Definitions, Confidentiality and Protection of Personal Information, Intellectual Property and Copyright, Breach, Termination and Damages* and *Dispute Resolution* shall survive, in perpetuity, the termination or expiry of this Agreement.

34 EXECUTION IN COUNTERPARTS

- 34.1 This Agreement may be executed in more than one counterpart, each of which shall be deemed to constitute an original and which taken together shall constitute one and the same Agreement.
- 34.2 For the avoidance of doubt, the exchange by the Parties of each Party's respective executed counterpart via email or facsimile shall constitute valid execution of this Agreement.

SIGNED at Pretoria this 5th day of March, 2026

AS WITNESSES:

1. 
.....
Bronwen Cadle de Ponte (Mar 5, 2026 16:32:39 GMT+2)


.....

For the CSIR

2. 
.....
Esme Kennedy (Mar 5, 2026 16:36:53 GMT+2)

Estee Opperman
.....

Full Names

Chief Executive Officer (Acting)
.....

Capacity (duly authorised)

SIGNED at Adcorp Place this 06 day of March, 2026

AS WITNESSES:

1. 
.....


.....

For the Supplier

2. 
.....

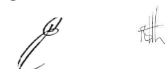
Bruce Toerien
.....

Full Names

Managing Director: Contingent Staffing
.....

ANNEXURE "A": CONTRACT DATA

Project Name	The provision of seasonal Casual workers at the Council for Scientific and Industrial Research (CSIR) Conferencing and Accommodation on an "as and when" required basis for a period of five (5) years.
SUPPLIER'S DETAILS	
Supplier's Name	Adcorp BLU, a division of Adcorp Workforce Solutions (Pty) Ltd
Supplier's Registration Number	1999/026249/07
Supplier's Domicilium Details	102 Gallo Manor Ext 6 Sandton Johannesburg, 2191
Supplier's VAT Registration Number	4830270395
Tender Reference Number	RFP 1201/15/08/2025
Supplier Representative	Wayne Francis
SUPPLIER'S B-BBEE CONTRIBUTOR STATUS LEVEL	
Initial B-BBEE Contributor Status Level	Level One Contributor
SUPPLIER'S BANKING DETAILS	
Bank	First National Bank
Branch	RMB Corporate Banking
Branch Code	255005
Account Holder	ADCORP WORKFORCE SOLUTIONS PTY LTD
Account No.	62656226042
Reference	
MATERIAL DATES	
Commencement Date	02 March 2026 (Notwithstanding the signature date)
Completion Date	28 February 2030
CSIR'S DETAILS	
CSIR's Domicilium Details	Physical Address: Meiring Naude Road, Brummeria 0184
	Postal Address: P.O. Box 395, Pretoria, 0001
	Telefax Number: (012) 841 4724
	E-mail Address:
	Attention: Manager: Legal Services: The CSIR
Site Information	Address: CSIR Main Campus, Meiring Naude Road, Brummeria 0184



CSIR's Representative	Sinethemba Sidzatane
MISCELLANEOUS	
Contract Price	Rates based contract up to a maximum approved budget for a period of five (5) years



ANNEXURE "B" – SCOPE OF WORKS

1 BACKGROUND AND DETAILS OF THE PROJECT

The CSIR International Convention Centre offers superb facilities and quality service with conference, function and exhibition venues that can accommodate events of 500 to as little as 10 delegates and guests, with groups as large as 1000 being accommodated at times. Flexibility, service excellence and professionalism are key to what the International Convention Centre offers its clients.

The Centre requires services of seasonal casual labour/temporary staffing solutions to provide services to clients within certain departments. The provision of casual labour (hourly and monthly rates) through labour brokers consisting of suitably skilled waiters/esses; barmen/ladies; housemen; cleaners & laundry staff; food service assistants; chefs; stores assistant; parking marshals; event co-ordinator, AV Technicians.

Adcorp Workforce Solutions shall provide suitably qualified and skilled seasonal staff casual labour / temporary staffing solutions to the Conferencing and Accommodations group, on an as and when basis, at times of the week / month/ year where the CSIR ICC business needs exceed its permanent resources, in the following categories (not limited to):

The below reflected positions will be required on an ad hoc basis. The respective job descriptions are available in Annexure C.

1 POSITION – Chef de partie

2 POSITION – Stores Assistant

3 POSITION – Food & Beverage Buyer

4 POSITION - Waitron & Barmen

5 POSITION – Receptionist

6 POSITION – Laundry staff

7 POSITION – Cleaning staff

8 POSITION – Food service assistants

9 POSITION – Parking marshals

10 POSITION – Safety Administrative assistant

11 POSITION -Houseman

12 POSITION – Commis Chef

13 POSITION - Sous Chef

14 POSITION - Events coordinator

15 POSITION - Marketing coordinator

16 POSITION - Golf cart / shuttle driver

17 POSITION- Waste sorter

ANNEXURE “C” – JOB DESCRIPTIONS

Position	Job Purpose	Job Accountabilities
Chef de Partie	To work daily in one of the stations (hot, cold) and be able to properly prep for service and keep the required production pace as required by the sous chef. Control consistency of food production	- The Ala Carte Cook is responsible for preparing food for our ala carte restaurants. Newtons - Will be working with the ala carte team and culinary/ restaurant manager assisting other cooks and delivering food in a fast-paced environment - Knowledge of all menu items, daily features, and promotions/ specials - Ensure consistency in the preparation of all food items for a la carte and or buffet menus according to recipes and standards - Follow all safety and sanitation policies when handling food and beverages - Ensure the cleanliness and maintenance of all work areas, utensils, and equipment.
Waitron	Preparation of venues and service of food and beverages	- Setup and breakdown of conference and banquet furniture in all venues - Setup, stocking and clearing of service stations, service equipment & smalls in all venues - Responsible for preparing and polishing equipment for venues and service stations etc. - Provide serving service of food and beverages e.g. waitering & bar service including cash bars: - Prepare tables for meals, including setting up items such as linens, silverware, and glassware. - Take orders from customers for food or beverages. - Write customers ' food orders on order slips and memorize orders to ensure correct delivery as per customer's requirements. - Serve food or beverages to customers and prepare or serve specialty dishes at tables as required. - Check with customers to ensure that they are enjoying their meals and take action to correct any problems. - Clean tables or counters after patrons have finished dining. - Remove dishes and glasses from tables or counters, take them to kitchen for cleaning. - Collect payments from customers
Sous Chef	To oversee the daily tasks of all the chefs in the Kitchen, creating staff schedules, handling inventory management, enforcing safety standards, aiding in equipment maintenance to ensure culinary	- Ensure that product offerings remain up to date through the implementation of recipes in line with kitchen standard operating procedures - Train and oversee kitchen staff in the preparation, serving and presentation of food products/dishes. Check all prepared items and food before it is served to ensure freshness and the highest standards. - Ensure that food preparation, production and service is maintained to customers

	products of the best quality are delivered timeously	- requirements and Group's standards. - Maintain food costs at the required levels. Assisting in stock take and monitoring - portion control. - Maintain food safety and hygiene standards at the required levels. - ICC: Plan daily ingredient requirements and liaise with Purchaser and Storeman to order and issue stock. Newton's: Plan daily ingredient requirements and order, control and issue stock. - Makes recommendations for maintenance, repair and upkeep of the line prep area - and equipment. - Assist the C&A Chef de Cuisine in establishing and maintaining a healthy working - environment in support of good employee relations and cross functional teamwork to - assist in the achievement of the Centre's goals
Food & Beverage Buyer	Responsible for the sourcing of suppliers and purchasing and control of food and beverage commodities, products and services for the CSIR ICC and other entities in the C&A group in line with procurement policies and procedures.	- Establish panels of suppliers and carry out Request for Quotations, Proposals, Tenders etc. for commodities, products and services from food, beverage and related suppliers and negotiate contracts with the support of the CSIR's Strategic Procurement Unit. - Negotiate contracts with suppliers. - Market research, source suppliers and establish and maintain an updated supplier database - Ensure best practices are maintained with suppliers regarding pricing, service delivery, quality, BBBEE requirements and negotiate the best pricing. Ensure all food and beverage suppliers conform to the required food safety and hygiene standards and present valid certification thereof. - Procurement and stock control of commodities, products and services for kitchen and banqueting departments. - Processing of operational and financial documents and records on procurement, stock and POS systems - Data capturing and reporting. - Stock controls with month end stock counts and reports. - Maintain, manage, and improve the hygiene and quality standards of the food and beverage purchasing function and related facilities (receiving, storage and dispatch) - Monitoring of price increases and control and reporting on food and beverage sales costs
Houseman	Venue set up and assisting customer with their luggage	- Refreshing of conference venues during breaks - Perform porter duties by assisting customers with luggage and equipment - Assist the car park attendant to direct traffic. - Provide customer service by welcoming and directing customers/ guests to the venue. - Assisting with venue set ups and buffet set ups - To assist with doorman duties by directing customers to their respective venues - Cleaning up and packing the equipment away to it's designated areas after the event
Marketing Coordinator	To carry out marketing, promotion and public relations activities for the C&A group	Create compelling and engaging annual content for various channels, including website, social media, email newsletters, press releases, and printed materials for the group and report on all marketing activities.

	comprising of ICC, Knowledge Commons, Newton's and Entabeni	• Coordinate and implement promotions and assist other marketing staff with implementing promotions. • Ensure, monitor and coordinate consistent brand application and compliance across all marketing and communication materials. • Assist with other marketing and sales functions as and when required • Prepare marketing briefs and communicate with creative agencies, graphic designers and other suppliers. • Assist with sourcing, coordinating, and managing services and products for the C&A business consistency as and when required.
Laundry Staff	Provide assistance in laundry services	• Collect, sort, all linen and other laundry items according to facility procedures. • Inspect linens for damages, stains, or wear and tear, and notify supervisor when items need replacing. • Fold and store clean linens in appropriate locations. • Maintain inventory of clean and dirty linen, ensuring stock is replenished as needed. • Ensure all laundry and linen areas are kept neat, clean, and organized. • Assist in distributing clean linen to designated areas as required.
Cleaning Staff	Provide cleaning services in ICC kitchens	• Wash and sanitize all dishes, pots, pans, and kitchen utensils. • Maintain cleanliness in the kitchen, including countertops, floors, and walls. • Ensure all kitchen equipment, such as dishwashers and sinks are properly cleaned and maintained. • Sort, rinse, and stack dishes, glassware, and utensils in the appropriate storage areas. • Ensure proper cleaning of kitchen appliances such as ovens, fridges, and stoves, as directed by the kitchen supervisor. • Restock cleaning supplies and notify the supervisor when inventory levels are low. • Always follow food safety and sanitation procedures to ensure a safe and healthy working environment. • Organize kitchen storage areas to maintain a tidy and efficient workspace.
Commis Chef	Commis Chef provide courteous, professional, efficient and flexible service and uphold operational standards by preparing consistently high-quality food	• Commis chef should be able to follow all instructions and comply with food health and safety regulations • – should demonstrate excellent organizational skills and ensure that all duties are completed in a timely manner
Safety Administrative Assistant	Provide administrative assistance for C&A group	• Organize and maintain safety files, forms, and reports. • Assist in supporting safety meetings by preparing agendas, taking minutes, and following up on action items. • Record and maintain maintenance records orderly as per CSIR C&A process Follow up on findings emanating from SHE walkabout Inspect first aid boxes and record shortages for refills. • Assist in monitoring and track permits, certifications, and regulatory requirements.

Store person Assistant	Orders, receives, handles and dispatches goods. Quality control of deliveries. Administrative processing and stock control	• Responsible for receiving of goods and checking of quantities, quality, and delivery conditions and temperatures of food (to prevent food poisoning etc.) and beverages products. • Responsible for dating and labelling of food and beverage stock. • Responsible for recording and issuing of food and beverage stock. • Data capturing in relation to receiving of stock, stock taking and issuing. • Maintaining cleanliness, neatness and hygiene of stores, maintain record keeping for food and beverage safety and hygiene • Attend planning meetings and assist Purchaser to ensure that orders are placed and amended as per client requests • Stand in for Purchaser in their absence • Stock taking and reporting
Parking Marshal	Assists visitors to find parking and patrols parking area	• Welcome guests and assist drivers to find a parking space. • Patrol the parking areas and report problems or suspicious activity. • Report cleaning or maintenance required in parking areas. • Provide a parking shuttle service for guests by driving the ICC golf cart when required. • Responsible for checking the golf cart and reporting maintenance requirements. • Assist with any other work-related tasks as required by supervisor
Golf Cart/Shuttle driver	Provide transportation for CSIR ICC guests	• Book out the vehicle key from Security upon resuming a shift • • Safely and efficiently transport passengers from one location to another • often following a pre-determined route and schedule within the CSIR premises. • • Assisting passengers with luggage, providing customer service, and • ensuring the vehicle is clean and maintained. • • Ensuring hygiene protocols are followed at all times. • • Returning the vehicle key to Security after a shift
Barman	Preparation of bars and serve beverages	• Prepare alcohol or non-alcohol beverages for bar and restaurant patrons· • Interact with customers, take orders and serve snacks and drinks· • Assess customers' needs and preferences and make recommendations· • Mix ingredients to prepare cocktails· • Plan and present bar menu· • Check customers' identification and confirm it meets legal drinking age· • Restock and replenish bar inventory and supplies. • Stay guest focused and nurture an excellent guest experience. • Comply with all food and beverage regulations



Event Coordinator	To contribute to the CSIR ICC meeting its performance targets through teamwork and customer service and by maintaining and improving the reservations office standards, systems and procedures. To be the primary link between the Customer and the CSIR ICC's Operating Departments to ensure customer satisfaction (internal & external).	• Sales: Identify opportunities and make use of experience to recognize potential client requirements and present potential clients with proposals, information and quotations required to secure potential business for the CSIR International Convention Centre (ICC) through internal sales (reservations), site inspections, client meetings, participation in exhibitions and networking functions. • Optimise the booking of the CSIR ICC venues to ensure maximum client satisfaction balanced with maximum occupancy • Ensure that the Reservations Office standards, systems and procedures are maintained and that all event terms and conditions are met and billing information is correct to minimize risk and maximize sales • Event planning, organizational skills and customer service: - o External customers (clients) ▪ Build and maintain good relationships with external customers ▪ Liaise with external customers to plan their event, advise them on the Centre's products and services. ▪ Ensure that client requirements are carried out prior, during the event and post event ensuring external customer satisfaction. - o Internal customers (CSIR ICC staff and suppliers) ▪ Build and maintain good relationships with internal customers ▪ Consult with internal stakeholders and suppliers to convey client requirements and plan optimal products and services for client events. ▪ Convey comprehensive information to these stakeholders timeously to ensure internal and external client satisfaction and excellent service delivery. • Compliance: Ensure that all of the Reservations Office actions and responsibilities (tasks carried out) comply with legislation and CSIR policies and procedure to control risk including but not limited to contracting, deposit and financial policies, PPPFA, liquor laws, safety at event laws, Consumer Protection Act, OHSAS 45001, ISO14001, ISO 9001:2015 • Ensure that the information in the Centre's management information system (Rendezvous) is correct and updated at all times providing accurate and value adding information for the CSIR ICC operations departments and management reporting. • Ensure that all activities and interactions carried out by the Reservations Office • support a positive and professional market image of the CSIR ICC
Receptionist	To provide support and administrative assistance to customers, customer relations manager and back up to the Group Assistant with objective	• Provide administrative, business centre, travel, support and tourism information for customers and delegates. • Ensure that all administration equipment and stock to assist clients is working and available • Produce and put up venue signage and schedule air conditioner according to events. • Ensure that newspapers and magazines are received and displayed for clients reading.

	of assisting the centre to realize its business objective.	• Ensure that the foyer and registration desk is always neat and clean and that the business centre is neat and operational, and that the foyer is stocked with ICC & CSIR promotional material, and that relevant tourism material is available and displayed. • Provide administrative and backup support for the Reservations Office in the case of the Front Office not being available. • Provide backup support for Group Assistant when away: answer switchboard, give staff numbers to staff chef, food station signage. • Report any front garden or building facade maintenance problems to the Facilities Manager. • Assist with Customer services requirements. • Ensure that the procedure and processes for Reception are implemented and working effectively
Waste Sorter	Provide assistance with sorting waste streams	• Collect, separate and organize recyclable materials from mixed waste streams. • Sort paper, plastic, glass, cans (waste recyclables) into designated containers during the event and post event, especially for after-hour events (dinners, cocktails, weekend events). • Weigh and record the waste streams per category and submit them to ICC Facilities manager or member of the ICC Facilities department team. • Maintain a clean waste area and bins accordingly to be ready as and when required.

2 SCOPE OF WORK

The provision of seasonal Casual workers at the Council for Scientific and Industrial Research (CSIR) Conferencing and Accommodation on an “as and when” required basis for a period of five (5) years.

DELIVERABLE SCHEDULE

<u>Milestone/Deliverable</u>	<u>Initiation Date</u>	<u>Completion Date</u>
Provision of suitably qualified and skilled seasonal staff casual labour / temporary staffing solutions to the Conferencing and Accommodation group, on an as and when basis for a period of five (5) years,	02/03/2026	28 February 2030 or when the total expenditure reaches as approved (Inclusive of VAT). whichever comes first.



ANNEXURE "D" – DETAILS OF CHARGES

Pricing schedule- Year 1

BIDDER'S NAME:		Adcorp BLU a div of Adcorp Workforce Solutions (Pty) Ltd																			
Position	Hourly Rate Paid to Employee	Employee Benefits							Transport rate per km	Hourly Rate Including Employee Benefits	Statutory Costs				Total Cost of Employee	Operations Cost	Management Fee	Hourly Charge including all fees	Unconditional discounts	Trade discounts	Total Hourly Charge including all fees (less unconditional discounts)
		Leave Pay Provision 6.44%	Fam Resp Provision 1.29%	Sick Leave Provision 4.28%	Public Holiday Provision 5.15%	Severance Pay 2.15%	UIF 1.00%	COVID /WCA 1.30%			Skills Dev Levy 1.00%										
Chef de partie	R 56.18	R 3.62	R 0.72	R 2.41	R 2.89	R 1.21	R 0.96	R 2.81	R 17.99	R 88.39	R 0.88	R 1.15	R 0.98	R 91.31	R 3.00	R 6.00	R 100.31			R 100.31	
Stores Assistant	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Food & Beverage Buyer	R 102.30	R 6.59	R 1.32	R 4.39	R 5.27	R 2.20	R 1.02	R 5.12	R 17.99	R 146.79	R 1.46	R 1.90	R 1.46	R 151.01	R 3.00	R 6.00	R 160.01			R 160.01	
Receptionist	R 33.77	R 2.17	R 0.44	R 1.45	R 1.74	R 0.73	R 0.34	R 1.69	R 17.99	R 60.31	R 0.60	R 0.78	R 0.60	R 62.30	R 3.00	R 6.00	R 71.30			R 71.30	
Parking Marshall	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Laundry Staff	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Food Service assistants	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Safety Administrative Assistant	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Housemen	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Cook	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Cleaning Staff	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Comm. Chef	R 35.89	R 2.31	R 0.46	R 1.54	R 1.85	R 0.77	R 0.36	R 1.79	R 17.99	R 62.98	R 0.63	R 0.82	R 0.63	R 65.04	R 3.00	R 6.00	R 74.04			R 74.04	
Sous Chef	R 75.26	R 4.85	R 0.97	R 3.23	R 3.88	R 1.62	R 0.75	R 3.76	R 17.99	R 112.30	R 1.12	R 1.46	R 1.12	R 116.01	R 3.00	R 6.00	R 125.01			R 125.01	
Events coordinator	R 40.28	R 2.59	R 0.52	R 1.73	R 2.07	R 0.87	R 0.40	R 2.01	R 17.99	R 68.47	R 0.68	R 0.89	R 0.68	R 70.73	R 3.00	R 6.00	R 79.73			R 79.73	
Marketing coordinator	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Waitron & Barman	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Waste sorter	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	
Golf cart / shuttle driver	R 30.23	R 1.95	R 0.39	R 1.30	R 1.56	R 0.65	R 0.30	R 1.51	R 17.99	R 55.87	R 0.56	R 0.73	R 0.56	R 57.71	R 3.00	R 6.00	R 66.71			R 66.71	

Item description	Amount (Inc VAT)
Safety File (Once-off)	R -

Notes: 1) Have not included VAT and as per above we cannot change the template. 2) The safety file cost will be for Adcorp BLU's cost each year. 3) Minimum wage increase effective 01 March as gazetted. Have escalated by 4.4% as was the case this past year. 4) Have then aligned all other rates to a 4.4% increase yearly. 5) The transport costs were aligned using the calculation of the minimum wage rate multiply the SARS rate per km travelled divided by 8 hours per day to get an hourly rate.



CSIR Supplier Agreement - CSIR & Adcorp Workforce Solutions

Pricing schedule- Year 2

BIDDER'S NAME:		Adcorp BLU a div of Adcorp Workforce Solutions (Pty) Ltd																	
Position	Hourly Rate Paid to Employee	5.00%					Employee Benefits					Hourly Rate Including Employee Benefits			Statutory Costs				Total Hourly Charge Including all fees (less unconditional discounts)
		Leave Pay Provision 6.44%	Fam Resp Leave Provision 1.29%	Sick Leave Provision 4.29%	Public Holiday Provision 5.15%	Severance Pay 2.15%	PI Cover 1.00%	Uniforms 5.00%	Transport rate per km R 4.76	Hourly Rate Including Employee Benefits	Uf 1.00%	COD /WCA 1.30%	Skills Dev Levy 1.00%	Statutory Costs Sub Total	Total Cost of Employee	Operations Cost	Management Fee		
Chef de partie	R 58.99	R 3.80	R 0.76	R 1.27	R 2.53	R 3.04	R 1.27	R 0.59	R 2.95	R 18.89	R 0.93	R 1.21	R 0.93	R 3.06	R 95.87	R 3.13	R 6.26	R 105.27	
Stores Assistant	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Food & Beverage Buyer	R 107.42	R 6.92	R 1.38	R 4.61	R 5.53	R 2.31	R 1.07	R 5.37	R 18.89	R 153.50	R 1.53	R 2.00	R 1.53	R 5.07	R 158.56	R 3.13	R 6.26	R 167.96	
Receptionist	R 35.46	R 2.28	R 0.46	R 1.52	R 1.83	R 0.76	R 0.36	R 1.77	R 18.89	R 63.32	R 0.63	R 0.82	R 0.63	R 2.09	R 65.41	R 3.13	R 6.26	R 74.81	
Parking Marshall	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Laundry Staff	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Food Service assistants	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Safety Administrative Assistant	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Housemen	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Cook	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Cleaning Staff	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Comm Chef	R 37.68	R 2.43	R 0.48	R 1.62	R 1.94	R 0.81	R 0.38	R 1.86	R 18.89	R 66.11	R 0.66	R 0.86	R 0.66	R 2.16	R 68.29	R 3.13	R 6.26	R 77.69	
Sous Chef	R 79.02	R 5.09	R 1.02	R 3.39	R 4.07	R 1.70	R 0.79	R 3.95	R 18.89	R 121.81	R 1.18	R 1.53	R 1.18	R 3.89	R 125.81	R 3.13	R 6.26	R 131.21	
Events coordinator	R 42.29	R 2.72	R 0.55	R 1.81	R 2.18	R 0.91	R 0.42	R 2.11	R 18.89	R 71.69	R 0.72	R 0.93	R 0.72	R 2.37	R 74.26	R 3.13	R 6.26	R 83.66	
Marketing coordinator	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Waitron & Barman	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Waste sorter	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	
Golf cart / shuttle driver	R 31.74	R 2.04	R 0.41	R 1.36	R 1.63	R 0.68	R 0.32	R 1.59	R 18.89	R 58.66	R 0.59	R 0.76	R 0.59	R 1.94	R 60.60	R 3.13	R 6.26	R 70.00	

Item description	Amount (inc VAT)
Safety File (Once-off)	R

R4.22

Notes: 1) Have not included VAT and as per above we cannot change the template. 2) The safety file cost will be for Adcorp BLU's cost each year. 3) Minimum wage increase effective 01 March as gazetted. Have escalated by 4,4% as was the case this past year however it may be higher or lower as gazetted. 4) Have then aligned all other rates to a 4,4% increase yearly. 5) The transport costs were aligned using the calculation of the minimum wage rate multiply the SARTS rate per km travelled divided by 8 hours per day to get an hourly rate. 6) Rand Value fixed Operations Cost and Management Fee increased by 4,4% so aligned with yearly increases

Pricing schedule- Year 3

CSIR Supplier Agreement - CSIR & Adcorp Workforce Solutions

BIDDER'S NAME:		Adcorp BLU a div of Adcorp Workforce Solutions (Pty) Ltd																	
Position	Hourly Rate Paid to Employee	5.00%										5.00%					Total Hourly Charge including all fees (less unconditional discounts)		
		Leave Pay Provision 6.44%	Fam Resp Leave Provision 1.29%	Sick Leave Provision 4.29%	Public Holiday Provision 5.15%	Severance Pay 2.15%	PI Cover 1.00%	Uniforms 5.00%	Transport rate per km R 4.76	Hourly Rate Including Employee Benefits R 97.46	Uf 1.00%	COVID WCA 1.30%	Skills Dev Levy 1.00%	Statutory Costs Sub Total R 3.22	Total Cost of Employee Operations Cost R 3.27	Management Fee 5.00%			
Chef de partie	R 61.94	R 3.99	R 0.80	R 2.66	R 3.19	R 1.33	R 0.62	R 3.10	R 19.83	R 97.46	R 0.97	R 1.27	R 0.97	R 3.22	R 100.67	R 3.27	R 6.54	R 110.46	R 110.46
Stores Assistant	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Food & Beverage Buyer	R 112.79	R 7.26	R 1.45	R 4.84	R 5.81	R 2.42	R 1.13	R 5.64	R 19.83	R 161.17	R 1.61	R 2.10	R 1.61	R 5.32	R 166.49	R 3.27	R 6.54	R 176.30	R 176.30
Receptionist	R 37.23	R 2.40	R 0.48	R 1.60	R 1.92	R 0.80	R 0.37	R 1.86	R 19.83	R 66.49	R 0.68	R 0.86	R 0.68	R 2.19	R 68.68	R 3.27	R 6.54	R 75.49	R 76.49
Parking Marshall	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Laundry Staff	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Food Service assistants	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Safety Administrative Assistant	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Housemen	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Cook	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Cleaning Staff	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Comm Chef	R 39.57	R 2.55	R 0.51	R 1.70	R 2.04	R 0.85	R 0.40	R 1.98	R 19.83	R 69.42	R 0.69	R 0.90	R 0.69	R 2.29	R 71.71	R 3.27	R 6.54	R 81.52	R 81.52
Sous Chef	R 42.97	R 3.34	R 1.07	R 3.56	R 4.27	R 1.78	R 0.83	R 4.15	R 19.83	R 72.91	R 1.24	R 1.61	R 1.24	R 4.09	R 77.00	R 3.27	R 6.54	R 87.71	R 87.71
Events coordinator	R 44.41	R 2.86	R 0.57	R 1.91	R 2.29	R 0.96	R 0.44	R 2.22	R 19.83	R 75.48	R 0.75	R 0.98	R 0.75	R 2.49	R 77.97	R 3.27	R 6.54	R 87.78	R 87.78
Marketing coordinator	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Waitron & Barman	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Waste sorter	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44
Golf cart / shuttle driver	R 33.33	R 2.15	R 0.43	R 1.43	R 1.72	R 0.72	R 0.33	R 1.67	R 19.83	R 61.60	R 0.62	R 0.80	R 0.62	R 2.03	R 63.63	R 3.27	R 6.54	R 73.44	R 73.44

Item description	Amount (inc VAT)
Safety File (Once-off)	R -

Notes: 1) Have not included VAT and as per above we cannot change the template. 2) The safety file cost will be for Adcorp BLU's cost each year. 3) Minimum wage increase effective 01 March as gazetted. Have escalated by 4,4% as was the case this past year however it may be higher or lower as gazetted. 4) Have then aligned all other rates to a 4,4% increase yearly. 5) The transport costs were aligned using the calculation of the minimum wage rate multiply the SABS rate per km travelled divided by 8 hours per day to get an hourly rate. 6) Rand Value fixed Operations Cost and Management Fee increased by 4,4% so aligned with yearly increases

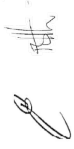


CSIR Supplier Agreement - CSIR & Adcorp Workforce Solutions

BIDDER'S NAME:		Adcorp BLU a div of Adcorp Workforce Solutions (Pty) Ltd																
Position	Hourly Rate Paid to Employee	5.00%					5.00%					5.00%					Total Hourly Charge including all fees (less unconditional discounts)	Trade discounts
		Leave Pay Provision 6.4%	Fam Reep Leave Provision 1.25%	Sick Leave Provision 4.25%	Public Holiday Provision 5.15%	Sewerance Pay 2.15%	PI Cover 1.00%	Uniforms 5.00%	Transport rate per km R 4.76	Hourly Rate Including Employee Benefits	UJF 1.00%	CCD NWCA 1.30%	Skills Dev Levy 1.00%	Statutory Costs Sub Total	Total Cost of Employee	Operations Cost	Management Fee	
Chef de partie	R 85.04	R 4.19	R 0.84	R 2.79	R 3.35	R 1.40	R 0.65	R 3.25	R 20.82	R 102.32	R 1.02	R 1.33	R 1.02	R 3.38	R 105.70	R 3.40	R 6.83	R 115.93
Stores Assistant	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Food & Beverage Buyer	R 118.43	R 7.63	R 1.53	R 5.08	R 6.10	R 2.55	R 1.18	R 5.92	R 20.82	R 169.23	R 1.69	R 2.20	R 1.69	R 5.58	R 174.82	R 3.40	R 6.83	R 185.04
Receptionist	R 39.09	R 2.52	R 0.50	R 1.68	R 2.01	R 0.84	R 0.39	R 1.95	R 20.82	R 69.81	R 0.70	R 0.91	R 0.70	R 2.30	R 72.12	R 3.40	R 6.83	R 82.35
Parking Marshall	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Laundry Staff	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Food Service assistants	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Safety Administrative Assistant	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Housemen	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Cook	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Cleaning Staff	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Comm Chef	R 41.55	R 2.68	R 0.54	R 1.78	R 2.14	R 0.89	R 0.42	R 2.08	R 20.82	R 72.89	R 0.73	R 0.95	R 0.73	R 2.41	R 75.29	R 3.40	R 6.83	R 85.52
Sous Chef	R 87.12	R 5.61	R 1.12	R 3.74	R 4.49	R 1.87	R 0.87	R 4.36	R 20.82	R 130.00	R 1.30	R 1.69	R 1.30	R 4.29	R 134.29	R 3.40	R 6.83	R 144.52
Events coordinator	R 46.63	R 3.00	R 0.60	R 2.00	R 2.40	R 1.00	R 0.47	R 2.33	R 20.82	R 79.26	R 0.79	R 1.03	R 0.79	R 2.62	R 81.87	R 3.40	R 6.83	R 92.10
Marketing coordinator	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Waitron & Barman	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Waste sorter	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04
Golf cart / shuttle driver	R 35.00	R 2.25	R 0.45	R 1.50	R 1.80	R 0.75	R 0.35	R 1.75	R 20.82	R 64.68	R 0.65	R 0.84	R 0.65	R 2.13	R 66.81	R 3.40	R 6.83	R 77.04

Item description	Amount (Inc VAT)
Safety File (Once-off)	R -

Notes: 1) Have not included VAT and as per above we cannot change the template. 2) The safety life cost will be for Adcorp BLU's cost each year. 3) Minimum wage increase effective 01 March as gazetted. Have escalated by 4.4% as was the case this past year however it may be higher or lower as gazetted. 4) Have then aligned all other rates to a 4.4% increase yearly. 5) The transport costs were aligned using the calculation of the minimum wage rate multiply the SARS rate per km travelled divided by 8 hours per day to get an hourly rate. 6) Rand Value fixed Operations Cost and Management Fee increased by 4.4% so aligned with yearly increases



CSIR Supplier Agreement - CSIR & Adcorp Workforce Solutions

BIDDER'S NAME: Adcorp BLU a div of Adcorp Workforce Solutions (Pty) Ltd

Position	5.00%				Employee Benefits				PI Cover	Uniforms	Transport rate per km	Statutory Costs				Hourly Rate Including Employee Benefits	Total Cost of Employee	5.00%		Trade discounts	Total Hourly Charge including all fees (less unconditional discounts)
	Hourly Rate Paid to Employee	Leave Pay Provision 6.44%	Fam Resp Leave Provision 1.29%	Sick Leave Provision 4.29%	Public Holiday Provision 5.15%	Severance Pay Provision 2.15%	Uf	COVID /WCA				Skills Dev Levy	Operations Cost	Management Fee	Hourly Charge including all fees						
Chef de partie	R 68.29	R 4.40	R 0.88	R 2.93	R 3.52	R 1.47	R 0.68	R 3.41	R 21.86	R 107.44	R 1.07	R 1.40	R 1.07	R 3.55	R 110.99	R 3.55	R 7.13	R 121.66	R 80.83	R 80.83	
Stores Assistant	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Food & Beverage Buyer	R 124.35	R 8.01	R 1.60	R 5.33	R 6.40	R 2.67	R 1.24	R 6.22	R 21.86	R 177.68	R 1.76	R 2.31	R 1.76	R 5.86	R 183.56	R 3.55	R 7.13	R 194.24	R 194.24	R 194.24	
Receptionist	R 41.05	R 2.64	R 0.53	R 1.76	R 2.11	R 0.88	R 0.41	R 2.05	R 21.86	R 73.30	R 0.73	R 0.95	R 0.73	R 2.42	R 75.72	R 3.55	R 7.13	R 86.40	R 86.40	R 86.40	
Parking Marshall	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Laundry Staff	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Food Service assistants	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Safety Administrative Assistant	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Housemen	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Cook	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Cleaning Staff	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Comm. Chef	R 43.62	R 2.81	R 0.56	R 1.87	R 2.25	R 0.94	R 0.44	R 2.18	R 21.86	R 76.53	R 0.77	R 0.99	R 0.77	R 2.53	R 79.06	R 3.55	R 7.13	R 89.74	R 89.74	R 89.74	
Sous Chef	R 91.48	R 5.89	R 1.18	R 3.92	R 4.71	R 1.97	R 0.91	R 4.57	R 21.86	R 136.50	R 1.37	R 1.77	R 1.37	R 4.50	R 141.01	R 3.55	R 7.13	R 151.69	R 151.69	R 151.69	
Events coordinator	R 48.98	R 3.15	R 0.63	R 2.10	R 2.52	R 1.05	R 0.49	R 2.45	R 21.86	R 83.22	R 0.83	R 1.08	R 0.83	R 2.75	R 85.97	R 3.55	R 7.13	R 96.64	R 96.64	R 96.64	
Marketing coordinator	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Waitron & Barman	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Waste sorter	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	
Golf cart / shuttle driver	R 36.74	R 2.37	R 0.47	R 1.58	R 1.89	R 0.79	R 0.37	R 1.84	R 21.86	R 67.91	R 0.68	R 0.88	R 0.68	R 0.88	R 70.15	R 3.55	R 7.13	R 80.83	R 80.83	R 80.83	

Item description	Amount (inc VAT)
Safety File (Once-off)	R -

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TABLE 1: SERVICES CHARGES

All our Rates are VAT Exclusive

- Night Shift allowance charged at 10% of the Hourly Rate for any hours worked between 18H00 - 06H00

- All the rates are based on an Hourly Rate and will be paid and calculated as per the Basic Conditions of Employment Act No 75 of 1997, and applicable laws. .

- Sunday times are charged at 1.5 as per legislation.

- Holiday times are charged at 2.0 per Hour.

- Please Note we have a Minimum of 5 Hours per Booking.

- Invoices to be submitted at 7-day intervals for weekly paid Designated Employees and monthly for monthly paid Designated Employees.

ANNEXURE "E": CONDUCT RULES

1. UNDERTAKINGS

1.1 The Conferencing and Accommodation (C&A) group, specifically the CSIR International Convention Centre (ICC), Knowledge Commons and Newtons restaurant undertakes to make use of ADCORP WORKFORCE SOLUTIONS (PTY) LTD as its preferred supplier of temporary staff as its preferred supplier as listed in Annexure A of this contract.

1.2 ADCORP WORKFORCE SOLUTIONS undertakes to provide the CSIR ICC with temporary seasonal staffing solutions as per this agreement.

2. APPOINTMENT AND RECRUITMENT OF STAFF/CAPACITY

ADCORP WORKFORCE will be required to:

- a. Supply the CSIR conferencing and accommodation with a recruitment and appointment plan to ensure that the necessary staff capacity is always achieved.
- b. Proactively monitor business levels of the CSIR conferencing and accommodation and to proactively recruit suitable candidates should the need to increase the pool of available staff become evident.
- c. Ensure that all candidates sourced and appointed are confirmed as suitably qualified and do not have any criminal record prior to assignment to the CSIR conferencing and accommodation. A certificate of clearance must be provided upon request.
- d. Ensure that all staff supplied to the CSIR meet the minimum requirements for qualifications and experience relevant to the position as per the CSIR Job Description, or, in the absence thereof, recommended industry standards.
- e. If the personnel appointed is unavailable during time of execution, he/she must be replaced with someone with equal experience.

STAFF REQUISITION

- a. Staff requisitions shall be generated by CSIR and forwarded to the service provider on a weekly basis within a minimum of three (3) working days prior to the event in the form of a weekly roster by position.
- b. In the event of CSIR receiving last minute bookings from clients, CSIR shall notify the service provider within twenty-four (24 hours).



c. In the event of late booking, the service provider must give feedback to confirm supply of staff within two (2) hours from time on notification.

d. ADCORP WORKFORCE will be required to submit a safety file before commencement of the contract.

3. STAFFING UNIFORMS

3.1 The CSIR will provide certain uniform items from its stock as per the CSIR ICC uniform guidelines (currently aprons, ties, waistcoats chef jackets, reflectors, and winter jackets).

3.2 ADCORP shall ensure that all staff at all times are neatly attired in the CSIR uniforms.

3.3 ADCORP staff are required to dress as per the CSIR ICC uniform guidelines, and it is specifically recorded that uniform items, other than those provided as per 3.1 above by the CSIR ICC, are for the account of ADCORP or the individual staff member.

3.4 ADCORP Floor Function Supervisors are required to wear black suits and ties, and these shall be for the service provider account.

5. MALE STAFF UNIFORMS & GROOMING

5.1 Uniform General

5.1.1. Male waitrons shall each be attired in black slacks (no denim material) preferably pleated a black belt with no excessive buckle/s, plain black socks and suitably enclosed laced up or slip-on formal or semi-formal shoes (no sandals will be allowed under any circumstances) with a white collared long sleeve shirt.

5.1.2. The respective items of clothing mentioned above must always be cleaned, polished, well-pressed, not faded or discoloured and in good order.

5.2 Hair

5.2.1. The hair of waitrons must at all times be clean and tidy, neatly combed.

5.2.2. Hairstyles must be simple. No extravagant hair tints will be allowed.

5.2.3. Hair must be above the collar and sideburns must be trimmed and neat.

5.2.4 Braided hair must be tied and neat at all times.

5.2.5 No long nails will be allowed.



5.3 Facial Hair: Moustaches and Beards

5.3.1. Half moustaches are not permitted.

5.3.2. Beards are not allowed for any staff who have contact with guests.

FEMALE WAITRONS

5.3.4 shall each be attired in a black A-line skirt or black formal pants (not tight fitting), a white collared and long sleeve shirt, black pantihose and suitably clean black pumps or closed formal or semi-formal shoes.

5.3.5 Cleaning staff shall each be attired in black pants, T-shirts, comfortable black shoes (dust coat supplied by the CSIR).

5.3.6 Driver shall be attired in black slacks (no denim material) a black belt with no excessive buckle/s, plain black socks and suitably enclosed laced-up or slip-on formal shoe with a white collared long sleeve shirt.

5.3.7 Events coordinator shall be attired in both black slacks / black skirt with a black pantihose, with a white blouse/ shirt and a black formal jacket, with black shoes.

5.3.8 Marketing coordinator shall be attired in both black slacks / black skirt with black pantihose, with a white blouse/ shirt and a black formal jacket, with black shoes.

NB: The Service Provider must supply the necessary name tags, access cards (at own cost), uniform/Personal Protective Equipment (PPE), and ensure grooming of the staff.

5.4 JEWELLERY

5.4.1. A maximum of one ring (preferably wedding ring) shall be allowed.

5.4.2. Any neck chain shall be worn inside clothing.

5.4.3. A watch should be a simple design.

5.4.4. No earrings, cufflinks, bracelets, visible body piercing, tattoos and/or jewellery shall be allowed.

6. LAUNDRY



6.1.1. ADCORP shall ensure that all staff who receive CSIR-issued uniform items, return the uniforms for purposes of it being laundered and cleaned.

6.1.2. All other items which are required to deliver the service in terms of the written agreement, such as waitron's friends, corkscrew, and the like shall be supplied by ADCORP.

7. TRANSPORTATION (Night Work)

7.1.1. Staff transport must be provided to staff placed by the service provider for any shift that commences after 18h00 and concluding by 06h00 the following day.

7.1.2. The service provider must ensure that staff transport availed during the times as contemplated in a above is safe, adequately protects employees during their commute, considering geographic location, safety of routes, and employee circumstances.

7.1.3. The service provider must furnish proof of ownership of staff transportation or an intention to contract for transport services.

8. REMUNERATION

8.1.1. The service provider will be responsible for the payment of salaries for the staff monthly on the date as stated in the contract of employment and CSIR has a right to request for proof as and when required.

8.1.2. The appointed service provider must address and effect payment of any pay queries within seven (7) working days of them being reported.

8.1.3. Statutory Deductions

8.1.4. The service provider must ensure that all statutory deductions are made and timeously paid over.

8.1.5. The service provider must furnish proof of such deductions and payment upon request by the CSIR.

9. TRAINING

9.1.1 The service provider must provide relevant training and upskilling for the staff for the duration of the contract. The service provider must submit a training plan for all positions.

Critical training required, not limited to:

- Customer service training
- Basic Food Handler's training and have certification as proof thereof.

10. OWNERSHIP & RISK

In a case of an Injury on duty (IOD), the service provider needs to ensure they are registered with the Compensation for Occupational Injuries and Disease Act (COIDA).

The service provider will need to provide the CSIR (C&A) group with a safety file containing their COIDA certificate and ensure it is valid, details of the safety personnel to contact in an event of an injury/emergency, provide details of all their staff members onsite for ease of access to information.

The CSIR is only responsible to call onsite medical assistance from the medical centre who will offer all the necessary medical attention, then if the employee needs to receive further treatment at a hospital the medical centre and the outsourced supervisor/ manager will assist with filling in a WCL2 form with their COIDA number, and the employee will be transported to hospital.

12. COMPLIANCE TO SOUTH AFRICAN LABOUR LAWS

The service provider shall employ all its staff in terms of written contracts of employment. Such contracts shall record that daily employment is not guaranteed and that staff will be rostered for seasonal work as and when required at the CSIR or at the premises of any other client of the service provider. Such contracts of employment shall also specifically record that the staff member remains employed by the service provider and it remains as its primary employer.

The service provider shall ensure that it complies with all the applicable labour legislation in the Republic of South Africa.

ANNEXURE “F”: REPORTING**1 REPORTING**

If so required by the CSIR, the Supplier shall submit a written progress report to the CSIR on a frequency to be agreed to by the Parties in Annexure “F”, reporting on the following items, *interalia* –

- 1.1 activities completed during current reporting period per discipline.
- 1.2 activities in progress during current reporting period per discipline.
- 1.3 activities to be undertaken during next reporting period per discipline.
- 1.4 areas of concern.
- 1.5 updated or revised programme and progress details as described above (if applicable).
- 1.6 recovery plan (when applicable).
- 1.7 man-hour progress including original budget vs actual vs forecast man-hours and cost.
- 1.8 cost report including cash flow forecast.
- 1.9 lists of deviations / variations – claims register and correspondence register; and
- 1.10 actions taken or to be taken to minimise or negate changes.



ANNEXURE "G" KEY PERFORMANCE INDICATORS**1 Introduction**

This section details the provisions which will be used to measure the Service Provider's performance relating this Agreement.

2 Performance Criteria

The Service Provider's performance relating to temporary staffing will be measured with reference to the service level set out in clause 5 below. Performance measurement will be done on a rating scale of 1 – 3, with 1 = poor, 2 = fair and 3=good. This performance will be evaluated on a weekly basis with a meeting held every month-end between CSIR operations team and the Service Provider's operations team.

3 Notice of Non-Performance

- 3.1 If is agreed or determined pursuant to the dispute resolution procedures contained in this Agreement that the Service Provider has failed to comply with any service level agreement in any measurement period as a result of any failure by the Service Provider, CSIR shall be entitled to require the Service Provider to remedy any such non-compliance during the succeeding measurement period on receipt of notice of non-performance issued by CSIR in writing.
- 3.2 The Service Provider shall pursuant to receipt of the written notice of non-performance take such steps as may be reasonably required to remedy the non-performance within remedy period stipulated in such notice.
- 3.3 For avoidance of doubt, CSIR shall not be entitled to a second notice of non-performance in respect of the same service level during the remedy period stipulated in the applicable notice of non-performance

4 Improvement Plan

- 4.1 If the Service Provider fails to rectify any failure to comply with any service level detailed in any notice of non-performance within the remedy period stipulated in such notice of non-performance, the CSIR shall be entitled by written notice to the Service Provider to require the Service Provider to submit a draft improvement plan to CSIR within 10 calendar days of such request detailing the perceived cause of the failure of the service level, together with the steps, resources and time required to rectify such failure.
- 4.2 CSIR shall be entitled to comment on such draft improvement plan, and the parties shall meet within 5 calendar working days of either party requesting a meeting to discuss and agree on the improvement plan. The following provisions shall apply in respect of such plan:

- 4.2.1 If the parties agree on the terms of the improvement plan (including any amendments thereto agreed by the parties) each party shall sign such improvement plan (as amended). Such signed improvement plan shall constitute the agreed improvement plan for purposes of this Agreement.
- 4.2.2 If parties are unable to agree to the draft improvement plan within a period of calendar days following either party requesting a meeting as contemplated above, either party may refer the improvement plan for determination in accordance with the arbitration provisions contained in the AThe Service Provider shall implement the agreed improvement plan in accordance with the time periods stipulated therein in order to rectify the failure to comply with the applicable service level.

5 Service Levels

Service Area	Service Description	Performance Indicator	Measurement Tool	Acceptable Level	Non-Performance Criteria
Staff Availability	Provision of staff per CSIR requisition	Staff availability matches weekly roster or short-notice requests	Weekly roster reconciliation and attendance register	100% of requested staff provided	Failure to provide 2 staff members of the requested number should not be twice per week
Recruitment Standards	Candidates meet qualification and clearance criteria	Staff have documented qualifications, experience, and police clearance	Staff files, CVs, Certificates	100% compliance for deployed competent staff	Any staff deployed without vetting or required experience
Uniform & Grooming Compliance	Staff adhere to CSIR uniform standards	Consistent uniform and grooming compliance.	Onsite inspections, Customer / Client feedback	100% compliance for all staff	>2 uniform breaches in a month
Staff Transport (18h00–06h00,	Safe, direct, and timely transport to/from site.	Delivery of staff on time for events, 95% on time transport without route delays or waiting for other staff to knock off.	Staff and supervisor transport logs; Complaints record	On time for 100% per shifts	≥2 transport complaints per month or delay >30 mins
Staff Payment	Timely payments on agreed dates and accurate salary payments.	Salaries paid as agreed;	Payroll record + complaint log	All staff paid on agreed date,	None submission of payroll record
Training	Training plans and execution	Improved task completion rate/performance and reduced errors	Valid certificates and training attendance logs	Valid annual training plan and detailed correction plan when level trigger is issued	No training plan or high-risk incompetent staff. No corrective plan implemented

Area	Service Description	Performance Indicator	Measurement Tool	Acceptable Level	Non-Performance Criteria
Responsiveness to Late Bookings	Response time to ad hoc requests within 2 hours	Confirmation to fulfil late booking requests within 2 hours.	Email response from site supervisor. Staff availability	100% within 2-hour feedback window	None response to late bookings requests
Incident & SHE Compliance	Compliance with safety and zero harm targets	SHE reports, toolbox talks, incident logs	Less than 3 incidents per month, daily toolbox talks	100% SHE incidents per month	More than 3 SHE incidents or audit findings in a month
Welfare & Complaint Handling	Staff complaints resolved timely	Staff satisfaction Quick complaint resolution times Less complains from staff.	Complaints register & response logs	100% resolved within 1 week	>1 unresolved staff issue/month
Invoice Submission	Timely and accurate invoices	Submissions of accurate invoices	Invoice audit log	100% on-time submission within 48 hrs	>1 late invoice or corrections queries in a month

6 Monthly Evaluation report

Performance Area	Weight (%)	Score (1-3)	Weighted Score	Comments / Evidence
Staff Availability	20		0	
Recruitment Standards	10		0	
Uniform & Grooming	10		0	
Transport	10		0	
Staff Payment	10		0	
Training	10		0	
Responsiveness to Late Bookings	10		0	
SHE Compliance	10		0	
Welfare & Complaint Handling	5		0	
Invoice Submission	5		0	
Total Score%				
Corrective Action Plan				
Issue Identified	Corrective Action		Responsible Party	Due date

ANNEXURE “H” BREACH ESCALATION FRAMEWORK

Level	Trigger	Action
Level 1	Minor deviation	Written warning
Level 2	Repeated deviation	Corrective Action Plan
Level 3	Continued failure	Penalties + Performance Improvement Plan
Level 4	Persistent failure	Suspension of work / probation
Level 5	Failure to improve	Contract breach review