

**IT Software Contract**

**Name of Contract:** ANNUAL LICENSE AND SOFTWARE MAINTENANCE AGREEMENT(ALSMA)



**Entered into between**

**Name of Institution:** Msunduzi Municipality

**herein represented by:** Mrs. Nelisiwe Ngcobo

**In his/her capacity as:** City Manager (Acting)

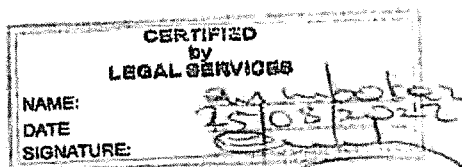
**And**

**Name of Vendor:** IMQS Software Pty Ltd

**Registration Number:** 2000/019581/07

**herein represented by:** Douglas Knight

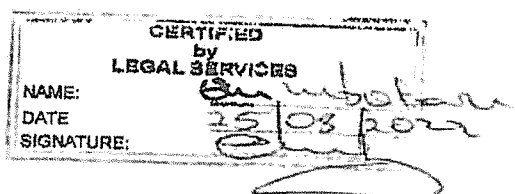
**In his/her capacity as:** Director



## IT Software Contract

### TABLE OF CONTENTS

|   |    |
|---|----|
| Section A .....   | 5  |
| General Conditions of Contract .....                        | 5  |
| 1. Definitions .....  | 6  |
| 2. Application.....   | 8  |
| 3. General .....  | 9  |
| 4. Standards .....  | 9  |
| 5. Use of Contract Document and Information.....            | 9  |
| 6. Patent Rights.....                                       | 10 |
| 7. Performance Security .....                               | 10 |
| 8. Inspection, Tests and Analysis.....                      | 10 |
| 9. Packaging.....   | 11 |
| 10. Delivery and Documents.....                             | 12 |
| 11. Insurance.....  | 12 |
| 12. Transportation.....                                     | 12 |
| 13. Incidental Services.....                                | 12 |
| 14. Spare Parts .....                                       | 13 |
| 15. Warranty.....   | 13 |
| 16. Payment .....   | 14 |
| 17. Prices.....   | 15 |
| 18. Contract Amendments .....                               | 15 |
| 19. Assignment.....   | 15 |
| 20. Subcontractors.....                                     | 15 |
| 21. Delay in Vendor's Performance.....                      | 15 |
| 22. Penalties.....  | 16 |
| 23. Termination for Default .....                           | 16 |
| 24. Anti-Dumping and Countervailing Duties and Rights ..... | 18 |



## IT Software Contract


|  |    |
|--|----|
| 25. Force Majeure.....                               | 18 |
| 26. Termination on Insolvency.....                   | 18 |
| 27. Settlement of Disputes.....                      | 19 |
| 28. Limitation of Liability.....                     | 20 |
| 29. Governing Language .....                         | 20 |
| 30. Applicable Law .....                             | 20 |
| 31. Notices.....                                     | 20 |
| 32. Taxes and Duties .....                           | 20 |
| 33. National Industrial Participation Programme..... | 21 |
| 34. Prohibition of Restrictive Practices.....        | 21 |
| Section B .....                                      | 22 |
| Special Conditions of Contract .....                 | 22 |
| 1. Additional Definitions .....                      | 23 |
| 2. Effective Date .....                              | 25 |
| 3. Interpretations .....                             | 25 |
| 4. Appointment.....                                  | 26 |
| 5. Scope of Work.....                                | 26 |
| 6. Performance Standards.....                        | 35 |
| 7. Contract Duration .....                           | 35 |
| 8. Contract Price.....                               | 36 |
| 9. Contract Amendments / Variations .....            | 38 |
| 10. Payments .....                                   | 39 |
| 11. Confidentiality.....                             | 39 |
| 12. Intellectual Property.....                       | 40 |
| 13. Responsibilities of the Purchaser.....           | 40 |
| 14. Responsibilities of the Vendor .....             | 40 |
| 15 Warranties.....                                   | 41 |

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| CERTIFIED<br>by<br>LEGAL SERVICES |                        |
| NAME:                             | <i>Samir M. Botman</i> |
| DATE:                             | <i>25/05/2017</i>      |
| SIGNATURE:                        | <i>[Signature]</i>     |

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IT Software Contract

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|--|----|
| 16. Loss and Substitution of Key Resources .....             | 42 |
| 17. General Indemnity .....                                  | 42 |
| 18. Delays .....   | 43 |
| 19. Waiver .....   | 44 |
| 20. Suspension.....  | 44 |
| 21. Breach.....  | 44 |
| 22. Penalties .....  | 45 |
| 23. Termination .....  | 45 |
| 24. Sub-Contracting.....                                     | 47 |
| 25. Dispute Resolution .....                                 | 47 |
| 26. Severability.....  | 49 |
| 27. Risk Management .....                                    | 49 |
| 28. Monitoring and Evaluation .....                          | 49 |
| 29. Notices .....  | 51 |
| 30. Whole Contract.....                                      | 52 |
| 31. Signatures .....   | 53 |
| Annexure A: Location of Licensee .....                       | 54 |
| Annexure B: Recommended Desktop/Laptop Requirement.....      | 55 |
| Annexure C: Recommended Requirement for Web-Application..... | 56 |
| Annexure D: ICT Requirement.....                             | 57 |

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| NAME:     | anubhakar   |
| DATE      | 25/03/2022  |
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IT Software Contract

Section A

General Conditions of Contract

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| DATE                              | <i>25/08/2022</i>  |
| SIGNATURE:                        | <i>[Signature]</i> |

## IT Software Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance with the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignee's store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the

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contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 **"Dumping"** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the Imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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- 1.19 **"Order"** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the Institution purchasing the goods/works and/or service.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **"Written"** or **"In writing"** means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

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### 3. General

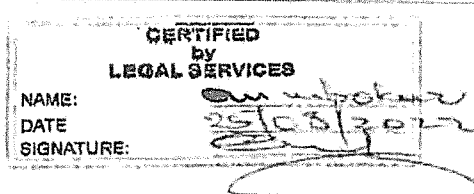
- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

### 4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### 5. Use of Contract Document and Information

- 5.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.



## IT Software Contract

- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## 6. Patent Rights

- 6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## 7. Performance Security

- 7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - b) a cashier's or certified cheque.
- 7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

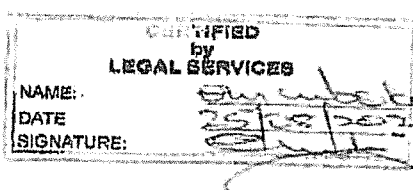
## 8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.

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| SIGNATURE:                        | <i>[Signature]</i> |

## IT Software Contract

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packaging**
- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The



## IT Software Contract

packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## 10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

- 10.2 Documents to be submitted by the Vendor are specified in SCC.

## 11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## 13. Incidental Services

- 13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;



## IT Software Contract

- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;
- e) training of the Purchaser's personnel, at the Vendor's plant; and /or
- f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Vendor for similar services.

## 14. Spare Parts

14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:

- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
  - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

15.1 The Vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's



## IT Software Contract

specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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| by             |                    |
| LEGAL SERVICES |                    |
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| DATE           | <i>25/08/2022</i>  |
| SIGNATURE:     | <i>[Signature]</i> |

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### 17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

### 18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### 19. Assignment

- 19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

### 20. Subcontractors

- 20.1 The Vendor shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract.

### 21. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.
- 21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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| NAME:                             | <i>anubakar</i>    |
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| SIGNATURE:                        | <i>[Signature]</i> |

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- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the Imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the Vendor.

## 22. Penalties

- 22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:
- a) If the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause





IT Software Contract

21.2;

- b) if the Vendor fails to perform any other obligation(s) under the contract; or
- c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.


23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.

23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

|                |  |
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| CERTIFIED      |  |
| BY             |  |
| LEGAL SERVICES |  |
| NAME:          | Amunobor   |
| DATE           | 25/08/2022   |
| SIGNATURE:     |  |

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These details will be loaded in the National Treasury's central database of Vendors or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. Anti-Dumping and Countervailing Duties and Rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in



## IT Software Contract

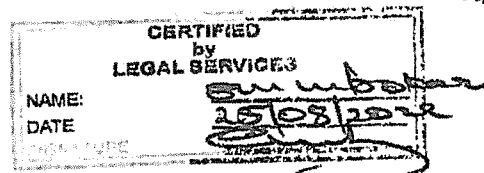
writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination on Insolvency

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the Purchaser shall pay the Vendor any monies due the Vendor.



## 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the Vendor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalties and/or damages to the Purchaser; and
  - b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing Language

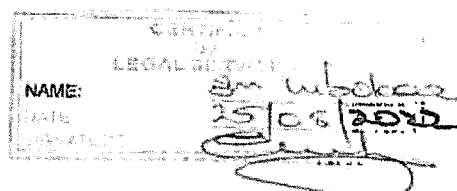
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## 30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## 31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



### **32. Taxes and Duties**

- 32.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. Prohibition of Restrictive Practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



IT Software Contract

Section B

Special Conditions of Contract

|                                   |                         |
|-----------------------------------|-------------------------|
| CERTIFIED<br>by<br>LEGAL SERVICES |                         |
| NAME:                             | <i>Amir M. M. M. M.</i> |
| DATE                              | <i>25/06/2012</i>       |
| SIGNATURE:                        | <i>[Signature]</i>      |

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## IT Software Contract

### 1. Additional Definitions

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

1.1 **"Accounting Officer"**: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999):

*Delete whichever is not applicable*

"Accounting Officer means a person described in Section 1 of the Local Government Municipal Finance Management Act, Act No. 56 of 2003".

1.2 **"Contract duration"**: means the period between the commencement and termination of the contract.

1.3 **"Confidential Information"**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract.

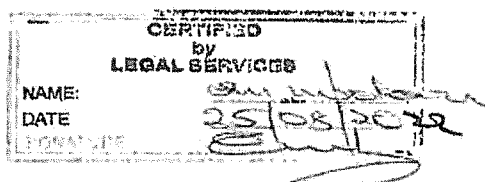
1.4 **"Vendor"**: The entity or person that will supply goods/works and/or services to the Purchaser.

1.5 **"Party"** means any one of the parties to this contract. The term "Parties" shall have a corresponding meaning;

1.6 **"Representative"** means the designated representative of the Purchaser or the Vendor;

1.7 **"Designated Sites"** means any site within the boundaries of the Licensee specified in Annexure A

1.8 **"Enhancement"** modifying the Software after delivery to improve performance or other attributes, or to adapt the product to a modified environment.



IT Software Contract

- 1.9 **"Hosting"** means providing space on an Internet server that allows the client to make their website accessible to their users. This server can be owned or leased by IMQS.
- 1.10 **"License"** means non-transferable and non-exclusive right granted to the Licensee to use the Software subject to the provisions of this Agreement.
- 1.11 **"The Licensee"** The Msunduzi Municipality
- 1.12 **"The Licensor"** IMQS Software (Pty) Ltd (2000/019581/07), Building 4 and 5, Stellenpark Office Park, Corner R44 and School Road, Stellenbosch, Western Cape, 7599
- 1.13 **"Modules"** Individual software applications within the Software with different functions and/or capabilities distributed separately or in conjunction with other applications as a package within the Software;
- 1.14 **"Server"** Means the Licensee's system (software and suitable computer hardware) that responds to requests across a computer network to provide, or help to provide, a network service;
- 1.15 **"Software"** Means both the Desktop Software and Web-based Software and means the Software Code for both versions of the application
- 1.16 **"Web-Based"** D Means the IMQS 'version 8' web-based software application, including all software purchased Modules, proprietary to the Licensor, as well as the Software Upgrades (to the extent supplied in accordance with this Agreement).





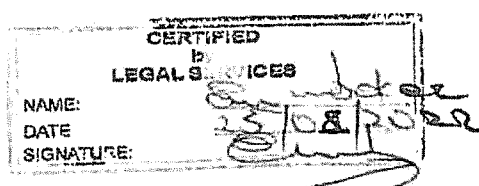
## 2. Effective Date

The effective date is the 1<sup>st</sup> of July 2022 .

## 3. Interpretations

In amplification of the provisions of paragraph 2 of the GCC, unless Inconsistent with the context, an expression which denotes:

- 3.1 Any gender includes the other genders.
- 3.2 A natural person includes a juristic person and vice versa.
- 3.3 The singular includes the plural and vice versa.
- 3.4 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.6 Any reference in this contract to "goods" includes works and/or services.
- 3.7 The agreement represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the agreement.
- 3.8 All annexures and appendices shall form part of the contract.
- 3.9 The headings used throughout the agreement do not have any special significance save to ensure the easy reading of the contract.



## IT Software Contract

### 4. Appointment

- 4.1 The Purchaser appoints the Vendor on the terms and conditions set out in this contract to provide the services to the Purchaser.
- 4.2 The Vendor accepts the appointment.

### 5. Scope of Work

- 5.1 In amplification of clause 4 of the GCC, the Vendor shall render the goods/works and/or services as detailed below: -

With effect from the Effective Date, IMQS Software shall-

- 5.2 Provide the Services subject to and in accordance with the provisions of this agreement and subject to and in accordance with the Regulations.
- 5.3 The Licensor shall provide to the Licensee:
  - 5.3.1 Telephonic software support during the hours 07:30 -17:30, Mondays through Fridays, excluding South African public holidays through a toll-free support line number - 080 123 IMQS (080 123 4677). On-site support of **Software** problems, at the Designated Sites, with reaction time based on the time of day and distance to travel to the Designated Site. On-site support will only be available once all attempts to provide remote support and troubleshooting have been successful.
  - 5.3.2 A comprehensive **User and Security Management** system that will control user level access to the Software. The management and resolution of Software problems through an on-line web ticket (logging) system with full customer relations functionality. Each ticket will be assigned to a responsible person within 24 hours. Resolution of the problem is dependent on the severity, but user feedback via the logging system will be done within 48 hours. Support tickets can be logged at [help@lmqs.co.za](mailto:help@lmqs.co.za).
  - 5.3.4 The right to certain Enhancements at no extra charge as and when they become available. The Licensor shall provide separate quotes in respect of Software Upgrades, at the prevailing rates for the acquisition, implementation and maintenance of those Software Upgrades. Regular notification of Enhancements distributed to agreed contact person(s) at the client.

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| NAME: | En unjalar |
| DATE: | 28/08/2022 |

LEGAL SIGNATURE

*[Signature]*

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## IT Software Contract

Initial training of no more than 10 (ten) users per Modules as part of the implementation process. Remote interactive desktop support (subject to bandwidth availability as well as Licensee's server access capabilities). Access to the most recent minimum system specifications.

- 5.3.5 Access to a formal documented IMQS web modules change request procedure (available from the Account Manager on request) for the Licensee to request any changes to the Software. These changes will be actioned via an accepted change request quotation, based on the charge out rates in this Agreement. No charge requests for the Desktop version of software will be considered.
- 5.3.6 Access to Licensor's South African based in-house programmers to enhance and customise existing Software to further meet the Licensee's needs at a cost calculated in accordance with the charge out rates.
- 5.3.7 Access to Licensor's software technical team to import any new data into the different Modules at a cost calculated according to the charge out rates. The turnaround time for importing of information into the different Modules is ten (10) working days, granted the information is in the correct format, accurate and complete.
- 5.3.8 Access to Licensor's software training team for additional, intermediate and advanced training on all the existing Software at a cost calculated according to the charge out rates.
- 5.3.9 On request for further enhancements, customisation or additional functionality to any of the Modules, the Licensor will estimate the total cost envisaged and provide such proposed quotation, in writing, to the Licensee for finalisation and approval. Work will only commence as per request once written acceptance of the quotation has been received by the Licensor.

## 5.4 HARDWARE REQUIREMENTS

The Licensee agrees to implement and/or maintain the minimum hardware and network requirements as outlined in Annexure "B and C" to ensure the Software functions in an effective and efficient manner. These requirements include all depots and satellite offices where the Software will be installed.

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| NAME      | anubeta  |
| DATE      | 25/05/2024   |
| SIGNATURE |  |

## 5.5 LIAISON

The Licensee agrees to appoint at least 1 (one) member of its staff at each Designated Site as a liaison officer for the Licensor who will be the sole person to forward enquiries regarding the Licensed Software to the Licensor.

## 5.6 TRAINING OF PERSONNEL

The Licensee agrees to make staff available during the ALSMA period to be properly trained in the effective use of the operating system under which the Software is used. Failure to do so, at the reasonable discretion of the Licensor, will result in the standard ruling hourly rate being charged for additional training sessions.

## 5.7 JOB DESCRIPTIONS

### 5.7.1 ANALYSTS (BUSINESS AND SYSTEMS)

The Analyst (Business and Systems) will provide the expertise to support the client in translating business needs into software requirements. The analyst will thereby enable the development team to create concise and robust code and in doing so they will collectively develop, maintain and support cutting edge solutions. The Analyst's principal function is to scope, discover and describe requirements and ensure that our software solutions, based on the company's vision and strategic direction, adhere, surpass and compliment the client's specifications. The Analyst will help with user requirements, scope of work, functional decompositions, storyboards, business and data flow, business rules, system design, writing of specifications and contribute to the designing, building, testing and implementing of applications as needed, on a project by project basis.

#### His/her skill includes

- Understanding business process management and business requirements of the customers and translating them into specific software requirements.
- Documenting and analysing the required information and data.
- Understanding the technical designs as well as the specifications.
- Evaluating the information gathered through workshops and surveys, business process description and task analysis.



## IT Software Contract

- Effectively communicating with development teams and clients to deliver functional requirements like GUI, screen and interface designs.
- Devising possible solutions to predicted problems, evaluating other options.
- Reacting to problems and coming up with possible solutions.
- Reviewing deliverables prepared by the team before passing to client.
- Ensuring project documents are complete, current, and stored appropriately.

### 5.7.2 DEVELOPER

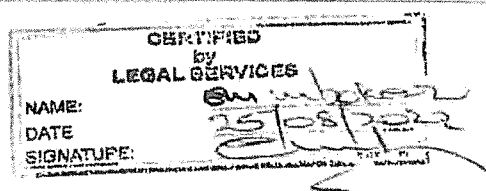
The Application Developer's principal function is to develop bespoke solutions, based on the company's vision and strategic direction, as well as client's specifications. The Application Developer will help with writing specifications and designing, building, testing, implementing and sometimes supporting applications using the best of breed programming languages and development tools as needed, on a project by project basis. He/she works closely with software engineers, business and systems analysts, writing programmes according to their specifications.

#### His/her skill Includes

- interpreting written business requirements and technical specification documents;
- breaking down a program specification into its simplest elements and translating this logic into a programming language;
- devising possible solutions to predicted problems, evaluating other options;
- working as part of a team to develop/code a specific section of the programme;
- combining all elements of the programme design, and testing it;

### 5.7.3 QUALITY ASSURANCE

The main role of the Test Analyst is to ensure the system integrity, quality and completeness of all software that is delivered to the client. He/she will evaluate and test new or modified software and software development procedures used to verify that the programme functions according to user requirements and conforms to company guidelines and standards. He/she will, therefore, help define, create and manage test standards, design, create and maintain test cases and facilitate the management thereof, follow the company processes and use test case software to ensure software integrity.



## IT Software Contract

His/her skills will include:


- Implementing the testing processes as part of the SQA.
- Ensuring that high quality and accuracy is maintained through to software release.
- Preparing and maintaining test plans for use on automated testing tools.
- Preparing a test plan and test scripts to test each software component and demonstrate the business condition under test and the expected result.
- Providing feedback to the development team and ensuring the work is carried out in accordance with the schedule and the quality requirements.
- Assurance & Test Strategy in pursuing assurance and test activities.
- For all agreed Projects, produce the System Integration Test stage plan in compliance with the overall test strategies.
- Providing input to the development team in respect of higher-level requirements and documentation.
- Producing the system test deliverables (system test plan, system test specification, system test scripts, system test data etc.) to the agreed timescale, budget and quality
- Planning and executing system testing, both scripted and unscripted
- Input to the management of defects in line with agreed procedures
- Taking part in the build and release management process with the development teams
- Producing and reporting assurance and test activities on a periodic and ad-hoc basis.
- Escalating project exceptions to the Project Manager
- Aiding and assisting other test and project team members

### 5.7.4 BUSINESS INTELLIGENCE ( BI)

The Business Intelligence Specialist's role is to strategically design and implement BI software and systems, including integration with databases and data warehouses. This includes selecting, blueprinting, gathering requirements, designing, and rolling out BI solutions to end users. The Business Intelligence Specialist is also responsible for ensuring high levels of BI availability through support functions and in-depth testing.

His/her skills will include:

- Designing, coding, testing, and documenting all new or modified BI systems, applications and programmes.

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| NAME:      | DAVID J. HARRIS  |
| DATE:      | 25/04/2017   |
| SIGNATURE: |  |

## IT Software Contract

- Developing graphs and portal interfaces.
- Assisting in the design of databases and data warehouses to ensure interoperability with BI solutions.
- Analysing user requirements and, based on findings, design functional specifications for BI front-end applications.
- Producing ETL design guidelines to ensure a manageable ETL infrastructure for the BI system.

### 5.7.5 DATA INTEGRATION

The Data Integration Specialist's role is to ensure that customer data is created, imported, verified and maintained to a set of data standards. This process includes the identification of incorrect data received from various sources and taking the appropriate steps to fix it. He/she also acts as a resource in identifying and procuring information from other sources to be included in the client's data set.

#### His/her skills will include:

- Importing spatial data into databases and linking it up with the associated attribute information.
- Assisting end users with various data queries.
- Extracting and loading Information into the appropriate databases.
- Ensuring Data Updates are available to clients.
- Facilitating data queries.

### 5.7.6 TRAINING

Trainers design and deliver training programmes for the client based on client and software needs. The trainers will be responsible for compiling and presenting user and product specific training on a class or individual basis.

#### His/her skills will include:

- carrying out training needs analyses;
- defining the skill-sets needed to perform different roles;
- carrying out performance assessments to determine the skills gap between current and desirable learner skill levels;
- ensuring the learning environment and resources support learner needs;



## IT Software Contract

- designing course materials and other documents such as hand-outs, manuals and exercises;
- preparing the learning environment and resources, including setting up IT equipment where appropriate;
- maintaining appropriate records of learner development and also resource allocation.

### 5.7.7 IMPLEMENTATION ANALYST (TECHNICAL SUPPORT ENGINEER)

The Implementation Analyst (Technical & Spatial Support Engineer) will provide the expertise to support the physical infrastructure of the client, including Servers, Desktops, Laptops and Networks to facilitate the installation of applications and the support thereof.

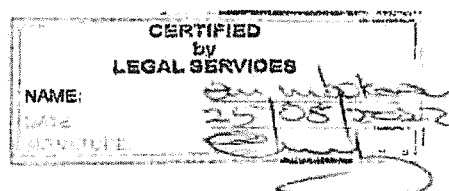
- He/she works closely with the client IT staff and other technical support staff with software installations, user accounts and access and support for the client.
- Working closely with client IT teams, he/she will provide a sustainable solution to problems experienced.
- He/she will liaise with team members to understand their needs and translate these into tangible and workable solutions, offering the best of breed technology and practical solutions
- He/she will be managing the bugs reported, follow-up with the project office for the scheduled fixing of these and closing the issues down with feedback to the client.

### 5.7.8 PROJECT MANAGER

The project manager ensures that any project conforms to the System Development and project methodologies. As software requirements are very susceptible to change, and it is extremely difficult to illuminate all the potential requirements in a single project phase before the software development commences, the project manager, as part of this process, is to be able to communicate the progress and/or challenges to all role players on a timeous basis, identify deadlines in danger, rework priorities with the client, and ensure that the team stays focused.

His/her skills will include:

- Defining project scope, goals and deliverables that support the client goals in collaboration with IMQS and other stakeholders.
- Supporting the development team by creating project plans, sprints, burn-down charts and associated communication documents and presentations.
- Holding regular status meetings with the client and proposing changes and highlighting risks.





## IT Software Contract

- Effectively communicating project expectations to team members and stakeholders in a timely and clear fashion.
- Keeping minutes of meetings, indicating responsibilities, decisions and outcomes and the timeous follow-up of these tasks.
- Identifying and managing project dependencies and critical paths.
- Planning and scheduling project timelines and milestones using appropriate tools.
- Tracking project milestones and deliverables.
- Proactively managing changes in project scope, identifying potential crises, and devising contingency plans.
- Facilitating team and client meetings effectively.
- Conducting project post mortems and creating a recommendations report in order to identify successful and unsuccessful project elements.

### 5.7.9 PROFESSIONAL SUPPORT AND DATA QUALITY ASSURANCE SERVICES

The professional support team is comprised of members with the suitable knowledge, skills and experience to assist the Licensee with the technical know-how of periodic and regular updating of the different Modules, not covered by the other job descriptions, and includes knowledge on performing data quality assurance services. The skills of these individuals will depend on the specifications of the services required.

### 5.7.10 SENIOR ASSET MANAGER SPECIALIST

The Senior Asset Manager (AM) Specialist acts as the responsible director who leads the initiative and advises the client.

### 5.7.11 CHARTERED ACCOUNTANT

The Chartered Accountant (CA) leads the asset accounting approach, including the oversight of data preparation and quality assurance (QA). Typically, Chartered Accountants work in all fields of business and finance, including audit, taxation, financial and general management.

|                                   |                    |
|-----------------------------------|--------------------|
| CERTIFIED<br>by<br>LEGAL SERVICES |                    |
| NAME:                             | <i>[Signature]</i> |
| DATE                              | <i>29/08/2022</i>  |
| SIGNATURE:                        | <i>[Signature]</i> |

#### 5.7.12 PROFESSIONAL ENGINEER (ASSET MANAGEMENT)

The Professional Engineer (Asset Management) plans and oversees Infrastructure asset verification data improvements, data analysis and interpretation, including annual reviews. Typical objectives are as follows:

- To Implement and maintain Asset Management strategies policies, processes and procedures
- To assist in ensuring asset management principles and processes are implemented
- To assist in setting standards of service/service levels
- To input into and prepare master works program, focusing on maintenance and replacement of assets
- To prepare budgets associated with asset management, ensuring full lifecycle costs are considered
- To implement and maintain an Integrated Management System (IMS) or equivalent, which brings together best practices for acquisition and maintenance of assets
- To provide support to other key personnel

#### 5.7.13 ENGINEERING TECHNICIAN

The Engineering Technician performs asset and data verification and componentises the assets according to GRAP.

#### 5.7.14 DATABASE MANAGER

The Database Manager (DBA) creates and manages all asset databases, performs regular data integrity checks, including the appropriate updating of the databases and quality assurance (QA).

They are typically IT Professionals responsible for the installation, configuration, upgrading, administration, monitoring, maintenance, and security of databases in an organization. The role includes the development and design of database strategies, system monitoring and improving database performance and capacity, and planning for future expansion requirements. They may also plan, co-ordinate and implement security measures to safeguard the database.



### 5.7.15 GIS TECHNICIAN

The GIS Technician performs all spatial analysis including the integration and updating of information onto the system. The GIS Technician will support the ongoing maintenance and dissemination of data and applications in the GIS environment. Reporting to the

Director - Information Technology, the GIS Technician will work with various departments to ensure that their needs for GIS Information are met on a day to day basis.

Technical responsibilities typically include the following:

- Responsible for the on-going spatial data maintenance and dissemination, end-user support and the generation of maps and other GIS reports and information product;
- Provide technical expertise related specifically to asset management;
- Responsible for the creation of as-built municipal drawings using AutoCAD;
- Responsible for the compiling and organizing GIS data from maps, databases and other sources;
- Responsible for the collection of data in the field using Global Positioning System (G.P.S.) units;
- Responsible for the collection and conversion of mapping resources and data;
- Responsible for the daily input and editing of municipal Infrastructure;
- Conduct programmatic and manual analysis and create reports and thematic maps on the data within the GIS;
- Ensure that quality assurance on new or revised data conforms to standards laid out in the GeoDatabase, or any other applicable standard or policy;
- Responsible for the conversion, import and export data in and out of the GIS system;
- Direct the preparation of regular status reports, highlighting GIS issues requiring attention;
- Create and document procedures and metadata definitions

## 6. Performance Standards

In amplification of paragraph 4 of the GCC, the Vendor shall render the goods/works and/or services in accordance with performance standards set by the Purchaser.

## 7. Contract Duration

- 7.1 This contract will commence on the 1<sup>st</sup> of July 2022 and shall terminate on the 30<sup>th</sup> of June 2025 or on the occurrence of the following events:



## IT Software Contract

7.2 This contract may be extended on a month-to-month basis for a period not exceeding six months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury Practice Note No. 4 of 2008/2009 or any subsequent amendments thereto

7.3 This contract may be renewed only with the authority of the Accounting Officer and must comply with the terms of the National Treasury Practice Note No. 4 of 2008/2009 or any subsequent amendments thereto.

## 8. Contract Price

8.1 In consideration for the service to be rendered by ALSMA to Municipality in terms of this agreement, the Municipality shall pay to ALSMA an annual fee for the three years of the contract:

| Annual License and Software Maintenance Fee   | 2022/23            | 2023/24            | 2024/25            |
|---|--------------------|--------------------|--------------------|
| Water Network Analysis  | R46 769,21         | R51 446,13         | R56 590,74         |
| Sewer Network Analysis  | R46 769,21         | R51 446,13         | R56 590,74         |
| Water Demand Analysis   | R46 769,21         | R51 446,13         | R56 590,74         |
| <b>Sub-Total 1.1</b>  | <b>R140 307,63</b> | <b>R154 338,39</b> | <b>R169 772,22</b> |
| <b>Web Hosting and Software support</b>   | <b>2022/23</b>     | <b>2023/24</b>     | <b>2024/25</b>     |
| IMQS Web Hosting: <a href="https://msunduzi.imqs.co.za/">https://msunduzi.imqs.co.za/</a> | R70 862,44         | R77 948,68         | R85 743,55         |
| Technical Support, Releases, Backup and Monitoring  | R101 809,19        | R111 990,11        | R123 189,12        |
| <b>Sub-Total 1.2</b>  | <b>R172 671,63</b> | <b>R189 938,79</b> | <b>R208 932,67</b> |
| <b>Total 1.1 + 1.2 (excl VAT)</b>   | <b>R312 979,26</b> | <b>R344 277,18</b> | <b>R378 704,89</b> |
| <b>VAT (15%)</b>  | <b>R46 946,89</b>  | <b>R51 641,58</b>  | <b>R56 805,73</b>  |
| <b>Total (incl VAT)</b>   | <b>R359 926,15</b> | <b>R395 918,76</b> | <b>R435 510,62</b> |

## 8.2 CHARGE OUT RATES

### 8.2.1 HOURLY RATES

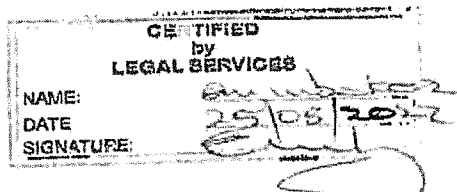
Normal rates apply: 07:30 to 17:30 Weekdays

Overtime rates apply: Weekends and public holidays using the following multipliers:

1½ x rates shown below for Saturdays

1 x rates shown below for Sundays and public holidays

Rates will increase annually according to CPI as recorded by Stats SA (refer to [www.statssa.gov.za](http://www.statssa.gov.za))



**IT Software Contract**

| <b><u>Hourly rates per role/service for 1 July 2019 to 30 June 2020</u></b> |                    |
|---|--------------------|
| <b>Activity</b>   | <b>Hourly Rate</b> |
| Business Analyst  | R1 050.00          |
| Developer   | R1 050.00          |
| Quality Assurance   | R800.00            |
| Business Intelligence   | R800.00            |
| Data Integration  | R800.00            |
| Implementation Analyst  | R750.00            |
| Software Training (Group)   | R2 200.00          |
| Software Training (Individual)  | R1 850.00          |
| Project Management  | R1 800.00          |
| Senior Asset Manager (AM) Specialist  | R2 500.00          |
| Chartered Accountant  | R1 320.00          |
| Professional Engineer (AM)  | R1 210. 00         |
| Engineering Technician  | R825.00            |
| Database Manager  | R715 00            |
| GIS Technician  | R715.00            |
| Traveling Time  | R880.00            |
| Solutions Architect   | R1 950.00          |
| Senior Developer  | R1 500.00          |
| Project administrator   | R800.00            |

CERTIFIED  
 by  
 LEGAL SERVICES  
 NAME: *[Signature]*  
 DATE: 25/03/2020  
 SIGNATURE: *[Signature]*

## IT Software Contract

8.2.2 The rates set out above shall increase on each anniversary of the Effective Date in accordance with any increase in the Consumer Price Index as published from time to time by Statistics South Africa in the Government Gazette.

8.3 The total contract price must include:

The total price offered by the Vendor that was used in the calculation of price points in terms of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and its accompanying Regulations in the bidding process. This price is either the original price offered by the Vendor or an alternative price offered by the Vendor in the event that the Purchaser requested an extension to the bid validity period.

## 9. Contract Amendments / Variations

- 9.1 In amplification of paragraph 18 of the GCC, any amendments/ variations, of this agreement must be signed by the duly authorised signatories of the Vendor and the Accounting Officer or his/her delegated official on behalf of the Purchaser.
- 9.2 The Vendor shall not, in performing its obligation, vary from the terms and conditions stated in this agreement whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Purchaser (Accounting Officer/delegated official), and no claim on the part of the Vendor for any extra payments on the grounds of any alterations or extra work will be entertained.
- 9.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Vendor shall furnish the Purchaser with a detailed justification for the adjustment to the contract price.
- 9.4 Any variation or expansion of orders against this contract must comply with the provisions of paragraph 3.9 of the National Treasury Instruction Note on Enhancing Compliance, Monitoring

|                                   |                    |
|-----------------------------------|--------------------|
| CERTIFIED<br>by<br>LEGAL SERVICES |                    |
| NAME:                             | <i>[Signature]</i> |
| DATE:                             | 29/05/2012         |
| SIGNATURE:                        | <i>[Signature]</i> |

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## IT Software Contract

and Improving Transparency and Accountability In Supply Chain Management dated 31 May 2011 or any subsequent amendments thereto.

### 10. Payments

- 10.1 In qualification of the provisions of paragraph 16 of the GCC, the 30 day period referred to in paragraph 16.3 will only commence on fulfilment of the following conditions:
- 10.1.1 The submission of a valid tax invoice and the relevant supporting documentation; and
  - 10.1.2 The goods and services have been accepted and signed off by the relevant Accounting Officer or his/her delegated official.
  - 10.1.3 Statements of accounts and tax invoices must be in a format reasonably required by the Purchaser from time to time.
  - 10.1.4 The purchaser shall make payments to the Vendor's nominated bank account, and the nomination of the said banking account shall be in writing.

### 11. Confidentiality

In amplification of the provision in paragraph 5 of the GCC, the Parties shall:

- 11.1 Treat as strictly confidential any and all Confidential Information given or made known to them arising from their association through this Agreement.
- 11.2 Keep all such Confidential Information confidential towards third parties and only use it in co-operation with each other for the purpose expressly agreed upon by the Parties and to disclose same to their employees only on the basis a the need to know.
- 11.3 The foregoing obligations shall not apply to any information which:
  - 11.3.1 Is lawfully in the public domain at the time of disclosure;
  - 11.3.2 Subsequently becomes available to one party from a source other than the other party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; and
  - 11.3.3 Is disclosed pursuant to a requirement or request by operation of law, regulation or order of a competent court.



## IT Software Contract

- 11.4 This clause is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this Agreement.

## 12. Intellectual Property

In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Purchaser.

## 13. Responsibilities of the Purchaser

- 13.1 The Purchaser will co-operate with the Vendor and provide the Vendor with such data, information and assistance as the Vendor may reasonably require in order to enable or facilitate the Vendor to comply with its obligations under this Agreement;
- 13.2 The Purchaser shall supply the Vendor with reasonable access to relevant premises, personnel, equipment and systems as the Vendor may reasonably require for the purposes of its obligations, provided that the Purchaser shall then not be required to incur any extra costs without its prior agreement which may be refused at its sole discretion;
- 13.3 The Purchaser shall ensure that any party over whom it has direct control performs its functions and duties as may be reasonably required by the Vendor to enable it to comply with its obligations under this Agreement;
- 13.4 If the Purchaser is requested by the Vendor, but without absolving the Vendor from any of its service provision obligations, the Purchaser will utilise its best efforts to facilitate compliance and/or co-operation from other third parties and role-players with whom the Vendor requires to interact in order to comply with its obligations under this Agreement.

## 14. Responsibilities of the Vendor

- 14.1 The Vendor acknowledges the importance of the event and therefore adherence to the project plan is a material term of this contract and therefore undertake to:
- 14.2 Commence and complete the project within the periods provided for in the project plan;
- 14.3 Meet any interim periods provided for in the project plan.

Page 40 of 57

|                                   |                    |
|-----------------------------------|--------------------|
| CERTIFIED<br>by<br>LEGAL SERVICES |                    |
| NAME:                             | <i>[Signature]</i> |
| DATE:                             | 15/08/2012         |
| SIGNATURE:                        | <i>[Signature]</i> |

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## IT Software Contract

- 14.4. With effect from the effective date and until completion of the project, the Purchaser shall be entitled to:
- 14.5 Request any information from the Vendor pertaining to the project;
- 14.6 Inspect the project and any records or documentation pertaining thereto;
- 14.7 Call meetings which the Vendor shall be obliged to attend in order to deal with any queries of the Purchaser pertaining to the project.

## 15. Warranties

- 15.1 To supplement paragraph 15 of the GCC, which provides for goods/works and/or services, and in the event that the Vendor is providing services to the Purchaser, the Vendor warrants that:
  - 15.1.1 It shall at all times or during the occurrence of this contract possess the knowledge, sufficient expertise, use and adopt reasonable professional techniques and standards and provide the service with due care, skill and diligence.
  - 15.1.2 it has the human resources required for the proper performance of the services and will allocate adequate staff with appropriate experience to provide the services;
  - 15.1.3 junior staff will not be allowed to work on the services without the supervision of a professional with appropriate experience;
  - 15.1.4 The necessary time and attention will be allocated to the provision of the services;
  - 15.1.5 It is (and for the duration of this contract will continue to be) registered with the relevant regulatory authority as may be required in its area of expertise and is (and for the duration of this contract will continue to be) a member in good standing of that authority; and
  - 15.1.6 It will comply with all laws and regulations applicable to the provision of the services.



## IT Software Contract

- 15.1.7 It will provide the services in a timely manner, and the Vendor must use reasonable endeavours to adhere to the time limits agreed between the parties; where no time limits are agreed to, the services must be provided within a reasonable period.

## 16. Loss And Substitution of Key Resources

- 16.1 The following persons are identified as key human resources for the purpose of this agreement:

- 16.2 In the event that a key human resource resigns or leaves the Vendor, the Vendor shall:

- 16.2.1 within seven (7) days of such an occurrence notify the Purchaser in writing; and

- 16.2.2 within fourteen (14) days recommend a suitably qualified and experienced person to substitute the key human resource, either permanently, or temporarily..

- 16.3 If, in the sole opinion of the Purchaser, no suitable replacement for such a key human resource can be found, the Purchaser may, at its sole discretion, in writing:

- 16.3.1 waive the obligation of the Vendor to substitute the key human resource;

- 16.3.2 amend the agreement and budget of the Vendor to exclude the service that was provided by such key human resource; or

- 16.3.3 terminate the agreement as contemplated in clause 24.

## 17. General Indemnity

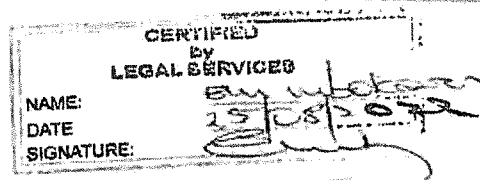
The Vendor hereby indemnifies the Purchaser and holds the Purchaser harmless, against:

- 17.1 Any claims lodged against the Purchaser by any third party arising out of or relating to any loss that the Vendor or such third party may suffer, as a result of, or arising out of:

- 17.1.1 Personal injuries or death of any person caused by the default of the Vendor; and

- 17.1.2 Damage to any property caused by the default of the Vendor.

- 17.1.3 Any liability arising out of intentional or negligent acts or omissions to act by the Vendor;



IT Software Contract

- 17.2 Any liability with regard to the claims by government authorities or others due to the non-compliance by the Vendor with any laws or regulations of the Republic provided such compliance was required for the execution of this contract.

**18. Delays**

- 18.1 To supplement paragraph 21 in the GCC, an Accounting Officer or his/her delegated official may consider a "No fault delay", where:

18.1.1 Additional services are ordered by the Purchaser;

18.1.2 A force majeure occurs;

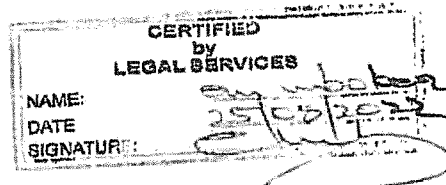
18.1.3 There is any delay in the Vendor providing the services which is communicated to the Vendor as being the fault of the Purchaser; or

18.1.4 The Vendor may request an extension to the period of performance.

18.2 Unless otherwise mutually agreed to by the parties, the Vendor shall as soon as possible but within 5 days of becoming aware that a delay may occur, notify the Purchaser in writing of his intention to make a request for the extension of the period of performance to which he considers himself entitled and shall within 5 days thereafter deliver to the Purchaser detailed particulars of the request in order that it may be investigated.

18.3 Unless otherwise mutually agreed to by the parties, the Purchaser shall within 14 days of receipt of a detailed request, grant such extension to the period of performance, either prospectively or retrospectively, or inform the Vendor that the extension has not been granted.

18.4 The Purchaser undertakes not to enforce its right contained in paragraph 21.3 of the GCC prior to providing the Vendor with notice, in writing, of its intention to obtain the goods/works and/or services from a national department, provincial department, or a local authority.



## 19. Waiver

- 19.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

## 20. Suspension

- 20.1 The Purchaser may temporarily suspend in whole or in part the services by providing no less than 5 days written notice to the Vendor who shall on receipt of such written notice immediately cease the performance of services. The Purchaser will indicate the date on which the contract will be resumed in the notice.
- 20.2 When suspended, the Vendor shall be entitled to pro-rata payment for the services already carried out and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.
- 20.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

## 21. Breach

- 21.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.
- 21.2 If the defaulting party fails to remedy the breach within the 14 days specified in 22.1, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 21.2.1 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

|            |                    |
|------------|--------------------|
| NAME:      | <i>[Signature]</i> |
| DATE:      | 25/08/2022         |
| SIGNATURE: | <i>[Signature]</i> |

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## IT Software Contract

21.2.2 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

21.3 The Vendor shall immediately advise the Purchaser of the same, upon which the Purchaser shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Vendor to advise the Purchaser of a conflict of interest shall amount to a material breach of this contract.

## 22. Penalties

In terms of clause 22 of the GCC, a penalty for delays in performance will be calculated as follows: The Purchaser may, in its discretion, impose either of the following penalties:

22.1 R1 000 per calendar day for any delays and or disruptions in rendering the service to its fullest as agreed by the business unit and service provider.

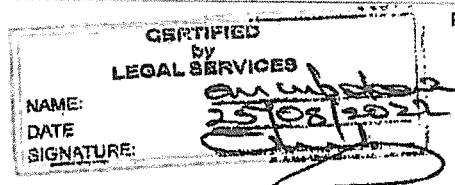
22.2 If the Service Provider fails to perform the services to the required standard and within the period specified, and if this failure is not due to any conduct on the part of the Purchaser, the Purchaser shall without prejudice to its other remedies under the contract, deduct from the price, as a penalty, a sum calculated on the cost of the unperformed service/item or the cost of the delay.

## 23. Termination

23.1 In addition to the circumstances provided in paragraph 23 of the GCC, for termination of the contract, either party may provide the other party with a written notice of its intention to terminate the contract. Within 14 days of receipt of such notice, the parties shall reach mutual agreement on:

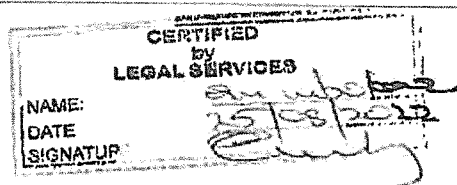
23.1.1 The effective date of the termination;

23.1.2 The terms of such termination;



IT Software Contract

- 23.1.3 The handing over mechanism, such that the termination of the contract does not materially affect the institution's service delivery obligations.
- 23.2 In amplification of paragraph 23.3 of the GCC, in the event that the contract is terminated, the Purchaser is entitled to recover all costs, losses or damages it has suffered as a result of the Vendor's conduct; and/ or
- 23.3 Impose a financial penalty, where applicable, not exceeding the total contract price.
- 23.4 Further, the Vendor accepts that as a result of the special nature of the working relationship envisaged in this agreement, the Purchaser shall also be entitled, subject to the provisions of clause 24, to terminate this agreement should the Vendor or any member of its staff conduct himself or herself in any manner that may adversely affect the working relationship, including but not limited to:
- 23.4.1 making false statements or representations relating to obligations arising from this agreement;
- 23.4.2 making any false statements or representations which relate to the structure or composition of the Vendor before or after the commencement of this agreement;
- 24.4.3 building up a history of poor performance;
- 23.4.4 falsifying any documents or records relating to obligations arising from this agreement; failure to execute instructions timeously or at all;
- 23.4.5 being struck from the roll of the relevant regulatory authority; or
- 23.4.6 being under investigation by any government agency for alleged criminal activities or misconduct.
- 23.5 The Purchaser shall be entitled to terminate this agreement immediately without notice if the Vendor –



## IT Software Contract

- 23.5.1 being an individual, surrenders or makes application for the surrender of his or her estate or is sequestrated (whether provisionally or otherwise);
- 23.5.2 being a corporation, is placed in liquidation or under business rescue or passes a resolution for its winding – up;
- 23.6 The Vendor shall, immediately on termination of this agreement for any reason, transfer all uncompleted instructions, and all related files and documents, in accordance with Purchaser's written instructions.

## 24. Sub-Contracting<sup>1</sup>

- 24.1 The Vendor may, with prior written notice to the Purchaser and at no additional cost to the Purchaser, employ subcontractors for the execution of any portion of its obligations under this Contract, but such subcontracting shall not relieve the Vendor of its obligations under this Contract and the Vendor shall remain liable for any acts or omissions of such subcontractors. The Vendor shall further ensure that all sub-contractors perform in terms of all applicable provisions of the Contract.
- 24.2 The Purchaser shall have the right during the continued duration of this Contract to direct the vendor to replace such sub-contractor upon 30 (thirty) days written notice if the sub-contractor's performance is materially deficient, or good faith doubts exist concerning the sub-contractor's ability to render future performance because of inter alia changes in the ownership, management, or the financial condition of the sub-contractor.
- 24.3 Each, sub-contractor shall, prior to its appointment as sub-contractor under this Contract, sign irrevocable, unconditional and written confidentiality and non-disclosure undertakings in favour of the Purchaser on terms and conditions acceptable to the Purchaser.

## 25. Dispute Resolution

In addition to paragraph 27 of the GCC, provision is being made for arbitration in the following manner:

|                                   |                    |
|-----------------------------------|--------------------|
| CERTIFIED<br>by<br>LEGAL SERVICES |                    |
| NAME:                             | <i>Amal Kumar</i>  |
| DATE                              | <i>25/08/2022</i>  |
| SIGNATURE:                        | <i>[Signature]</i> |

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## IT Software Contract

- 25.1 Any dispute arising from the performance or terms or conditions or termination or cancellation of this agreement, and which cannot be settled between the parties themselves, shall be settled by way of independent arbitration.

The identity of the Arbitrator and terms of reference must be agreed to by the parties prior to any arbitration commencing.

25.1.1 Manner

The arbitration takes place in an informal manner.

25.1.2 Place

The arbitration takes place in the Republic of South Africa.

25.1.3 Secrecy

Any arbitration in terms hereof shall be deemed to be strictly confidential between the parties involved therein.

25.1.4 The Arbitrator

If the dispute is primarily by nature:

25.1.4.1 An accountancy matter

The Arbitrator shall be an independent, registered Chartered Accountant.

25.1.4.2 A legal or any other matter

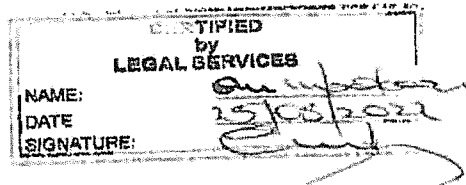
The arbitrator shall be a practising Advocate of at least five (5) years standing.

25.1.5 Failure to appoint an Arbitrator

If the parties cannot agree on an arbitrator within seven (7) days of the reference, either party shall be entitled to request the Chairman, for the time being, of the Bar Council or his/her successor in title to appoint a suitable arbitrator.

25.1.6 Binding

The parties hereby irrevocably agree that the award made in any arbitration in terms hereof shall be final and binding upon them and they shall comply with it.





## IT Software Contract

25.2 The provisions of this paragraph:

25.2.1 Are severable from the rest of this agreement and shall remain in force despite the termination of this agreement or its invalidity for any other reason; and

25.2.2 Does not preclude a party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

## 26. Severability

The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## 27. Risk Management

The Vendor shall submit to the Purchaser a risk management plan, detailing the policy and procedure that will be followed in instances where the procured goods/works and/or services for the project as whole pose a risk to life, the environment and or the project.

## 28. Monitoring and Evaluation

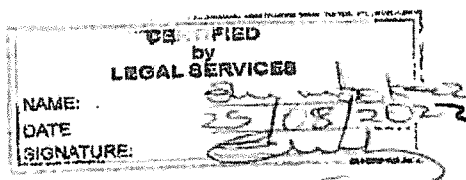
29.1 The Representative on behalf of the Purchaser shall be Thobani Zondo his/her capacity as Contract management monitoring officer of the Purchaser.

28.2 The Vendor shall permit the Purchaser to inspect the Vendor's records or site relating to the performance of the Vendor and to have them verified by the Representative appointed by the Purchaser, if so required by the Purchaser.

28.3 The Parties designate the following persons as their respective representatives:

**Purchaser's representative:**

**Vendor's representative:**



## IT Software Contract

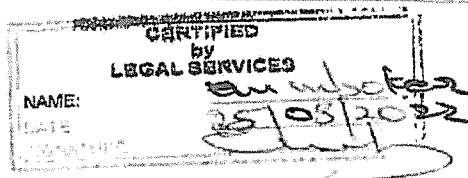
**Name:** Thobani Zondo

**Designation:** Monitoring Officer

**Tele No:** 033 392 3091

**Email:** [Thobani.Zondo@msunduzi.gov.za](mailto:Thobani.Zondo@msunduzi.gov.za)

- 28.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them verified by the Representative appointed by the Purchaser, if so required by the Purchaser.
- 28.5 The Vendor must allow the Purchaser, its internal or external auditors, or any other designated personnel to conduct audits from time to time of the Vendor in order to ensure compliance with its agreement.
- 28.6 If it appears that the Vendor has charged fees or disbursements to which the Vendor is not entitled, then the Purchaser will be entitled to an immediate refund, plus interest at the prime rate of interest charged by the Purchaser's bankers from time to time (interest will accrue from date on which the monies were paid by the Purchaser to the vendor until date of refund).
- 28.7 The Purchaser shall advise the Vendor of a pending audit in writing, at least five working days in advance.
- 28.8 During the course of the audit, the Vendor shall ensure that:
- 28.8.1 All the relevant documentation is available for inspection;
- 28.8.2 A knowledgeable staff member is available to assist the audit team for the entire duration of the audit.
- 28.9 If the Vendor fails to make the relevant documentation and a knowledgeable staff member available, the Purchaser will be entitled to suspend the provision of new instructions to the Vendor, as well as work on existing instructions, until such time as a follow-up audit has been completed to the satisfaction of the Purchaser. Where the appointment relates to a project, the Purchaser



## IT Software Contract

will be entitled to suspend the performance of the services, subject to the provisions of clause 23, until such time as a follow-up audit has been completed to the satisfaction of the Purchaser.

28.10 the Vendor shall be entitled to make representations on the outcome of an audit with 14 days of the audit results being made available.

### 29. Notices

For the purposes of this contract, the parties choose their respective domicilia citandi et executandi as follows :

#### 29.1 Purchaser :

Physical address: 333 Church Street  
AS Chetty Building  
Pietermaritzburg  
3200

Postal address: Private Bag x321  
Pietermaritzburg  
3200

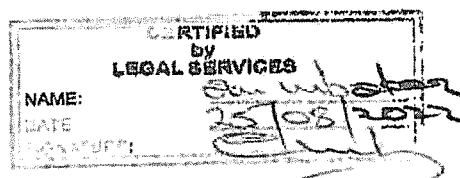
Telephone numbers: 033 392 3000

Telefax number: 033 394 2706

#### 29.2 Vendor :

Physical address: Unit 2, Octo Place, 2nd Floor  
Electron Street, Technopark  
Die Boord  
Stellenbosch

29.3 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this agreement. Any notice of any change in such address shall be given in writing by the parties



## IT Software Contract

concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

29.4 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

29.5 Any notice to a party:

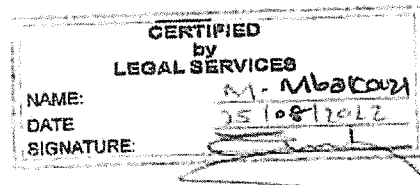
29.5.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting (unless the contrary is proved);

29.5.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or

29.5.3 Sent by telefax to its chosen telefax number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

## 30. Whole Contract

This Agreement constitutes the whole of the agreement between the Parties relating to the subject matter thereof, including the bid document, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties.




IT Software Contract

31. Signatures

SIGNED AT Johannesburg on this 20 day of September 2022

  
SIGNATURE ON BEHALF OF THE VENDOR

Ntshingila Lerato Ntshingila  
WITNESS


  
WITNESS

SIGNED AT Meruudazi on this 12 day of Sep 2022

  
SIGNATURE ON BEHALF OF THE PURCHASER

WITNESS

WITNESS

|            |  |
|------------|--|
| NAME:      | <u>M. Mbokani</u>  |
| DATE       | <u>25/08/2022</u>  |
| SIGNATURE: |  |

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**Annexure A: Location of Licensee**



IT Software Contract

**Annexure B: Minimum Recommended Desktop/Laptop Requirement**

## **ANNEXURE B - MINIMUM RECOMMENDED DESKTOP/ LAPTOP REQUIREMENTS**

### **PROCESSOR**

- Workstation minimum: Intel Core i3, recommended: Intel Core i5 or better.

### **OPERATING SYSTEM**

- Microsoft Windows 7 Business 32 bit or 64 bit or later
- Microsoft Windows XP Professional SP3 (only in exceptional circumstances is Windows XP supported)

### **HARD DISK**

- 400 MB Free Hard Disk Space for Program Installation.
- If data is to be stored on the workstation, up to 50GB of additional disk space may be required for data and imagery, alternatively the data can be stored on an external USB drive and mapped to it from IMQS.

### **SYSTEM RAM REQUIREMENT**

- Windows 7: 4GB, recommended 6GB or more
- Windows XP: 2GB, recommended 4 GB or more (only in exceptional circumstances is Windows XP supported)

### **PERIPHERAL COMPONENTS**

- Alternative to network installation: Minimum CD-ROM Drive, recommended DVD-ROM drive
- Minimum: 1024x768, 16-bit colour graphics card, recommended 1280x1024, 24-bit colour graphics card • Mouse with wheel
- 10/100 Network Interface Card (Recommended 1GB NIC)
- USB2 port or better

### **SOFTWARE**

- Adobe Acrobat
- Internet Explorer 9 or later
- Google Chrome
- Microsoft ODBC Driver (Part of Windows standard install)
- Borland Database Engine (Provided on IMQS Installation CD)
- Postgres ODBC Client (Provided on IMQS Installation CD)



- IMQS (Provided on IMQS Installation CD)
- For SQL Server modules – MSSQL Native Client for MSSQL 2008R2 (sqlncli-X86.msi / sqlncli-X64.msi) or an instance of MSSQL full or express with the native client installed

## **MINIMUM RECOMMENDED SERVER REQUIREMENTS**

### **PROCESSOR**

- Xeon Processor of 2 GHz or better. Recommended Quad core processors or better. (If running on virtual server then minimum 2 cores are required)

### **OPERATING SYSTEM**

- Microsoft Windows Server 2003 SP1 or later
- Microsoft Windows Server 2008 R2 or later (recommended)

### **HARD DISK**

- 400 GB Hard Disk for OS, DBMS, Database and Applications.
- 800 GB Hard Disk for installation of application, maps, photo's, documents and data. Can be on a SAN.

### **SYSTEM RAM REQUIREMENT**

- Minimum 8GB, expandable to 24 GB

### **PERIPHERAL COMPONENTS**

- 1 GB Network Interface Card
- (1 GB speed required due to large image and archive files transferred to IMQS users.)

### **SOFTWARE**

- PostgreSQL 9.0 or later
- Web Server (Microsoft IIS or Apache (2.0 or later)
- IMQS (Configured by Installer, on installation CD)
- MS SQL 2008 R2 Standard or Enterprise Edition (can be SQL Express with adv. Services 2008R2 (free) if database size will not exceed 10GB)

### **NETWORK REQUIREMENTS**

Workstation users will require-

- A windows share with read/write access to the server location of the data in the form of a mapped network drive as well as http access to the server.

- A windows share with read access to the server location for the aerial photos in the form of a mapped network drive.
- A windows share with read/write access to the server location for access to IMQS documents in the form of a mapped network drive.

#### INTERNET REQUIREMENTS

- Data Updates and Enhancements via the Internet, average download up to 200MB at a time. Large updates scheduled after 6pm and before 6am.
- Web Server accessible from the internet via https/authentication.
- VPN access (required)
- Access to server via remote desktop with admin rights (recommended)

#### DATABASE REQUIREMENTS

- Paradox (Part of IMQS installation)
- PostgreSQL (IMQS module specific)
- MS SQL Standard or Enterprise Edition 2008 R2 – requires Client Access License (CAL) (IMQS module specific) (can be SQL Express with adv. Services 2008R2 (free) if database size will not exceed 10GB)

#### MAPPING ENGINES

- Albion (<http://www.gls.co.za/software/products/albion.html> )
- MapServer (<http://mapserver.org/> )
- SharpGIS (<http://sharpgis.net/>)

IT Software Contract

**Annexure C: Minimum Recommended Requirement for Web-Application**

## ANNEXURE C– MINIMUM RECOMMENDED REQUIREMENTS FOR THE WEB APPLICATION SERVER

### PROCESSOR

- Xeon Processor of 2 GHz or better.
- If running on virtual server then minimum 2 cores are required
- **Recommended:** Xeon Quad core processors or better.

### OPERATING SYSTEM

- **Recommended:** Microsoft Windows Server 2008 R2 or later.

### HARD DISK

- 500 GB Solid State Disk (SSD) for OS, DBMS, Database and Applications (can be on a SAN)
- **Recommended:** 1 TB SSD (or 2 x 500GB SSD) if more space is needed for installation of application, maps, photos, documents and data.

### SYSTEM RAM REQUIREMENT

- Minimum 16 GB, expandable to more

### PERIPHERAL COMPONENTS

- Minimum 1 GB Network Interface Card

### SOFTWARE

**Note:** The below third-party software applications are installed by IMQS and should not be pre-installed by client's

IT department

- PostgreSQL
- Java
- Git
- Ruby
- MongoDB

- Yellowfin
- RabbitMQ

#### NETWORK PORT REQUIREMENT

- Incoming TCP port 80 or 443 (for accessing IMQS application in a web browser)
- Outgoing TCP port 25 (to send out Yellowfin license renewal reminders)
- Below URL's need to be accessible from the server <https://imqs-mailer.appspot.com> <http://api.geonames.org>  
<http://nominatim.openstreetmap.org> <http://open.mapquestapi.com> <https://logs-01.loggly.com>  
<https://deploy.imqs.co.za> [agent1.monitoringnet.com](https://agent1.monitoringnet.com) <https://maps.googleapis.com>

#### NETWORK REQUIREMENTS

- Users will connect via a web browser (port 80 or 443) to IMQS web portal hosted server. (Intranet and/or Internet)
  - HTTP(S) port access number can be changed\configured on request
  - **Recommended:** Users will connect via a secured web browser connection (HTTPS, port 443) to IMQS web portal hosted server. (Intranet and/or Internet).
- SSL Security certificate should be provided by the client.

#### NETWORK BANDWIDTH & SPEED REQUIREMENTS

- Minimum 4Mb/s (500KB/s) for a maximum amount of 15 users
- Additional 4Mb/s for every 10-15 users thereafter.

#### REMOTE ACCESS REQUIREMENTS

- IMQS automatically updates via the Internet (continuous deployment)
- IMQS developers require remote desktop access with administration rights to the IMQS web portal hosted server for software setup and maintenance.

#### PROCESSOR

- No minimum specification

#### OPERATING SYSTEM

- No minimum specification

#### SYSTEM RAM REQUIREMENT

- No minimum specification

#### PERIPHERAL COMPONENTS

- Screen size: minimum: 1024x768, recommended 1280x1024
- 10/100 Network Interface Card (Recommended 1GB NIC)

#### SOFTWARE

- Adobe Acrobat or similar PDF viewer
- One of the following internet browsers
  - Google Chrome
  - Internet Explorer 11 or later
  - Mozilla Firefox
  - Safari
  - Opera

Browsers are required to:

- Have automatic updates enabled
- Have JavaScript enabled
- Allow local storage and cookies to be set

#### NETWORK

- Access to IMQS portal server on port 80 or 443

## IT Software Contract

### Annexure D: ICT System Requirement

## MSUNDUZI MUNICIPALITY ICT SYSTEMS REQUIREMENTS

SCM CONTRACT NO:

SCM CONTRACT MANAGER:

SERVICE PROVIDER:

STSTEM:

### INTRODUCTION:

#### 1. SERVER ROOM REQUIREMENT FOR SYSTEM HOSTING

- A. Locked and/ or bolted server room door
- B. Biometric system access for authorized employees
- C. Visitor access register
- D. Visitors should be accompanied by authorized staff
- E. Serviced and maintained air conditioners
- F. Serviced and maintained UPS
- G. Serviced and maintained generator
- H. Serviced and maintained fire suppression systems
- I. Raised flooring and/or server racks
- J. Alarms and video surveillance systems

#### 2. STSTEM HARDWARE MINIMUM REQUIREMENT

To be specified by the vendor by sending an email to Msunduzi Municipality ICT Helpdesk at - [ICTHelpdesk@msunduzi.gov.za](mailto:ICTHelpdesk@msunduzi.gov.za) and [ictservers@msunduzi.gov.za](mailto:ictservers@msunduzi.gov.za)

#### 3. SYSTEM SOFTWARE MINIMUM REQUIREMENTS

- A. Should run on Microsoft Server 2019 or latest for the VM'S
- B. Should run on Microsoft SQL 2019 or latest for the database
- C. Should run on Microsoft Windows 10.1 or latest for Desktop and Laptops use
- D. Should be Installed on VMWare 6.5 or latest version

#### 4. SYSTEM SOFTWARE LICENCE RENEWAL

- A. Should supply any new system licence
- B. Should supply any client licence
- C. Should supply additional licenses of new users

#### 5. SYSTEM UPDATE AND UPGRADES TO LATEST VERSION

- A. System upgraded should be communicated with ICT prior and be done as required.
- B. A change control form should be filled and submitted to ICT before any changes are conducted.
- C. Patches should be installed monthly as requested or as soon as new patches are available for installation
- D. The system should always be developed to run on the latest Operating System that is supported by Microsoft.



## MSUNDUZI MUNICIPALITY ICT SYSTEMS REQUIREMENTS

- E. Msunduzi Municipality should be informed on latest version available and its benefits and features for consideration.
- F. The corporate communication should be prepared for the system downtime when upgrades and updates are done.

### 6. SYSTEM USERS ACCESS REQUIREMENTS

- A. All system new users will be required to obtain and complete a System User Access Form from ICT service or The Department administering the system.
- B. Prior to access being granted, users shall be required to have read the Information Security Policy and signed-off the user agreement form as an acknowledgement that they understand the conditions of acceptable usage.
- C. Except for the publicly held information/publicly available information assets, the allocation of access rights to all other ICT assets and information shall be done in accordance with this document and the User Access Management Procedure. The procedure shall encompass all stages in the life-cycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access to ICT assets and information.
- D. Every user shall be provided with different login credentials (a unique user ID and a personal password that can be changed by the user only, after having been given a default password by the system owner/administrator to access Msunduzi System and information.
- E. All user IDs on ICT assets and information shall be constructed according to the standard user ID construction as defined in this document. The user IDs shall clearly indicate the responsible individual's name, and under no circumstances shall such user IDs permitted to be generic, descriptive of an organizational title or role, descriptive of a project, or anonymous.
- F. Approval from the business unit/department manager(s) and Senior Manager: Information & Communication Technology shall be obtained for providing access to all Msunduzi employees, service providers, contractors and consultants, and shall follow the Msunduzi User Access Management Procedure.

### 7. SYSTEM PASSWORDS MINIMUM REQUIREMENTS

- A. Passwords are required to contain a minimum of 8 characters
- B. Passwords must be changed every 30 days
- C. Password history must be set at a minimum of 12 previous passwords
- D. User accounts should be locked after 3 unsuccessful password attempts and the user must follow the user access management procedure for a new password to be reinstated.
- E. Password complexity must be utilized. Passwords may not contain the username, full name, last name or middle name of the employee nor information that easily relates to the individual. When passwords are created or changed, they must contain at least two of the following types of characters:
  - Uppercase letters A,B,C,...Z
  - Lowercase letters a,b,c,...z
  - Numeric characters 0,1,2,...9
  - Special characters !,\$,#,%...

## **8. PERIODIC USERS ACCESS REVIEWS**

- A. Create an access control policy, and update as needed.
- B. Adopt a formal trimestral access review process.
- C. Perform trimestral audits.
- D. Review access controls when an employee is hired, terminated, and also when roles change.

## **9. BACKUPS**

- A. A Maintenance Register must be kept for all backups completed. Should any of the backup scheduled times be missed for any reason then the ICT Infrastructure manager involved must be notified by the service provider. A print out of the backup logs must be attached to the Maintenance Register on a daily basis and be provided on SLA meetings.
- B. Backups are to be tested on a monthly basis to check for completeness and integrity of backups taken.
- C. Testing should be conducted on a test platform and not on the live site.

## **10. DISASTER RECOVERY PROCESS**

- A. Emergency response procedures  
To document the appropriate emergency response to a fire, natural disaster, or any other activity in order to protect lives and limit damage.
- B. Backup operations procedures  
To ensure that essential data processing operational tasks can be conducted after the disruption.
- C. Recovery actions procedures  
To facilitate the rapid restoration of a data processing system following a disaster.
- D. Disaster action checklist  
This checklist provides possible initial actions that you might take following a disaster.

### **Plan initiation:**

- Notify senior management
- Contact and set up disaster recovery team
- Determine degree of disaster
- Implement proper application recovery plan dependent on extent of disaster
- Monitor progress
- Contact backup site and establish schedules
- Contact all other necessary personnel—both user and data processing
- Contact vendors—both hardware and software
- Notify users of the disruption of service

### **Follow-up checklist:**

- List teams and tasks of each
- Obtain emergency cash and set up transportation to and from backup site, if necessary
- Set up living quarters, if necessary

## MSUNDUZI MUNICIPALITY ICT SYSTEMS REQUIREMENTS

- Set up eating establishments, as required
- List all personnel and their telephone numbers
- Establish user participation plan
- Set up the delivery and the receipt of mail
- Establish emergency office supplies
- Rent or purchase equipment, as needed
- Determine applications to be run and in what sequence
- Identify number of workstations needed
- Check out any off-line equipment needs for each application
- Check on forms needed for each application
- Check all data being taken to backup site before leaving and leave inventory profile at home location
- Set up primary vendors for assistance with problems incurred during emergency
- Plan for transportation of any additional items needed at backup site
- Take directions (map) to backup site
- Check for additional magnetic tapes, or optical media if required
- Take copies of system and operational documentation and procedural manuals.
- Ensure that all personnel involved know their tasks
- Notify insurance companies

### E. Recovery startup procedures for use after actual disaster

- Notify Msunduzi Municipality ICT Technical Manager of the need to utilize service and of recovery plan selection.
- Disaster notification numbers 033 392 2007
- These telephone numbers are in service from 08:00 am until 17H00 pm Monday to Friday.
- Disaster notification number - Refer to ICT Standby Schedule
- This telephone number is in service for disaster notification after business hours, on weekends, and during holidays.
- Provide Msunduzi Municipality ICT Technical Manager with an equipment delivery site address (when applicable), a contact, and an alternate contact for coordinating service and telephone numbers at which contacts can be reached 24 hours a day.
- Contact power and telephone service suppliers and schedule any necessary service connections.
- Notify Msunduzi Municipality ICT Technical Manager immediately if any related plans should change.

**Note:** Guaranteed delivery time countdown begins at the time Msunduzi ICT Technical Manager is notified of recovery plan selection.

## 11. SECURITY SYSTEM CONTROLS

- A. Biometric system access for authorized employees
- B. Alarms and video surveillance systems
- C. Firewall
- D. Antivirus

E. Password complexity

**12. AUDIT TRIALS**

- A. Have all requested materials/records ready when requested
- B. Have all logs printed, filed monthly and provided on the SLA meeting
- C. Organize files so we minimize disruption of your day
- D. Provide complete files
- E. Please make yourself available during the time of the audit and communicate any planned absences
- F. Provide work space for auditors if requested

**F. REPORTING**

- A. Monthly reports be discussed during SLA meeting between the vendor and Msunduzi Municipality. (The meeting should incl. ICT Reps, Vendor's Reps and Business Unit Reps)
- B. Softcopy reports be submitted to Msunduzi Municipality Department representative and ICT
- C. Logs be evaluated for any threats posing activities.

**G. Service Request logging supporting this SLA**

**A. Service Desk**

Operational hours: 08:00 - 17:00

○ **Incident and request logging via telephone**

During normal business hours all incidents and requests should be reported to the \_\_\_\_\_ on the number \_\_\_\_\_. A unique reference number shall be provided to the caller to be used during an enquiry.

○ **Incident and request logging via e-mail**

Incident and requests should be e-mailed to \_\_\_\_\_ and A unique reference number shall be e-mailed to the originator, which shall be used during an enquiry.

○ **Information required when logging an Incident or Request**

When reporting an incident or a request (by telephone, e-mail or fax), the following information must be provided:

- department;
- caller surname;
- caller name;
- caller telephone number;
- cell number [if available];
- contact surname;
- contact name;

## MSUNDUZI MUNICIPALITY ICT SYSTEMS REQUIREMENTS

- contact telephone number (if out of office cell number is requested);
- building name;
- physical address;
- floor and room number;
- type of call (incident or request);
- description of the incident/request; and
- e-mail address [if available].

This information shall be recorded and verified by the Service Desk agent.

### **B. Pending, resolved and closed Incidents and Requests**

#### **Pending (suspending) an Incident and Requests**

Vendor may suspend an incident or request which is a status that indicates that Vendor is dependent on the client's intervention. Time in this status is excluded from service level performance calculations.

The following suspending categories refer:

##### **Client Hold**

- Client not available/client requesting technician to attend to call at a later time

##### **Client Action Required**

- Client has to test/ the client has to approve a quotation

##### **Local Site Action Required**

- Technician on site has to give assistance (this would specifically be used on Wide Area Networks for e.g. resetting of a router)

##### **Purchase Order Approval**

- Client has to provide a purchase order number

##### **Registration Approval**

- Client has to provide approved registration form

##### **Supplier Delivery**

- Awaiting delivery of equipment from a supplier

##### **Third Party Vendor Action Required**

- Hardware support required

##### **Infrastructure Change**

- Awaiting planned/unplanned change implementation

##### **Request**

## MSUNDUZI MUNICIPALITY ICT SYSTEMS REQUIREMENTS

- Call is a request and has to follow quotation procedure

### **Monitoring Incident**

- Work-around has been implemented and/or waiting for the incident to re-occur

### **Future Enhancement**

- Feature requested not available at the moment, requires upgrade and/or patch

### **Resolving an Incident or Request**

- An incident shall be resolved when the service is restored.

### **Closed Incident or Request**

- An incident or request will be closed 14 days after resolution provided that the client has not indicated dissatisfaction with the resolution.

## **C. Escalations**

- **First Line Support Feedback to Clients**

When a client contacts the Vendor to report a service request, feedback will be provided confirming the request with supporting details and reference number via e-mail.

- **Resolution Feedback to Clients**

When the client's service request for support is resolved a feedback notification will be sent via e-mail.

- **Client Dissatisfaction**

Upon receipt of resolution feedback, if the client is not satisfied with the service after resolution and contacts the IT Service Desk within 14 days from resolution the service request shall be re-opened and referred back to the support group to follow up and address the concerns of the client.

- **Client Follow Up**

After the service request for support has been logged and the Client requires feedback and/or wants to provide additional information the client can contact the Vendor IT Service Desk on the toll-free number 0 \_\_\_\_\_ and select the option to follow up on

## MSUNDUZI MUNICIPALITY ICT SYSTEMS REQUIREMENTS

a previously logged service request.

### **D. Service Request logging for New Services / Changes to Existing Services**

- **Customer Contact Centre**

Operational hours: 07:30 - 16:30

- **Service Request logging via telephone**

During normal business hours all service request should be reported to the Customer Contact Centre on the toll-free number 0\_\_\_\_\_. A unique reference number shall be provided to the caller to be used during an enquiry.

- **Service Request logging via e-mail**

Service Requests should be e-mailed to the Customer Contact Centre at \_\_\_\_\_. A unique reference number shall be e-mailed to the originator, which shall be used during an enquiry.

### **E. Client Complaints / Compliments / Suggestions / Enquiries**

- **Customer Contact Centre**

Operational hours: 08:30 - 17:30

- **Complaints/Compliments/Suggestions/Enquiries logging via telephone**

During normal business hours all communication should be reported to the Customer Contact Centre on the toll-free number \_\_\_\_\_. A unique reference number shall be provided to the caller to be used during a follow up.

- **Complaints/Compliments/Suggestions/Enquiries logging via e-mail**

- Communication should be e-mailed to the Customer Contact Centre at \_\_\_\_\_. A unique reference number shall be e-mailed to the originator, which shall be used during a follow up.

NB: "DUE TO RAPID CHANGES WITHIN THE ICT INDUSTRY THESE REQUIREMENTS MAY CHANGE DUE TO VARIOUS REASONS GOVERNING ICT EG: CHANGE IN BUSINESS, LEGISLATION, AG REQUIREMENTS ETC"