



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: PROJ-ICT-082

HPE DATA STORAGE & INFRASTRUCTURE MAINTENANCE 2021

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE SUPPLY AND CONFIGURATION OF HPE DATA STORAGE &
INFRASTRUCTURE MAINTENANCE FOR THE EAST LONDON INDUSTRIAL
DEVELOPMENT ZONE

START DATE: 30th April 2021

CLOSING DATE: 24th May 2021 (12h00)

NAME OF TENDERER: _____

TENDERER'S ADDRESS:

CHECKLIST FOR SUBMISSIONS

ITEM	TICK
Supporting Documentation To Be Submitted	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Proof of Office Location	
Proposed Solution and Project Approach	
Project Team Skills Matrix and Curriculum Vitae's	
Three Completed Reference Letters (Annexure 2)	
Supplier Development Plan (If applicable)	
Compulsory Documentation To Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
Valid Tax Clearance Certificate or SARS PIN	
JV Participation Documentation (If applicable)	

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

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

RFP PACK CONTENTS

1. **Section A:** General Guidelines
2. **Section B:** Requirements Specification
3. **Section C:** Service Level Agreement
4. **Annexure 1:** Procurement Handbook
5. **Annexure 2:** Reference Letter
6. **Annexure 3:** Enterprise Development Agreement



SECTION A: General Guidelines

FOR THE SUPPLY AND CONFIGURATION OF HPE DATA STORAGE &
INFRASTRUCTURE MAINTENANCE FOR THE EAST LONDON INDUSTRIAL
DEVELOPMENT ZONE

1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

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

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 90/10 rule i.e. 90 of evaluation points will be based on price competitiveness and 10 will be based on BBBEE status. The following formula is used:

Calculation of the points for Price:

$$P_s = R \times \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

Where:

- P_s = Points scored for price of tender under consideration
- R = Percentage of the price
- P_t = Rand value of tender under consideration
- P_{min} = Rand value of lowest acceptable tender
- R must be up to a maximum of 90

Score Breakdown:

- Price (R) = 90 points
- BBBEE = 10 points

A maximum of twenty (10) points will be awarded to a tenderer for achieving BBBEE objectives.

Preference points shall be awarded on the basis of a B-BBBEE verification certificate issued by an accredited Verification Agency.

Tenderers are required to submit a valid original or certified B-BBBEE Certificate. Failure to submit a valid B-BBEE certificate will result in zero points being awarded for preference.

The following table shall be used to convert the contribution level as per B-BBEE certificate into points.

Table: B-BBEE Points Conversion

Level Contribution	B-BBEE Score	Points Conversion 20
Level 1	>100%	20
Level 2	85~100%	18
Level 3	75~85%	14
Level 4	65~75%	12
Level 5	55~65%	8
Level 6	45~55%	6
Level 7	40~45%	4
Level 8	30~40%	2
Non-Compliant	0~30%	0

Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the ELIDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

No points will be awarded for achieving B-BBEE objectives if the total percentage scored for B-BBEE is less than 30%. All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

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

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).

2 CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- Questions relating to the RFP will be accepted until 16h30 on the 14th May 2021. All questions must be submitted to Zandile@elidz.co.za
- The closing date for this tender is at 12h00 on the 24th May 2021.
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Tender documents are to be securely bound;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.
- Tenderers must be registered on CSD database from Treasury.

3 SIGNATURES ON TENDERS

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

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

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

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

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure 1 (Procurement Handbook) with the tender together with all profit sharing percentage information.

4 AREA OF SERVICE/POINT OF DELIVERY

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

5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

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

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

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

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

In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful Bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.

Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury.

6 COMPANY PROFILE

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

7 INADEQUATE SERVICE LEVELS AND PERFORMANCE

In instances of transgression of a more serious nature, should the ELIDZ during the contract period for any reason regard the Service provider's service levels and performance against this contract as being inadequate or not to the ELIDZ's satisfaction, the details will be reduced to writing, clearly headed "Inadequate performance" and sent to the service provider. In the event that the service provider is unable to remedy the complaints to the ELIDZ's satisfaction within 14 days of such notice of inadequate performance, ELIDZ reserves the right to immediately cancel this contract and recover costs in terms of the Service Agreement.

8 SERVICE LEVEL AGREEMENT

The successful tenderer will be required to enter into a written Service level agreement with the ELIDZ which will be based on the draft Agreement set out herein in Section C, which will include Section A and B and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

9 PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of ninety (90) days after the closing date of the tender. The tender price shall be in South African Rand.

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

10 PAYMENT TERMS

A maximum payment processing period of thirty (30) days will be enforced. The thirty day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- Original invoices;
- Original covering letter of approval by the consultant where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

11 SUFFICIENCY OF TENDER

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

12 TENDERER'S CONDITION

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

13 DISQUALIFICATION

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

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

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

14 SHEQ COMPLIANCE

Before starting work, service providers must produce the following for approval:

1. Project specific Safety, Health & Environmental (SHE) Risk assessments,
 - a. SHE Risk assessments to include activity specific risks, service providers risk to the ELIDZ and the ELIDZ risk to them;
2. SHE plans and safe work procedures must be developed to respond to project specific activities as well as to identified risks: for example (waste management plans, fall protection plans etc.);
3. List of applicable PPE required;
4. Letters of Good standing with workman's compensation where applicable;
5. Applicable legal appointments - as required;

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

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

15 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific “areas of work” (or parts of “areas of work”) of the tender as it sees fit.

Accordingly tenderer’s are advised to ensure that all prices submitted against each “area of work” are sufficient to cover the tenderer’s entire obligation as defined in these documents, required to provide each specific “area of work”.

16 SUPPORTING DOCUMENTATION TO BE SUBMITTED

ITEM	TICK
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Proof of Office Location	
Proposed Solution and Project Approach	
Evidence of a Service Desk (Faulty Logging System)	
Draft Project Plan	
Project Team Skills Matrix and Curriculum Vitae’s	
Three (3) Completed Reference Letters (Annexure 2)	
Supplier Development Plan (If applicable)	

17 COMPULSORY DOCUMENTATION TO BE SUBMITTED

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

ITEM	TICK
Compulsory Documentation To Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD registration certificate	
Valid Tax Clearance Certificate or SARS PIN	
JV Participation Documentation (If applicable)	

18 METHOD OF SUBMISSION

It will be the responsibility of the tenderer to ensure that the tender reaches the ELIDZ. Proof of posting will not be taken as proof of delivery. **All tender documents submitted are to be securely bound and submitted in duplicate.** Tenderers must submit technical and financial proposals in two separate envelopes clearly marked “Envelope A – Technical Proposal” and “Envelope B – Financial Proposal”. The financial proposal will only be opened should the technical proposal be found to be acceptable.

The Envelope A – Technical Proposal:

- Must include numbered or alphabetized section dividers and a contents page that indicates the numbered or alphabetized section names.
- Above-mentioned sections to align to documents listed in the above tables articulating the Supporting and Compulsory documentation to be submitted.

The tender should be placed in a sealed envelope marked “**PROJ-ICT-082 HPE DATA STORAGE & INFRASTRUCTURE MAINTENANCE 2021**” and deposited by hand in the tender box before the closing date and time of 12h00, 24th May 2021. ELIDZ WILL NOT BE RESPONSIBLE FOR DOCUMENTS PLACED IN AN INCORRECT TENDER BOX.

The tender box will be marked “**PROJ-ICT-082 HPE DATA STORAGE & INFRASTRUCTURE MAINTENANCE 2021**” which can be found in the following location:

The ELIDZ, Head Office Reception, Lower Chester Road, Sunnyside, East London, 5201

Tenders must be marked:

For the attention of: **Zandile Mtebele: SCM Officer**

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the goods or services specifications;
6. disqualify Proposals submitted that do not meet the necessary functionality where required;
7. not necessarily accept the lowest priced Proposal;
8. reject all Proposals, if it so decides;
9. place an order in connection with this Proposal at any time after the RFP's closing date;
10. split the award of the order/s between more than one Supplier/Service Provider; or
11. make no award at all;
12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



SECTION B: Requirements Specification

FOR THE SUPPLY AND CONFIGURATION OF HPE DATA STORAGE &
INFRASTRUCTURE MAINTENANCE FOR THE EAST LONDON INDUSTRIAL
DEVELOPMENT ZONE

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1. Introduction

The ELIDZ is a Greenfield development project that is part of a sub-regional economic growth and employment creation initiative driven by the government's micro-economic reform strategy, as implemented by the South African Department of Trade and Industry. Over 400 hectares of prime land has been transformed into a world-class industrial location.

The ELIDZ is the operator of the zone, an entity that exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services.

The ELIDZ is a prime industrial park in South Africa. It is perfectly positioned for light industry manufacturers that are investing from R10 million (+/- \$1.2 million) upwards. The zone is specially developed for growth-oriented manufacturers in search of ultimate global competitiveness. The zone focuses on streamlining business operations and engineering operational efficiencies for located industries.

The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets. The zone is situated on the Buffalo City's West Bank, adjacent to the existing East London port. The ELIDZ includes a Customs Control Area to allow for a duty-free importation of manufacturing inputs utilized in the production of export products as well as providing access to a variety of general sector-specific industrial investment incentives.

The zone has six individually fenced sub-zones, each designed to serve specific manufacturing needs. It is characterized by excellent internal roads and a newly built dual carriageway designed to carry both light and heavy vehicles including 22m-long interlines.

Boasting 150 fully serviced sites with access to all utilities including the highest calibre ICT infrastructure and systems and all are within close proximity to key transport networks. The ELIDZ is on a mission and has already succeeded in establishing local and global export-oriented industries within the zone.

The ELIDZ offers complete solutions and streamlined business activity for companies doing business in a number of sectors. These include:

- Automotive
- ICT and Electronics
- Agro-processing
- Pharmaceuticals
- Energy and Advanced Manufacturing
- Marine Aqua-culture
- Business Process Outsourcing and Offshoring
- Logistics
- General Manufacturing

ELIDZ Forming Part of the New Special Economic Zone Programme

The ELIDZ is an initiative under the South African Government's Special Economic Zones (SEZ) Programme.

SEZ's are geographically designated areas of a country set aside for specifically targeted economic activities, supported through special arrangements (that may include laws) and systems.

SEZ's are designed to be conduits for the creation of an appropriate environment for foreign direct and domestic investment and the development of strategic industrial capabilities. Companies that locate in the SEZ have access the following incentives:

- VAT and customs relief, if located within a CCA;
- Employment tax incentive;
- Reduced corporate income tax rate;
- Accelerated depreciation.

2. Scope

2.1. The Scope Of This RFP Includes The Following:

New Infrastructure

The East London IDZ would like to appoint a service provider for the supply, installation, configuration and support of a HPE Qumulo cluster with DL380 servers and a MSL tape library. The following areas are covered with a detailed scope and requirement in Section B, point 4.

- Greenlake
 - Qumulo
- Backup Servers & Tape Library

Existing Infrastructure & Software

The East London IDZ would like to appoint a service provider for the renewal of our ICT infrastructure maintenance for a further five years from the 01 June 2021. Our existing maintenance and support project ended on the 31 March 2021. The following areas are covered with a detailed scope and requirement in Section B, point 4.

- SAN \ Storage Infrastructure
- Server Infrastructure
- Software & Licensing

Travel and accommodation costs need to be included where applicable.

2.2. The Scope Of This RFP Excludes The Following:

The following is excluded under this project:

- Any infrastructure not listed in Section B, point 4 or procured after the commencement of this contract will be managed separately.
- Licensing for Microsoft, VMware or other products not listed in Section B, point 4.
- Software or Operating Systems upgrades whereby a side-by-side configuration or migration is required will be managed separately or as a project.

3. Considerations

3.1. Functionality Evaluation Matrix

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

Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
Local Operational Office	Local Operational Office	20	20	Proof of a local office in BCMM Area provided
			15	Proof of a local office in Eastern Cape Province provided
			8	Proof of local an office in RSA provided
			0	No local office in RSA that is operation
Project Approach	Fault Logging	10	10	Evidence of a service desk provided for fault logging
			0	No service desk provided for fault logging
	Project Management	5	5	Draft project plan provided with milestones and timeline
			0	No draft project plan provided
Service Providers Expertise and Resources	Skills Competency	25	25	Project team members have relevant certifications in 5 or more of the following HPE technologies: 3PAR 7000, Proliant Servers, C7000 Blade Enclosures, MSA, StoreOnce, OneView, Brocade & Qumulo
			10	Project team members have relevant certifications in 3 - 4 of the following HPE technologies: 3PAR 7000, Proliant Servers, C7000 Blade Enclosures, MSA, StoreOnce, OneView, Brocade & Qumulo

Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
			0	Project team members have no relevant certifications to support the project
		20	20	Project team members have an average of 10 years or more relevant working experience in the Enterprise ICT industry relating to the above certifications
			10	Project team members have an average of 5 years or more relevant working experience in the Enterprise ICT industry related to the above certifications
			0	Project team members have less than 5 years relevant working experience in the Enterprise ICT industry relating to the above certifications
	References	20	20	3 Relevant references provided with 3 completed reference letters. This combined average score will then be translated to a final score out of 20.
			10	3 Relevant references provided with no completed reference letters
			0	Less than 3 relevant references provided

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

3.2. Financial Considerations

Payment milestones will be attached to the service level agreement.

The total bid price from the service provider for this project can't be exceeded. Keeping in mind the price is dependent on the Rand \ Dollar exchange rate, all service providers need to ensure that the rates and price tendered sufficiently covers the service provider's obligations under this project and will allow for the proper completion of the project.

3.3. Time Constraints

<u>Milestones</u>	<u>Target Date</u>
Advert and Issuing of RFP	: 30 April 2021
Deadline for Questions	: 16h30, 14 May 2021
Response to Questions	: 16h30, 17 May 2021
RFP Submission Due Date	: 12h00, 24 May 2021

The East London Industrial Development Zone would like this project to commence on the 01 June 2021 or as soon as possible after approval and the signing of the service level agreement.

3.4. Area of Service & Facilities

The delivery of services will be required at the East London IDZ offices, Lower Chester Road, Sunnyridge, East London. We currently have no remote or branch offices.

Onsite storage and office space will be made available if and when required.

4. Detailed Requirements

This section will aim to unpack all elements require for this project.

4.1. General

Service providers are required to provide a copy of all the back-to-back agreements with the Original Equipment Manufacturers (OEMs) which will be attached after the award of the project to the SLA as an addendum. Where no back-to-back agreement exists, proof of the warranty, maintenance and support is to be provided to the East London IDZ.

All back-to-back agreements are to be registered in the East London IDZ's name with administrator access to the portal for device management, support and relevant downloads. This access will be shared with the appointed service provided.

Service providers are required to detail their value offering for each infrastructure area in addition to the back-to-back agreements with the OEMs.

The East London IDZ is aware that all software support related calls are not bound to the OEM's specified repair times and is a best effort service, however Servicer Providers are required to show that every effort was made to resolve the call as close as possible to the detailed requirement.

A critical business service interruption is defined as a service failure whereby the event is rated as **High Impact** and **High Urgency** resulting in the East London IDZ needing to activate either its Business Continuity or Disaster Continuity Plans. The East London IDZ has made every effort to ensure all essential ICT services are protected with by means of high availability or N+1 designs, thus substantially reducing the risk of a critical business service interruption event.

All infrastructure listed in Section B, point 4, which is located either in the data centers, on our client premises, our stores or listed as spares needs to be covered as per the relevant sections.

All firmware, software and operating systems relating to the infrastructure detailed in Section B, point 4, needs to be updated by an adequately qualified engineer biannually or whenever an OEM releases a critical update. Software or Operating Systems upgrades which can be classified as simple or in place needs to be included with firmware reviews and the biannual update cycle. Please see exclusions noted in Section B 2.2.

Service providers are required to detail the storage location or locations of the replacement hardware for each infrastructure area.

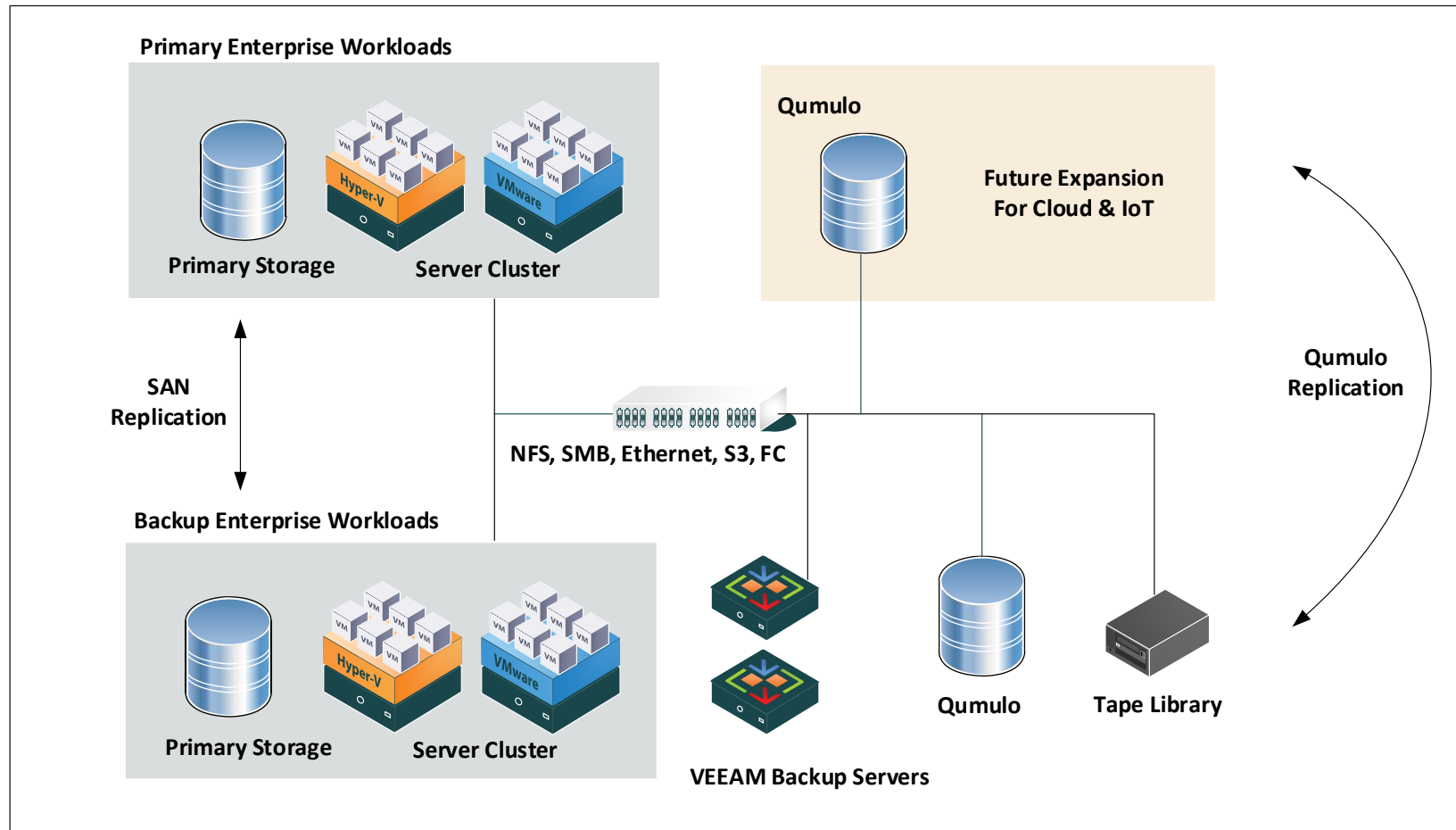
Service providers are required to improve on the content within the definition tables if required so that both parties will have a clear understanding of the different maintenance and support offerings.

A soft copy of the infrastructure lists plus the definition tables will be provided upon request via email for easy reference.

Service providers are to allow for the verification of serial numbers during the project initial stage.

Any infrastructure or software procured with active separate support during the previous maintenance cycle, needs to be co-termed with this project from the applicable dates.

An overview of the East London IDZ's existing HPE infrastructure with the additional backup servers and Qumulo is included in the below diagram.



4.2. Greenlake

The East London IDZ has selected the HPE Greenlake Infrastructure-as-a-Service model for its Qumulo object-based storage solution. Initially this solution will replace the East London IDZ's StoreOnce backup repository with the potential for the following additional use cases:

- Big Data & Analytics
- Hyper-scale Cloud Storage
- Video Surveillance

In addition to the Qumulo bill of materials provided in section 4.2.1, an S3 connector needs to be supplied, installed and configured which is compatible with VEEAM as an onsite target destination for VEEAM O365 backup.

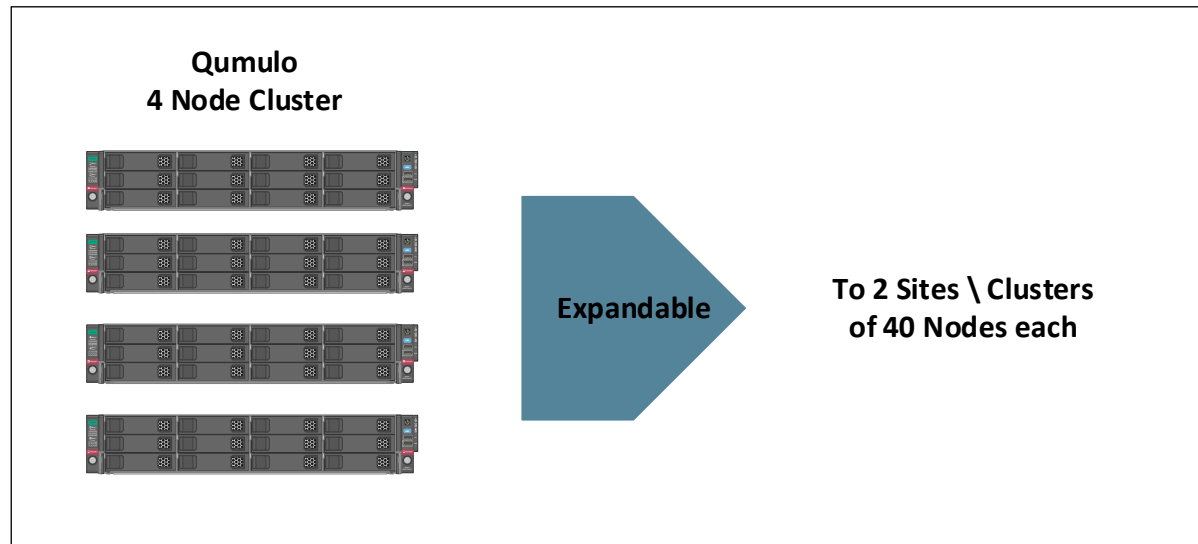
All support fees, installation and setup fees, reporting and management, as well as the S3 connector relating to the Qumulo portion of the project need to be included in the per unit price section in Envelope B.

Services providers are required to complete the pricing plan or bands with Rand values in Envelope B in addition to the supporting price schedule. The price attributed to each pricing plan or band as described will be evaluated respectively to determine reasonableness of the bid proposed and will be considered within the adjudication process.

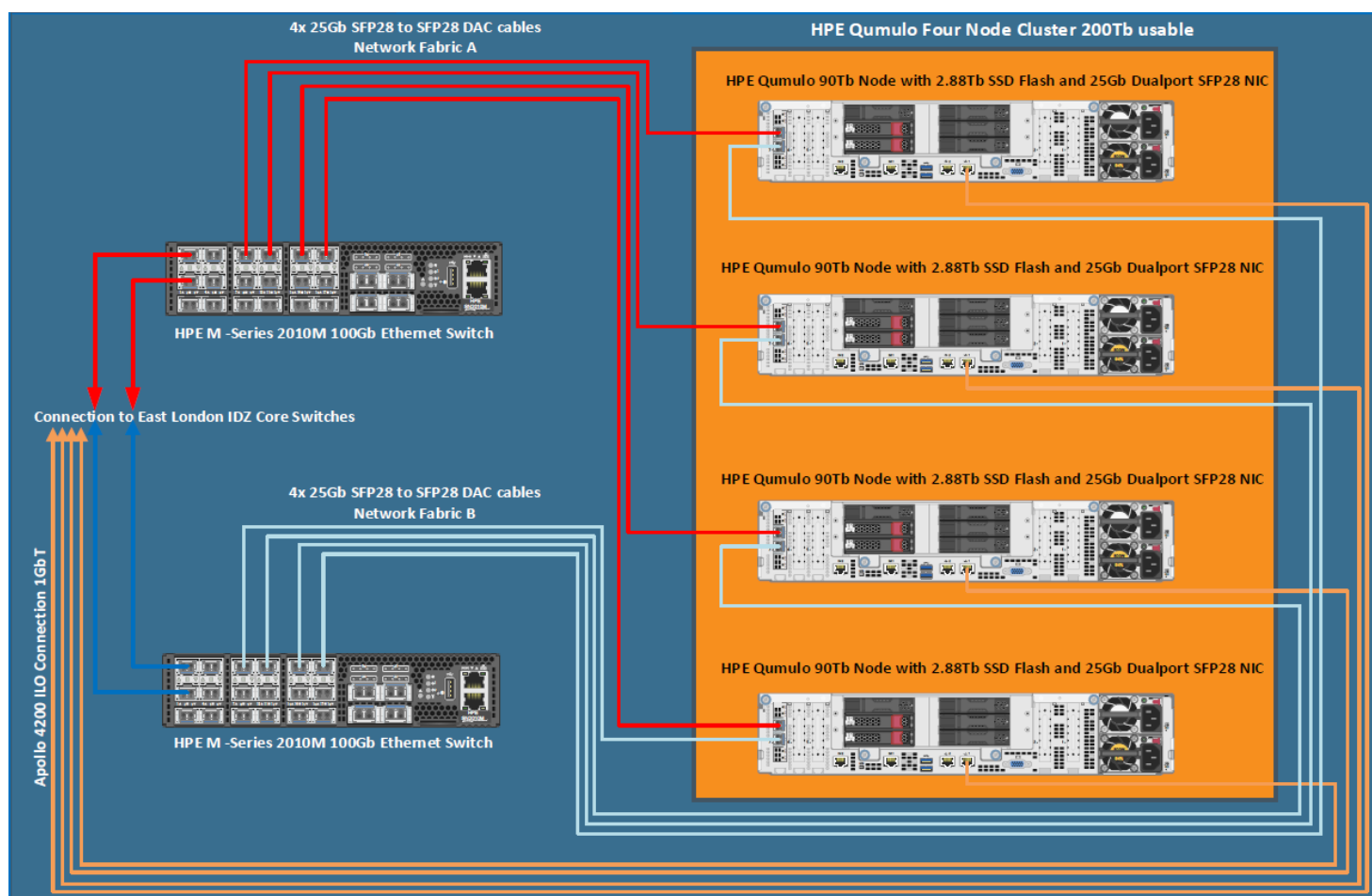
The following assumptions have been defined during the Greenlake planning phase:

Configuration	1x HPE Apollo 4200 with 180 Qumulo Data TB
Contract Term	5 Years
Model Type	Premium (Growth & Shrinkage)
Committed Capacity	80%
Buffer	10% (On Overall Capacity)
Annual Growth (Indicative – Not Enforced)	Apollo 4200 120% per Year – To 4 Qumulo Data PB by Year 5
Reactive Support Levels	NBD
Datacenter Care	Relationship Management Enhanced Call Handling Proactive Support

The technical design includes an initial build of four (4) nodes, expandable to two (2) data centers of forty (40) nodes per data center as seen the diagram below.



The following diagram depicts the network layout of the Apollo servers with the two (2) M-Series switches. The ELIDZ will provide the necessary CISCO modules and cabling to connect to the appropriate network segment within the data center.



4.2.1. Qumulo Bill of Materials

Services providers are required to supply, install and configure a HPE Qumulo cluster as per the Greenlake assumptions and design provided. The related bill of materials has been included in Tables 4.2.1A & 4.2.1B.

Qumulo Initial Capacity		
Qty	Product #	Product Description
4	R3W48A	HPE Apollo 4200 Gen10 90TB Hyb Nd Qumulo
4	817753-B21	HPE Eth 10/25Gb 2P 640SFP28 Adptr
1	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch
2	AG466A	HPE Door/dock Small Delivery SVC
1	Q2F25A	HPE SN2100M Rack Installation Kit
1	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch
1	HA113A1	HPE Installation SVC
4	HA113A1	HPE Apollo 2000/4200 Install Service
8	844477-B21	HPE 25Gb SFP28 to SFP28 3m Direct Attach Copper Cable
360		QF2 1 TB Tier H1 60mo Sub/Sup E-LTU (License)
360		QF2 1 TB Tier H1 60mo Sub/Sup E-LTU (Support)
1		Qumulo Install and Adv Tmg Svc per Day

Table 4.2.1A

Qumulo End Capacity		
Qty	Product #	Product Description
40	R3W48A	HPE Apollo 4200 Gen10 90TB Hyb Nd Qumulo
40	817753-B21	HPE Eth 10/25Gb 2P 640SFP28 Adptr
2	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch
2	AG466A	HPE Door/dock Small Delivery SVC
2	Q2F25A	HPE SN2100M Rack Installation Kit
2	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch
1	HA113A1	HPE Installation SVC
40	HA113A1	HPE Apollo 2000/4200 Install Service
64	844477-B21	HPE X240 25G SFP28 to SFP28 3m DAC
4	JL283A	HPE X240 QSFP28 4xSFP28 3m Direct Attach Copper Cable
4	JL273A	HPE X240 100G QSFP28 to QSFP28 5m Direct Attach Copper Cable
40	R3W48A	HPE Apollo 4200 Gen10 90TB Hyb Nd Qumulo
40	817753-B21	HPE Eth 10/25Gb 2P 640SFP28 Adptr
2	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch
2	AG466A	HPE Door/dock Small Delivery SVC
2	Q2F25A	HPE SN2100M Rack Installation Kit
2	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch
1	HA113A1	HPE Installation SVC
40	HA113A1	HPE Apollo 2000/4200 Install Service
64	844477-B21	HPE X240 25G SFP28 to SFP28 3m DAC
4	JL283A	HPE X240 QSFP28 4xSFP28 3m Direct Attach Copper Cable
4	JL273A	HPE X240 100G QSFP28 to QSFP28 5m Direct Attach Copper Cable
7220		QF2 1 TB Tier H1 60mo Sub/Sup E-LTU (License)

Qumulo End Capacity		
Qty	Product #	Product Description
7200		QF2 1 TB Tier H1 60mo Sub/Sup E-LTU (Support)
8		Qumulo Install and Adv Tmg Svc per Day

Table 4.2.1B

4.3. Backup Servers & Tape Library

Services providers are required to supply, install and configure two (2) HPE ProLiant DL380 servers with a HPE MSL 3040 tape library to replace existing VEEAM backup infrastructure. The related bill of materials has been included in Tables 4.3A & 4.3B.

Backup Servers		
Qty	Product #	Product Description
2	867959-B21	HPE ProLiant DL360 Gen10 8SFF Configure-to-order Server
2	867959-B21 B19	HPE DL360 Gen10 8SFF CTO Server
2	P02595-L21	Intel Xeon-Gold 5220 (2.2GHz/18-core/125W) FIO Processor Kit for HPE ProLiant DL360 Gen10
2	P02595-B21	Intel Xeon-Gold 5220 (2.2GHz/18-core/125W) Processor Kit for HPE ProLiant DL360 Gen10
2	P02595-B21 OD1	Factory Integrated
8	P00924-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit
8	P00924-B21 OD1	Factory Integrated
4	P21125-B21	HPE 400GB SAS 12G Write Intensive SFF SC SS540 SSD
4	P21125-B21 OD1	Factory Integrated
2	P9D94A	HPE SN1100Q 16Gb Dual Port Fibre Channel Host Bus Adapter
2	P9D94A OD1	Factory Integrated
2	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit
2	P01366-B21 OD1	Factory Integrated
2	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller
2	804331-B21 OD1	Factory Integrated
2	727054-B21	HPE Ethernet 10Gb 2-port FLR-SFP+ X710-DA2 Adapter
2	727054-B21 OD1	Factory Integrated
4	455883-B21	HPE BladeSystem c-Class 10Gb SFP+ SR Transceiver
4	455883-B21 OD1	Factory Integrated
2	871244-B21	HPE DL360 Gen10 High Performance Fan Kit

Backup Servers		
Qty	Product #	Product Description
2	871244-B21 OD1	Factory Integrated
4	865414-B21	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit
4	865414-B21 OD1	Factory Integrated
2	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features
2	BD505A OD1	Factory Integrated
2	P8B31A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU
2	734811-B21	HPE 1U Cable Management Arm for Rail Kit
2	734811-B21 OD1	Factory Integrated
2	867998-B21	HPE 1U Gen10 Bezel Kit
2	867998-B21 OD1	Factory Integrated
2	874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit
2	874543-B21 OD1	Factory Integrated
1	HU4A6A5	HPE 5Y Tech Care Essential SVC
2	H7J34A5 R2M	HPE iLO Advanced Non Blade Support
2	H7J34A5 WAG	HPE DL360 Gen10 Support
2	H7J34A5 SVP	HPE One View w/o Ilo Support
1	HA114A1	HPE Installation and Startup Service
2	HA114A1 5A0	HPE Startup Entry 300 Series OS SVC

Table 4.3A

Tape Library		
Qty	Product #	Product Description
1	Q6Q62B	HPE StoreEver MSL3040 Scalable Library Base Module
2	Q6Q67A	HPE StoreEver MSL LTO-8 Ultrium 30750 FC Drive Upgrade Kit
1	Q6Q64A	HPE StoreEver MSL3040 Upgrade Power Supply Kit
1	AG467A	HPE Medium Standard Delivery-Door/Dock Service
1	Q8K43AAE	HPE StoreEver MSL3040 Data Verification for 100 Cartridges E-LTU
1	TC406AAE	HPE StoreEver MSL TapeAssure Advanced E-LTU
2	C7978A	HPE Ultrium Universal Cleaning Cartridge
1	HA114A1	HPE Installation and Startup Service
1	HA114A1 SDS	HPE StoreEver MSL2024/4048/3040 Stup SVC
2	Q2078AN	HPE LTO-8 Ultrium 30TB RW Non Custom Labeled Library Pack 20 Data Cartridges with Cases
1	HA113A1	HPE Installation SVC
2	HA113A1 SDU	HPE StoreEver Driv PwrSupCrd Install SVC
4	QK734A	HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 5m Cable
1	-	HPE 5Y Tech Care Essential SVC
1	H7J34A5 YJR	HPE MSL 3040 Base Module Support
1	H7J34A5 699	For HPE Internal Entitlement Purposes
1	H7J34A5 QC1	HPE MSL TapeAssure Adv Lic Support
1	H7J34A5 YJY	HPE MSL3040 Data Ver LTU Support

Table 4.3B

The ELIDZ will assist with the installation of Windows Server and the transfer of the VEEAM configuration and database from the current server.

4.4. SAN \ Storage Infrastructure

Service providers are required to provide a HPE 5 Year Tech Care Essential service for the period up to and not exceeding 31 May 2026 or up until HPE's End of Support date for the infrastructure listed in Table 4.4B. A sample definition table has been included as Table 4.4A.

HPE 5 Year Tech Care Essential	
Hardware	
Equipment Covered	Hardware Support Coverage Window
All HPE Infrastructure Included by the East London IDZ	24 Hrs Standard Office Days, 24 Hrs Day 6, 24 Hrs Day 7, Holidays Covered
Software Updates and Support Included	Hardware Replacement
Yes	Onsite Support, Parts and Material Provided
Software Response	Software Support Coverage Window
Standard	24 Hrs Standard Office Days, 24 Hrs Day 6, 24 Hrs Day 7, Holidays Covered

Table 4.4A

SAN \ Storage Infrastructure				
Number	Serial Number	Description	Module	Location
1	DEC34900H5	HP MSL4048 G3 Series Tape Library (AK381A)		Dalaran Data Center
2	HU13490C1C		Ultrium 6-SCSI Drive 1	Dalaran Data Center
3	HU13490C0G		Ultrium 6-SCSI Drive 2	Dalaran Data Center
4	N/A		HP MSL Redundant Power Supply Kit (AH220A)	Dalaran Data Center
5	CZC350ULXX	HP 8/24 Base 16-ports Enabled SAN Switch (AM868B)		Dalaran Data Center
6	CZC350ULYV	HP 8/24 Base 16-ports Enabled SAN Switch (AM868B)		Dalaran Data Center
7	CZ24021XKV	HP 3PAR StoreServ 7400 2-N Storage Base (QR483A)		Dalaran Data Center
8	N/A		3x HP M6710 2. 5in 2U SAS Drive Enclosure (QR490A)	Dalaran Data Center
9	N/A		2x HP M6720 3. 5in 4U SAS Drive Enclosure (QR491A)	Dalaran Data Center
10	N/A		84x FC Disks (QR496A)	Dalaran Data Center
11	N/A		12x NL Disks (QR500A)	Dalaran Data Center
12	N/A		12x SSD Disks (QR503A)	Dalaran Data Center
13	N/A		28x HP 8Gb Short Wave B-Series SFP+ 1 Pack (AJ716B)	Dalaran Data Center
14	N/A		4x HP 8Gb LW B-series 10km FC SFP+ 1 Pack (AJ717A)	Dalaran Data Center
15	CZ134903V9	HP 3PAR 7000 Service Processor (QR516B)		Dalaran Data Center
16	DEC9110348	HP MSL4048 G3 Series Tape Library (AK381A)		Dalaran Data Center
17	HU19044RWE		Ultrium 4-SCSI Drive 1	Dalaran Data Center
18	HU19044RTK		Ultrium 4-SCSI Drive 2	Dalaran Data Center
19	N/A		HP MSL Redundant Power Supply Kit (AH220A)	Dalaran Data Center
20	CZ3402Y67R	HP B6200 48TB StoreOnce Backup System		Dalaran Data Center
21	CZ3402Y67N	HP B6000 Switch Assembly FIO		Dalaran Data Center

SAN \ Storage Infrastructure				
Number	Serial Number	Description	Module	Location
22	CZ2103012N	HP ZMOD ICE 1-SRV ML/DL Bundle		Dalaran Data Center
23	CZC350ULY7	HP 8/24 Base 16-ports Enabled SAN Switch (AM868B)		IronForge Data Center
24	CZC351UM9Z	HP 8/24 Base 16-ports Enabled SAN Switch (AM868B)		IronForge Data Center
25	CZ240205LY	HP 3PAR StoreServ 7400 2-N Storage Base (QR483A)		IronForge Data Center
26	N/A		3x HP M6710 2. 5in 2U SAS Drive Enclosure (QR490A)	IronForge Data Center
27	N/A		2x HP M6720 3. 5in 4U SAS Drive Enclosure (QR491A)	IronForge Data Center
28	N/A		84x FC Disks (QR496A)	IronForge Data Center
29	N/A		12x NL Disks (QR500A)	IronForge Data Center
30	N/A		12x SSD Disks (QR503A)	IronForge Data Center
31	N/A		28x HP 8Gb Short Wave B-Series SFP+ 1 Pack (AJ716B)	IronForge Data Center
32	N/A		4x HP 8Gb LW B-series 10km FC SFP+ 1 Pack (AJ717A)	IronForge Data Center
33	CZ134903TA	HP 3PAR 7000 Service Processor (QR516B)		IronForge Data Center
34	2S6930B227	HP MSA 2052 SAN DC LFF Storage (Q1J02A)		IronForge Data Center

Table 4.4B

4.5. Server Infrastructure

Service providers are required to provide a HPE Year Tech Care Essential service for the period up to and not exceeding 31 May 2026 or up until HPE's End of Support date for the infrastructure listed in Table 4.5A.

Server Infrastructure				
Number	Serial Number	Description	Module	Location
1	CZJ01904WK	HP Proliant ML350 G6 (487932-031)		Dalaran Data Center
2	CZ3402Y053	HP BLc7000 CTO 3 IN LCD ROHS Encl (507019-B21)		Dalaran Data Center
3	CZ3402Y05B	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
4	CZ3402Y05D	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
5	CZ3402Y057	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
6	CZ3402Y055	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
7	CZ3402Y059	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
8	N/A		5x HP BL460c Gen8 E5-2660 FIO Kit (662065-L21)	Dalaran Data Center
9	N/A		5x HP BL460c Gen8 E5-2660 Kit (662065-B21)	Dalaran Data Center
10	N/A		80x HP 24GB 3Rx4 PC3L-12800R-11 FIO Kit (700404-B21)	Dalaran Data Center
11	N/A		10x HP 146GB 6G SAS 15K 2. 5in SC ENT HDD (652605-B21)	Dalaran Data Center
12	N/A		5x HP Flex-10 10Gb 2P 530FLB FIO Adptr (684211-B21)	Dalaran Data Center
13	N/A		5x HP QMH2572 8Gb FC HBA (651281-B21)	Dalaran Data Center
14	N/A		2x HP BLc VC 8Gb FC 24-Port Opt Kit (466482-B21)	Dalaran Data Center
15	N/A		2x HP BLc VC Flex-10/10D Module Opt (638526-B21)	Dalaran Data Center
16	N/A		16x HP 8Gb Short Wave B-Series SFP+ 1 Pack (AJ716B)	Dalaran Data Center

Server Infrastructure				
Number	Serial Number	Description	Module	Location
17	N/A		16x HP BLc 10Gb SR SFP+ Opt (455883-B21)	Dalaran Data Center
18	CZ3402Y054		HP 6X 2400W Plat Ht Plg FIO Pwr Sply Kit (517521-B22)	Dalaran Data Center
19	N/A		HP BLc7000 DDR2 Encl Mgmt Option (456204-B21)	Dalaran Data Center
20	N/A		HP BLc7000 1 PH FIO Power Module Opt (413379-B21)	Dalaran Data Center
21	N/A		HP BLc 6X Active Cool 200 FIO Fan Opt (517520-B21)	Dalaran Data Center
22	CZ3402Y05S	HP BLc7000 CTO 3 IN LCD ROHS Encl (507019-B21)		Dalaran Data Center
23	CZ3402Y05X	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
24	CZ3402Y064	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
25	CZ3402Y05V	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
26	CZ3402Y062	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
27	CZ3402Y060	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		Dalaran Data Center
28	N/A		5x HP BL460c Gen8 E5-2660 FIO Kit (662065-L21)	Dalaran Data Center
29	N/A		5x HP BL460c Gen8 E5-2660 Kit (662065-B21)	Dalaran Data Center
30	N/A		80x HP 24GB 3Rx4 PC3L-12800R-11 FIO Kit (700404-B21)	Dalaran Data Center
31	N/A		10x HP 146GB 6G SAS 15K 2. 5in SC ENT HDD (652605-B21)	Dalaran Data Center
32	N/A		5x HP Flex-10 10Gb 2P 530FLB FIO Adptr (684211-B21)	Dalaran Data Center
33	N/A		5x HP QMH2572 8Gb FC HBA (651281-B21)	Dalaran Data Center
34	N/A		2x HP BLc VC 8Gb FC 24-Port Opt Kit (466482-B21)	Dalaran Data Center
35	N/A		2x HP BLc VC Flex-10/10D Module Opt (638526-B21)	Dalaran Data Center
36	N/A		16x HP 8Gb Short Wave B-Series SFP+ 1 Pack (AJ716B)	Dalaran Data Center
37	N/A		16x HP BLc 10Gb SR SFP+ Opt (455883-B21)	Dalaran Data Center

Server Infrastructure				
Number	Serial Number	Description	Module	Location
38	CZ3402Y05T		HP 6X 2400W Plat Ht Plg FIO Pwr Sply Kit (517521-B22)	Dalaran Data Center
39	N/A		HP BLc7000 DDR2 Encl Mgmt Option (456204-B21)	Dalaran Data Center
40	N/A		HP BLc7000 1 PH FIO Power Module Opt (413379-B21)	Dalaran Data Center
41	N/A		HP BLc 6X Active Cool 200 FIO Fan Opt (517520-B21)	Dalaran Data Center
42	CZ3402Y60C	HP BLc7000 CTO 3 IN LCD ROHS Encl (507019-B21)		IronForge Data Center
43	CZ3402Y60E	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
44	CZ3402Y60H	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
45	CZ3402Y60P	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
46	CZ3402Y60K	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
47	CZ3402Y60M	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
48	N/A		5x HP BL460c Gen8 E5-2660 FIO Kit (662065-L21)	IronForge Data Center
49	N/A		5x HP BL460c Gen8 E5-2660 Kit (662065-B21)	IronForge Data Center
50	N/A		80x HP 24GB 3Rx4 PC3L-12800R-11 FIO Kit (700404-B21)	IronForge Data Center
51	N/A		10x HP 146GB 6G SAS 15K 2. 5in SC ENT HDD (652605-B21)	IronForge Data Center
52	N/A		5x HP Flex-10 10Gb 2P 530FLB FIO Adptr (684211-B21)	IronForge Data Center
53	N/A		5x HP QMH2572 8Gb FC HBA (651281-B21)	IronForge Data Center
54	N/A		2x HP BLc VC 8Gb FC 24-Port Opt Kit (466482-B21)	IronForge Data Center

Server Infrastructure				
Number	Serial Number	Description	Module	Location
55	N/A		2x HP BLc VC Flex-10/10D Module Opt (638526-B21)	IronForge Data Center
56	N/A		16x HP 8Gb Short Wave B-Series SFP+ 1 Pack (AJ716B)	IronForge Data Center
57	N/A		16x HP BLc 10Gb SR SFP+ Opt (455883-B21)	IronForge Data Center
58	CZ3402Y60D		HP 6X 2400W Plat Ht Plg FIO Pwr Sply Kit (517521-B22)	IronForge Data Center
59	N/A		HP BLc7000 DDR2 Encl Mgmt Option (456204-B21)	IronForge Data Center
60	N/A		HP BLc7000 1 PH FIO Power Module Opt (413379-B21)	IronForge Data Center
61	N/A		HP BLc 6X Active Cool 200 FIO Fan Opt (517520-B21)	IronForge Data Center
62	CZ3402Y600	HP BLc7000 CTO 3 IN LCD ROHS Encl (507019-B21)		IronForge Data Center
63	CZ3402Y602	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
64	CZ3402Y604	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
65	CZ3402Y60A	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
66	CZ3402Y606	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
67	CZ3402Y608	HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21)		IronForge Data Center
68	N/A		5x HP BL460c Gen8 E5-2660 FIO Kit (662065-L21)	IronForge Data Center
69	N/A		5x HP BL460c Gen8 E5-2660 Kit (662065-B21)	IronForge Data Center

Server Infrastructure				
Number	Serial Number	Description	Module	Location
70	N/A		80x HP 24GB 3Rx4 PC3L-12800R-11 FIO Kit (700404-B21)	IronForge Data Center
71	N/A		10x HP 146GB 6G SAS 15K 2. 5in SC ENT HDD (652605-B21)	IronForge Data Center
72	N/A		5x HP Flex-10 10Gb 2P 530FLB FIO Adptr (684211-B21)	IronForge Data Center
73	N/A		5x HP QMH2572 8Gb FC HBA (651281-B21)	IronForge Data Center
74	N/A		2x HP BLc VC 8Gb FC 24-Port Opt Kit (466482-B21)	IronForge Data Center
75	N/A		2x HP BLc VC Flex-10/10D Module Opt (638526-B21)	IronForge Data Center
76	N/A		16x HP 8Gb Short Wave B-Series SFP+ 1 Pack (AJ716B)	IronForge Data Center
77	N/A		16x HP BLc 10Gb SR SFP+ Opt (455883-B21)	IronForge Data Center
78	CZ3402Y601		HP 6X 2400W Plat Ht Plg FIO Pwr Sply Kit (517521-B22)	IronForge Data Center
79	N/A		HP BLc7000 DDR2 Encl Mgmt Option (456204-B21)	IronForge Data Center
80	N/A		HP BLc7000 1 PH FIO Power Module Opt (413379-B21)	IronForge Data Center
81	N/A		HP BLc 6X Active Cool 200 FIO Fan Opt (517520-B21)	IronForge Data Center
82	CZ201903DQ	Proliant DL20 Gen10 Server (P06963-B21)		Dalaran Data Center
83	CZ201903DN	Proliant DL20 Gen10 Server (P06963-B21)		Dalaran Data Center

Table 4.5A

4.6. Software & Licensing

Service providers are required to provide a HP 5 Year Tech Care Essential service for the period up to and not exceeding 31 May 2026 or up until HPE's End of Support date for the software and licensing listed in Table 4.6B. A sample definition table has been included as Table 4.6A.

HPE 5 Year Tech Care Essential	
Software	
Software & Licensing Covered	Software Support Coverage Window
All HPE Software & Licensing Included by the East London IDZ	24 Hrs Standard Office Days, 24 Hrs Day 6, 24 Hrs Day 7, Holidays Covered
Software Updates and Support Included	Response
Yes	Standard

Table 4.6A

Software & Licensing				
Number	Serial Number	Description	Product Number	Quantity
1		HP StoreEver MSL TapeAssure Adv E- Lic	TC406AAE	1
2		HP 3PAR 7400 OS Suite Base E-LTU	BC773AAE	1
3		HP 3PAR 7400 OS Suite Drive E-LTU	BC774AAE	108
4		HP 3PAR 7400 Data Opt Suite Base E-LTU	BC777AAE	1
5		HP 3PAR 7400 Data Opt Suite Drive E-LTU	BC778AAE	108
6		HP 3PAR 7400 Reporting Suite E-LTU	BC795AAE	1
7		HP Intelligent Inft Analyzer SW E-LTU	TC400AAE	2
8		HP 3PAR 7400 Replication Ste Base E-LTU	BC775AAE	1
9		HP 3PAR 7400 Replication Ste Drive E-LTU	BC776AAE	108

Software & Licensing				
Number	Serial Number	Description	Product Number	Quantity
10		HP VCEM BL-c7000 Encl E-LTU	T9094AAE	1
11		HP VCEM BL-c7000 Encl E-LTU	T9094AAE	1
12		HP 3PAR 7400 OS Suite Base E-LTU	BC773AAE	1
13		HP 3PAR 7400 OS Suite Drive E-LTU	BC774AAE	108
14		HP 3PAR 7400 Data Opt Suite Base E-LTU	BC777AAE	1
15		HP 3PAR 7400 Data Opt Suite Drive E-LTU	BC778AAE	108
16		HP 3PAR 7400 Reporting Suite E-LTU	BC795AAE	1
17		HP Intelligent Inft Analyzer SW E-LTU	TC400AAE	2
18		HP 3PAR 7400 Replication Ste Base E-LTU	BC775AAE	1
19		HP 3PAR 7400 Replication Ste Drive E-LTU	BC776AAE	108
20		HP VCEM BL-c7000 Encl E-LTU	T9094AAE	1
21		HP VCEM BL-c7000 Encl E-LTU	T9094AAE	1
22		HPE OneView Virtual Server		1

Table 4.6B

4.7. Monthly Reports & Project Meetings

A scheduled monthly project meeting and report is required as part of this project, the following will need to be covered in the meeting and report:

- Minutes from the previous meeting
- SLA maintenance calls raised
- Greenlake Usage Reporting
- Bi-annual firmware, software & OS upgrade results
- Project risks & issues
- Project lessons learned
- Recommendations & action plans

4.8. Fault Logging & On-site Support

The following information and support needs to be provided by the service provider:

- A single call center needs to handle all faults or calls logged relating to this project. Contact details will need to be provided to the East London IDZ.
- On receipt of the fault with relevant information, the successful service provider must provide a unique fault reference number to the East London IDZ.
- All faults need to be logged with the relevant Original Equipment Manufacturer (OEM) within 15 minutes of receiving the fault from the East London IDZ.
- The fault logging service needs to be available 24 hours a day including weekends and public holidays.
- It is expected that either the service provider or the OEM will provide adequately qualified on-site personnel for the duration of the call.

4.9. Skills Transfer, Processes & Documentation

It is expected that the service provider will transfer the necessary skills to the project team after implementation and at the end of the project in order to ensure continuity.

Detailed project documentation and designs needs to be provided to the ELIDZ in the original editable version and PDF version at the end of the implementation period.

The service provider is required to adhere to any internal processes and procedures the East London IDZ approves. Planning should be in conjunction with the operational requirements of the ELIDZ.

4.10. Project Management

In addition to the project meetings, the following minimum project management deliverables are required as part of this project:

- Project Initiation Document
 - Serial Number Verification
- Project Kick-off Meeting
- Monthly Project Report Meeting Presented to the Project Team with Minutes
- Project Plan
- Risk & Issue Register
- Lessons Learned
- Project Close-out Report

Service providers are required to provide the draft project plan with milestones and a timeline for this project within the tender submission, with the expected start date of 01 June 2021. The dates can be updated once awarded to the successful service provider. This plan is required for functionality evaluation purposes.

The duration of this project will be 60 months.

5. Response Format

5.1. Company Profile

- Provide an overview of your company profile.
- Provide information on your operation office locations. Do you have local offices in the BCM Metropolitan \ Eastern Cape Province \ National or International?
- Provide a Municipal Clearance Certificate
- Provide an organogram for team allocated to this project in terms of roles and responsibilities

5.2. Proposed Solution

Describe your proposed solution or methodology of services that will be provided in detail in response to the detailed requirements as per Section B, point 4. This is an essential part of your response and it will form part of the service level agreement.

All areas of Section B, point 4 is **mandatory**. Service providers will be disqualified if any of the technical requirements are excluded within this Section.

5.3. Implementation Methodology

Describe the proposed engagement model with reference to this tender. Please provide the following:

- Engagement Structure
- Implementation Methodology, for example, ITIL, Prince 2

5.4. Service Provider Skills Competency

Provide a detailed list of personnel whom will form the team for this project, listing similar projects completed by each team member, their relevant skills \ qualifications and years of work experience relevant to this project in the form of a summary. Include curriculum vitae's of the personnel in the project team.

5.5. References

- Provide a minimum of three (3) relevant completed reference letters, stamped, signed and dated.
- Reference letter template is attached as Annexure 2;

- Provide details of the relevant services offered to these references, establishing a track record as well as provide contactable references at these sites \ clients.

The evaluation score for references will be calculated by dividing the sum of all the ratings provided by 90 and multiplying again by 20 to calculate a score out of 20.

6. Conclusion

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

The information provided herein has been done so in partnership with the relevant business units of the ELIDZ in order to describe necessary requirements.

Please forward any queries to Ms. Zandile Mtebele at the following contact details:

Tel: (043) 702 8200

Fax: (043) 702 8251

Zandile@elidz.co.za



SECTION C: Service Level Agreement

FOR THE SUPPLY AND CONFIGURATION OF HPE DATA STORAGE &
INFRASTRUCTURE MAINTENANCE FOR THE EAST LONDON INDUSTRIAL
DEVELOPMENT ZONE

ORDER NUMBER: _____

CONTRACT ELIDZ: [REFERENCE NUMBER](#)

SERVICE LEVEL AGREEMENT

entered into by and between

**EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC
LTD**

Registration No. 2003/012647/30
("The Client")

and

[FULL NAME OF SERVICE PROVIDER](#)

Registration No. _____
(The "Service Provider")

(Collectively referred to as "the parties")
for

[NAME OF PROJECT](#)

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1. INTRODUCTION AND PURPOSE

- 1.1. The CLIENT requires certain services and the SERVICE PROVIDER is willing to provide such services to the CLIENT.
- 1.2. **The purpose of this Agreement is to regulate the relationship between the CLIENT and the SERVICE PROVIDER** and to ensure that high quality and performance standards are achieved and maintained by the PARTIES.

2. DEFINITIONS AND INTERPRETATION

- 2.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 2.2. In this Agreement, unless a contrary intention clearly appears any expression which denotes
 - 2.2.1. one gender includes the other gender
 - 2.2.2. the singular includes the plural and vice versa, and
 - 2.2.3. natural persons includes juristic persons and vice versa.
- 2.3. In this Agreement, unless the context indicates otherwise the following words and expressions will have the meaning assigned to them in this clause:
 - 2.3.1. **"Agreement"** refers to this Agreement and all annexures hereto and any amendments recorded in writing and signed by the parties. The annexures to this Agreement consist of the following:

Section	A	–	Response to Tender including, invitation (not attached)
Section	B	–	Letter of Award (not attached),
Section	C	-	Acceptance of award (not attached),
Annexure	1	–	Scope of work,
Annexure	2	–	Payment Schedule,
 - 2.3.2. **"CLIENT"** refers to the client, being the EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD, Registration No. 2003/012647/30;
 - 2.3.3. **"Contract documentation"** refers to contracts documentation, agreements, minutes, drawings, specifications, designs and models, electronic matter in the nature of computer software, programmes, computer data and other matter and information relating to this Agreement, provided by the SERVICE PROVIDER to the CLIENT in terms of the services rendered in this Agreement;
 - 2.3.4. **"key persons"** refers to employees, agents or representatives of the SERVICE PROVIDER whose contribution is, in terms of this Agreement, agreed to be critical to the compliance of the SERVICE PROVIDER'S obligations in terms of this Agreement;
 - 2.3.5. **"prime rate"** refers to the variable interest rate as charged and calculated by the Client's Bankers from time to time to it;
 - 2.3.6. **"professional service provider"** refers to service providers whose services are generally considered to be professional in their nature and are overseen by a supervisory Body recognised in terms of the South African Law;
 - 2.3.7. **"professional indemnity"** refers to the professional indemnity, detailing the required level of Professional Indemnity Insurance in respect of the obligations of the SERVICE PROVIDER

insofar as these are applicable as set out by the standards of the particular consultancy industry;

- 2.3.8. **"quality and performance standards"** refers to service levels and conditions agreed to between the parties in terms of this, legal requirements promulgated from time to time and industry standards as practiced or observed in the various service industries involved;
- 2.3.9. **"services"** refers to the services that the SERVICE PROVIDER has undertaken to provide in terms of this Agreement and in particular the services as listed in **ANNEXURE 1**;
- 2.3.10. **"SERVICE PROVIDER"** refers to **FULL NAME OF SERVICE PROVIDER**, Registration Number: _____, a _____ duly registered and/or incorporated according to the laws of the Republic of South Africa and having its principal place of business in _____;
- 2.3.11. **"SHE"** refers to safety, health and environment,
- 2.3.12. **"signature date"** refers to the date of signature of this Agreement and, if signed on different dates, the later of the two dates.
- 2.4. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.6. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.7. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.8. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

3. APPOINTMENT

- 3.1. The CLIENT appoints the SERVICE PROVIDER to provide the services and the SERVICE PROVIDER accepts such appointment for the duration and on the terms and conditions of the Agreement.
- 3.2. The basis of the appointment in clause 3.1 is in terms of a tender process , a copy of which forms part of this Agreement but not attached hereto, as set out in:
 - 3.2.1. **SECTION A**
 - 3.2.2. **SECTION B**
 - 3.2.3. **SECTION C**

4. PROVISION OF SERVICES

The SERVICE PROVIDER hereby undertakes in favour of the CLIENT to perform the services in accordance with the provisions of this Agreement, and in particular the services and time frames as set out in hereto marked **ANNEXURE 1**.

5. UNDERTAKINGS BY THE SERVICE PROVIDER

- 5.1. The SERVICE PROVIDER undertakes whilst it is providing the services that:
 - 5.1.1. the services will be performed by sufficient number of professional service providers who have the skill and experience required to perform the services;
 - 5.1.2. the services will be performed in accordance with the quality and performance standards expected of service providers of same stature, or as referenced in clause 2.3.8;
 - 5.1.3. the services will be provided in accordance with the needs of the CLIENT;

- 5.1.4. it will plan, coordinate and manage the service provisions in consultation with the CLIENT and deal timeously with the documented results of service reviews in so far as there is sub-standard performance such that the interests of the CLIENT's business is not prejudiced;
- 5.1.5. it will fully comply with all tender / brief specifications and requirements as per entire Agreement herein;
- 5.1.6. it will take out and adhere to its professional indemnity insurance that and as is required by the consultancy industry; and
- 5.1.7. it will consult with the CLIENT with regard to any client competitor tendering of work before such tender is undertaken.

6. DELIVERY

- 6.1. The supply of services shall be in accordance with the general terms of this Agreement and more specifically in terms of **ANNEXURE 1**.
- 6.2. Should the SERVICE PROVIDER fail to complete the services or any part thereof before the date which is stipulated herein, an amount equal to one fourteen percent (1/14%) of the contract value may be deducted per day by the CLIENT for each day falling after stipulated completion date, until the services are complete.
- 6.3. Such penalty shall be in consultation with the Conventional Penalties Act 1962 as amended.

7. TIMING

- 7.1. Commencement dates
The Parties agree to the commencement date of _____ for the commencement of the services and accordingly the services shall be completed by _____.
- 7.2. Delays
The SERVICE PROVIDER acknowledges that any delay may impede the business objectives of the CLIENT and will constitute a material breach of its obligations and render the SERVICE PROVIDER liable for damages as well as consequential damages.

8. OBSERVANCE OF QUALITY AND STANDARDS

- 8.1. Quality standards
 - 8.1.1. The SERVICE PROVIDER acknowledges that the CLIENT is committed to the highest standards of performance in the conduct of its affairs, including the observance of ISO 14001 requirements in its environmental management and of ISO 18001 in the implementation of Occupational Health and Safety standards.
 - 8.1.2. The SERVICE PROVIDER undertakes to perform the services of this Agreement in terms of quality and performance standards expected of a SERVICE PROVIDER as set out in clause 2.3.8 and as set out in **SECTION A** herein and the SERVICE PROVIDER furthermore undertakes not to do anything or to omit to do anything that may, in anyway, compromise the commitment of the CLIENT to its standards.
- 8.2. Disclosure
 - 8.2.1. The SERVICE PROVIDER undertakes to make full disclosure of any and all breaches, shortcomings, errors or defects in materials or performance as soon as they come to the notice of the SERVICE PROVIDER who acknowledges that it will in all events hold itself liable for such breaches, shortcomings, errors or defects in materials or performance including any consequential damages that might flow there from including the disclosure of work or potential work to be received for and by or on behalf of the CLIENT'S competitor.
 - 8.2.2. The SERVICE PROVIDER acknowledges that the services provided in terms of this Agreement may fall within the business objectives of the CLIENT and is aware of the implications of this

and its exposure to consequential damages.

9. REPORT BACK MEETINGS

- 9.1. Where required by the CLIENT and communicated to the SERVICE PROVIDER in the manner provided for in this Agreement, the SERVICE PROVIDER shall, attend all such reasonable meetings as it may be required to and, there, provide such reports and other documentation as may be reasonably required for the purposes contemplated by this Agreement.
- 9.2. Traveling costs in respect of report back meetings as referred to above shall be agreed to prior to such meetings and shall be paid by the SERVICE PROVIDER and shall be regarded as not budgeted for in terms of the **ANNEXURE 2**.

10. BY-LAWS AND REGULATIONS

- 10.1. In the performance of its obligations, as provided for by this Agreement, the SERVICE PROVIDER undertakes:
 - 10.1.1. to comply and ensure compliance with all local, statutory, governmental and other laws and regulations in force and of application to the SERVICE PROVIDER, its employees, contractors and other persons or institutions subject to its control for the purposes of this Agreement,
 - 10.1.2. to indemnify the CLIENT against any loss, damages or punitive fines that it may suffer or have imposed on it by reason of its failure to comply with the provisions of clause 10.1.1, and
 - 10.1.3. to take out any professional indemnity for all professional service provider and key persons for the purposes of rendering the services provided for in terms of this Agreement.

11. PAYMENT

- 11.1. The CLIENT undertakes to pay the SERVICE PROVIDER the total sum of R _____ (IN **WORDS**) including VAT, as set out in **ANNEXURE 2** for the diligent services rendered
- 11.2. Payment will only be due and payable once the SERVICE PROVIDER has performed the necessary deliverables set out in **ANNEXURE 1** and has issued the correct invoice.
- 11.3. The SERVICE PROVIDER shall, in respect of the services provided render an original VAT compliant invoice (where applicable), containing sufficient information to enable the CLIENT to determine whether the charges have been debited in accordance with this Agreement and with the agreed price set out in **ANNEXURE 2**, on or before the 25th day of the month.
- 11.4. All amounts reflected on invoices shall strictly be as per the agreed terms contained in **ANNEXURE 2**.
- 11.5. The SERVICE PROVIDER shall not be paid for any additional work unless such work has been agreed to before execution thereof in writing and confirmed by way of an addendum to this Agreement and signed by both parties.
- 11.6. The CLIENT undertakes to make payment of all amounts due within 30 days from receipt of an invoice which complies with the provisions of clause 11.3.
- 11.7. All invoices are to be submitted for the attention of:, delivered to the ELIDZ at the EAST LONDON INDUSTRIAL DEVELOPMENT ZONE HEAD OFFICE , EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER , ROAD SUNNYRIDGE, EAST LONDON or PO BOX 5458, GREENFIELDS, EAST LONDON 5208 or by email to or facsimile to
- 11.8. The CLIENT shall not be in breach of clause 11.6 in the event of it failing to pay any invoice submitted that does not comply with any provisions contained under this clause 11.
- 11.9. In the event that the SERVICE PROVIDER has submitted an invoice in contravention of this clause, the CLIENT shall notify the SERVICE PROVIDER within 5 (five) working days of the non-compliant invoice, together with the reasons, and the SERVICE PROVIDER shall thereafter withdraw the non-compliant invoice and submit a further original VAT compliant invoice.

12. KEY PERSONS

- 12.1. The SERVICE PROVIDER shall, by Agreement with the CLIENT, identify one key person whose contribution is, in the discretion of the CLIENT, critical to the objects contemplated by this Agreement.
- 12.2. Such Key Persons:
 - 12.2.1. shall, unless it is agreed otherwise, personally attend to all instructions arising out of this Agreement or shall personally oversee the performance of all instructions and shall accord due priority to the obligations of the SERVICE PROVIDER arising from this Agreement,
 - 12.2.2. shall personally attend all meetings contemplated in terms of this Agreement unless, by Agreement, an alternative person is agreed to;
 - 12.2.3. shall be responsible for the provision of all reports which the CLIENT may reasonably require from time to time; and
 - 12.2.4. shall be responsible for the certification of all works executed in terms of this Agreement.
- 12.3. Should the Key Person discontinue to serve in this role for any cause whatsoever, then and in that event the CLIENT may, without prejudice to its other rights, summarily, and on such terms and notice as it may be deemed fit, terminate the agreement.
- 12.4. Key person for the CLIENT is: _____
- 12.5. Key person for the SERVICE PROVIDER is: _____

13. INTELLECTUAL PROPERTY, COPYRIGHT AND OWNERSHIP OF DOCUMENTS

- 13.1. It is agreed that the Contract Documentation shall be and shall remain the property of the CLIENT and shall, upon written request addressed to the SERVICE PROVIDER, be delivered over to the CLIENT.
- 13.2. The SERVICE PROVIDER waives his rights to any claimed hypothec or any other right of retention over the Contract Documentation for any cause whatsoever.
- 13.3. In the event of the SERVICE PROVIDER claiming that it has any further claim, irrespective the nature of such claim, the SERVICE PROVIDER shall upon written request, deliver over the Contract Documentation to the CLIENT and such claim shall then be dealt with in accordance with the dispute procedure provided for in this Agreement.
- 13.4. It is agreed that, upon payment by the CLIENT to the SERVICE PROVIDER of such remuneration as it is entitled to in terms of this Agreement, the copyright and the ownership of the Contract Documentation shall vest in the CLIENT.

14. CONFIDENTIALITY

- 14.1. Subject to the provisions of clause 14.2 hereof, the SERVICE PROVIDER shall keep secret all and any matter disclosed to it in connection with this Agreement and/or contained in the documents relating to the Agreement.
- 14.2. The foregoing paragraph shall not apply to information which:
 - 14.2.1. is in the public domain,
 - 14.2.2. is received from a third party who did not obtain such information from the CLIENT,
 - 14.2.3. may be disclosed with the consent of the CLIENT.
 - 14.2.4. is required in terms of law to be disclosed, provided that the SERVICE PROVIDER gives the CLIENT reasonable notice before any disclosure, to enable it to attempt to prevent such disclosure should it so wish.

15. SOLICITING EMPLOYEES

- 15.1. The SERVICE PROVIDER undertakes that it will not induce, encourage or procure any employee/s of the CLIENT to:
 - 15.2. leave the services of the CLIENT with a view to their being employed or in any other way associated with the SERVICE PROVIDER; or
 - 15.3. provide any information or advice held by that employee of the CLIENT in his capacity as such

to any party who should not be privy to that information.

- 15.4. Nothing in the foregoing subparagraph will prevent the transfer of employees from the CLIENT to the SERVICE PROVIDER by written agreement between the parties.
- 15.5. Breach of this clause, resulting in the loss of an employee by CLIENT, will without prejudice to its other rights, entitle the CLIENT to claim and recover from the SERVICE PROVIDER damages suffered by the CLIENT.

16. FORCE MAJEURE

The SERVICE PROVIDER shall not be liable for any failure to meet any obligations in terms of this Agreement to the extent to which that failure is caused by the circumstances whatsoever which is beyond the SERVICE PROVIDERS control including, but not limited to labour disputes, strike, war, riot, civil commotion, or any order or regulations of any Government or other lawful authority and or and act which constitutes as an act of God.

17. DISPUTES

- 17.1. Any dispute arising out of or in connection with this Agreement, or related thereto, whether directly or indirectly, or any alleged breach and / or repudiation thereof, its interpretation, application and /or termination, shall be resolved in accordance with the provisions of this clause.
- 17.2. A dispute shall arise once the dispute is communicated by one party to the other in writing, ("the dispute notice").
- 17.3. Within twenty one (21) days of the dispute arising, the parties shall seek an amicable resolution to such dispute by referring such dispute to representatives of each of the parties concerned for their negotiation and resolution of the dispute.
- 17.4. In the event that the parties representatives fail to resolve the dispute by way of negotiation, either party may refer the dispute for resolution by way of arbitration as envisaged in the clauses below.
- 17.5. The Arbitration will be held as an expedited arbitration in accordance with the then current rules for expedited arbitration of the Arbitration Foundation in South Africa (AFSA) by one arbitrator appointed by agreement between the Parties. If the parties cannot agree on the arbitrator within a period of ten (10) days after the referral of the dispute to arbitration, the arbitrator shall be appointed by the secretariat of AFSA;
- 17.6. Nothing contained in this clause shall preclude either Party from seeking interim relief from any competent court having jurisdiction pending the institution of any mediation or arbitration proceedings in terms of this clause.
- 17.7. The provisions of this clause shall survive the termination for whatever reasons of this Agreement.
- 17.8. Unless otherwise agreed, the party appointed to determine the dispute shall act as an expert, rather than an arbitrator, shall conduct proceedings in an informal manner and procedure with a view to resolving its expeditiously as the circumstances permit with due adherence to a fair procedure and to a just solution.
- 17.9. The decision of the expert shall be final and binding and capable of being made an order of court in accordance with the provisions of the Arbitration Act
- 17.10. The person appointed to determine the dispute shall, in his discretion be permitted to
 - 17.10.1. determine the disputes between the parties;
 - 17.10.2. determine whether to permit the parties to be represented by attorneys and / or advocates;
 - 17.10.3. determine the procedure;
 - 17.10.4. determine the amount that should be deposited as security for his expenses prior to the commencement of proceedings; and
 - 17.10.5. make such order as to costs, if any, including the applicable tariff.
- 17.11. The provisions of this Clause shall constitute and irrevocable consent, on the part of the parties, to the

resolution of this dispute in the manner provided for herein.

18. BREACH AND PENALTY

In the event of one or other party breaching this Agreement or failing to perform any of the terms conditions thereof and remaining in default notwithstanding written notice to comply within fourteen (14) days, calculated from the date of delivery of the notice, then and in that event, the party complaining of the breach or non-performance shall be entitled to cancel the Agreement without prejudice to any other rights in terms hereof to recover damages arising from the breach.

19. TERMINATION

19.1. Notwithstanding the other grounds for termination referred to in this Agreement, and without prejudice to any right of the relevant party, this Agreement may immediately be terminated by a party if the other party:

- 19.2. ceases to carry on business;
- 19.3. is wound up, is placed under liquidation, is sequestered, placed under business rescue proceedings, placed under an order of judicial management or under any other legal disability, either provisionally or finally; or
- 19.4. materially breaches the terms of this Agreement.

20. SUMMARY TERMINATION

20.1. The CLIENT shall, without prejudice to any right of the CLIENT claim damages from the SERVICE PROVIDER be entitled to summarily or immediately terminate, without notice, this Agreement in the event that:

- 20.2. false information is furnished by the SERVICE PROVIDER at any time on any material details that might result in losses to the CLIENT;
- 20.3. the SERVICE PROVIDER breaches any of the terms of this Agreement;
- 20.4. the SERVICE PROVIDER perpetrates a fraud of any nature upon the CLIENT or performing an act in the nature of fraud; or
- 20.5. any of the SERVICE PROVIDER'S employees rendering services to the CLIENT in terms of this Agreement are guilty of conduct justifying a summary dismissal according to common law and the SERVICE PROVIDER fails, neglects and/or refuses to take the necessary action against such employees.

21. WARRANTIES

- 21.1. The SERVICE PROVIDER warrants that there is no conflict of interest between the CLIENT and itself and that it shall take steps to avoid any future potential conflict of interest.
- 21.2. The SERVICE PROVIDER warrants that the SERVICE PROVIDER has the capacity to enter into this Agreement and to perform the services as per this Agreement.
- 21.3. The SERVICE PROVIDER shall be deemed that it has satisfied itself before tendering as to the correctness and sufficiency of its tender and of the rates and prices stated in its quotation / tender, as being sufficient to cover the SERVICE PROVIDER'S obligations under this Agreement and everything necessary for the proper completion of this Agreement and maintenance thereof within the required timeframe.

22. INDEMNITY

- 22.1. The SERVICE PROVIDER hereby undertakes to indemnify the CLIENT and hold it harmless against:
 - 22.1.1. any loss or damage to the CLIENT'S own property, whether movable or immovable;

- 22.1.2. liability in respect of any loss of or damage to the property whether movable or immovable of third parties;
- 22.1.3. liability in respect of death and or injury to any third party; or
- 22.2. any claims or legal costs or expenses incurred in connections with claims or actions arising out of any of the foregoing, whenever loss, damage, injury, death, referred to above is due or arises out of the use of the CLIENT'S property by the SERVICE PROVIDER,
provided that such loss, damage or liability is not due to the willful misconduct of the CLIENT or any of its employees whilst performing duties allocated to them by the CLIENT.
- 22.3. The CLIENT shall notify the SERVICE PROVIDER forthwith upon receipt of information of any occurrence of any loss, damage, or the receipt of any claim or demand for or against, which the SERVICE PROVIDER is prima facie liable to indemnify the CLIENT for in terms of the above, and shall in respect of such claim or demand abide by the directions of the CLIENT as to what terms it shall be settled, compromised or contested, it being agreed that whatever action may be taken by the SERVICE PROVIDER pursuant to such directions of the CLIENT, but not in so far as acting in a principle / agent relationship, and shall be at the risk and expense of the SERVICE PROVIDER.
- 22.4. The CLIENT reserves the right to institute civil proceedings to recover any damages occasioned by the negligence of the SERVICE PROVIDER, his employees, sub-contractors or agents.
- 22.5. The SERVICE PROVIDER shall not be liable to the CLIENT for any loss or damage of whatsoever nature suffered by the CLIENT as a result of the performance of the services in accordance with this Agreement, save where such loss or damage is as a direct result of the negligence of the SERVICE PROVIDER, its employees or agents, performing the services.
- 22.6. The SERVICE PROVIDER AND ITS SUBCONTRACTORS further indemnifies the CLIENT against Section 37(2) of the Occupational Health and Safety Act, if applicable:
 - 22.6.1. The SERVICE PROVIDER and its subcontractors shall bear full responsibility for ensuring that the provisions of the Occupational Health and Safety Act and its regulations are properly implemented in the areas designated for contractual work in respect of all aspects of the work to be undertaken and that all other laws that pertain to that work will also be complied with and hereby indemnifies the CLIENT from any responsibility legally for injury or claim
 - 22.6.2. The SERVICE PROVIDER and its subcontractors shall be responsible for the well-being in relation to the health and safety of all persons coming upon/into such area in accordance with the Occupational Health and Safety Act, subject to any directives issued by the CLIENT.
 - 22.6.3. The SERVICE PROVIDER and its subcontractors undertakes to report to the CLIENT any hazard to health, safety or the environment that exists or arises during the contract work in the area concerned.
 - 22.6.4. This Agreement is supplementary and additional to any health and safety specifications issued to the SERVICE PROVIDER and its subcontractors.

23. WHOLE AGREEMENT

- 23.1. It is agreed that this document together with its Annexures constitutes the whole Agreement as between the parties unless supplemented by further Agreements, which are reduced to writing and signed by the parties, constitutes the sole record of the Agreement between the parties.
- 23.2. The parties agree that any amendment to this Agreement shall be reduced to writing and signed by the parties, failing which it shall be of no force or effect.

24. SEVERABILITY

The Parties agree that each clause of this Agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.

25. VARIATION, SUSPENSION, DELETION, AMENDMENT OR MODIFICATION

No variation, suspension, deletion, extension, amendment or modification of this Agreement shall be of any force or effect, unless recorded in writing and signed by the parties, and shall be effective only in the specific instance and for the purpose and to the extent set out.

26. INDULGENCE OR EXTENSION

No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of the performance of any obligation or the enforcement of any right arising from this Agreement, shall be construed to be an implied consent by the former party or to operate as a waiver or a notation of, or otherwise affect, any of that party's rights in terms of or arising from this Agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision hereof.

27. WAIVER

No waiver on the part of either party of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of any other provision in the same Agreement.

28. SUPERSESSON

This Agreement and its Annexures are to be taken as complementary to each other. In the event of any conflict between the contents of this Agreement and any or all of the Annexures, the Agreement shall prevail to the extent of such inconsistency.

29. GOOD FAITH

The Parties undertake to observe good faith in dealing with each other and in implementing the provisions of this Agreement.

30. SUBCONTRACTING AND CESSION

Neither party shall, without the prior written consent of the other, cede or assign any of its rights or obligations in terms of this Agreement to any third party. The party wishing to cede or assign its rights or obligations to any third party shall, if so required by the other party, be obliged to bind itself as surety and co-principal debtor with the third party for all its obligations in terms of this Agreement.

31. INDIRECT AND CONSEQUENTIAL DAMAGES

31.1. Unless expressly otherwise provided for, neither party ("the defaulting party") shall be liable to the other ("the aggrieved party") for any indirect or consequential damages or loss of profits suffered by the aggrieved party except if such damages or loss:

31.2. arises out of the gross negligence, fraud or any other illegal act or illegal omission on the part of the defaulting party (or any person for whom it is vicariously liable); or

31.3. arises from a claim made against the aggrieved party by a third party as a consequence of any act or omission committed by the defaulting party against such third party for which the aggrieved party is entitled to claim a full indemnification in terms of this Agreement

32. PROTECTION OF RIGHTS

If the SERVICE PROVIDER fails to comply with any obligation imposed upon it by this Agreement, CLIENT shall, without prejudice to any other rights it may have, be entitled but not obliged to effect such compliance at the risk and expense of the SERVICE PROVIDER and to recover the fair and reasonable costs and expenses of doing so from the SERVICE PROVIDER.

33. GOVERNING LAW

The provisions of this Agreement shall be governed by South African law and the parties shall at all times be subject to the jurisdiction of the South African Courts irrespective of the place of signature of this Agreement

34. DOMICILUM CITANDI ET EXECUTANDI

- 34.1. The parties choose as their service address (*domicilium citandi et executandi*) for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the address set out in hereunder.
- 34.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 34.3. A party may, by notice to any other party change the physical address and/or telefax number chosen as its *domicilium citandi et executandi* provided that the physical address is one in the Republic of South Africa. The change shall become effective on the 10th business day from the deemed receipt of the notice.
- 34.4. Unless the contrary is proved, any notice to a party;
- 34.4.1. delivered by hand to a responsible person during ordinary business hours, shall be deemed to have been received on the day of delivery; or
- 34.4.2. sent by telefax, shall be deemed to have been received on the date of dispatch.
- 34.5. The domicile of the CLIENT is: EAST LONDON INDUSTRIAL DEVELOPMENT ZONE, EAST LONDON IDZ HEAD OFFICE, LOWER CHESTER ROAD, SUNNYRIDGE, EAST LONDON, FAX: 043 702 8251
- 34.6. The domicile of the SERVICE PROVIDER is: _____ FAX: _____

35. SIGNATURES

The signatories to this Agreement hereby warrant that they have the proper and full authority to sign this Agreement on behalf of the parties hereto, and shall produce the necessary resolution to such effect, if called upon to do so.

THUS DONE AND SIGNED BY **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD** on the ____ day of _____ 20__ here in the presence of the undersigned witnesses:

For and on behalf of **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

NAME OF DELEGATED AUTHORITY TO SIGN: _____

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

AS WITNESSES:

1. _____

2. _____

THUS DONE AND SIGNED BY **FULL NAME OF SERVICE PROVIDER** on the ____ day _____ 20__ in the presence of the undersigned witnesses:

For and on behalf of **FULL NAME OF SERVICE PROVIDER**

NAME OF DELEGATED AUTHORITY TO SIGN: _____

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

AS WITNESSES:

1. _____

2. _____



ANNEXURE 1

PROCUREMENT HANDBOOK



ANNEXURE 2

REFERENCE LETTER



ANNEXURE 3

ENTERPRISE DEVELOPMENT AGREEMENT