



## ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: PROJ-ICT-095

# ICT INFRASTRUCTURE MAINTENANCE 2021

## REQUEST FOR PROPOSAL (RFP) PACK

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FOR THE RENEWAL OF ICT INFRASTRUCTURE MAINTENANCE FOR THE EAST  
LONDON INDUSTRIAL DEVELOPMENT ZONE

START DATE: 30<sup>th</sup> April 2021

CLOSING DATE: 24<sup>th</sup> May 2021 (12h00)

NAME OF TENDERER: \_\_\_\_\_

TENDERER'S ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CHECKLIST FOR SUBMISSIONS

ITEM	TICK
<b>Supporting Documentation To Be Submitted</b>	
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, Annexure 3)	
<b>Compulsory Documentation To Be Submitted</b>	
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

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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:** Supplier Development Plan



## **SECTION A: General Guidelines**

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FOR THE RENEWAL OF ICT 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 80/20 rule i.e. 80 of evaluation points will be based on price competitiveness and 20 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 80

Score Breakdown:

Price ( $R$ ) = 80 points

BBBEE = 20 points

A maximum of twenty (20) 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
<b>Non-Compliant</b>	<b>0~30%</b>	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 14<sup>th</sup> May 2021. All questions must be submitted to [Zandile@elidz.co.za](mailto:Zandile@elidz.co.za)
- The closing date for this tender is at 12h00 on the 24<sup>th</sup> 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, Annexure 3)	

## 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
<b>Compulsory Documentation To Be Submitted</b>	
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-095 ICT INFRASTRUCTURE MAINTENANCE 2021”** and deposited by hand in the tender box before the closing date and time of 12h00, 24<sup>th</sup> May 2021. ELIDZ WILL NOT BE RESPONSIBLE FOR DOCUMENTS PLACED IN AN INCORRECT TENDER BOX.

The tender box will be marked **“PROJ-ICT-095 ICT 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**

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FOR THE RENEWAL OF ICT 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:

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

- CISCO Core & Distribution Network Infrastructure
- CISCO CPE & Access Layer Infrastructure
- CISCO SWSS
- Telephony Infrastructure
- Security Infrastructure
- Data Center Infrastructure

A monthly ICT health and audit review is to be conducted and a report presented to the East London IDZ, detailed further in Section B, point 4.

A set amount of service points are to be provided to the East London IDZ for the duration of the project. These points will be used when required for ICT related tasks and mini projects, detailed further in Section B, point 4.

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
<b>Local Operational Office</b>	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
<b>Project Approach</b>	Fault Logging	10	10	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
<b>Service Providers Expertise and Resources</b>	Skills Competency	25	25	Project team members have relevant certifications in the following core areas: CISCO, APC, Fortinet with 5 or more additional certifications in either Microsoft, VMware, HPE, UTP & Fibre, Crestron and other Audio, Visual products
			10	Project team members have relevant certifications in the following core areas: CISCO, APC, Fortinet with 3 - 4 additional certifications in either Microsoft, VMware, HPE, UTP & Fibre, Crestron and other Audio, Visual products

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>
<b>Advert and Issuing of RFP</b>	: 30 April 2021
<b>Deadline for Questions</b>	: 16h30, 14 May 2021
<b>Response to Questions</b>	: 16h30, 17 May 2021
<b>RFP Submission Due Date</b>	: 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.

#### 4.2. CISCO Core & Distribution Network Infrastructure

Service providers are required to provide a CISCO SMARTnet, Next Business Day, Call to Repair for the period up to and not exceeding 31 May 2024 or up until CISCO's End of Support date for the infrastructure listed in Table 4.2B. A sample definition table has been included as Table 4.2A.

CISCO SMARTnet Service (NBD)				
CISCO SMARTnet Service (NBD)	Equipment Covered	Hardware Replacement	CISCO OS Updates	CISCO TAC Support
	All CISCO Infrastructure Included by the East London IDZ	8x5xNBD	Yes	Yes
	Registered Access to CISCO.com	Smart Call Home Diagnostics and Alerts		
	Yes	Yes		

**Table 4.2A**

CISCO Core & Distribution Network Infrastructure				
Number	Serial Number	Description	Module	Location
1	FOX1418GG8M	CISCO 7600 6-Slot Chassis - Core2 (CISCO7606-S)		Dalaran Data Center
2	JAE14160E10		7600-ES+20G3CXL 20 ports 7600 ES+ Rev. 1.3 (7600-ES+20G3CXL)	Dalaran Data Center
3	JAE141602F9		7600-ES+20G 7600 ES+ 20xGE SFP Rev. 1.1 (7600-ES+20G) SUB-MODULE	Dalaran Data Center
4	JAE14150C7T		7600-ES+3CXL 7600 ES+ DFC XL Rev. 1.1 (7600-ES+3CXL) SUB-MODULE	Dalaran Data Center
5	SAL1418GWFR		WS-X6704-10GE CEF720 4 port 10-Gigabit Ethernet Rev. 3.1 (WS-X6704-10GE)	Dalaran Data Center



CISCO Core & Distribution Network Infrastructure				
Number	Serial Number	Description	Module	Location
6	SAL1417GPGB		WS-F6700-CFC Centralized Forwarding Card Rev. 4.1 (WS-F6700-CFC) SUB-MODULE	Dalaran Data Center
7	SAL1417G7CN		WS-X6748-GE-TX CEF720 48 port 10/100/1000mb Ethernet Rev. 3.4 (WS-X6748-GE-TX)	Dalaran Data Center
8	SAL1417G7CN		WS-F6700-CFC Centralized Forwarding Card Rev. 4.1 (WS-F6700-CFC) SUB-MODULE	Dalaran Data Center
9	JAE142004U8		RSP720-3CXL-GE 2 ports Route Switch Processor 720 Rev. 5.9 (RSP720-3CXL-GE)	Dalaran Data Center
10	SAL181K0SG		CEF720 16 Port 10GE (WS-X6716-10GE)	Dalaran Data Center
11	JAE14190114I		7600-MSFC4 C7600 MSFC4 Daughterboard Rev. 1.5 (7600-MSFC4) SUB-MODULE	Dalaran Data Center
12	JAE14190FTV		7600-PFC3CXL Policy Feature Card 3 Rev. 1.1 (7600-PFC3CXL) SUB-MODULE	Dalaran Data Center
13	SAL1752JLTY		Distributed Forwarding Card (WS-F6700-DFC3CXL) SUB-MODULE	Dalaran Data Center
14	DCH141702ES		High Speed Fan Module for CISCO7606-S 1 (FAN-MOD-6SHS)	Dalaran Data Center
15	APS141100GK		AC power supply, 2700 watt 1 (PWR-2700-AC)	Dalaran Data Center
16	APS141100GT		AC power supply, 2700 watt 1 (PWR-2700-AC)	Dalaran Data Center
17	N/A		10x 10GBASE-LR X2 Module (X2-10GB-LR)	Dalaran Data Center
18	SSI173706BD	Nexus 5548 Chassis (N5K-C5548UP)		Dalaran Data Center
19	FOC17493PLO		O2 32X10GE/Modular Universal Platform Supervisor (N5K-C5548UP)	Dalaran Data Center
20	FOC174805E8		O2 16 port flexible GEM (N55-M16UP)	Dalaran Data Center
21	N/A		Chassis fan module (N5548P-FAN)	Dalaran Data Center
22	N/A		Chassis fan module (N5548P-FAN)	Dalaran Data Center
23	POG17487T91		AC power supply (N55-PAC-750W)	Dalaran Data Center
24	POG17427T1E		AC power supply (N55-PAC-750W)	Dalaran Data Center
25	FOC17480AM6		O2 Daughter Card with L3 ASIC (N55-D160L3-V2)	Dalaran Data Center

CISCO Core & Distribution Network Infrastructure				
Number	Serial Number	Description	Module	Location
26	N/A		4x 10GBASE-LR SFP Module (SFP-10G-LR)	Dalaran Data Center
27	N/A		16x 10GBASE-SR SFP Module (SFP-10G-SR)	Dalaran Data Center
28	SSI172000TH	Nexus 5548 Chassis (N5K-C5548UP)		Dalaran Data Center
29	FOC172447NC		O2 32X10GE/Modular Universal Platform Supervisor (N5K-C5548UP)	Dalaran Data Center
30	FOC17483QUL		O2 16 port flexible GEM (N55-M16UP)	Dalaran Data Center
31	N/A		Chassis fan module (N5548P-FAN)	Dalaran Data Center
32	N/A		Chassis fan module (N5548P-FAN)	Dalaran Data Center
33	POG17197TVZ		AC power supply (N55-PAC-750W)	Dalaran Data Center
34	POG17197T9W		AC power supply (N55-PAC-750W)	Dalaran Data Center
35	FOC17233PNZ		O2 Daughter Card with L3 ASIC (N55-D160L3-V2)	Dalaran Data Center
36	N/A		4x 10GBASE-LR SFP Module (SFP-10G-LR)	Dalaran Data Center
37	N/A		16x 10GBASE-SR SFP Module (SFP-10G-SR)	Dalaran Data Center
38	FOX1418GG9B	CISCO 7600 6-Slot Chassis - Core1 (CISCO7606-S)		IronForge Data Center
39	JAE14450WN5		7600-ES+20G3CXL 20 ports 7600 ES+ Rev. 1.3 (7600-ES+20G3CXL)	IronForge Data Center
40	JAE14450OAL		7600-ES+20G 7600 ES+ 20xGE SFP Rev. 1.1 (7600-ES+20G) SUB-MODULE	IronForge Data Center
41	JAE1445007K		7600-ES+3CXL 7600 ES+ DFC XL Rev. 1.1 (7600-ES+3CXL) SUB-MODULE	IronForge Data Center
42	SAL1417GNEZ		WS-X6704-10GE CEF720 4 port 10-Gigabit Ethernet Rev. 3.1 (WS-X6704-10GE)	IronForge Data Center
43	SAL1415F960		WS-F6700-CFC Centralized Forwarding Card Rev. 4.1 (WS-F6700-CFC) SUB-MODULE	IronForge Data Center
44	SAL1417GQ8Y		WS-X6748-GE-TX CEF720 48 port 10/100/1000mb Ethernet Rev. 3.4 (WS-X6748-GE-TX)	IronForge Data Center

CISCO Core & Distribution Network Infrastructure				
Number	Serial Number	Description	Module	Location
45	SAL1415FHAS		WS-F6700-CFC Centralized Forwarding Card Rev. 4.1 (WS-F6700-CFC) SUB-MODULE	IronForge Data Center
46	JAE14190FCE		RSP720-3CXL-GE 2 ports Route Switch Processor 720 Rev. 5.9 (RSP720-3CXL-GE)	IronForge Data Center
47	SAL1801K0T0		CEF720 16 Port 10GE (WS-X6716-10GE)	IronForge Data Center
48	JAE1419012Y		7600-MSFC4 C7600 MSFC4 Daughterboard Rev. 1.5 (7600-MSFC4) SUB-MODULE	IronForge Data Center
49	JAE14190112		7600-PFC3CXL Policy Feature Card 3 Rev. 1.1 (7600-PFC3CXL) SUB-MODULE	IronForge Data Center
50	SAL1752JLV2		Distributed Forwarding Card (WS-F6700-DFC3CXL) SUB-MODULE	IronForge Data Center
51	DCH14170292		High Speed Fan Module for CISCO7606-S 1 (FAN-MOD-6SHS)	IronForge Data Center
52	APS141100H6		AC power supply, 2700 watt 1 (PWR-2700-AC)	IronForge Data Center
53	APS141100H7		AC power supply, 2700 watt 1 (PWR-2700-AC)	IronForge Data Center
54	N/A		10x 10GBASE-LR X2 Module (X2-10GB-LR)	IronForge Data Center
55	SSI173704V4	Nexus 5548 Chassis (N5K-C5548UP)		IronForge Data Center
56	FOC17479FX3		O2 32X10GE/Modular Universal Platform Supervisor (N5K-C5548UP)	IronForge Data Center
57	FOC17457VE2		O2 16 port flexible GEM (N55-M16UP)	IronForge Data Center
58	N/A		Chassis fan module (N5548P-FAN)	IronForge Data Center
59	N/A		Chassis fan module (N5548P-FAN)	IronForge Data Center
60	ART1749109F		AC power supply (N55-PAC-750W)	IronForge Data Center
61	ART174910A4		AC power supply (N55-PAC-750W)	IronForge Data Center
62	FOC17480AP4		O2 Daughter Card with L3 ASIC (N55-D160L3-V2)	IronForge Data Center
63	N/A		4x 10GBASE-LR SFP Module (SFP-10G-LR)	IronForge Data Center
64	N/A		16x 10GBASE-SR SFP Module (SFP-10G-SR)	IronForge Data Center

CISCO Core & Distribution Network Infrastructure				
Number	Serial Number	Description	Module	Location
65	SSI173706DE	Nexus 5548 Chassis (N5K-C5548UP)		IronForge Data Center
66	FOC17479D13		O2 32X10GE/Modular Universal Platform Supervisor (N5K-C5548UP)	IronForge Data Center
67	FOC174805AZ		O2 16 port flexible GEM (N55-M16UP)	IronForge Data Center
68	N/A		Chassis fan module (N5548P-FAN)	IronForge Data Center
69	N/A		Chassis fan module (N5548P-FAN)	IronForge Data Center
70	ART1749109Y		AC power supply (N55-PAC-750W)	IronForge Data Center
71	ART1749109Z		AC power supply (N55-PAC-750W)	IronForge Data Center
72	FOC17474F90		O2 Daughter Card with L3 ASIC (N55-D160L3-V2)	IronForge Data Center
73	FD01413Y0EE	Cisco Switch 3750G (WS-C3750G-12S-E)		IronForge Data Center
74	FD01413Y0RU	Cisco Switch 3750G (WS-C3750G-12S-E)		IronForge Data Center
75	FD01544Z02F	Cisco Switch 3750X (WS-C3750X-12S-S)		IronForge Data Center
76	FDO1842P1R6	Cisco Switch 3750X (WS-C3750X-12S-E)		IronForge Data Center
77	N/A		4x 10GBASE-LR SFP Module (SFP-10G-LR)	IronForge Data Center
78	N/A		16x 10GBASE-SR SFP Module (SFP-10G-SR)	IronForge Data Center
79	FCW1833H04A	ME-3400EG-12CS-M		Dalaran Data Center
80	FCW1927H0TM	ME-3400EG-12CS-M		IronForge Data Center
81	FOC1506V1N6	ME-3400EG-12CS-M		Zone 1C
82	FDO1848F03Z	Cisco Switch 3750X (WS-C3750X-12S-E)		ICT Basement Store
83	FCH2121V02C	Cisco Wireless Lan Controller 02 (WLC 5520)		Dalaran Data Center

CISCO Core & Distribution Network Infrastructure				
Number	Serial Number	Description	Module	Location
84	FCH2121V02A	Cisco Wireless Lan Controller 01 (WLC 5520)		IronForge Data Center
85	N/A		7 x SFP-10G-LR-S	Dalaran Data Center

**Table 4.2B**

#### 4.3. CISCO CPE & Access Layer Infrastructure

Service providers are required to provide a CISCO SMARTnet, Next Business Day, Call to Repair for the period up to and not exceeding 31 May 2024 or up until CISCO's End of Support date for the infrastructure listed in Table 4.3A.

CISCO CPE & ACCESS Layer Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
1	ME-3400E-24TS-M	FOC1416X1BQ	ME 3400E Switch	Zone 1A
2	ME-3400E-24TS-M	FOC1416X45W	ME 3400E Switch	Zone 1A
3	ME-3400E-24TS-M	FOC1443V3CN	ME 3400E Switch	Zone 1A
4	ME-3400E-24TS-M	FOC1416X46F	ME 3400E Switch	Zone 1A
5	ME-3400E-24TS-M	FOC1437X58A	ME 3400E Switch	Zone 1A
6	ME-3400E-24TS-M	FOC1443V3CH	ME 3400E Switch	Zone 1A
7	ME-3400E-24TS-M	FCW2124H1NG	ME 3400E Switch	Zone 1A
8	ME-3400E-24TS-M	FOC1416X45X	ME 3400E Switch	Zone 1A
9	ME-3400E-24TS-M	FOC1416X462	ME 3400E Switch	Zone 1A
10	ME-3400E-24TS-M	FCW2043H154	ME 3400E Switch	Zone 1A

CISCO CPE & ACCESS Layer Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
11	ME-3400E-24TS-M	FOC1443V3CZ	ME 3400E Switch	Zone 1A
12	ME-3400E-24TS-M	FOC1411X368	ME 3400E Switch	Zone 1A
13	ME-3400E-24TS-M	FOC1443V3CX	ME 3400E Switch	Zone 1A
14	ME-3400EG-2CS-A	FOC1722X142	ME 3400EG Switch	Zone 1A
15	ME-3400EG-2CS-A	FCW1930H01R	ME 3400EG Switch	Zone 1A
16	ME-3400EG-2CS-A	FCW1930H00Z	ME 3400EG Switch	Zone 1A
17	ME-3400EG-2CS-A	FCW1930H01V	ME 3400EG Switch	Zone 1C
18	ME-3400EG-2CS-A	FCW1930H012	ME 3400EG Switch	Zone 1A
19	ME-3400EG-2CS-A	FCW1930H016	ME 3400EG Switch	Zone 1A
20	ME-3400EG-2CS-A	FCW1930H00J	ME 3400EG Switch	Zone 1A
21	ME-3400EG-2CS-A	FCW2137H1V8	ME 3400EG Switch	
22	ME-3400EG-2CS-A	FCW2137H1VK	ME 3400EG Switch	
23	WS-C3850-48P-S VO7	FOC2122L1LT	CISCO 3850 Switch	Head Office First Floor
24	WS-C3850-48P-S VO7	FCW2122C0XQ	CISCO 3850 Switch	Head Office First Floor
25	WS-C3850-48P-S VO7	FOC2122L1H7	CISCO 3850 Switch	Head Office First Floor
26	WS-C3850-48P-S VO7	FOC2121L3DX	CISCO 3850 Switch	Head Office First Floor
27	WS-C3850-48P-S VO7	FOC2122L1NZ	CISCO 3850 Switch	Head Office First Floor
28	WS-C3850-48P-S VO7	FOC2122U0Z7	CISCO 3850 Switch	Head Office First Floor
29	WS-C3850-48P-S VO7	FCW2122F0JM	CISCO 3850 Switch	Head Office First Floor
30	WS-C3850-48P-S VO7	FOC2122L1M0	CISCO 3850 Switch	Head Office First Floor
31	WS-C3850-48P-S VO7	FOC2122U0KH	CISCO 3850 Switch	ICT Basement Store
32	WS-C3850-48P-S VO7	FOC2122U0Z9	CISCO 3850 Switch	ICT Basement Store
33	ME1200-4S-A	RTC21490013	Cisco ME1200 Switch	Zone 1A
34	C9500-48Y4C	CAT2309L0J5	Catalyst 9500 Series	Zone 1D

CISCO CPE & ACCESS Layer Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
35	N520-4G4Z-A	FOC2215N2RW	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
36	N520-4G4Z-A	FOC2447NA1Y	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
37	N520-4G4Z-A	FOC2447NA4Z	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
38	N520-4G4Z-A	FOC2447NA2V	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
39	N520-4G4Z-A	FOC2246NCBQ	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
40	N520-4G4Z-A	FOC2447NA4L	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
41	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
42	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
43	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
44	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
45	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
46	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	
47	N520-4G4Z-A	New	Cisco NCS520 Series - 4-1GE and 4-10GE - Single AC model	

**Table 4.3A**

#### 4.4. CISCO SWSS

Service providers are required to provide Cisco SWSS for the period up to and not exceeding 31 May 2024 for the CUCM appliances and licensing listed in Tables 4.4A & 4.4B.

The East London IDZ currently has three (3) CISCO Unified Call Manager (CUCM) virtual appliances deployed, details as follows as per Table 4.4A.

CISCO CUCM Virtual Appliances		
Number	Type	
1	CUCM Publisher	Version 11.0.1
2	CUCM Subscriber	Version 11.0.1
3	CISCO Unity Connection	Version 11.0.1

**Table 4.4A**

CISCO Licensing Usage		
Number	Type	Required
1	Enhanced (11.x) - Unified CM	346
2	Basic (11.x) - Unified CM	170
3	Essential (11.x) - Unified CM	65
4	Basic Messaging (11.x) - Unity Connection	334

**Table 4.4B**



#### 4.5. Telephony Infrastructure

Service providers are required to provide a CISCO SMARTnet, Next Business Day, Call to Repair for the period up to and not exceeding 31 May 2024 for the infrastructure listed in Table 4.5A.

Telephony Infrastructure				
Number	Serial Number	Description	Module	Location
1	FHK1417F1FG	Cisco 2921 Voice Router (CISCO2921/K9)		Dalaran Data Center
2	FOC14152LGN		VVIC2-1MFT-T1/E1 - 1-Port RJ-48 Multiflex Trunk - T1/E1 (VVIC2-2MFT-T1/E1)	Dalaran Data Center
3	FOC14133AT9		3rd generation four port FXS DID voice interface daughtercard (VIC3-4FXS/DID)	Dalaran Data Center
4	FOC14133AW3		3rd generation four port FXS DID voice interface daughtercard (VIC3-4FXS/DID)	Dalaran Data Center
5	FOC14125V56		PVDM3 DSP DIMM with 128 Channels (PVDM3-128)	Dalaran Data Center
6	FOC14150KZ4		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	Dalaran Data Center
7	FOC14142ADA		Network Module Adapter for SM Slot (SM-NM-ADPTR)	Dalaran Data Center
8	FOC14171WPP		High Density Voice Module - 8FXS/DID (EVM-HD-8FXS/DID)	Dalaran Data Center
9	QCS1404F04K		C2921/C2951 AC-POE Power Supply (PWR-2921-51-POE)	Dalaran Data Center
10	FHK1417F1FH	Cisco 2921 Voice Router (CISCO2921/K9)		IronForge Data Center
11	FOC14134YS4		VVIC2-1MFT-T1/E1 - 1-Port RJ-48 Multiflex Trunk - T1/E1 (VVIC2-1MFT-T1/E1)	IronForge Data Center
12	FOC14150KZB		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	IronForge Data Center
13	FOC14150KYJ		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	IronForge Data Center
14	FOC14142AAZ		Network Module Adapter for SM Slot (SM-NM-ADPTR)	IronForge Data Center
15	FOC14171WWL		High Density Voice Module - 8FXS/DID (EVM-HD-8FXS/DID)	IronForge Data Center
16	QCS1352F0D3		C2921/C2951 AC-POE Power Supply (PWR-2921-51-POE)	IronForge Data Center

Telephony Infrastructure				
Number	Serial Number	Description	Module	Location
17	FHK1417F1FJ	Cisco 2921 Voice Router (CISCO2921/K9)		IronForge Data Center
18	FOC14134X7A		VVIC2-1MFT-T1/E1 - 1-Port RJ-48 Multiflex Trunk - T1/E1 (VVIC2-1MFT-T1/E1)	IronForge Data Center
19	FOC14150KYS		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	IronForge Data Center
20	FOC14150KZC		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	IronForge Data Center
21	FOC14142A50		Network Module Adapter for SM Slot (SM-NM-ADPTR)	IronForge Data Center
22	FOC14171WTJ		High Density Voice Module - 8FXS/DID (EVM-HD-8FXS/DID)	IronForge Data Center
23	QCS1352F0CL		C2921/C2951 AC-POE Power Supply (PWR-2921-51-POE)	IronForge Data Center
24	FHK1417F1FE	Cisco 2921 Voice Router (CISCO2921/K9)		
25	FOC14152L0M		VVIC2-1MFT-T1/E1 - 1-Port RJ-48 Multiflex Trunk - T1/E1 (VVIC2-1MFT-T1/E1)	
26	FOC14133ANC		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	
27	FOC14133AVG		PVDM3 DSP DIMM with 64 Channels (PVDM3-64)	
28	FOC14142AD1		Network Module Adapter for SM Slot (SM-NM-ADPTR)	
29	FOC14171WZP		High Density Voice Module - 8FXS/DID (EVM-HD-8FXS/DID)	
30	QCS1352F0CX		C2921/C2951 AC-POE Power Supply (PWR-2921-51-POE)	

**Table 4.5A**

#### 4.6. Security Infrastructure

Service providers are required to provide a Fortinet Unified Threat Protection (UTP) and FortiCare support for the period up to and not exceeding 31 May 2024 for the infrastructure listed in Table 4.6B and Table 4.6C. A sample definition table has been included as Table 4.6A.

Fortinet UTP \ FortiCare Service				
FortiCare & UTP	Hardware Support Option	Privileged Web Access	Technical Support	
	Advanced Replacement Next Business Day (NBD)	24x7	24x7	
	Maintenance & Future Releases	Anti-Virus Updates	Web-Content Filtering	Anti-Spam
	24x7	24x7	24x7	24x7

**Table 4.6A**

FortiGate Firewalls				
Number	Support SKU	Serial Number	Description	Location
1	FC-10-01500-950-02-36	FG1K5D3I17804178	Fortinet FortiGate 1500D	Dalaran Data Center
2	FC-10-01500-950-02-36	FG1K5D3I17803850	Fortinet FortiGate 1500D	IronForge Data Center

**Table 4.6B**

FortiAnalyzer				
Number	Support SKU	Serial Number	Description	Location
1	FC3-10-LV0VM-248-02-36	FAZ-VM000000875	Fortinet FortiAnalyzer-VM	IronForge Data Center

**Table 4.6C**

#### 4.7. Data Center Infrastructure

Service providers are required to provide a Schneider Electric Advantage Ultra Service Plan with a 6 Hour Call to Repair in the event of a critical business service interruption for the period up to and not exceeding 31 May 2024 for the infrastructure listed in Table 4.7A & 4.7B, including the 4x outdoor condensers and related piping.

Data Center Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
1	160	QA1115180057	APC Camera Pod 160	Dalaran Data Center
2	AP7853	5A1005E08982	APC Rack PDU	Dalaran Data Center
3	AP7853	5A1005E07731	APC Rack PDU	Dalaran Data Center
4	NBPD0150	ZA1021008906	APC Netbotz Sensor Pod 150 External	Dalaran Data Center
5	AP7853	5A1005E07746	APC Rack PDU	Dalaran Data Center
6	AP7853	5A1005E07663	APC Rack PDU	Dalaran Data Center
7	AP7853	5A1005E07567	APC Rack PDU	Dalaran Data Center
8	AP7853	5A1005E07767	APC Rack PDU	Dalaran Data Center
9	NBPD0150	ZA1029008417	APC Netbotz Sensor Pod 150 External	Dalaran Data Center
10	AP7853	5A1018E01361	APC Rack PDU	Dalaran Data Center
11	AP7853	5A1018E01439	APC Rack PDU	Dalaran Data Center
12	AP7853	5A1018E01373	APC Rack PDU	Dalaran Data Center
13	AP7853	5A1018E01416	APC Rack PDU	Dalaran Data Center
14	NBPD0150	ZA1029008235	APC Netbotz Sensor Pod 150 External	Dalaran Data Center
15	AP7853	5A1018E01445	APC Rack PDU	Dalaran Data Center
16	AP7853	5A1018E01419	APC Rack PDU	Dalaran Data Center
17	AP7853	5A1018E01420	APC Rack PDU	Dalaran Data Center

Data Center Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
18	AP7853	5A1018E01172	APC Rack PDU	Dalaran Data Center
19	NBRK0550	QA1115280160	APC Netbotz Rack Monitor 550	Dalaran Data Center
20	AP7853	5A1005E06424	APC Rack PDU	Dalaran Data Center
21	AP7853	5A1018E01444	APC Rack PDU	Dalaran Data Center
22	AP7853	5A1018E01429	APC Rack PDU	Dalaran Data Center
23	AP7853	5A1005E08951	APC Rack PDU	Dalaran Data Center
24	160	QA1106280515	APC Camera Pod 160	IronForge Data Center
25	160	QA1106280419	APC Camera Pod 160	IronForge Data Center
26	160	QA1104280005	APC Camera Pod 160	IronForge Data Center
27	160	QA1106180160	APC Camera Pod 160	IronForge Data Center
28	NBPD0155	QA1113180296	APC Room Sensor Pod 155	IronForge Data Center
29	NBPD0155	QA1113180323	APC Room Sensor Pod 155	IronForge Data Center
30	NBPD0155	QA1113180288	APC Room Sensor Pod 155	IronForge Data Center
31	NBPD0170	QA1120180533	APC Rack Access PX-HID	IronForge Data Center
32	AP8853	ZA1030000106	APC Rack PDU	IronForge Data Center
33	AP8853	ZA1030000117	APC Rack PDU	IronForge Data Center
34	NBPD0170	QA1120180438	APC Rack Access PX-HID	IronForge Data Center
35	AP8853	ZA1030000487	APC Rack PDU	IronForge Data Center
36	AP8853	ZA1030000469	APC Rack PDU	IronForge Data Center
37	NBPD0170	QA1120180537	APC Rack Access PX-HID	IronForge Data Center
38	AP8853	ZA1030000405	APC Rack PDU	IronForge Data Center
39	AP8853	ZA1030000494	APC Rack PDU	IronForge Data Center
40	ACRP	UK1038212160	APC InfraStruXure InRow RD	IronForge Data Center
41	AP9361	QA1022180393	APC Rack Access PX-HID	IronForge Data Center

Data Center Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
42	AP8853	ZA1030000122	APC Rack PDU	IronForge Data Center
43	AP8853	ZA1030015047	APC Rack PDU	IronForge Data Center
44	AP9361	QA1048180077	APC Rack Access PX-HID	IronForge Data Center
45	AP8853	ZA1030000114	APC Rack PDU	IronForge Data Center
46	AP8853	ZA1030000437	APC Rack PDU	IronForge Data Center
47	OG-9354-01	PD1108230669	APC InfraStruXure Modular PDU	IronForge Data Center
48	NBRK0550	QA1114180534	APC Netbotz Rack Monitor 550	IronForge Data Center
49	NBRK0570	QA1516131228	APC Netbotz Rack Monitor 570	IronForge Data Center
50	NBRK0570	QA1247180459	APC Netbotz Rack Monitor 570	IronForge Data Center
51	NBPD0170	QA1120180592	APC Rack Access PX-HID	IronForge Data Center
52	AP8853	ZA1030000126	APC Rack PDU	IronForge Data Center
53	AP8853	ZA1030000492	APC Rack PDU	IronForge Data Center
54	-	J7JJ1L1	APC InfraStruXure Central Enterprise Server	IronForge Data Center
55	NBPD0170	QA1112180720	APC Rack Access PX-HID	IronForge Data Center
56	NBPD0170	QA1120180537	APC Rack Access PX-HID	IronForge Data Center
57	ACRP	UK1038212136	APC InfraStruXure InRow RD	IronForge Data Center
58	NBPD0170	QA1120180587	APC Rack Access PX-HID	IronForge Data Center
59	NBPD0170	QA1120180542	APC Rack Access PX-HID	IronForge Data Center
60	SY160K160H-PD	PD1103130925	APC InfraStruXure Symmetra 160K	IronForge Data Center
61	WSYSW160KH	PD1240140576	APC Static Switch / Bypass Module	IronForge Data Center
62	WSYPM10K16H	-	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center
63	WSYPM10K16H	PD1622343616	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center
64	WSYPM10K16H	PD1247340309	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center
65	WSYPM10K16H	PD1247340521	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center

Data Center Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
66	WSYPM10K16H	PD1609243187	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center
67	WSYPM10K16H	ED0123456789	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center
68	WSYPM10K16H	QD1849140195	Power Module For 10/16kw 400v Symmetra PX	IronForge Data Center
69	-	PD1019230640	Main Intelligence Module (MIM)	IronForge Data Center
70	-	PD1010230492	Redundant Intelligence Module (RIM)	IronForge Data Center
71	NBPD0170	QA1120180452	APC Rack Access PX-HID	IronForge Data Center
72	AP8853	ZA1030000379	APC Rack PDU	IronForge Data Center
73	AP8853	ZA1030000479	APC Rack PDU	IronForge Data Center
74	NBPD0170	QA1120180421	APC Rack Access PX-HID	IronForge Data Center
75	AP8853	ZA1030000119	APC Rack PDU	IronForge Data Center
76	AP8853	ZA1030000333	APC Rack PDU	IronForge Data Center
77	NBPD0170	QA1120180479	APC Rack Access PX-HID	IronForge Data Center
78	AP8853	ZA1030015051	APC Rack PDU	IronForge Data Center
79	AP8853	ZA1030000460	APC Rack PDU	IronForge Data Center
80	ACRP	UK1038212154	APC InfraStruXure InRow RD	IronForge Data Center
81	AP9361	QA1022180314	APC Rack Access PX-HID	IronForge Data Center
82	AP8853	ZA1030000134	APC Rack PDU	IronForge Data Center
83	AP8853	ZA1030000485	APC Rack PDU	IronForge Data Center
84	AP9361	QA1022180373	APC Rack Access PX-HID	IronForge Data Center
85	AP8853	ZA1030000482	APC Rack PDU	IronForge Data Center
86	AP8853	ZA1030000496	APC Rack PDU	IronForge Data Center
87	OG-9354-01	QD1938110638	APC InfraStruXure Modular PDU	IronForge Data Center
88	NBPD0170	QA1120180570	APC Rack Access PX-HID	IronForge Data Center
89	AP8853	ZA1030000486	APC Rack PDU	IronForge Data Center

Data Center Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
90	AP8853	ZA1030000118	APC Rack PDU	IronForge Data Center
91	NBPD0170	QA1120180541	APC Rack Access PX-HID	IronForge Data Center
92	AP8853	ZA1030000108	APC Rack PDU	IronForge Data Center
93	AP8853	ZA1030000406	APC Rack PDU	IronForge Data Center
94	ACRP	UK1038212146	APC InfraStruXure InRow RD	IronForge Data Center
95	NBPD0170	QA1120180458	APC Rack Access PX-HID	IronForge Data Center
96	AP8853	ZA1149015339	APC Rack PDU	IronForge Data Center
97	AP8853	ZA1030000113	APC Rack PDU	IronForge Data Center
98	NBPD0170	QA1112180808	APC Rack Access PX-HID	IronForge Data Center
99	AP8853	ZA1030000111	APC Rack PDU	IronForge Data Center
100	AP8853	ZA1030000497	APC Rack PDU	IronForge Data Center
101	NBPD0170	QA1112180650	APC Rack Access PX-HID	IronForge Data Center
102	AP8853	ZA1030000132	APC Rack PDU	IronForge Data Center
103	AP8853	ZA1030000116	APC Rack PDU	IronForge Data Center
104	NBPD0170	QA1120180426	APC Rack Access PX-HID	IronForge Data Center
105	AP8853	ZA1030000420	APC Rack PDU	IronForge Data Center
106	AP8853	ZA1030000483	APC Rack PDU	IronForge Data Center
107	8203	ouHxtz13	Digital Interface Adaptor	IronForge Data Center
108	AP8858EU3	ZA1411013743	APC Rack PDU	IronForge Data Center
109	AP8858EU3	ZA1405008047	APC Rack PDU	IronForge Data Center
110	AP8858EU3	ZA1411014618	APC Rack PDU	IronForge Data Center
111	AP8858EU3	ZA14050080242	APC Rack PDU	IronForge Data Center
112	AP8858EU3	ZA1411013762	APC Rack PDU	IronForge Data Center
114	AP8853	ZA1047027839	APC Rack PDU	IronForge Data Center



Data Center Infrastructure				
Number	Product Code \ Model	Serial Number	Description	Location
115	AP8853	ZA1047025808	APC Rack PDU	IronForge Data Center
116	AP8853	ZA1030000493	APC Rack PDU	Head Office First Floor
117	AP8853	5A1219E04119	APC Rack PDU	Head Office First Floor
118	AP8853	ZA1030000130	APC Rack PDU	ICT Offices
119	AP8853	ZA1030000131	APC Rack PDU	ICT Offices
120	AP8853	ZA1030000490	APC Rack PDU	Conference Centre
121	AP8853	ZA1030000112	APC Rack PDU	Conference Centre
122	AP8853	ZA1030000109	APC Rack PDU	Conference Centre
123	AP8853	ZA1030000484	APC Rack PDU	Conference Centre
124	SRT10KXLI	New	SMART-UPS SRT 10000	Conference Centre
125	NBRK0250	QA1833170495	Netbotz Rack Monitor 250	Conference Centre
126	SRT2200XLI	AS1851292449	Smart-UPS SRT 2200	Zone 1B Gatehouse
127	AP8853	ZA1030000128	APC Rack PDU	Zone 1B
128	AP8853	ZA1030000373	APC Rack PDU	Zone 1B
129	NBRK0250	QA1832170804	Netbotz Rack Monitor 250	Zone 1B
130	SRT2200XLI	AS1927191479	Smart-UPS SRT 2200	Zone 1C
131	SRT2200XLI	AS2006291137	Smart-UPS SRT 2200	Zone 1C
132	NBRK0250	QA1923270026	Netbotz Rack Monitor 250	Zone 1C
133	-	UJ1618000966	APC Galaxy 300 40 KVA 3:3	Head Office Basement
134	-	UJ1709001019	APC Galaxy 300 40 KVA 3:3	Head Office Basement
135	NBPD0155	QA165070397	Sensor Pod 155	Head Office Basement

**Table 4.7A**

The following APC critical spares in Table 4.7B are currently stored onsite to reduce the risk and delivery period relating to the required mean time to repair. These spares are to be replaced by the service provider under this contract if used to replace any failed hardware.

Data Center APC Critical Spares				
Number	Product Code \ Model	Serial Number	Description	Location
1	PDM1316IEC-3P	N/A	APC IT Power Distribution Module 3x1 Pole 3 Wire 16A 3xIEC309 300cm, 360cm, 420cm	Maintenance Store
2	PDM1316IEC-3P	N/A	APC IT Power Distribution Module 3x1 Pole 3 Wire 16A 3xIEC309 300cm, 360cm, 420cm	Maintenance Store
3	PDM1332IEC-3P	N/A	APC IT Power Distribution Module 3x1 Pole 3 Wire 32A 3xIEC309 300cm, 360cm, 420 cm	Maintenance Store
4	PDM1332IEC-3P	N/A	APC IT Power Distribution Module 3x1 Pole 3 Wire 32A 3xIEC309 300cm, 360cm, 420 cm	Maintenance Store
5	PDM1332IEC-3P	N/A	APC IT Power Distribution Module 3x1 Pole 3 Wire 32A 3xIEC309 300cm, 360cm, 420 cm	Maintenance Store
6	PDM1332IEC-3P	N/A	APC IT Power Distribution Module 3x1 Pole 3 Wire 32A 3xIEC309 300cm, 360cm, 420 cm	Maintenance Store
7	NBPD0171	N/A	APC Netbotz Rack Access Pod 170 For SX Rack	Maintenance Store
8	NBPD0171	N/A	APC Netbotz Rack Access Pod 170 For SX Rack	Maintenance Store
9	NBPD0171	N/A	APC Netbotz Rack Access Pod 170 For SX Rack	Maintenance Store
10	OJ-430-0197B	N/A	APC XFMR Class II Transformer 110 VA	Maintenance Store
11	W451-0104	N/A	Contacto, NR 24VAC 9 AMP 1NO	Maintenance Store
12	NBPD0170	N/A	APC Netbotz Rack Access Pod 170 For SX Rack	Maintenance Store
13	NBPD0170	N/A	APC Netbotz Rack Access Pod 170 For SX Rack	Maintenance Store
14	NBPD0170	N/A	APC Netbotz Rack Access Pod 170 For SX Rack	Maintenance Store
15	WSYC2BTMON	N/A	Symmetra PX Battery Monitor Card	Maintenance Store

Data Center APC Critical Spares				
Number	Product Code \ Model	Serial Number	Description	Location
16	WSYSW160KH	N/A	Static Switch / Bypass Module	Maintenance Store
17	WSYSW160KH	N/A	Static Switch / Bypass Module	Maintenance Store
18	WSYMIM16	N/A	Intelligence Module For PX2	Maintenance Store
19	WOP2465	N/A	Complete 808 PCB CRAC 9X Relay 2X OPTO Fan Tach	Maintenance Store
20	OJ-875-9925	N/A	Printed Circuit Board For Compact 3 KG/H 400 VAC 3-Phase	Maintenance Store
21	WOP2355	N/A	Complete 809 PCB CRAC 3X RS485	Maintenance Store
22	W875-1001	N/A	Valve, TEV 5/8in 7/8 Out R-407C	Maintenance Store
23	WON-0297	N/A	Humidity Sensor for ACRP	Maintenance Store
24	W451-0047	N/A	Contactora A16 Coil Code 85 1NO For ACRP502	Maintenance Store
25	WOM-9897	N/A	High Pressure Switch Assy	Maintenance Store
26	W875-00031	N/A	Disposable Humidifier Cylinder Low Conductivity 400V For ACRP 102/502	Maintenance Store
27	WOM-8204	N/A	Solenoid 24AC Coil 6 Position Plug	Maintenance Store
28	W430-0423	N/A	Step Down Transformer 480V to 24V 20 VA For ACRP501	Maintenance Store
29	W430-0251	N/A	Transformer 100VA 380/400/415V	Maintenance Store
30	WOW-3314	N/A	Cable Assy Thermistor/Probe EMU 0.5M	Maintenance Store
31	WOP2358	N/A	Complete 811 PCB CRAC 8x OPTO SIMM	Maintenance Store
32	WOP2860	N/A	1-Bay Board Set (MB,WC,XA,DP,OPT)	Maintenance Store
33	WOP2483	N/A	PCB Communication Card For RS485	Maintenance Store
34	W491-0523	N/A	Pump Condensate Hartell 240V	Maintenance Store
35	W875-3802	N/A	Compressor 2 Cylinders with Oil Equalization 400V For ACRP 101/102	Maintenance Store
36	875-9002	N/A	Humidifier Compact 1-3 KG/H 400V	Maintenance Store
37	NBES0303	N/A	Netbotz Door Switch Sensors	Maintenance Store
38	NBES0303	N/A	Netbotz Door Switch Sensors	Maintenance Store
39	NBES0303	N/A	Netbotz Door Switch Sensors	Maintenance Store

Data Center APC Critical Spares				
Number	Product Code \ Model	Serial Number	Description	Location
40	OJ-8752013A	N/A	Filter Air 30% 418X470X96 MM (Qty of 4) x 3	Maintenance Store

**Table 4.7B**

Service providers are required to replace the 4x APC InRow Cooling unit's air filters annually or when indicated by the units, a quantity of twelve (12) filters will be stored on-site and replaced when used by the service provider under this contract, see Table 4.7C below.

Data Center APC Air Filters			
Number	Product Code \ Model	Description	Location
1	OJ-8752013A	Filter Air 30% 418X470X96 MM (Qty of 3)	Maintenance Store

**Table 4.7C**

Service providers are required to ensure that a local supply of R407c refrigeration gas is available for refilling or maintenance of the APC InRow Cooling units.

The replacement of the existing 18x APC High-Performance Battery Modules (SYBT9-B4) needs to be completed within this three (3) year maintenance cycle. Service providers are to assess the condition of the current battery modules and recommend a replacement date. The service provider is required to replace any faulty battery modules at no additional cost under this contract.

APC Battery Replacement (Symmetra)			
Number	Product Code \ Model	Description	QTY
1	SYBT9-B4	APC High-Performance Battery Module for 400V Symmetra PX 48/96/160KW	18

**Table 4.7D**

The replacement of existing 150 x 12V maintenance free batteries in each of the listed APC Galaxy 300 40 KVA 3 phase UPSs needs to be completed within this three (3) year maintenance cycle. Service providers are to assess the condition of the current battery modules and recommend a replacement date. The service provider is required to replace any faulty battery modules at no additional cost under this contract.

APC Battery Replacement (Galaxy 300 40KVA 3 PHASE)			
Number	UPS Serial Number	Description	QTY
1	UJ1618000966	12V Maintenance Free Batteries	150
2	UJ1709001019	12V Maintenance Free Batteries	150

**Table 4.7E**

The following preventative maintenance activities are expected to be performed quarterly, all parts, labor and travel related to the site visits need to be included:

- Visual inspection of all power and cooling products
- Environmental inspection
- Gas pressure test of all cooling products
- Visual inspection of cooling filters
- Cleaning of the facilities
- Biannual verification and updating of firmware versions of all power, racking, Netbotz and cooling products
- Provide and present a detailed report at a scheduled meeting. Operations and capacity information from InfraStructure Central needs to be included in the report, this will be provided by the East London IDZ.

#### **4.8. Service Points**

2000 service points are to be provided to the East London IDZ for the duration of the project. These points will be used when required for ICT related tasks and mini projects. The usage of these points will need to be included in the monthly report. The number of service points required has been calculated based on an average of 12 hours per week.

The areas of expertise but not limited to whereby the East London IDZ would like to utilize senior or junior engineers is as follows:

- All Microsoft Products, including development
- VMware VCenter & ESXi Infrastructure
- HPE Infrastructure (3PAR, StoreOnce, Brocade, Blade Enclosures & Blade Servers)
- Cisco Voice (CCNP Voice)
- Cisco Networking (CCNA & CCIE)
- Fortinet (FortiGate Firewall, FortiAnalyzer and FortiDB)
- General Audio & Visual Infrastructure
- Crestron Infrastructure with programming
- Project Management
- Cat5e and Cat6 Network Cabling Repairs
- Traditional & Blown Fibre Cabling Repairs

The types of services required is but not limited to the following areas:

- On-site technical support
- Telephonic support
- Periodic preventative maintenance

- Configuration and deployment of equipment to new or existing investors as required
- Minor system migrations
- Asset & inventory verifications
- E-Waste disposals
- Any operational requirements

Service providers are required to provide a list of personnel for each area covered. Curriculum vitae's need to be included later in Section B, point 5.6 for all personnel included in this section.

Service providers are required to provide rates per charge type, multiple rates can be provided if not generic. Where personnel are able to provide a service but are outside of the East London area, travel and accommodation need to be included within the rate. The rates for the personnel need to be defined in your submission for the whole period.

Cat5e, Cat6 and fibre repair materials will be supplied or procured separately by the East London IDZ.

#### **4.9. ICT Health and Audit Review**

An independent review of ICT security and core business systems is required. Therefore a monthly ICT health and audit review is to be conducted by the service provider and a report presented to the East London IDZ. This review will include the following areas:

- Active Directory Security and Controls Review and Summary
- Patch Management Status of Critical Business Servers Review and Summary
- Fortigate Status Review and Summary
- Microsoft Endpoint Protection Status Review and Summary

12x Microsoft System Centre Operations Manager 2016 Audit Collection services reports are currently scheduled for review.

Appliance console access and remote access will be provided for the review of devices or servers where scheduled reports are not available.



#### **4.10. 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
- Service points usage
- Monthly ICT health & security audit results
- Data centre quarterly preventative maintenance results
- Bi-annual firmware, software & OS upgrade results
- Project risks & issues
- Project lessons learned
- Recommendations & action plans

#### **4.11. 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.

#### **4.12. 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.

#### **4.13. 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 36 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](mailto:Zandile@elidz.co.za)



## **SECTION C: Service Level Agreement**

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FOR THE RENEWAL OF ICT 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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35. SIGNATURES



## 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

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PROCUREMENT HANDBOOK



## ANNEXURE 2

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REFERENCE LETTER



## ANNEXURE 3

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ENTERPRISE DEVELOPMENT AGREEMENT