



# Province of KwaZulu-Natal Department of Economic Development Requisition form for Goods / Services

FORM PA001

To

Name of Official:  
Business Unit:  
Tel. Number:

MANAGER: SCM

Sindiswa Mhlongo

ICT Unit

0332642609

Requisition No.  
Delivery Address  
Required Delivery  
Date:

2022060103  
270 Jabu Ndlovu Street

REQUIRED GOODS / SERVICES (For all services/projects TOR must be attached together with the procurement strategy)

|                       |
|-----------------------|
| Annex P. Web Services |
| Full Description      |
| Annex P. Web Services |

MOTIVATION FOR ACQUISITION:

Renewal of Annex P. Web Service Level Agreement from 01 April 2022 till 31 March 2025.

Official's Signature

Date: 20-05-2022

ALLOCATION OF EXPENDITURE

|                    |                        |
|--------------------|------------------------|
| Funds              | Voted funds            |
| Responsibility     | Corporate Services     |
| Objective          | Information Technology |
| Project            | No Project             |
| Net Asset          | None asset related     |
| Regional Indicator | KZN Whole Province     |
| Item               | SITA SPECIALISE COMPT  |
|                    | SER                    |

Approved / Not Approved

Responsibility Manager: Name and Rank: Maxwell Mduiseni Buthelezi  
Director: Information Technology

Signature:

Date: 30/05/22

Comments:

Budget Controller:

Date: 31/05/2022

For SCM use only

ASSET MANAGEMENT / ICT UNIT

|                             |                      |                                                              |              |     |
|-----------------------------|----------------------|--------------------------------------------------------------|--------------|-----|
| Condition of existing asset | Obsolete / Redundant | Irreparable (Condition report for all IT equipment required) | Satisfactory | New |
| Name:                       | Signature:           | Designation:                                                 | Date:        |     |

DEMAND SECTION

|                                           |            |              |                                                    |     |    |
|-------------------------------------------|------------|--------------|----------------------------------------------------|-----|----|
| Does this appear on the procurement plan? | YES        | NO           | If not on procurement plan does a motivation exist | YES | NO |
| Name:                                     | Signature: | Designation: | Date:                                              |     |    |

ACQUISITION SECTION

|                  |            |              |       |
|------------------|------------|--------------|-------|
| Quotation Number | Signature: | Designation: | Date: |
| Name:            | Signature: | Designation: | Date: |

LOGISTIC SECTION

|                    |       |             |            |              |       |
|--------------------|-------|-------------|------------|--------------|-------|
| Award Approved by: | Name: | Date:       | Signature: | Designation: | Date: |
| Order No.:         | Date: | Total Cost: | Signature: | Designation: | Date: |

# QUOTATION



SITA SOC Ltd, 459 Tsitsa Street, Erasmuskloof, Pretoria, South Africa • PO Box 26100, Monument Park, 0105, South Africa  
Tel: +27 12 482 3000 • Fax +27 12 367 5151 • Reg. No 1999/001899/30 • www.sita.co.za

SITA REF: QUOT-20043  
REF/ARS/ 1023\_P  
ITSM 7 No.:  
Uncontrolled Change Cont. No.  
Author: Gavin Goss  
Enquiry: Zamo Buthelezi  
Tel: 061 4302770  
Date: 12 May 2022

KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs  
Private Bag X001  
Bishops Gate  
4001

Attention: Mr Mduiseni Buthelezi

As part of the formal tasking of SITA to undertake the specific services in terms of the departments/Municipality business requirements, elements of this tasking are detailed within this formal quotation.

Deliverables/Receivables  
Deliverables  
Receivables

☒  
☐

## QUOTATION FOR RENEWAL OF ANNEX P: INFORMATION MANAGEMENT – WEB SERVICES (01-APRIL-2022 TO 31-MARCH-2025)

For the above-mentioned request the following tasks, activities and pricing is applicable.

Table 1 : Work Breakdown Structure for: click here to enter customer requirements in bold caps

| Deliverables/Receivables Tasks and Activities |  |  |  | QTY       | Unit Price  | Total Price  |
|-----------------------------------------------|--|--|--|-----------|-------------|--------------|
| Web services (Annex 1023_P) – 2022-2023       |  |  |  | 12 months | R8, 938.235 | R107, 258.80 |
| Web services (Annex 1023_P) – 2023-2024       |  |  |  | 12 months | R9, 385.145 | R112, 621.74 |
| Web services (Annex 1023_P) – 2024-2025       |  |  |  | 12 months | R9, 854.402 | R118, 252.83 |
| Net Price                                     |  |  |  |           |             | R338, 133.37 |
| VAT 15%                                       |  |  |  |           |             | R50, 720.00  |
| GROSS PRICE                                   |  |  |  |           |             | R388, 853.37 |

This quotation is subject to the following conditions:

1. Exchange rate fluctuations.
2. Supplier price fluctuations.
3. Any changes in customs and excise duties.

### Non-Executive Directors:

Ms M Mosidi (Chairperson), Ms S Byuma (Dr) (Deputy Chairperson), Ms S Moonsamy, Ms N Pieterse, Ms Z Hill, Ms O Ketsakile, Mr T Ratshitanga (Dr), Mr R Ramabulana, Mr W Vukela, Ms L Mseme, Ms J Morwane, Mr M Ratshimbilani

### Executive Directors:

Mr L Keyise (Interim Managing Director), Mr MK Kgauwe (Chief Financial Officer)  
Mr. V. Mphahuli: Company Secretary (Acting)

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Craig Smith

Senior Manager: Application Development and Maintenance;

Date

13 May 2022



Yours Sincerely,

Approved by:

An official departmental order note is required prior to this request being processed.

Confirm the price on placing the order.

The quotation is valid for 21 (twenty-one) business days from the SITA date of signature

4. Factors beyond SITA's control (e.g. freight, etc.) that may affect the price of the goods.
5. The warranty is for parts only.
6. Payment is strictly thirty (30) days from supply.
7. SITA does not supply any cables for network connectivity.
8. Where applicable, an addendum will be signed between the Department and SITA on commissioning of this service.
9. Only with the receipt of the Signed 'Approval/Non-Approval' section of this quotation together with your purchase order will be constituted as acceptance of this quotation for non-RFP requirements.
10. For RFP requirements only with the receipt of the Signed 'Approval/Non-Approval' section of this quotation together with your purchase order and related signed service level agreement or project charter or proposal will be constituted as acceptance of this quotation

# APPROVAL/NON-APPROVAL

Indicate your acceptance or rejection in the table provided and fax to 033-3953105 or email the CRM: zamo.buthelezi@SITA.co.za.

The official order note must accompany this page if the quote is accepted.

|                                                                                                                                                                                                                                      |                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-Disclosure of information relating to a (RFQ, RFP, URS etc.):                                                                                                                                                                    |                                                                                                                                                             |
| 1. On receipt of a SITA (RFQ, RFP, URS), the Client undertakes:                                                                                                                                                                      |                                                                                                                                                             |
| 1.1 to keep confidential all information (written, including information contained in electronic format, or oral) concerning the business and affairs of SITA that it shall have obtained or received from SITA through the RFP;     |                                                                                                                                                             |
| 1.2 not without SITA's written consent to disclose nor change the information in whole or in part to any other person save its employees involved in the implementation of this agreement, and who have a need to know the same; and |                                                                                                                                                             |
| 1.3 to use this information solely in connection with the implementation of this Proposal and not for its own benefit of any third party.                                                                                            |                                                                                                                                                             |
| 2. The provisions of Clause 1. shall not apply to the whole or any part information to the extent that it is:                                                                                                                        |                                                                                                                                                             |
| 2.1 already known to the recipient without obligation of confidence;                                                                                                                                                                 |                                                                                                                                                             |
| 2.2 independently developed by the recipient;                                                                                                                                                                                        |                                                                                                                                                             |
| 2.3 publicly available without breach of this agreement;                                                                                                                                                                             |                                                                                                                                                             |
| 2.4 rightfully received from a third party;                                                                                                                                                                                          |                                                                                                                                                             |
| 2.5 released for disclosure by the disclosing party with its written consent; or                                                                                                                                                     |                                                                                                                                                             |
| 2.6 required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law.                                                                                       |                                                                                                                                                             |
| ARS/ ITSM / REFERENCE NUMBER                                                                                                                                                                                                         | 1023_P                                                                                                                                                      |
| DEPARTMENT                                                                                                                                                                                                                           | Economic Development, Tourism and Environmental Affairs                                                                                                     |
| DESCRIPTION                                                                                                                                                                                                                          | Renewal of annex 1023_P                                                                                                                                     |
| TOTAL BUDGET AMOUNT (ONCE OFF) including VAT                                                                                                                                                                                         | R123, 347.62 including VAT (Year1)                                                                                                                          |
| VAT                                                                                                                                                                                                                                  | R129, 515.00 including VAT (Year2)                                                                                                                          |
| TOTAL BUDGET AMOUNT (RECURRENT) including VAT                                                                                                                                                                                        | R135, 990.75 including VAT (Year3)                                                                                                                          |
|                                                                                                                                                                                                                                      | Insert applicable data                                                                                                                                      |
| TICK WHICHEVER IS APPLICABLE                                                                                                                                                                                                         | ACCEPTED                                                                                                                                                    |
|                                                                                                                                                                                                                                      | NOT                                                                                                                                                         |
| SIGNED                                                                                                                                                                                                                               | <div> <div></div> <div> Signed by: Maxwell Mdumseni Buthelezi<br/> Signed at: 2022-05-30 13:56:04 +02:00<br/> Reason: I approve this document </div> </div> |
| FULL FIRST NAME AND SURNAME (IN PRINT)                                                                                                                                                                                               | Maxwell Mdumseni Buthelezi                                                                                                                                  |
| DESIGNATION OF SIGNED (IN PRINT)                                                                                                                                                                                                     | Director: Information Technology                                                                                                                            |
| DEPARTMENTAL ORDER NUMBER                                                                                                                                                                                                            |                                                                                                                                                             |
| FULL FIRST NAME AND SURNAME OF CONTACT PERSON (IN PRINT)                                                                                                                                                                             |                                                                                                                                                             |
| CONTACT PERSON'S TEL NO                                                                                                                                                                                                              | OFFICE 0332642732                                                                                                                                           |
|                                                                                                                                                                                                                                      | CELL 0827467061                                                                                                                                             |
| DELIVERY ADDRESS (IN PRINT)                                                                                                                                                                                                          |                                                                                                                                                             |
| DATE OF SIGNATURE                                                                                                                                                                                                                    | 30/05/22                                                                                                                                                    |



# Annex P to SLA 1023\_001: Information Management: Web Services

|                 |                |
|-----------------|----------------|
| Document No.    | 1023_P         |
| Version         | 3.0            |
| Author          | Gavin Goss     |
| Effective Date  | 1 April 2022   |
| Electronic File | 1023_P ver 3.0 |

**Annex P: Service Category****P1. Service Classification**

This Service is classified as Web Services in terms of the SITA Services Catalogue and as a non-mandatory service in terms of the SITA Act.

**P2. Reference(s)**

Web Services annex 1023\_P ver 2.0.

**P3. Benefit Statement**

| # | Aspect of business challenge                                                                                                     | Area                                          | Value statement                         |
|---|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------|
| 1 | Improvement of web content management.                                                                                           | Cost reduction                                | Ensure execution of department mandates |
| 2 | Providing the right web content, to the right people, at the right time, in the right format.                                    | Cost reduction                                | Web enabled client                      |
| 3 | To empower customers with adequate, quality web enabled content that will enable business process execution and decision making. | Ensure interoperability                       | Web enabled client                      |
| 4 | To provide customers competent advice.                                                                                           | Ensure interoperability                       | Informed client                         |
| 5 | To ensure a well maintained web content source.                                                                                  | Ensure interoperability<br>Reduce duplication | Up-to-date client web sites             |
| 6 | To enable customer access to secure web sites.                                                                                   | Security                                      | Secure client web access                |

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P4. Service Category: Information Management

P4.1 Service Metric: Web Services

| Service Offering | Service Description                                                                                                             | Configured Service                                                                                                  |                                                                                                      | Workload         |     | Service Components                     | Measurement                                                                                                            |                                       |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------|-----|----------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|                  |                                                                                                                                 | Basic Features                                                                                                      | Additional Features required                                                                         | Contracted       | Cap |                                        | Metric                                                                                                                 | Unit of measure                       |
| Web Services     | This service comprises the establishment and maintenance of the website/s or web applications so that content can be published. | Ensure availability of Website and functionality<br>All links on the production server should be live at all times. | Ensure availability as per:<br>a) Agreed site map<br>b) All links Menus, banners and navigation bars | All RFSSs logged |     | 1. Website/Web Application Maintenance | 95% of calls to be resolved within the resolution times<br>a) MTT respond: 8 Hours<br>b) MTT Resolve: 48 Hours         | % RFSSs completed within agreed time. |
|                  |                                                                                                                                 | Selected navigational option used consistently throughout the website/s<br><br>Added or improved functionality      |                                                                                                      | All RFSSs logged |     | 2. Website/Web Application Enhancement | 95% of calls to be resolved within the resolution times<br>a) MTT respond: 16 Hours<br>b) MTT Resolve: 60 working days | % RFSSs completed within agreed time. |

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|  |  |                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                     |                  |  |                              |                                                                                                                |                                       |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--|------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------|
|  |  | Document file types correctly viewed in MS Internet Explorer v4 or later version. Original source images to be kept in a separate directory for future use. Publishing content, approved by the client content manager | Delivery on the following:<br>a) pdf files<br>b) Hypertext v4.0. and HTML<br>c) doc files<br>d) xls and ppt files<br>e) dhtml<br>f) Updated directory structure<br>g) Grouping similar documents, images and<br>h) other web content                                                                                                                | All RFSSs logged |  | 3. Content Management        | 95% of calls to be resolved within the resolution times<br>a) MTT respond: 8 Hours<br>b) MTT Resolve: 48 Hours | % RFSSs completed within agreed time. |
|  |  | a) Compliance with standards file formats<br>b) UNICODE ISO/IEC 10646-1: 2000 compliance.<br>c) Use of web-safe colour as defined by the W3C.                                                                          | Delivery on the following:<br>a) Graphic images<br>i. Creative Design - Artwork Design<br>ii. Creative Design - Typographical Design<br>iii. Creative Design - Colour and Site Identity Maintenance<br>b) Illustrations<br>c) Icons and manipulated photographs to suit and blend into the overall theme of the current website.<br>d) Style sheets | All RFSSs logged |  | 4. Graphical Design & Layout | 95% of calls to be resolved within the resolution times<br>a) MTT respond: 8 Hours<br>b) MTT Resolve: 48 Hours | % RFSSs completed within agreed time. |

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|  |                                                                      |                     |                                                                                    |                                                                                                                                                                                  |                                                                  |
|--|----------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|  | Users are able to operate the systems efficiently. Quality Assurance | 12 months           | 5. Reporting                                                                       | a) Monthly Report on performance against SLA within 10 working days of the new month.<br>b) Quarterly Report on performance against SLA within 15 working days of the new month. | Report delivered                                                 |
|  | Compliance with defined security standards<br>Quality Assurance      | Report Availability | 6. Information Security Vulnerability Management                                   | 100% activities for this component delivered as per project plan                                                                                                                 | % activities delivered.                                          |
|  | Responsiveness and quality of Service Desk                           | None Available      | 7. Incident and Request Management: Monitoring and escalation                      | 90% Escalations as per agreed escalation procedure                                                                                                                               | Incident / Request Escalations                                   |
|  | Incident / Request Escalations                                       | None Available      | 8. Incident Management: Reporting on performance against all Incidents and Request | 90% Availability of Service Management Reporting Platform                                                                                                                        | Availability of Incident/ Request Management Performance Reports |
|  | Handling of complete acquisition process                             | None Available      | 9. Request Fulfilment                                                              | 100% Delivery against Project Plan.                                                                                                                                              | % Delivery                                                       |

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**P4.2 Services Detail**

| Service Category       | Service Sub Category | Service Component                      | Service Component Description                                                                                                                                                                                                                                                 | Service Measures | Definition of service measures                                                                                                                                           | Service Level Metrics                                                                                                      | Service Dependencies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|----------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Information Management | Web Services         | 1. Website/Web Application Maintenance | Ensure the Website is operational and available to users and all functionality operational.<br><br>Maintaining site structure and maintaining site navigational system.<br><br><b>Action:</b><br><i>Daily check of the Home page and links coming off the Home page only.</i> | Resolution time  | Each of the calls for enhancement per priority have specified resolution times which are rolled up across all priorities and performance is measured in a calendar month | 95% of calls to be resolved within the resolution times<br><br>a) MTT respond: 16 Hours<br>b) MTT Resolve: 72 Hours        | <ol style="list-style-type: none"> <li>1. Documented and detailed service requests per e-mail, logged via ARS or call tracking system.</li> <li>2. Timely approval by the client of quotations/proposals, before SITTA can commence with the task.</li> <li>3. Provision of signed user requirement specifications by the client content manager (this can be drawn up with the assistance of SITTA).</li> <li>4. The regular provision by the client of quality content in order to keep the site updated.</li> <li>5. Delivery according to contracted baseline on the following:               <ol style="list-style-type: none"> <li>a) Formal quotations/proposals where required</li> <li>b) Added functionality to the website</li> <li>c) Signed Acceptance certificates</li> <li>d) Updated documentation.</li> </ol> </li> </ol> |
| Information Management | Web Services         | 2. Website/Web Application Enhancement | Tasks that are required to make changes to the existing software as a result of changes in the operational environment or infrastructure changes.<br><br>Adaptive changes include changes required with upgrades of software.                                                 | Resolution time  | Each of the calls for enhancement per priority have specified resolution times which are rolled up across all priorities and performance is measured in a calendar month | 95% of calls to be resolved within the resolution times<br><br>a) MTT respond: 16 Hours<br>b) MTT Resolve: 60 working days | <ol style="list-style-type: none"> <li>1. Documented and detailed service requests per e-mail, logged via ARS or call tracking system.</li> <li>2. Timely approval by the client of quotations/proposals, before SITTA can commence with the task</li> <li>3. Provision of signed user requirement specifications by the client content manager (this can be drawn up with the assistance of SITTA).</li> <li>4. The regular provision by the client of quality content in order to keep the site updated.</li> </ol>                                                                                                                                                                                                                                                                                                                      |

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| Service Category       | Service Sub Category | Service Component            | Service Component Description                                                                                                                                                                                                                                                                     | Service Measures | Definition of service measures                                                                                                                                                  | Service Level Metrics                                                                                                          | Service Dependencies                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|----------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |                      |                              | <p>Perfective changes due to change business rules or requirements.</p> <p><b>Action:</b><br/>*Applicable to change/ task where effort is Not greater than 16 hours.</p>                                                                                                                          |                  |                                                                                                                                                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Information Management | Web Services         | 3. Content Management        | <p>Document file types correctly viewed in the browser.</p> <p><b>Action:</b><br/>Quarterly check for new file types and browser compatibility.</p>                                                                                                                                               | Resolution time  | Each of the calls for content management per priority have specified resolution times which are rolled up across all priorities and performance is measured in a calendar month | <p>95% of calls to be resolved within the resolution times</p> <p>MTT respond: 16 Hours</p> <p>MTT Resolve: 72 Hours</p>       | <ol style="list-style-type: none"> <li>1. Documented and detailed service requests per e-mail, logged via ARS, or call tracking system</li> <li>2. Availability of a client project officer and/or content manager</li> <li>3. Timely approval of content by the client, prior to publication on the production site</li> <li>4. The number of high, medium and low priority requests handled in a specific time period depends on their nature and complexity.</li> </ol> |
| Information Management | Web Services         | 4. Graphical Design & Layout | <p>Update and publishing website content</p> <p>a) Design of Artwork according to theme defining a unique corporate identity for the client website</p> <p>b) Design of Style sheets defining headings, body text, bulleted lists, typefaces and fonts</p> <p>c) Maintenance of site identity</p> | Resolution time  | Each of the calls for content management per priority have specified resolution times which are rolled up across all priorities and performance is measured in a calendar month | <p>95% of calls to be resolved within the resolution times:</p> <p>a) MTT respond: 8 Hours</p> <p>b) MTT Resolve: 48 Hours</p> | <ol style="list-style-type: none"> <li>1. Documented and detailed service requests per e-mail, logged via ARS, or call tracking system</li> <li>2. Availability of a client project officer and/or content manager</li> <li>3. Timely approval of content by the client, prior to publication on the production site</li> <li>4. The number of high, medium and low priority requests handled in a specific time period depends on their nature and complexity.</li> </ol> |

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| Service Category       | Service Sub Category | Service Component                                | Service Component Description                                                                                                                                                                                                                                  | Service Measures       | Definition of service measures                                          | Service Level Metrics                                                                                                                                                                       | Service Dependencies                                                                                                                                                                                                       |
|------------------------|----------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |                      |                                                  | providing unique corporate look and feel throughout the website                                                                                                                                                                                                |                        |                                                                         |                                                                                                                                                                                             |                                                                                                                                                                                                                            |
| Information Management | Web Services         | 5. Reporting                                     | Write report to the client.                                                                                                                                                                                                                                    | Report                 | Timely submission of application maintenance monthly/quarterly reports. | <p>a) Monthly Report on performance against SLA within 10 working days of the new month.</p> <p>b) Quarterly Report on performance against SLA within 15 working days of the new month.</p> | <ol style="list-style-type: none"> <li>1. Availability of critical SITA resources/skills</li> <li>2. Availability of the Client</li> <li>3. Client acceptance of report.</li> <li>4. Client approval on report.</li> </ol> |
| Information Management | Web Services         | 6. Information Security Vulnerability Management | Information security management is the pro-active and preventative activities to minimise any vulnerabilities and possible risks from negatively impacting business activities. SITA uses a comprehensive integrated program to detect, classify and report on | % activities delivered | Performance in percentage against the project activities met            | 100% activities for this component delivered as per project plan                                                                                                                            | <ol style="list-style-type: none"> <li>1. Availability of client for resources.</li> <li>2. Access to the client environment</li> </ol>                                                                                    |

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| Service Category              | Service Sub Category | Service Component                       | Service Component Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Service Measures                           | Definition of service measures                                                       | Service Level Metrics                                  | Service Dependencies                                                       |
|-------------------------------|----------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------|
|                               |                      |                                         | <p><b>vulnerabilities within the information systems infrastructure to ensure confidentiality, integrity and availability thereof is attained.</b></p> <p><b>It also includes the practice of identifying, classifying, remediating, and mitigating vulnerabilities.</b></p> <p><b>Information Security vulnerability management, comprised of vulnerability assessment, configuration compliance scanning, and remediation support, is an important IT security function.</b></p> <p><b>Action:</b><br/> <b>Monthly vulnerability assessments;</b><br/> <b>*Remediation of vulnerability where effort required is not greater than 16 hours per task.</b></p> |                                            | <p>70</p> <p>200</p> <p>80</p>                                                       |                                                        |                                                                            |
| <b>Information Management</b> | <b>Web Services</b>  | <b>7. Service Desk : Call Answering</b> | The handling of agreed inbound communication channels within acceptable response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Responsiveness and quality of Service Desk | Number of calls handled that have breached 20 seconds before being answered) / Total | a) 80% of calls handled in 20 seconds over a period of | Level of users' participation in the survey to obtain a reasonable sample. |

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| Service Category       | Service Sub Category | Service Component                                                                   | Service Component Description                                                                                                                                       | Service Measures                                                 | Definition of service measures                                                                                                                                                       | Service Level Metrics                                                      | Service Dependencies                                                                        |
|------------------------|----------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
|                        |                      |                                                                                     | times and quality levels.<br><br><b>Action:</b><br>Check call logging and process conducive to the providing an effective services.                                 |                                                                  | number of calls received for the calendar month (within stipulated service hours.)                                                                                                   | a) one calendar month.<br>b) 80% Satisfaction Levels, i.e. (Inbound calls) |                                                                                             |
| Information Management | Web Services         | 8. Incident and Request Management : Monitoring and escalation                      | Implementation of the Incident/ Request Management process supporting effective monitoring and escalation as defined by the escalation procedure with the Customer. | Incident / Request Escalations                                   | % of automated escalations carried out as per agreed escalation procedure.                                                                                                           | a) 90% escalations as per agreed escalation procedure                      | As per agreed scope of the escalation procedure enabled by the Customer and/or 3rd Parties. |
| Information Management | Web Services         | 9. Incident Management : Reporting on performance against all Incidents and Request | Provision of Incident/ Request Management reports on the performance of all Technical Support environments.                                                         | Availability of Incident/ Request Management Performance Reports | Provision of access to automated reports on:<br>a) Mean Time to Resolve (MTTR) per Service category and priority<br>b) Mean Time to Respond (MTTR) per service category and priority | a) 90% Availability of Service Management Reporting Platform<br><br>b)     | Customer and/or 3rd Parties must have internet access.                                      |

**Note:**

\*Tasks requiring more than 16 hours effort each will be treated as time and materials and costed accordingly. Such will be quoted for and actioned upon acceptance thereof.

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P5. Roles and responsibilities

| Service Sub-Category | Responsibilities                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                        |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | SITA                                                                                                                                                                                                                                                                                                                                 | Client                                                                                                                                                                                                 |
| Web Services         | <ol style="list-style-type: none"><li>1. Ensure availability of knowledgeable resources</li><li>2. Ensure correct service requirement definition and contracting thereof.</li><li>3. Service delivery according to requirements.</li><li>4. Solution implementation and maintenance.</li><li>5. Feedback and/or reporting.</li></ol> | <ol style="list-style-type: none"><li>1. To provide knowledgeable resources and ensure their continuity.</li><li>2. To provide relevant information required for service delivery timeously.</li></ol> |

77 247 247 VPM

## P6. Pricing (Fixed)

### P.6.1 Monthly Cost - Fixed Pricing (Including VAT)

| Service / Application         | Service Elements and deliverables                                                                                                                                                                                                         | Service/Support Availability hours                                                       | Measurement criteria / Target                                                           | Service Category / Priority | Cost per Month (Excluding VAT) | Cost per Month (Including VAT) |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------|--------------------------------|--------------------------------|
| Intranet and Internet Website | 1. Maintenance<br>2. Enhancement<br>3. Content management<br>4. Graphical Design & Layout<br>5. Reporting<br>6. IS Vulnerability management (Annual and On Demand assessments & remedial action where possible within the budgeted hours) | a) Service Availability: 24 hours<br>b) Service support: Business hours (07h45 to 16h30) | Resolve: eight hours. (subject to reclassification or negotiation by SITA web manager.) | Medium                      | R8 737,12                      | R10 278,97                     |

#### Note:

Notice of the request must be given the day before. Resolve time 8hours unless if request is any time from 5pm onwards then the resolve is by 10am next morning. This is specifically for content management.

P.6.2 Service Management Costs (Including VAT)

| Service Element / Application | Resources          | Cost per call (Including VAT) | Annual Cost (Including VAT)      |
|-------------------------------|--------------------|-------------------------------|----------------------------------|
| Service Management            | Call centre agents | R76.00                        | R76.00 * number of calls logged. |

Note:

The above pricing is only applicable when the helpdesk is used. Billing will be based on number of calls logged.

P.6.3 Annual Recurring Costs (Including VAT)

| Service / Application                               | Year 1<br>(2022-2023) | Year 2<br>(2023-2024) | Year 3<br>(2024-2025) |
|-----------------------------------------------------|-----------------------|-----------------------|-----------------------|
| Web Services<br>(Excluding service management cost) | R123 347,62           | R129 515,00           | R135 990,75           |

Note:

The above annual price escalation is based on the estimated 5.8% CPI price adjustment.  
The above costing excludes the ad hoc costs and excludes SMC costs.

77 244 84

P7.Penalties

If SITA fails to achieve the service levels that are stipulated above, and provided that such a failure is not caused by a failure of the Client to comply with its obligations and duties in terms of this SLA, SITA shall compensate the Client by raising a credit note of 2.5% on the particular months invoice. Credit notes will not be processed for such penalties in the event of the Client's Account being in the arrears.

P8. Dependencies and constraints

P8.1 Dependencies:

- 1. Service dependencies are:
  - a) Availability of infrastructure.
  - b) Quality data and information sources.

P8.2 Constraints:

- 1. Availability of trained and adequate resources.
- 2. Budgetary constraint from client environment.
- 3. Availability of infrastructure.
- 4. Availability of data.
- 5. Availability of funds.
- 6. Formalisation of business rules used for reporting.

CONFIDENTIAL

P9. Certification:

We hereby certify that this Annex covers the full extent of the Web Services as required. We further accept the service and the price accordingly.

This Annex shall be effective from 1 April 2022 until 31 March 2025.

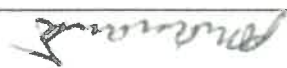
Thus done and signed at Pietermaritzburg on this 15 day of December 20 21

Signed by Brightboy Nhlakanipho Nkontwana  
Signed at: 2021-12-15 23:01:02 +02:00  
Reason: I approve this document

Full names: Brightboy Nhlakanipho Nkontwana

On behalf of KwaZulu-Natal: Department of Economic Development, Tourism and Environmental Affairs  
And duly authorised thereto

Thus done and signed at Pietermaritzburg on this 24 day of December 20 21



Full names: Vusi Manana

On behalf of State Information Technology Agency SOC Ltd  
And duly authorised thereto

Signed by Vusi Manana  
Signed at: 2021-12-17 08:41:17 +02:00  
Reason: I approve this document



BV

Report Date:

02 Jun 2022 08:29:18.763 AM

Report Ran By:

phumille.madondo@kznedtea.gov.za

## CSD REGISTRATION REPORT

### SUPPLIER IDENTIFICATION

|                      |                                                             |                                              |                          |
|----------------------|-------------------------------------------------------------|----------------------------------------------|--------------------------|
| Supplier number      | MAAA0146218                                                 | Country of origin                            | South Africa             |
| Is supplier active?  | Yes                                                         | South African company/CC registration number | 1999/001899/30           |
| Supplier type        | CIPC Company                                                | Have Bank Account                            | Yes                      |
| Supplier sub-type    | State Owned Company                                         | Registration date                            | 29 Jan 1999 00:00:00:000 |
| Legal name           | STATE INFORMATION TECHNOLOGY AGENCY                         | Created by                                   | bavka.munien@sita.co.za  |
| Trading name         | State Information Technology Agency SOC Ltd.                | Created date                                 | 23 May 2016 11:41:35:000 |
| Identification type  | South African Company/Close Corporation Registration Number | Edit by                                      | bavka.munien@sita.co.za  |
| Government breakdown | State Owned Company (SOC Ltd)                               | Edit date                                    | 06 May 2022 12:08:11:273 |
| Business status      | In Business                                                 | Restricted Supplier                          | No                       |

### SUPPLIER CONTACT INFORMATION

|                                 |                                     |                  |                                                  |                           |
|---------------------------------|-------------------------------------|------------------|--------------------------------------------------|---------------------------|
| CONTACT 1                       | Contact type                        | Administration   | Do you want this contact to also be a CSD user ? | Yes                       |
| Is this your preferred Contact? | Yes                                 | Created by       | bavka.munien@sita.co.za                          | 23 May 2016 11:41:35:567  |
| Name(s)                         | Bavka                               | Created date     | bavka.munien@sita.co.za                          | 23 May 2016 11:41:35:567  |
| Surname                         | Munien                              | Edit by          | bavka.munien@sita.co.za                          | 23 May 2016 11:41:35:567  |
| Identification type             | South African Identification Number | Edit date        | bavka.munien@sita.co.za                          | 23 May 2016 11:41:35:567  |
| Prefer communication via email  | Yes                                 | Cellphone number | bavka.munien@sita.co.za                          | 0833762156                |
| Email address                   | bavka.munien@sita.co.za             | Contact type     | Finance                                          |                           |
| CONTACT 2                       | Contact type                        | Finance          | Email address                                    | tasnim.vorajee@sita.co.za |



national treasury  
Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

Report Date:

02 Jun 2022 08:29:18.795 AM

Report Ran By:

phumlile.madondo@kznedtea.gov.za

## CSD REGISTRATION REPORT

| Is this your preferred Contact? | Name(s)                  | Surname                                          | Identification type                 | Prefer communication via cellphone | Prefer communication via email |
|---------------------------------|--------------------------|--------------------------------------------------|-------------------------------------|------------------------------------|--------------------------------|
| No                              | Tasnim                   | Vorajee                                          | South African Identification Number | Yes                                | Yes                            |
| Telephone number                | 01248222122              | Cellphone number                                 | 0826745050                          | Fax number                         | 0866321133                     |
| Website address                 | www.sita.co.za           | Do you want this contact to also be a CSD user ? | Yes                                 | Created by                         | bavika.munien@sita.co.za       |
| Created date                    | 23 May 2016 11:41:35:630 | Edit by                                          | bavika.munien@sita.co.za            | Edit date                          | 26 May 2016 09:58:00:000       |

## SUPPLIER ADDRESS INFORMATION

| ADDRESS 1                    |                          | ADDRESS 2                    |  |
|------------------------------|--------------------------|------------------------------|--|
| Is this a preferred address? |                          | Is this a preferred address? |  |
| Address line 1               | Address line 1           |                              |  |
| Address line 2               | Address line 2           |                              |  |
| Suburb                       | Suburb                   |                              |  |
| Province                     | Province                 |                              |  |
| Municipality                 | Municipality             |                              |  |
| City                         | City                     |                              |  |
| Yes                          | No                       |                              |  |
| 459 Tsitsa Street            | P. O. Box 26100          |                              |  |
| Erasmuskloof                 | Monument Park            |                              |  |
| Erasmuskloof                 | Monument Park            |                              |  |
| Gauteng                      | Gauteng                  |                              |  |
| City of Tshwane              |                          |                              |  |
| Pretoria                     |                          |                              |  |
|                              |                          |                              |  |
|                              |                          |                              |  |
| Postal code                  | Ward Number              |                              |  |
|                              |                          |                              |  |
| Country                      | Country                  |                              |  |
| This address S/A delivery    |                          |                              |  |
| Created by                   | Created by               |                              |  |
| Created date                 | Created date             |                              |  |
| Edit by                      | Edit by                  |                              |  |
| Edit date                    | Edit date                |                              |  |
| 0001                         | 42                       |                              |  |
| South Africa                 | South Africa             |                              |  |
| Yes                          |                          |                              |  |
| bavika.munien@sita.co.za     | bavika.munien@sita.co.za |                              |  |
| 23 May 2016 09:49:51:000     | 23 May 2016 11:41:35:537 |                              |  |
| bavika.munien@sita.co.za     | bavika.munien@sita.co.za |                              |  |
| 23 May 2016 09:51:54:000     |                          |                              |  |
| Edit by                      | Edit by                  |                              |  |
| Created date                 | Created date             |                              |  |
| Country                      | Country                  |                              |  |
| Ward Number                  | Ward Number              |                              |  |
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CENTRAL SUPPLIER  
DATABASE  
FOR GOVERNMENT

Report Date:

02 Jun 2022 08:29:18.810 AM

Report Ran By:

phumille.madondo@kznedtea.gov.za

## CSD REGISTRATION REPORT

|              |                 |           |                          |
|--------------|-----------------|-----------|--------------------------|
| Municipality | City of Tshwane | Edit date | 23 May 2016 11:41:35:553 |
| City         | Pretoria        |           |                          |
| Postal code  | 0105            |           |                          |

## SUPPLIER BANK ACCOUNT

| BANK ACCOUNT 1               |                               |                                      |                                    |
|------------------------------|-------------------------------|--------------------------------------|------------------------------------|
| Account type                 | Current Accounts              | Created by                           | davika munien@sita.co.za           |
| Bank                         | STANDARD BANK OF SOUTH AFRICA | Created date                         | 02 Jun 2016 13:03:20:000           |
| Branch number                | 051001                        | Edit by                              | csd.safetynetbatch@treasury.gov.za |
| Branch name                  | STANDARD BANK SOUTH AFRICA    | Edit date                            | 30 Jun 2016 16:13:23:363           |
| Account number               | 410298158                     | Bank Verification Status             | Verification Succeeded             |
| Account holder               | SITA SOC LTD                  | Foreign Bank Account                 | No                                 |
| Is this a preferred account? | Yes                           | Is the identifier linked at the bank | Yes                                |
| Active start date            | 23 May 2016 09:52:42:000      | Is this a Shared Funding Account     | No                                 |

## TAX INFORMATION

|                                |                          |                    |                                   |
|--------------------------------|--------------------------|--------------------|-----------------------------------|
| Income tax number              | 9511089642               | Overall Tax Status | Tax Compliant                     |
| VAT number                     | 4450180346               | Created by         | davika munien@sita.co.za          |
| Is this supplier a VAT vendor? | Yes                      | Created date       | 23 May 2016 11:41:35:000          |
| PAYE number                    | 7940712401               | Edit by            | csd.reveritybatch@treasury.gov.za |
| Are you Registered with SARS?  | Yes                      | Edit date          | 06 May 2022 12:08:11:000          |
| Last validation date           | 02 Jun 2022 08:29:00:000 |                    |                                   |



national treasury  
Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

## CSD REGISTRATION REPORT

### B-BEE INFORMATION

|                  |                          |
|------------------|--------------------------|
| Certificate type | None                     |
| Created by       | bavika.munien@sita.co.za |
| Created date     | 23 May 2016 11:41:41:897 |
| Edit by          | bavika.munien@sita.co.za |
| Edit date        | 22 Jun 2016 09:57:15:000 |

### DIRECTORS/MEMBERS/OWNERS INFORMATION

|                                            |  |                                                      |          |
|--------------------------------------------|--|------------------------------------------------------|----------|
| <b>DIRECTOR/MEMBER 1</b>                   |  | Director type                                        | Director |
| Director status                            |  | Active                                               |          |
| Name(s)                                    |  | LUVUYO                                               |          |
| Surname                                    |  | KEYISE                                               |          |
| Country                                    |  | South Africa                                         |          |
| Identification type                        |  | South African Identification Number                  |          |
| South African identification number        |  | 7412195365085                                        |          |
| Work permit                                |  | 00000000                                             |          |
| Appointment date                           |  | 28 Jan 2020 00:00:00:000                             |          |
| Owner                                      |  | No                                                   |          |
| Created by                                 |  | csd.revenfybatch@treasury.gov.za                     |          |
| <b>DIRECTOR/MEMBER 2</b>                   |  | Director type                                        | Director |
| Director status                            |  | Active                                               |          |
| Name(s)                                    |  | MOLATLHEGI KHUNOU                                    |          |
| Surname                                    |  | KGAUWE                                               |          |
| Created date                               |  | 19 May 2020 11:51:49:000                             |          |
| Edit by                                    |  | csd.revenfybatch@treasury.gov.za                     |          |
| Edit date                                  |  | 22 Feb 2022 15:40:57:000                             |          |
| Restricted Supplier                        |  | No                                                   |          |
| Restriction Last Verification Date         |  | 02 Jun 2022 08:29:05:777                             |          |
| Government Employee                        |  | Yes                                                  |          |
| Department                                 |  | Ithala SOC Ltd, State Information Technology Agency, |          |
| Government Employee Last Verification Date |  | 02 Jun 2022 08:29:05:323                             |          |
| SA identification number                   |  | 19 May 2022 12:35:11:500                             |          |
| SA identification number                   |  | 19 May 2022 12:35:11:500                             |          |
| Created date                               |  | 09 Feb 2021 09:39:08:000                             |          |
| Edit by                                    |  | csd.revenfybatch@treasury.gov.za                     |          |
| Edit date                                  |  | 22 Feb 2022 15:40:52:000                             |          |
| Restricted Supplier                        |  | No                                                   |          |



Report Date:

02 Jun 2022 08:29:18.841 AM

Report Ran By:

phumille.madondo@kznedtea.gov.za

## CSD REGISTRATION REPORT

| Country                             | South Africa                        | Restriction Last Verification Date         | 02 Jun 2022 08:29:05:777               |
|-------------------------------------|-------------------------------------|--------------------------------------------|----------------------------------------|
| Identification type                 | South African Identification Number | Government Employee                        | Yes                                    |
| South African identification number | 8011225460087                       | Department                                 | State Information Technology Agency;   |
| Work permit                         | 0000000                             | Government Employee Last Verification Date | 02 Jun 2022 08:29:05:323               |
| Appointment date                    | 01 Dec 2020 00:00:00:000            | SA identification number                   | 19 May 2022 12:35:11:533               |
| Owner                               | No                                  | Companies involved in verification date    | MAAA0597042;                           |
| Created by                          | csd.reveritybatch@treasury.gov.za   |                                            |                                        |
| Director type                       | Director                            | Created date                               | 22 Feb 2022 15:40:52:000               |
| Director status                     | Active                              | Edit by                                    | csd.reveritybatch@treasury.gov.za      |
| Name(s)                             | MAKANO                              | Edit date                                  | 22 Feb 2022 15:40:52:000               |
| Surname                             | MOSIDI                              | Restricted Supplier                        | No                                     |
| Country                             | South Africa                        | Restriction Last Verification Date         | 02 Jun 2022 08:29:05:777               |
| Identification type                 | South African Identification Number | Government Employee                        | No                                     |
| South African identification number | 6401250295080                       | Government Employee Last Verification Date | 02 Jun 2022 08:29:05:323               |
| Work permit                         | 0000000                             | SA identification number                   | 19 May 2022 12:35:11:547               |
| Appointment date                    | 01 Feb 2022 00:00:00:000            | SA identification number verification date | MAAA0169164; MAAAO791922; MAAA1132608; |
| Owner                               | No                                  | Companies involved in verification date    |                                        |
| Created by                          | csd.reveritybatch@treasury.gov.za   |                                            |                                        |
| Director type                       | Director                            | Created date                               | 22 Feb 2022 15:40:53:000               |
| Director status                     | Active                              | Edit by                                    | csd.reveritybatch@treasury.gov.za      |
| Name(s)                             | MOTLHAGO STELLA                     | Edit date                                  | 22 Feb 2022 15:40:53:000               |
| Surname                             | BVUMA                               | Restricted Supplier                        | No                                     |
| Country                             | South Africa                        | Restriction Last Verification Date         | 02 Jun 2022 08:29:05:777               |







Report Date:

02 Jun 2022 08:29:18.888 AM

Report Ran By:

phumlile.madondo@kznedtea.gov.za

## CSD REGISTRATION REPORT

|                                     |                                     |                                            |                                                                  |
|-------------------------------------|-------------------------------------|--------------------------------------------|------------------------------------------------------------------|
| South African identification number | 7510075533084                       | Department                                 | State Information Technology Agency                              |
| Work permit                         | 0000000                             | Government Employee Last Verification Date | 02 Jun 2022 08:29:05:340                                         |
| Appointment date                    | 01 Feb 2022 00:00:00:000            | SA identification number Verified          | Yes                                                              |
| Owner                               | No                                  | SA identification number verification date | 19 May 2022 12:35:11:610                                         |
| Created by                          | csd.revenfybatch@treasury.gov.za    | Companies involved in                      | MAAA0004912; MAAA0081076; MAAA0173338; MAAA0999500;              |
| DIRECTORMEMBER 7                    |                                     |                                            |                                                                  |
| Director type                       | Director                            | Created date                               | 22 Feb 2022 15:40:57:000                                         |
| Director status                     | Active                              | Edit by                                    | csd.revenfybatch@treasury.gov.za                                 |
| Name(s)                             | VINCENT MATODZI                     | Edit date                                  | 22 Feb 2022 15:40:57:000                                         |
| Surname                             | RATSHIMBILANI                       | Restricted Supplier                        | No                                                               |
| Country                             | South Africa                        | Restriction Last Verification Date         | 02 Jun 2022 08:29:05:793                                         |
| Identification type                 | South African Identification Number | Government Employee                        | No                                                               |
| South African identification number | 7309056184086                       | Government Employee Last Verification Date | 02 Jun 2022 08:29:05:340                                         |
| Work permit                         | 0000000                             | SA identification number Verified          | Yes                                                              |
| Appointment date                    | 01 Feb 2022 00:00:00:000            | SA identification number verification date | 19 May 2022 12:35:11:640                                         |
| Owner                               | No                                  | Companies involved in                      | MAAA0014411; MAAA0333974; MAAA0354850; MAAA0886018; MAAA0906162; |
| Created by                          | csd.revenfybatch@treasury.gov.za    |                                            |                                                                  |
| DIRECTORMEMBER 8                    |                                     |                                            |                                                                  |
| Director type                       | Director                            | Created by                                 | csd.revenfybatch@treasury.gov.za                                 |
| Director status                     | Active                              | Created date                               | 22 Feb 2022 15:40:58:000                                         |
| Name(s)                             | NOLITHA                             | Edit by                                    | csd.revenfybatch@treasury.gov.za                                 |
| Surname                             | PIETERSEN                           | Edit date                                  | 22 Feb 2022 15:40:58:000                                         |
| Country                             | South Africa                        | Restricted Supplier                        | No                                                               |
| Identification type                 | South African Identification Number | Restriction Last Verification Date         | 02 Jun 2022 08:29:05:793                                         |



## CSD REGISTRATION REPORT

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|                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |    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| South African identification number | 8209120627087 | Government Employee      | No | 02 Jun 2022 08:29:05:340 | Yes                      | 19 May 2022 12:35:11:657 | MAAA0075525; MAAA0549387; MAAA0750061; | Companies involved in verification date    | SA identification number | SA identification number Verified | Government Employee | Created by | csd.reveritybatch@treasury.gov.za                 | Created date             | 22 Feb 2022 15:40:59:000 | Edit by                  | csd.reveritybatch@treasury.gov.za | Edit date                         | 22 Feb 2022 15:40:59:000 | Restricted Supplier | No                                                | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Created by | csd.reveritybatch@treasury.gov.za                 | Created date             | 22 Feb 2022 15:41:00:000 | Edit by                  | csd.reveritybatch@treasury.gov.za | Edit date                         | 22 Feb 2022 15:41:00:000 | Restricted Supplier | No                                                | 02 Jun 2022 08:29:05:840 | Restriction Last Verification Date |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |         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        |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |   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                  |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |                          |                          |                                   |                     |            |                                                   |                          |     |           |
| Work permit number                  | 0000000       | 01 Feb 2022 00:00:00:000 | No | 00000000                 | 01 Feb 2022 00:00:00:000 | No                       | Department                             | Government Employee Last Verification Date | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes                      | 19 May 2022 12:35:11:673 | SA identification number          | SA identification number Verified | Government Employee      | Department          | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes                      | 19 May 2022 12:35:11:673 | SA identification number          | SA identification number Verified | Government Employee      | Department          | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes                                | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; 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| 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:673 | SA identification number | SA identification number Verified | Government Employee | Department | National Communications and Digital Technologies; | 02 Jun 2022 08:29:05:340 | Yes | 19 May 20 |





Report Date:

02 Jun 2022 08:29:18.920 AM

Report Ran By:

phumile.madondo@kznedtea.gov.za

## CSD REGISTRATION REPORT

|                                     |               |                     |    |                          |     |                          |            |                                   |              |                          |                                   |           |                          |                     |    |                          |                     |     |                                            |                                            |                          |                                   |     |                          |            |                                   |              |                          |                                   |           |                          |                     |    |                          |                     |    |                          |                                     |               |          |        |         |            |              |                                     |               |               |                    |                 |        |         |         |         |            |         |              |                     |                                     |                                     |
|-------------------------------------|---------------|---------------------|----|--------------------------|-----|--------------------------|------------|-----------------------------------|--------------|--------------------------|-----------------------------------|-----------|--------------------------|---------------------|----|--------------------------|---------------------|-----|--------------------------------------------|--------------------------------------------|--------------------------|-----------------------------------|-----|--------------------------|------------|-----------------------------------|--------------|--------------------------|-----------------------------------|-----------|--------------------------|---------------------|----|--------------------------|---------------------|----|--------------------------|-------------------------------------|---------------|----------|--------|---------|------------|--------------|-------------------------------------|---------------|---------------|--------------------|-----------------|--------|---------|---------|---------|------------|---------|--------------|---------------------|-------------------------------------|-------------------------------------|
| South African identification number | 8511150634085 | Government Employee | No | 02 Jun 2022 08:29:05:340 | Yes | 19 May 2022 12:35:11:703 | Created by | csd.reveritybatch@treasury.gov.za | Created date | 22 Feb 2022 15:41:01:000 | csd.reveritybatch@treasury.gov.za | Edit date | 22 Feb 2022 15:41:01:000 | Restricted Supplier | No | 02 Jun 2022 08:29:05:853 | Government Employee | Yes | National Public Service and Administration | Government Employee Last Verification Date | 02 Jun 2022 08:29:05:340 | SA identification number Verified | Yes | 19 May 2022 12:35:11:720 | Created by | csd.reveritybatch@treasury.gov.za | Created date | 22 Feb 2022 15:41:02:000 | csd.reveritybatch@treasury.gov.za | Edit date | 22 Feb 2022 15:41:02:000 | Restricted Supplier | No | 02 Jun 2022 08:29:05:853 | Government Employee | No | 02 Jun 2022 08:29:05:853 | South African identification number | 8409245461087 | Director | Active | RENDANI | RAMABULANA | South Africa | South African Identification Number | 8409245461087 | Director type | DIRECTOR/MEMBER 12 | Director status | Active | Name(s) | RENDANI | Surname | RAMABULANA | Country | South Africa | Identification type | South African identification number | South African identification number |
|-------------------------------------|---------------|---------------------|----|--------------------------|-----|--------------------------|------------|-----------------------------------|--------------|--------------------------|-----------------------------------|-----------|--------------------------|---------------------|----|--------------------------|---------------------|-----|--------------------------------------------|--------------------------------------------|--------------------------|-----------------------------------|-----|--------------------------|------------|-----------------------------------|--------------|--------------------------|-----------------------------------|-----------|--------------------------|---------------------|----|--------------------------|---------------------|----|--------------------------|-------------------------------------|---------------|----------|--------|---------|------------|--------------|-------------------------------------|---------------|---------------|--------------------|-----------------|--------|---------|---------|---------|------------|---------|--------------|---------------------|-------------------------------------|-------------------------------------|



The CSD does not automatically verify foreign company registration number, international securities identification number, foreign bank account numbers, B-BCE, demographic numbers, foreign bank account numbers, foreign identification numbers, foreign passport numbers, work permit numbers, as per their current policies and procedures.

|                                     |                                     |                                     |                                     |                                   |                                   |                                  |                                                                                     |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|----------------------------------|-------------------------------------------------------------------------------------|
| Work permit                         | 00000000                            | 01 Feb 2022 00:00:00:000            | No                                  | SA identification number          | SA identification number          | 19 May 2022 12:35:11:737         | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Appointment date                    | 01 Feb 2022 00:00:00:000            | 01 Feb 2022 00:00:00:000            | No                                  | SA identification number Verified | SA identification number Verified | Yes                              | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Owner                               |                                     |                                     |                                     |                                   |                                   |                                  |                                                                                     |
| Work permit number                  | 00000000                            | 00000000                            | No                                  | SA identification number Verified | SA identification number Verified | Yes                              | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| South African identification number | 6803100006080                       | 6803100006080                       | 6803100006080                       | Government Employee               | Government Employee               | Yes                              | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Identification type                 | South African Identification Number | South African Identification Number | South African Identification Number | Restricion Last Verification Date | Restricion Last Verification Date | No                               | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Country                             | South Africa                        | South Africa                        | South Africa                        | Restricted Supplier               | Restricted Supplier               | No                               | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Surname                             | MSEME                               | MSEME                               | MSEME                               | Edit date                         | Edit date                         | 22 Feb 2022 15:41:03:000         | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Name(s)                             | LAURA                               | LAURA                               | LAURA                               | Edit by                           | Edit by                           | csd.revenfybatch@treasury.gov.za | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Director status                     | Active                              | Active                              | Active                              | Created date                      | Created date                      | 22 Feb 2022 15:41:03:000         | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Director type                       | Director                            | Director                            | Director                            | Created by                        | Created by                        | csd.revenfybatch@treasury.gov.za | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| DIRECTOR/MEMBER 13                  |                                     |                                     |                                     |                                   |                                   |                                  |                                                                                     |
| Work permit                         | 00000000                            | 00000000                            | No                                  | SA identification number          | SA identification number          | 19 May 2022 12:35:11:737         | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Appointment date                    | 01 Feb 2022 00:00:00:000            | 01 Feb 2022 00:00:00:000            | No                                  | SA identification number Verified | SA identification number Verified | Yes                              | MAAA0081435; MAAA0081561<br>MAAA0081726; MAAA0382206<br>MAAA0719258; MAAA1014583... |
| Owner                               |                                     |                                     |                                     |                                   |                                   |                                  |                                                                                     |

# CSD REGISTRATION REPORT

Report Date: 02 Jun 2022 08:29:18.951 AM  
Report Ran By: phumille.madondo@kznredtea.gov.za



## CSD REGISTRATION REPORT

### Tips and Frequently Asked Questions (FAQ)

#### Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

#### Bank

For help on how to resolve bank failures click here: I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.  
The various possible error messages received from the bank are highSemiBolded in red. Search for the applicable message and follow the detailed steps associated with that error message.

#### Tax

##### Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: What should a supplier do if the tax status on CSD difference from the tax clearance certificate?

##### Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: How does CSD determine the tax compliance expiry date?

#### CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?

#### State Employee

For more information pertaining to government employment status click here: Will there be verification done to identify if a supplier is a government employee?

#### BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.



# Contents

|    |                                                                                              |
|----|----------------------------------------------------------------------------------------------|
| 5  | Rectals                                                                                      |
| 6  | 1 Definitions                                                                                |
| 10 | 2 Parties to this Agreement                                                                  |
| 11 | 3 Statement of purpose                                                                       |
| 11 | 4 Interpretation of this Business Agreement                                                  |
| 11 | 5 Duration of Business Agreement                                                             |
| 12 | 6 Termination of this Business Agreement                                                     |
| 12 | 7 Confidentiality                                                                            |
| 13 | 8 Business relationship between the Parties                                                  |
| 14 | 9 Information systems security                                                               |
| 15 | 10 Data privacy                                                                              |
| 16 | 11 SITA's obligations under this Business Agreement                                          |
| 19 | 12 The Client's obligations under this Business Agreement                                    |
| 20 | 13 Pricing                                                                                   |
| 22 | 14 Payment terms                                                                             |
| 24 | 15 Indemnity                                                                                 |
| 24 | 16 Breach of Business Agreement                                                              |
| 25 | 17 Dispute resolution and non-compliance with Regulations                                    |
| 25 | 17.1 Disputes                                                                                |
| 25 | 17.2 Non-compliance with Regulations                                                         |
| 26 | 18 Vis major                                                                                 |
| 26 | 19 Ownership of intellectual property rights                                                 |
| 27 | 20 General terms and conditions                                                              |
| 28 | 21 Costs                                                                                     |
| 28 | 22 Domicilia citandi et executandi                                                           |
| 28 | 22.3 Domicilia citandi et executandi                                                         |
| 34 | 23 Signatures                                                                                |
| 34 | 23.1 the KwaZulu-Natal Office of the Premier                                                 |
| 35 | 23.2 the KwaZulu-Natal Department of Agriculture and Rural Development                       |
| 35 | 23.3 the KwaZulu-Natal Department of Arts and Culture                                        |
| 35 | 23.4 the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs |
| 36 | 23.5 the KwaZulu-Natal Department of Education                                               |
| 37 | 23.6 the KwaZulu-Natal Provincial Treasury                                                   |
| 37 | 23.7 the KwaZulu-Natal Department of Health                                                  |
| 38 | 23.8 the KwaZulu-Natal Department of Human Settlements                                       |
| 38 | 23.9 the KwaZulu-Natal Department of Community Safety and Liaison                            |
| 39 | 23.10 the KwaZulu-Natal Department of Sports and Recreation                                  |
| 39 | 23.11 the KwaZulu-Natal Department of Cooperative Governance and Traditional Affairs         |
| 40 | 23.12 the KwaZulu-Natal Department of Transport                                              |
| 40 | 23.13 the KwaZulu-Natal Department of Social Development                                     |
| 41 | 23.14 the KwaZulu-Natal Department of Public Works                                           |
| 41 | 23.15 the SITA (SOC) Ltd                                                                     |
| 42 | Annex A: The tasking instrument                                                              |
| 42 | A.1 Documents                                                                                |
| 42 | A.1.1 The Request for Information (RFI)                                                      |
| 42 | A.1.2 The Request for Proposal (RFP)                                                         |
| 42 | A.1.3 The Request for Quotation (RFQ)                                                        |
| 42 | A.1.4 The service level agreement                                                            |

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|    |                                         |
|----|-----------------------------------------|
| 47 | A.1.5 The purchase order.....           |
| 42 | A.2 Procedure.....                      |
| 45 | Annex B: Subsistence and travel.....    |
| 45 | B.1 Subsistence and travel (local)..... |
| 45 | B.2 Assistance and other expenses.....  |
| 45 | B.3 Recovery of cost.....               |
| 46 | B.4 Travelling cost (foreign).....      |

1059 RA Rev 1.0  
With tracked changes by OTP  
23/11/20

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## Recitals

WHEREAS, SITA was established in terms of the Act, to provide information technology, information systems and related services in a maintained information systems security environment (o, and on behalf of, participating departments and organs of state and in regard to these services, acts as an agent of the South African Government;

WHEREAS, section 20 of the Act requires conclusion of a business agreement to regulate the relationship between individual departments or organs of state and SITA;

WHEREAS, the Client and SITA wish to rescind any previous written or verbal business agreement, and enter into a new business agreement; and

WHICHLAS, this Business Agreement governs the relationship between the Client and SITA;

IT IS NOW THEREFORE RESOLVED that the Client and SITA hereby enter into the following Business Agreement;

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## 1 Definitions

For the purpose of this Business Agreement, unless the context otherwise indicates, the following words and phrases must have the meanings assigned to them below and cognate expressions must have corresponding meanings:

"Act" means the State Information Technology Agency Act, 1998 (Act No. 88 of 1998), and includes the regulations made in terms of the Act;

"Agent" means a party that has the express (oral or written) authority to act for another (the principal). The agent acts under the delegated authority of the principal;

"Agency" means a juristic entity known as SITA as fully described in clause 1.1.2.7, a company established to provide information technology, information systems and related services to, or on behalf of, government departments;

"Business Agreement" means this Business Agreement as envisaged under section 20 of the Act, and includes all documentation appended or annexed hereto and signed by the Parties;

Chief Executive Officer" means "Managing Director" as defined in the SITA Act, 1998;

"Client" means the KwaZulu-Natal Office of the Premier and each KwaZulu-Natal Provincial Department that is a signatory to this Business Agreement;

"Confidential information" means any information or data, irrespective of the form or medium in which it is stored, which is not in the public domain and which becomes available to a Party as a consequence of this Business Agreement or any related service level agreement or SITA proposal accepted by the Client or project charter, including information or data which is prohibited from disclosure by virtue of:

- (a) the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000);
- (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Business Agreement or a related service level agreement or project charter;

- (c) being personal information;
- (d) being information or data, which one Party provides to another Party or to which a Party has access because of services SITA is providing in terms of this Business Agreement or a service level agreement or SITA proposal accepted by the Client or project charter and in which a Party would have a reasonable expectation of confidentiality;

- (e) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
- (f) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;

- (g) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (h) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party;

- (i) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or

1059\_BA Rev 1.0  
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23/11/20

RESTRICTED

Page 5 of 45

RESTRICTED

- (j) information the disclosure of which would be likely to prejudice or impair the safety and security of:  
 (i) a building, structure or system, including, but not limited to, a computer or communication system;  
 (ii) a means of transport; or  
 (iii) any other property or a person;  
 (iv) methods, systems, plans or procedures for the protection of:  
 (a) an individual in accordance with a witness protection scheme;  
 (b) the safety of the public or any part of the public; or  
 (c) the security of property;  
 (k) information the disclosure of which could reasonably be expected to cause prejudice to the:  
 (i) defence of the Republic;  
 (ii) security of the Republic;  
 (iii) international relations of the Republic; or  
 (iv) plans, designs, drawings, functional and technical requirements and specifications of a Party.  
 Provided that it excludes information that has  
 (i) been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and  
 (ii) a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;  
 "consequential loss" means subsequent loss resulting from a direct loss;  
 "data" means any data processed by or for the benefit of the Client, including but not limited to personal information, in accordance with POPIA and any applicable legislation in South Africa;  
 "data subject" means any natural or juristic persons to whom the personal information relates;  
 "direct loss" means loss resulting from the immediate or natural consequences of a damage causing event;  
 "disclosing Party" means the Party disclosing confidential information;  
 "e-government service" means any public service provided by electronic means by any public body in the Republic;  
 "GITO" means Government Information Technology Officer;  
 "high-risk area" means an area in which a state of emergency has been declared or has been otherwise designated in writing by the relevant Chief Executive Officer as an area dangerous to the health and safety of its employees, subcontractors or agents or other persons;  
 "information system" means applications and systems to support the business while utilising information technology as an enabler tool;  
 "information systems security" means to preserve the availability, integrity and confidentiality of information systems and information according to affordable security practices;  
 "information technology" means all aspects of technology that are used to manage and support the efficient gathering, processing, storing and dissemination of information as a strategic resource;

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Page 7 of 46

 1059, SA Rev 1.0  
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 23/11/20

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"intellectual property" means collectively the patents, copyright, trademarks, designs, models, trade names, trade secrets, confidential information and know-how of the Parties whether registered or unregistered, including applications for and rights to obtain or use same;

"mandatory services" means those services as referred to in section 7(1)(a) of the Act as well as section 7(3), 7(5)(a) read with Regulation 4.2, section 7(5)(b) read with Regulation 4.3, Regulation 4.4.1 read with section 7(6)(d) and Regulation 4.1.2;

"Minister" means the Minister of Communications and Digital Technologies;

"National Treasury" means the National Treasury as defined in the Public Service Act, 1994 (Proclamation 103 of 1994), read with Schedule 1 thereof;

"optional services" means those services referred to in section 7(1)(b) of the Act;

"operator" means SITA, who processes personal information for the Client in terms of this Business Agreement;

"order" means a government order form issued and signed by the relevant head of Department or a duly authorised departmental representative, for goods or services to be provided at a firm price as agreed by the Parties;

"Party" means the Parties to this Business Agreement, being SITA on the one hand and on the other, the Client, and "Parties" has a corresponding meaning;

"person" means a natural person, juristic person or organ of state, for the purposes of this Business Agreement;

"personal information" means information relating to any data subject as defined in POPIA including but not limited to views or opinions of another individual about the data subject; and information relating to such data subject's:

(a) race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth;

(b) education, medical, financial, criminal or employment history;

(c) names, identity number and/or any other personal identifier, including any numbers which may uniquely identify a data subject, account or client number, password, pin code, customer or data subject code or number, numeric, alpha or alpha-numeric design or configuration of any nature, symbol, e-mail address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment;

(d) blood type, fingerprint or any other biometric information;

(e) personal opinions, views or preferences;

(f) correspondence that is implicitly or expressly of a personal, private or confidential nature for further correspondence that would reveal the contents of the original correspondence; and

(g) corporate structure, composition and business operations (in circumstances where the data subject is a juristic person) irrespective of whether such information is in the public domain or not;

"PFMA" means the Public Finance Management Act, 1999 (Act No. 1 of 1999);

"POPIA" means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);

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"processing or processed" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:

- (a) the collection, receipt, recording, organising, collation, storage, updating or modification, retrieval, alteration, consultation, testing or use;
- (b) dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
- (c) merging, linking, blocking, degradation, erasure or destruction;

"project charter" means one form of contracting or tasking mechanism that defines the statement of the scope, objectives and participants in a project for the delivery of goods or services that has a defined start and end date, providing a preliminary delineation of roles and responsibilities, outlining the project objectives, identifying the main stakeholders, and defining the authority of the project manager, serving as a reference of authority for the future of the project;

"proprietary software" means software in which intellectual property rights vest in a person other than a Party to this Business Agreement;

"Regulations" means General Regulations R.904, 2005, proclaimed in terms of the Act;

"receiving Party" means the Party receiving confidential information;

"responsible party" means the Client, who determines the purpose of and means for processing personal information.

"service level agreement" means one form of contracting or tasking mechanism that stipulates services, which are negotiated and entered into by the Chief Executive Officer of SITA or his or her duly appointed representative and the Client in terms of section 20(2) of the Act;

"SITA" means the State Information Technology Agency (SITA) Ltd, a state-owned company registered in terms of the Companies Act, 2008 (Act No. 71 of 2008), with registration number 1999/001839/30;

"SITA Customer Relationship Manager" means a person appointed by SITA in terms of clause 12.7.4 to manage SITA's relationship with the Client;

"SITA procurement policy and procedures" means SITA's procurement policy and procedures in force at the date of the commencement of this Business Agreement;

"subcontractor" means a person who has been contracted by SITA to provide goods and services;

"tasking instrument" means the process followed and documentation attached to this Business Agreement as Annexure A, used by the Client to task SITA to render services and/or provide goods and/or services to the Client in terms of this Business Agreement;

"transversal information system" means a software system that is used by or shared across multiple departments or public bodies;

"VAT" means value added tax, as levied in accordance with the Value-Added Tax Act, 1991 (Act No. 89 of 1991); and

"vis major" means any event which is beyond the reasonable control of a Party or which could not have been reasonably foreseen or prevented by a Party and which renders impossible the performance of a Party in terms of this Business Agreement.

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23/11/20

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Page 9 of 46

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## 2 Parties to this Agreement

- 2.1 The parties to this Business Agreement are:
- 2.1.1 the Client, herein represented by Dr Nonhlanhla Omic Mkhize, in her capacity as the Director General of the KwaZulu-Natal Office of the Premier who warrants that she is duly authorised to sign this agreement;
- 2.1.2 the Client, herein represented by Mr Siza Dennis Sibande, in his capacity as the Head of Department: KwaZulu Natal Department of Agriculture and Rural Development who warrants that he is duly authorised to sign this agreement;
- 2.1.3 the Client, herein represented by Mr Ntokozo P Chonco, in his capacity as the Head of Department: KwaZulu-Natal Department of Arts and Culture who warrants that he is duly authorised to sign this agreement;
- 2.1.4 the Client, herein represented by Mr Sibusiso Gumbi, in his capacity as the Head of Department: KwaZulu-Natal Department of Community Safety and Liaison who warrants that he is duly authorised to sign this agreement;
- 2.1.5 the Client, herein represented by Mr Thando Tubane, in his capacity as the Head of Department: KwaZulu-Natal Department of Co-operative Governance and Traditional Affairs who warrants that he is duly authorised to sign this agreement;
- 2.1.6 the Client, herein represented by Mr Nhlakanipho Nkontwana, in his capacity as the Head of Department: KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (Acting) who warrants that she is duly authorised to sign this agreement;
- 2.1.7 the Client, herein represented by Dr Enock V Nzama, in his capacity as the Head of Department: KwaZulu-Natal Department of Education who warrants that he is duly authorised to sign this agreement;
- 2.1.8 the Client, herein represented by Dr Sandile Clement Tshabalala, in his capacity as the Head of Department: KwaZulu-Natal Department of Health who warrants that he is duly authorised to sign this agreement;
- 2.1.9 the Client, herein represented by Mr Miduduzi Orville Sikhumbuzo Lungu, in his capacity as the Head of Department: KwaZulu-Natal Department of Human Settlements who warrants that he is duly authorised to sign this agreement;
- 2.1.10 the Client, herein represented by Mrs Nelii Shezi, in her capacity as the Acting Head of Department: KwaZulu-Natal Provincial Treasury (Acting) who warrants that she is duly authorised to sign this agreement;
- 2.1.11 the Client, herein represented by Mr Phiwokuhle Duma, in his capacity as the Acting Head of Department: KwaZulu-Natal Department of Public Works who warrants that he is duly authorised to sign this agreement;
- 2.1.12 the Client, herein represented by Mrs Nelisive Ignatia Vilakazi, in her capacity as the Head of Department: KwaZulu-Natal Department of Social Development who warrants that she is duly authorised to sign this agreement;

1059, BA Rev 1.0  
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23/11/20

RESTRICTED

Page 10 of 46

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- 2.1.13 the Client, herein represented by Dr Charity Thobire Sifunda, in her capacity as the Head of Department KwaZulu Natal Department of Sport and Recreation who warrants that she is duly authorised thereto to sign this agreement;
- 2.1.14 the Client, herein represented by Mts Smanaga Ngubo, in her capacity as the Acting Head of Department KwaZulu-Natal Department of Transport (Acting) who warrants that she is duly authorised to sign this agreement; and
- 2.1.16 SITA, herein represented by Mr Ncutile Tshenye in his capacity as the Executive National Consulting of SITA, who warrants that he is duly authorised to sign this agreement.

### 3 Statement of purpose

- 3.1 The purpose of this Business Agreement is to establish a contractual relationship between the Client and SITA for the provision of information systems, information technology and related services by SITA to the Client, and to regulate such relationship as intended by the Act.
- 3.2 A Service Level Agreement must be signed between the Client and SITA containing the terms and conditions relevant to specific services to be rendered as required once an accepted SITA procurement process has been concluded.

### 4 Interpretation of this Business Agreement

- 4.1 in this Business Agreement, unless the context otherwise indicates:
- (a) All words and expressions referring to the masculine gender must be capable of being construed as a reference to the feminine gender.
- (b) A word signifying the singular must include the plural and vice versa.
- (c) A reference to a natural Person must be capable of being construed as a reference to a juristic Person and vice versa.
- (d) Words and phrases defined in this Business Agreement must bear the meaning assigned to them throughout the Business Agreement.
- (e) Words and phrases which are defined or used in any statute which applies to the subject matter, professional Person, goods or services provided for in this Business Agreement must be construed in accordance with the applicable statute or regulations.
- (f) Headings must be used in aid of interpretation or modification of the clauses within the Business Agreement.

### 5 Duration of Business Agreement

- 5.1 Notwithstanding the date of signatures of the Departments, this Agreement becomes effective upon the date of signature of the Director-General of the Office of the Premier and continues for a period of five (5) years after such date with an option for renewal for an additional five years.
- 5.2 This Business Agreement may be reviewed annually if required by the parties.

*[Handwritten signatures and initials]*

## 6 Termination of this Business Agreement

6.1 Notwithstanding the duration as contemplated in clause 5.1, in the event that SIIA is dissolved in terms of section 22 of the SITA Act (Act 88 of 1998), as amended, this BA must terminate on the date of SIIA's dissolution.

6.2 Notwithstanding the termination of this BA in terms of clause 6.1, the terms and conditions of this BA must continue to apply to any SLA or project charter entered into by the Parties prior to the termination date, for the duration of the BA.

## 7 Confidentiality

7.1 The Parties undertake to treat as strictly confidential all confidential information. The Parties undertake not to use the Confidential information for any purpose other than carrying out their respective obligations in accordance with and upon the terms of the Business Agreement except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure.

7.2 Subject to clause 8.1, where a Party discloses confidential information that damages or could damage another Party, the disclosing Party must be required to submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual damage to be resolved as a dispute in terms of clause 17.

7.3 The Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

7.4 The receiving Party must not disclose the confidential information to any person whatsoever other than the receiving Party's employees, advisors or other people on a need to know basis. Before revealing any Confidential information to any such employees, advisors or other persons on a need to know basis, the receiving Party undertakes to procure that a similar undertaking in favour of the disclosing Party is signed and that they are aware of the confidential nature of the Confidential information being made available to them. The receiving Party undertakes to ensure that these persons must observe and comply with their obligations in respect thereof, whether or not they are still in the employ of the receiving Party.

7.5 The receiving Party agrees to use the same standard of care which must not amount to less than a reasonable standard of care in protecting the confidential information, as it is used to protect its own confidential information.

7.6 The receiving Party agrees to return to the disclosing Party, upon request or upon termination of the BA, unless the disclosing Party otherwise agrees in writing, all copies and partial copies of all confidential information (whether in paper or electronic format) which the receiving Party may have obtained from the disclosing Party, as well as all notes (whether in paper or electronic format) which the receiving Party may have prepared or may obtain as a result of the confidential information being made available to the receiving Party.

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Page 12 of 46

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## 8 Business relationship between the Parties

- 8.1 The Parties hereby acknowledge that they are bound to:
- 8.1.1 ensure that there is an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost effective;
- 8.1.2 take effective steps to collect all monies due, and providing agreed and committed service to the client;
- 8.1.3 prevent unauthorised, irregular, fruitless and wasteful expenditure and losses resulting from negligent or criminal conduct;
- 8.1.4 manage available working capital efficiently and economically and upon discovery of any unauthorised, irregular or fruitless and wasteful expenditure, immediately reporting, in writing, the particulars of the expenditure to the relevant Accounting Officer and National Treasury;
- 8.1.5 When carrying out its procurement function as provided for in section 7(3), (4)(a)(iii) and (b)(iii) and (5)(b) of the Act, SITA must comply with:
- 8.1.5.1 section 217 of the Constitution of the Republic of South Africa, 1996;
- 8.1.5.2 the PFMA;
- 8.1.5.3 the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 8.1.5.4 Regulations;
- 8.1.5.5 any other law.
- 8.2 The Client must acquire the mandatory services from or through SITA as stipulated in the Act.
- 8.3 The Client may acquire the optional services from SITA or must procure the optional services through SITA as stipulated in section 7(1)(b) of the Act.
- 8.4 SITA must provide and procure all information technology, information systems and related goods and services in accordance with:
- 8.4.1 relevant National and Provincial Government legislation and policies with respect to small, micro and medium enterprises, and Black Economic Empowerment, and the SITA procurement policy and procedures; and
- 8.4.2 a service level agreement or project charter or SITA proposal accepted by the Client; or from service providers or suppliers who have a national presence or who are in partnership with small, micro and medium enterprises in South Africa.
- 8.5 Prior to the conclusion of a service level agreement, SITA must submit to the Client a value proposal for each mandatory or optional service that SITA is to provide that is valid for a period of 30 (thirty) days for acceptance or rejection, containing:
- 8.5.1 a detailed service or goods specification;
- 8.5.2 the estimated duration of the provision of goods or services;
- 8.5.3 the current cost of supplying the goods or rendering the service; and

1059 BA Rev 1.0

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Page 13 of 46

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8.5.4 a forecast of what the service or goods must cost for the duration of the service level agreement and, if applicable, for not less than 36 (thirty-six) months.

8.6 Any service level agreement must include:

- 8.6.1 the metrics applicable to a particular service or goods specific to the Client;
- 8.6.2 as an appendix, a detailed user requirement specification of the relevant mandatory or optional service or goods, compiled in conjunction with the Client, to benchmark the value added by SITA;
- 8.6.3 the areas targeted for cost reduction for the relevant year and milestones related to achieving the targets;
- 8.6.4 information technology service management best practices for the improvement of service and solution delivery, if applicable;
- 8.6.5 alignment with SITA's disaster recovery strategy and business continuity plan and procedures referred to in Regulation 4.1.2; and
- 8.6.6 a statement that the service level agreement must be reviewed no less than annually.

8.7 The Client hereby agrees that SITA may use subcontractors to fulfil its obligations to the Client, who must not be required to liaise directly with any subcontractor.

8.8 The Parties hereby agree that they must, in respect of their respective employees, subcontractors and agents:

- 8.8.1 obtain any necessary security clearances required by the other Party;
- 8.8.2 abide by the security requirements specified in clause 9 of this Business Agreement;
- 8.8.3 where there is a breach of security, within 5 (five) business days investigate the cause of the breach;
- 8.8.4 relieve any employee, subcontractor or agent who is found to have breached security after an investigation in terms of clause 8.8.3 from any work to be undertaken for the Client; and
- 8.8.5 take, as the Party determines necessary, immediate disciplinary action.

8.8.6 The Client and SITA must enter into a supply chain management service level agreement to ensure compliance with relevant procurement terms and conditions and service delivery and in accordance with clause 8.1.4 above.

## 9 Information systems security

- 9.1 The Parties agree that they must maintain, in their respective premises, a comprehensive information systems security environment pursuant to national and provincial policy, procedures, rules, regulations and industry standards prescribing security requirements.
- 9.2 In the event of breach of the security and integrity of the information technology system, the aggrieved Party must:
- 9.2.1 immediately notify the other Party of the breach and consequences which would naturally flow from the breach or could otherwise under the circumstances be expected to occur;

1059\_BA Rev 1.0  
With tracked changes by OTE  
23/11/20

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9.2.2 immediately take all necessary measures to remedy the breach and limit the expected consequences and assume the responsibility for the anticipated or actual consequences of the breach; and

9.2.3 submit a final report on the cause, nature and consequences of the breach, response time and measures taken, including but not limited to the timing of all measures taken.

9.3 The Parties and all subcontractors used by them in performing their duties and obligations under this Business Agreement must comply with security requirements as prescribed in the policy, procedures, rules, regulations and standards prescribing security requirements.

9.4 To enable SITA to comply with the security requirements, the Client must furnish SITA with an updated and any subsequent revision of its security requirements, as prescribed in the Client's policy, procedures, rules, regulations and standards and as required for implementation by the Client in accordance with Chapter 6 Part II of the Public Service Regulations.

## 10 Data privacy

10.1 SITA acknowledges that in providing the services to the Client, it may be exposed to data as defined in this Agreement. This data may include personal information.

10.2 The Client acknowledges that it is the responsible party in relation to the personal information and is required to ensure that it complies with the conditions of lawful processing of personal information in terms of POPIA. The Client further warrants that all personal information that is provided to SITA has and must be processed in compliance with POPIA.

10.3 The Client warrants that the personal information that it provides SITA is complete, accurate, not misleading and up to date.

10.4 SITA undertakes to process the personal information of the Client in performance of its obligation in terms of this RA, in accordance with the Client's written instructions.

10.5 SITA must take appropriate, reasonable technical and organisational measures to prevent the loss or damage or unauthorised destruction of personal information and the unlawful access to the personal information in its possession or under its control.

10.6 SITA must as soon as is reasonably possible notify the Client of any unauthorised access to or acquisition of personal information or any reasonable belief that there has been unauthorised access to or acquisition of personal information in its control or possession.

10.7 SITA must not permit any processing of data by any third-party without the Client's prior notification and written authorisation. Should the Client authorise the processing by a third party, SITA must enter into an agreement with this third party, with the agreement's provisions relating to data privacy and information security not being less favourable than those of this business agreement.

10.8 SITA warrants that it must ensure that all its systems and operations which it uses to provide the hardware and/or services, including all systems on which data is processed, must at all times be of a minimum standard required by law.

1059\_BA Rev 1.0

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23/11/20

RESTRICTED

Page 15 of 46

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## 11 SITA's obligations under this Business Agreement

11.1 In terms of sections 7(3) and 7(4) of the Act, SITA:

- 11.1.1 must provide mandatory services, which services must be acquired from SITA pursuant to a signed service level agreement or procured through SITA if SITA indicates in writing within 10 (ten) business days of receiving the official request from the Client that it is unable to provide the service itself;

- 11.1.2 may provide optional services, which services must be acquired from SITA pursuant to a signed service level agreement or procured through SITA if SITA indicates in writing within 10 (ten) business days of receiving the official request from the Client that it is unable to provide the service itself; and

- 11.1.3 must procure mandatory or optional services not obtained from SITA in terms of a signed supply chain management service level agreement.

11.2 SITA's further obligations in terms of mandatory services are as follows:

### 11.2.1 SETTING OF STANDARDS

- 11.2.1.1 In terms of section 7(6)(a)(i) and (ii) of the Act read with Regulation 4.2, SITA must set standards regarding interoperability of information systems between departments, subject to approval by the Minister, and comprehensive information systems security, subject to the approval of the Minister and the Minister of State Security.

- 11.2.1.2 Before setting or amending standards, SITA must:

- 11.2.1.2.1 consult with departments and the GTO Council to assess the status of implemented systems and the proposed requirements;

- 11.2.1.2.2 conduct an implementation impact analysis and develop a business case demonstrating the cost-effectiveness of such standards; and

- 11.2.1.2.3 give due consideration to all representations received from departments and the GTO Council before submitting proposed standards to the Minister and the Minister of State Security for approval.

- 11.2.1.3 The standards must be made available to all heads of departments and on SITA's website no later than a date determined by the Minister.

### 11.2.2 CERTIFICATION

- 11.2.2.1 In terms of section 7(6)(b), read with Regulation 4.3, SITA must:

- 11.2.2.2 certify every acquisition of any information technology goods or services by a department for compliance with those standards; and

- 11.2.2.3 conduct standard certification for a mandatory service before the Client's Accounting Officer awards the bid, or if not possible, before the implementation of the mandatory service.

1059, JSA Rev 1.0

With tracked changes by OTP  
23/11/20

RESTRICTED

Page 16 of 46

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11.2.3 RESEARCH

11.2.3.1 In terms of section 7(6)(d), read with Regulation 4.4.1, SITA may, in consultation with the Client, carry out a research regarding the use of information technology to improve the efficiency of the public administration.

11.2.3.2 For purposes of such research, SITA must annually submit a report to the Minister and the GITO Council on all research activities carried out in the previous year stating, inter alia, research objectives, resources utilised, expenditure incurred and value added to any department or government as a whole, and innovations arising there from and the strategic impact thereof.

11.2.4 CONVERGENCE STRATEGY

11.2.4.1 In terms of Regulation 4.1.2, SITA must for the departments and may for public bodies, after consultation with the GITO Council and with approval of the Minister, develop a strategy regarding the convergence of information systems and other systems.

11.2.5 DISASTER RECOVERY

11.2.5.1 In terms of Regulation 4.1.2, SITA must, after consultation with the GITO Council and with approval of the Minister, prepare a comprehensive disaster recovery strategy and business continuity plan and procedures for mandatory services used by departments ensuring that:

the plan takes due cognisance of the business and enterprise architecture of departments and complies with archiving, security and other relevant legislation, also testing the plan from time to time and inform departments of defects, problems and risks;

11.2.5.1.2 SITA is further obliged to submit departmental-specific test results to the Minister within thirty (30) days and to the GITO Council for information, to review and amend the plan and procedures as may be required from time to time and to recover the costs related to the plan and procedures.

## 11.2.6 GENERAL OBLIGATIONS

11.2.6.1 SITA must procure any goods or services only upon receipt of written authorisation to do so submitted by the Accounting Officer or his/her duly appointed delegate; and SITA must respond to the Client acknowledging receipt to the Client within 5 (five) business days of receiving the official request. The contract price for such goods or services must be agreed to and stipulated in the service level agreement or SITA proposal as accepted by the Client or project charter. In the event that the Client wishes to proceed using alternate modes of procurement, the process as stated in Regulation 17 in the SITA Regulations must be exercised.

11.2.6.2 Based on SITA's position as the provider or procurer of information systems and information technology in terms of the SITA Act, 1998, SITA hereby agrees that:

11.2.6.2.1 it must maintain all skills, expertise and facilities required to fulfil its functions and deliver competitive information technology and information systems procurement management services to the Client as agreed in the SIA;

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Page 17 of 46

1059\_BA Rev 1.0  
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23/11/20

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- 11.2.6.2.2 it must provide the Client with costing details of all mandatory and optional services;
- 11.2.6.2.3 it must consult with the Client on the management and implementation of this Business Agreement and any service level agreement, project charter or related contract or tasking mechanism or SITA proposal accepted by the Client;
- 11.2.6.3 in the event that the Client can show SITA during the course of negotiating the services terms of a service level agreement or project charter or SITA-accepted proposal, in writing, that equivalent goods and services required by the Client can be obtained at a less expensive firm price from any other supplier and that such goods and services meet all evaluation criteria agreed upon by the Client and SITA, SITA must offer a comparable firm price to the Client for the same goods and services, failing which the Client may procure such goods or services through SITA from such other supplier at the less expensive firm price; and
- 11.2.6.4 it must provide goods and services within the stipulated timeframes as agreed upon by the Parties.
- 11.3 SITA hereby agrees that, in the provision of cost-effective mandatory and optional services to the Client, it must:
- 11.3.1 link the obligations of its employees and subcontractors to specific responsibilities to be undertaken for the Client; and
- 11.3.2 not utilise the services of any employee or subcontractor who is not qualified to provide services required by the Client.
- 11.4 SITA must, within 5 (five) business days of the commencement of this Business Agreement appoint a SITA Customer Relationship Manager to work with the Client representative to manage the relationship between the Parties and report as required, in writing, to SITA on all dealings with the Client.
- 11.5 SITA may, on good cause shown, replace the SITA Customer Relationship Manager on giving 5 (five) business days' written notice to the Client.
- 11.6 The Parties hereby acknowledge and confirm that the SITA Customer Relationship Manager must meet with the Client representative no less than monthly on the dates and times agreed upon, to review:
- 11.6.1 the performance and delivery of goods and services by SITA to the Client;
- 11.6.2 any written complaints submitted in terms of clause 11.9; and
- 11.6.3 any audit, internal survey or written report compiled by either SITA or the Client.
- 11.7 The Parties hereby acknowledge and confirm that the CFO of SITA and the Client's Accounting Officer or his/her duly authorised delegate must meet from time to time on the dates and times agreed upon, to assess strategic departmental business objectives and their localisation under this Business Agreement and any service level agreements or project charters hereunder.
- 11.8 SITA hereby acknowledges and confirms that it must prepare minutes of all meetings held between the Parties, distribute same to all relevant representatives, effect all agreed amendments or note any points of contention where agreement cannot be reached.

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11.9 The SITA Customer Relationship Manager must, upon receipt of a written complaint from the Client, investigate such complaint and respond in writing to the Client within 7 (seven) business days of the receipt of such complaint or within any mutually agreed timeframe.

11.10 In the event that the Client makes a request in writing to meet with the SITA Customer Relationship Manager to discuss any matter, including but not limited to a written complaint, the SITA Customer Relationship Manager must schedule a meeting with the Client within 5 (five) business days.

11.11 In the event that SITA, including its employees, subcontractors and agents, is unable to provide services at a site due to its designation by the Accounting Officer or his/her duly authorised delegate as a high-risk area or due to vis major, SITA must, immediately:

11.11.1 notify the Client in writing of the circumstances detailing the reasons for SITA's inability to complete services in terms of a service level agreement or project charter; and

11.11.2 specify an alternative mechanism for the services to be provided.

11.12 Where the Client advises SITA in writing that one of SITA's employees, subcontractors or agents is failing to abide by national, provincial or the Client's health, safety and security policies or procedures or is guilty of non-performance at a particular site, SITA must:

11.12.1 upon receipt of the written complaint from the Client, conduct a performance review of the employee, subcontractor or agent in question and, in the event that the performance review shows that the said employee, subcontractor or agent is failing to abide by national, provincial or the Client's health, safety and security policies or procedures or is guilty of non-performance at a particular site, then SITA must remove the offending employee, subcontractor or agent from the relevant site and provide an alternative skilled employee, subcontractor or agent; and

11.12.2 pending the outcome of the performance review, employ all reasonable endeavours to temporarily remove the employee, subcontractor or agent in question by means of suspension, transfer or any other lawful means.

## 12 The Client's obligations under this Business Agreement

12.1 The Client:

12.1.1 must procure all mandatory services from SITA, pursuant to a signed service level agreement or acquire same through SITA where SITA has stated in writing within 10 (ten) business days after receiving the request that it is unable to provide the service itself; and

12.1.2 may request from SITA optional services as listed in section 7(1)(b)(i) to (vi) of the Act, which services must be acquired from SITA pursuant to a signed service level agreement or procured through SITA, if SITA indicates in writing within 10 (ten) business days of receiving the official request from the Client that it is unable to provide the service itself.

12.2 The Client must request the service from SITA only through its Head of Department or his/her duly appointed delegate as per the tasking instrument.

12.3 The Client must within 5 (five) business days of the commencement of this Business Agreement, appoint a representative to work with the SITA Customer Relationship Manager to manage the

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relationship between SITA and the Client and report, in writing, to the Accounting Officer or his/her duly authorised delegate on all dealings with SITA.

12.4 A duly appointed representative must attend all relevant SITA Customer Relationship Manager to discuss any and must thereafter meet with the relevant SITA Customer Relationship Manager to discuss any matter.

12.5 The Client may replace its representative on 5 (five) business days' prior written notice to SITA.

12.6 The Client representative must place applicable orders in terms of a service level agreement or project charter or SITA-accepted proposal and must not place orders which are not authorised by a service level agreement or project charter.

12.7 The Client's Accounting Officer or his/her duly appointed delegate must advise SITA in writing of any person who may place orders for the Client in terms of an applicable service level agreement or project charter, with all orders to be countersigned in accordance with written financial delegations from the relevant Accounting Officer or his/her duly appointed delegate.

12.8 Client's duly appointed representative must:

12.8.1 Grant SITA and its employees, subcontractors and agents required access to the Client's site; and

12.8.2 ensure the cooperation of the Client's employees, subcontractors and agents.

12.9 In the event of the Client designating a site as a high-risk area or occurrence of a major, the Client's Accounting Officer or his/her duly authorised delegate must notify SITA in writing within 10 (ten) business days.

12.10 The Client may, in the event of changed circumstances not due to the fault of SITA and relating to a fluctuation in the firm price or delay in services to be delivered by SITA in terms of a service level agreement or project charter or SITA-accepted proposal:

12.10.1 cancel the service level agreement or project charter or SITA-accepted proposal, with the Client to bear any reasonable costs which have been incurred by SITA as at the date of cancellation; or

12.10.2 re-negotiate the service level agreement or project charter or SITA-accepted proposal to reflect the increase in the firm price or delay with respect to goods or services to be delivered by SITA in terms of the service level agreement or project charter.

12.11 In the event that the Client cancels a service level agreement or rejects the proposal or project charter in terms of clause 12.10.1 after SITA has commenced providing goods or services, the Client's Accounting Officer or his/her duly appointed delegate must, after consultation with SITA, determine and agree the appropriate remedy, including but not limited to compensation, if any, due to or from SITA.

12.12 The Parties hereby agree that the Client may not unreasonably refuse to meet with SITA in terms of clause 11.7.

### 13 Pricing

13.1 The Parties hereby acknowledge and confirm that

13.1.1 SITA's contract prices must be reasonable and market-related;

- 13.1.2 contract prices of all information technology or information systems services or goods provided to or procured for the Client in accordance with this Business Agreement must be those negotiated and agreed upon by the Parties in service level agreements or project charters or SITA-accepted proposal from time to time; and
- 13.1.3 contract prices referred to in clause 13.1.2 may not exceed the maximum rates, inclusive of VAT, approved by the National Treasury in accordance with the Act, at the time of SITA providing or procuring goods and services in terms of a service level agreement or project charter or SITA-accepted proposal.
- 13.2 Contract prices must:
- 13.2.1 competitive and the Client may assess whether quoted rates and tariffs are competitive prior to negotiating a service level agreement or project charter or SITA-accepted proposal, which information must form part of the negotiations on such service level agreement or project charter; and
- 13.2.2 VAT on all contract prices must be recovered at the statutory rate as applicable from time to time and all quotations and other documents containing prices must show a clearly marked contract price, including VAT.
- 13.3 Contract prices that are linked to foreign exchange must be dealt with in terms of section 6.3.4 of the SITA Foreign Exchange Expenditure Policy and must be dealt with as follows:
- 13.3.1 The rate of exchange used in the quotation to the Client must be based on the spot rate on the day of the quotation, as provided by SITA Treasury inclusive of a minimum of seven (7) per cent to cover management of the foreign exchange risk.
- 13.3.2 All quotes prepared by Customer Relationship Managers are to be reviewed and approved by SITA Finance before issuing to Client.
- 13.3.3 The SITA quotation must be valid for 21 (twenty-one) business days or as per the terms and conditions on the Client's quotation;
- 13.3.4 If the purchase order is not received within (21) twenty-one business days of the date of the quotation, then the quotation must lapse and a new quotation must be issued unless it is approved by the Manager of Treasury.
- 13.3.5 Payment is strictly (30) thirty business days from the date of the invoice. Should the invoice not be honoured within the said time, the Client must be liable for any foreign exchange losses and must be invoiced for the difference of any negative foreign exchange movements as a result in the delay of payment.
- 13.3.6 A penalty of 10 (ten) percent must be effected to the recovery of the foreign exchange loss is such amount is not received within (90) ninety business days of the government order.
- 13.4 The Client or its designee must advise the Client representative, in writing, as to the terms and conditions on which the relevant representative should negotiate with SITA to:
- 13.4.1 fulfil the quote, service level agreement requirements or project charter; or
- 13.4.2 re-negotiate the service level agreement or project charter; or

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13.4.3 cancel the service level agreement or project charter.  
 13.5 Where the Accounting Officer of the Client cancels a service level agreement or project charter in terms of clause 13.4.3, clause 17.10 must apply.

13.6 Subject to the approval and control mechanisms, policies, procedures and regulations of the national government and the Client, contract prices must be adjusted in accordance with:

13.6.1 the actual increase or decrease in the production or procurement cost of any goods or services, including but not limited to the cost of any proprietary software licence, software maintenance and other proprietary software expensed by SITA; or

13.6.2 the change, imposition or abolition of customs or excise duty and any other duty, levy, tax, rate or tariff which, in terms of any legislation is binding and has a demonstrable influence on the production, procurement or service cost; or

13.6.3 the actual increase or decrease in the price of a system or incidental service resulting from the conclusion of an agreement contemplated in 13.1.2; or

13.6.4 the decision by National Treasury in terms of rate or tariff adjustments and implemented accordingly; and

13.6.5 the provisions of clause 13.3 must, with the necessary changes, apply to such adjustment where applicable.

## 14 Payment terms

14.1 The Client must be liable to SITA for payment for any goods or services acquired from or procured through SITA under a service level agreement or project charter or SITA proposal approved by the department, which payment must only be made by the Client against an invoice which has been certified as correct for payment by the Client.

14.2 SITA must submit:

14.2.1 detailed invoices for all goods or services provided or procured by SITA for the Client in terms of a service level agreement or project charter or SITA proposal approved by the department no later than the 15th (fifteenth) day after the date of invoice, or, if the 15th (fifteenth) day of the month falls on a Saturday, Sunday or public holiday, the Friday immediately preceding such (fifteenth) day or, in the case of a public holiday, the business day immediately preceding such public holiday; and

14.2.2 with each detailed invoice, an itemised report on the goods or services provided or procured by SITA to or on behalf of the Client.

14.3 An appropriate record of acknowledgement of receipt of the submitted documents must be kept by SITA.

14.4 The Client representative must review the invoice and if the invoice accurately reflects goods and services received in terms of a service level agreement or project charter or SITA proposal approved by the department, the Client representative must certify the invoice as correct and submit the invoice for payment to be made within 30 (thirty) business days of the date of the corrected invoice.

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14.5 In the event that the Client representative does not agree that an invoice is correct and refuses to certify it he/she must, within 7 (seven) business days after receipt of the invoice, investigate the basis for charges and submit, in writing to the SITA Customer Relationship Manager, with a copy being sent to debtcollection@sita.co.za:

14.4.1 detailed reasons for the dispute; and  
 14.4.2 if applicable, the manner in which the Client representative believes that the invoice should be corrected.

14.6 On receipt of the submission from the Client representative in terms of clause 14.5, the SITA Customer Relationship Manager must investigate the matter and either:

14.6.1 correct the invoice, if the SITA Customer Relationship Manager is in agreement with the Client, and resubmit the corrected invoice for payment within 7(seven) business days; or

14.6.2 advise the relevant Client representative in writing within 7(seven) business days of the reasons that SITA asserts that the invoice is correct.

14.7 In the event that the relevant Client representative is, for good cause shown, not satisfied with SITA's explanation given in terms of clause 14.6.2, the Client representative may declare a dispute under clause 17, as read with any applicable provisions of the relevant service level agreement or project charter or SITA proposal accepted by the Client.

14.8 The invoice is payable within 30(thirty) business days of the date of receipt of the invoice, unless a dispute has been lodged, in writing, within (7) seven business days of receipt thereof.

14.9 The Client must not, unreasonably, withhold payment of invoices duly certified in terms of clause 14.4.1.

14.10 If an amount is due and payable and the Client fails to make the payment within 30 (thirty) business days after the invoice due date without good cause shown, SITA must be entitled to recover interest at the rate applicable to government loans from the date on which such amounts become due and payable up to the date on which such amounts are paid in full by the Client.

14.11 Where the Client has overpaid on any invoice, and there are older outstanding invoices, the excess amount must be utilised to off-set the said outstanding invoices.

14.12 Payment must be made by the Client as specified below:

|         |                                    |                                                |
|---------|------------------------------------|------------------------------------------------|
| 14.12.1 | Name of banking institution:       | Standard Bank                                  |
| 14.12.2 | Location of banking institution:   | Centurion                                      |
| 14.12.3 | Branch of banking institution:     | Centurion                                      |
| 14.12.4 | Branch code of banking institution | 012645                                         |
| 14.12.5 | Bank account number:               | 410 298 158                                    |
| 14.12.6 | Type of account:                   | Cheque                                         |
| 14.12.7 | Name of account holder:            | State Information Technology Agency (SITA) Ltd |

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14.13 When depositing funds, the relevant Client representative must within 3 (three) business days submit the following information to the SITA Customer Relationship Manager or any other duly authorised SITA representative:

- 14.13.1 the total amount and method of payment, that is: electronic funds transfer or cheque payment;
- 14.13.2 the electronic funds transfer or cheque number;
- 14.13.3 invoice number or numbers against which the payment is being made;
- 14.13.4 amount paid against each invoice; and
- 14.13.5 confirmation of the banking details as in clause 14.12.

## 15 Indemnity

15.1 The Parties, including any of their employees, subcontractors or agents acting for or on their behalf, must exercise due care and diligence in performing their duties in terms of this Business Agreement and a Party that has not exercised due care and diligence must be liable to the other Party for loss or damages caused to and sustained by the other Party due to the willful or negligent actions or omissions of the Party concerned, provided that in no circumstances must a Party be liable to the other Party for consequential loss or damages resulting from negligence whatsoever sustained by the other Party.

15.2 The Parties, including any employee, Subcontractor or agent acting for or on behalf of either Party, act as independent contractors and not as agents or employees of each other and have no authority or right to bind each other outside this Agreement and, subject to the provisions of clause 15.1, the Parties, including any employee, subcontractor or agent acting for or on their behalf, must be liable for any loss or damages sustained by one Party where the other Party is in breach of this clause.

15.3 Where SITA, in terms of this Business Agreement or a service level agreement or project charter or SITA proposal accepted by the Client, procures goods or services on behalf of the Client from a third party in respect of which warranties are issued, SITA and the Client agree that:

15.3.1 in the event the ownership of such goods or services passes from the third party to the Client, the third party must remain liable in terms of the warranty for such goods or services and the Client must exercise due diligence to ensure that the third party who had issued the warranty complies with the warranty; and

15.3.2 irrespective of whether the ownership of goods or services vests in the Client or in SITA, the Parties must take all reasonable steps to ensure that their employees, subcontractors and agents using goods or services obtained by SITA for the Client are aware of the terms and conditions of the warranties for such goods or services and that adequate policies and procedures are in place to safeguard such goods or services to ensure that the terms and conditions of applicable warranties are observed.

## 16 Breach of Business Agreement

16.1 Where either Party is in breach of any provision or term of this Business Agreement (other than those which contain their own remedies or limit the remedies in the event of breach thereof):

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- 16.1.1 the aggrieved Party must submit written notification to the breaching Party explaining the nature of the breach, requiring the latter to remedy the breach within 10 (ten) business days, depending on the nature of the breach, as must be agreed between the Parties;
- 16.1.2 the aggrieved Party must be notified without notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to claim specific performance of any obligation whether or not the due date for performance has arrived, without prejudice to the aggrieved Party's right to claim damages; or
- 16.1.3 the aggrieved Party may declare a dispute and submit the dispute to be addressed in terms of clause 17.
- 16.2 Notwithstanding the above and the penalties specifically set out in the service level agreements, the Client reserves the right to impose a penalty of two point five percent (2.5%) of the cost of the service level agreement, due to the late performance of SITA's obligations.
- 16.3 The parties agree that late performance is the delivery of any service one day later of the agreed date of delivery as stated in the service level agreement, provided that the delay is not caused by the Client.

## 17 Dispute resolution and non-compliance with Regulations

### 17.1 Disputes

- 17.1.1 in the event a Party wishes to declare a dispute in terms of this Business Agreement, the dispute must be declared in writing by the Accounting Officers of both Parties;
- 17.1.2 The Parties must, in accordance with SITA Regulation 6.1.1, make every reasonable effort to settle a dispute between them amicably through consultation and negotiation within 30 (thirty) business days after the aggrieved party gave written notice to the other Party;
- 17.1.3 if a dispute cannot be so settled as stipulated in clause 17.1.2 or the subject-matter of the dispute necessitates settlement before the end of the 30 (thirty) day-period, either Party to the dispute may refer the matter to the Minister for mediation;
- 17.1.4 if mediation fails, either party may refer the dispute for arbitration to the office of the State Attorney which is located closest to the Party's head office;
- 17.1.5 The State Attorney must be an arbitrator to arbitrate the dispute and the decision of that arbitrator is final and binding on the parties.

### 17.2 Non-compliance with Regulations

- 17.2.1 Any Party to this Business Agreement or any other interested person may report any alleged non-compliance with any provisions of the Regulations to the Director General or an official of the Department of Communications and Digital Technologies (DCDT) designated by the Minister for this purpose.
- 17.2.2 The Director-General of the particular department or that of the DCDT must take steps to ensure: 17.2.2.1 the investigation of the alleged non-compliance; and

17.2.2.2 If he or she is of the opinion that such non-compliance occurred, that it be remedied if possible, and reported to the relevant authorities.

## 18 Vis major

(a) If *vis major* or *force majeure* or *casus fortuitus* ("interrupting circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Business Agreement, or as the case may be, the affected portion thereof, must be suspended for the period during which the interrupting circumstances prevail;

(b) If the interrupting circumstances contemplated in 18.1 (a) affect any material part of this Business Agreement for a maximum period of 60 (sixty) business days, thereafter any affected Party must be entitled on 10 (ten) business days' written notice to cancel this Business Agreement;

(c) Written notice of the interrupting circumstances specifying the nature and date of commencement thereof must be despatched by the Party seeking to rely thereon (on whom the onus must rest) to the other Party as soon as reasonably possible after the commencement thereof;

(d) Written notice of the cessation of the interrupting circumstances must be given by the Party who relied thereon within 10 (ten) business days after such cessation;

(e) No Party is obliged to comply with the obligations suspended during the period of the interrupting circumstances;

(f) The Party whose performance is interrupted by the interrupting circumstances must be entitled, provided that such Party must give notice to that effect with the written notice of the interrupting circumstances as provided above, to extend the period of this Business Agreement by a period equal to the time that its performance is so prevented.

18.2 For the purposes hereof *vis major* or *force majeure* includes acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, inability on the part of SITA as a result of *force majeure* of the nature contemplated in this clause to obtain any goods or materials from the service provider or contemplated service provider thereof, combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *et cetera*) any other circumstances beyond the reasonable control of the Party claiming *vis major* or *force majeure* and comprehended in the terms *vis major* or *force majeure*.

## 19 Ownership of intellectual property rights

19.1 Any intellectual property rights owned by SITA prior to the commencement date of this Business Agreement must remain vested with SITA exclusively.

19.2 Any intellectual property rights owned by the Client prior to the commencement date of this Business Agreement must remain vested with the Client exclusively.

19.3 Ownership of any intellectual property derived, produced or developed by any service provider expressly and exclusively for SITA acting on behalf of the Client must be dealt with in accordance with the terms and conditions of the agreement to be concluded between SITA and such service provider.

Handwritten notes and signatures at the bottom of the page, including "B2", "NT", "N", "Z", and "S.C.".

## 21 Costs

21.1 Each Party must bear its own costs in the negotiation, preparation and finalisation of this Business Agreement.

## 22 Domicilia citandi et executandi

22.1 Any notice in terms of this Business Agreement may be hand delivered to the physical address of the Parties, in which event proof of acknowledgement must be endorsed upon a copy of the notice together with the name of the recipient and date of receipt, or may be sent by registered post to the nominated postal addresses of the Parties, in which event proof of postage issued by the relevant postal authority must serve as proof.

22.2 The Parties choose the addresses listed in clause 23.3 for the purposes indicated, or any other address in the Republic of South Africa which they may choose for that purpose and which they inform the other Party in writing from time to time.

## 22.3 Domicilia citandi et executandi

a) the KwaZulu-Natal Office of the Premier

Physical address:

the Director-General

4<sup>th</sup> Floor, Moses Mabhida Building

300 Langabillibulele Street, Pietermaritzburg

3210

Postal address:

Private Bag X 9037

Pietermaritzburg

3200

b)

the KwaZulu-Natal Department of Agriculture and Rural Development

Physical address:

the Head of Department

KwaZulu-Natal Department of Agriculture and Rural Development

1 Cedara Road

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Department of Agriculture and Rural Development

Pietermaritzburg

3200

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Handwritten notes and signatures at the bottom of the page, including "M. Z. B. 5.1.20" and a signature.

c) the KwaZulu-Natal Department of Arts and Culture

Physical address:

The Head of Department

KwaZulu-Natal Department of Arts and Culture

Heritage House

1st floor, 222 Jabu Ndlovu Street

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Department of Arts and Culture

Private Bag X 9140

Pietermaritzburg

3200

d)

the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs

Physical address:

The Head of Department

KwaZulu-Natal Provincial Department of Economic

Development, Tourism and Environmental Affairs

770 Jabu Ndlovu Street

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Department of Economic Development, Tourism

and Environmental Affairs

Private Bag X 9152

Pietermaritzburg

3200

e)

the KwaZulu-Natal Department of Education

Physical address:

The Head of Department

KwaZulu-Natal Department of Education

Anton Muziwakhe Lembede Building

B

M

B

N

N

S

RESTRICTED

3rd Floor, 247 Burger Street

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Department of Education

Private Bag X 9137

Pietermaritzburg

3200

4)

the KwaZulu-Natal Provincial Treasury

Physical address:

The Head of Department

KwaZulu-Natal Provincial Treasury

Treasury House

145 Chief Albert Lutuli Road

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Provincial Treasury

PO Box 3513

Pietermaritzburg

3200

5)

the KwaZulu-Natal Department of Health

Physical address:

The Head of Department

KwaZulu-Natal Department of Health

Natalia Building, 1st Floor

330 Langabalele Street

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Department of Health

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Private Bag X 2051

Pietermaritzburg

3201

h)

the KwaZulu-Natal Department of Human Settlements

Physical address:

The Head of Department

KwaZulu-Natal Department of Human Settlements

703 Church Street

Pietermaritzburg

3201

Postal address:

The Head of Department

KwaZulu-Natal Department of Human Settlements

Private Bag X 9157

Pietermaritzburg

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i)

the KwaZulu-Natal Department of Community Safety and Liaison

Physical address:

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KwaZulu-Natal Department of Community Safety and Liaison

179 Jabu Ndlovu Street

Pietermaritzburg

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Postal address:

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KwaZulu-Natal Department of Community Safety and Liaison

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j)

the KwaZulu-Natal Department of Sports and Recreation

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The Head of Department

KwaZulu-Natal Department of Sports and Recreation

135 Pietermaritz Street

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Page 31 of 46

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Pietermaritzburg  
3200  
The Head of Department  
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k) the KwaZulu-Natal Department of Cooperative Governance and Traditional Affairs

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Traditional Affairs  
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3201  
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KwaZulu-Natal Department of Transport

1059 BA Rev 1.0  
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Page 32 of 46

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m)

the KwaZulu-Natal Department of Social Development

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KwaZulu-Natal Department of Social Development

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Private Bag X 9144

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the KwaZulu-Natal Department of Public Works

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KwaZulu-Natal Department of Public Works

191 Prince Alfred Street

Pietermaritzburg

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KwaZulu-Natal Department of Public Works

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Pietermaritzburg

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o)

(the SITA (SOC) Ltd

Physical address:

The Chief Executive Officer

State Information Technology Agency (SITA) Ltd

459 Tsetsa Street

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## Annex A: The tasking instrument

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This annex serves to detail the documents to be provided and the procedures to be followed as part of the formal tasking of SITA to undertake specific services in terms of this Business Agreement. Where appropriate, and to avoid unnecessary duplication of detail, the documentation stipulated may be combined in one document.

### A.1 Documents

A.1.1 The Request for Information (RFI).

A.1.2 The Request for Proposal (RFP)

A.1.3 The Request for Quotation (RFQ).

A.1.4 The service level agreement.

A.1.5 The purchase order

### A.2 Procedure

A.2.1 The RFI:

A.2.1.1 An RFI is issued to SITA by the Client

A.2.1.2 The RFI serves as a formal request for information to SITA

A.2.1.3 On receipt of RFI, SITA must formally respond to the Client

A.2.2 The RFP:

A.2.2.1 An RFP is issued to SITA by the Client

A.2.2.2 The RFP serves as an invitation to SITA to propose possible solutions to the Client to meet a requirement.

A.2.2.3 The requirement of the Client is stipulated in broad terms in the RFP, including inter alia the following elements:

A.2.2.3.1 The Client's business requirement stated at a high level, bearing in mind the following:

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A.2.2.3.1.1 Infrastructure, including the establishing and maintenance of mainframe, distributed systems, network and consolidated department support service infrastructure; application software, including the establishing and maintenance of applications; and other services, including but not limited to consulting assistance with the creation, establishing and maintenance of standards/architectures, command and management information, training and project management, and procurement services

A.2.2.3.2 To ensure that the unique requirements regarding each of the above elements are addressed satisfactorily, it is of the utmost importance to include the necessary background information and relevant detail in the RFP. SITA responds to the RFP by submitting a proposal or proposals, detailing how the requirement must be satisfied in terms of the desired output, the tasks and activities that need to be undertaken to achieve the output, the resources required and the cost thereof. The RFP and the response thereto constitute the basis for preliminary negotiations between the Client and SITA regarding the requirement concerned. Sufficient detail to facilitate risk assessment during these negotiations must be included in the SITA response. Once the appropriate solution and its constituent elements have been adequately identified and agreed on between the Parties, the Client issues an RFQ to SITA.

A.2.2.3.4 Non-disclosure of information relating to an RFP. On receipt of a SITA RFP, the Client undertakes to keep confidential all information (written, including information contained in electronic format, or oral) concerning the business and affairs of SITA that it must have obtained or received from SITA through the RFP; not without SITA's written consent to disclose nor change the information in whole or in part to any other person save its employees involved in the implementation of this agreement, and who have a need to know the same; and

A.2.2.3.4.1.3 use this information solely in connection with the implementation of this proposal and not for its own benefit or any third Party. The provisions of clause A.2.2.3.4.1 must not apply to the whole or any part information to the extent that it is:

A.2.2.3.5.1 already known to the recipient without obligation of confidence;  
A.2.2.3.5.2 independently developed by the recipient;  
A.2.2.3.5.3 publicly available without breach of this agreement;  
A.2.2.3.5.4 rightfully received from a third party.

1059 BA Rev 1.0  
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- A.2.2.3.5.5 A.2.2.3.5.6  
 released for disclosure by the disclosing Party with its written consent; or  
 required to be disclosed in response to a valid order of court or other governmental  
 agency or if disclosure is otherwise required by law.

## A.2.3 The RFQ:

- A.2.3.1 The desired results and output of the order to follow is stipulated in the RFQ in great detail.  
 A.2.3.2 In response to the RFP, SITA prepares a formal quotation, together with the related service level  
 agreement or project charter, acceptance of which (the quotation as well as the service level  
 agreement or project charter related or proposal accepted by the Client (hereafter) is signified by  
 the issuing to SITA by the Client of a purchase order.

- A.2.3.3 The quotation prepared by SITA must address at least the elements below.

- A.2.3.4 Deliverables/receivables  
 A.2.3.4.1 Deliverables: These are elements related to the desired output of the proposed purchase  
 order for which SITA takes responsibility.

- A.2.3.4.2 Receivables: These are elements such as the CPE (client-furnished equipment) beyond the  
 direct control of SITA, but within the control of the Client and that do not exist at the  
 commencement date of the order concerned.

- A.2.3.5 WBS (work breakdown structure): This is a list of the tasks and activities that must be undertaken  
 to ensure the delivery of the desired output of the order. The frequency of repetitive tasks and  
 activities must be included here

- A.2.3.6 Metrics, methods of measurement, reporting and acceptance mechanisms, as methods of  
 payment.

- A.2.3.7 Resources: This is a costed list of the resources required to perform the tasks and activities  
 stipulated in the WBS. A projected cash flow and a total budget must be included here

- A.2.3.8 Legal/commercial issues: Any specific legal or commercial elements not addressed in the Business  
 Agreement, or that serve to amend the existing stipulations in the BA for the specific purposes of  
 the order concerned and that are essential to the effective achievement of the output of the  
 order.

- A.2.3.9 The tasking methodology must serve to enable the Client to maintain high levels of system  
 availability at lower cost and ensure transparency to facilitate a high degree of accountability.

- A.2.4 The service level agreement: In parallel with the RFP and the RFQ processes, and as part of the SITA  
 responses thereto, a service level agreement must be developed in accordance with the standard for  
 service level agreements.

- A.2.5 The purchase order: Once consensus has been reached as to all of the elements of the tasking, the Client  
 places an official purchase order on SITA. The purchase order, together with the service level agreement  
 or project charter related thereto, serves as the instrument against which payments are made and  
 against which contractual execution and measurement takes place.

## Annex B: Subsistence and travel

### B.1 Subsistence and travel (local)

B.1.1 Expenses for subsistence and travel are only applicable when travel is undertaken at the specific request of the Client. The Client must indicate what mode of travel may be used and whether the Client must provide accommodation.

B.1.2 It is hereby recorded that there is no intention that SITA should make any form of profit on subsistence and travel regarding this Business Agreement. SITA must only recover actual expenses incurred by SITA in this regard and only regarding the travel mentioned in B.1.1 above.

B.1.3 Subsistence and travel costs are recovered at the actual value paid therefore to the persons concerned, subject to the travel policy and rules and regulations of SITA applicable from time to time and as amended by the specific relevant stipulations herein. Such stipulations must take precedence.

B.1.4 The policy, rules and regulations of SITA must be furnished to the Client, as such policy, rules and regulations change from time to time, as to enable the Client to effectively verify amounts claimed by SITA in this regard.

### B.2 Assistance and other expenses

B.2.1 The following expenses are claimed in accordance with the SITA travel policy

B.2.1.1 travel, air tickets, car rental and accommodation; and

B.2.1.2 per diem (cost of meals and incidental expenses)

B.2.2 Accommodation

B.2.2.1 Actual cost plus the incidental expenses may be claimed.

### B.3 Recovery of cost

B.3.1 Subsistence

B.3.1.1 Fixed rate claimed, the fixed allowance plus VAT at the ruling statutory rate must be recovered

B.3.1.2 Actual cost claimed: the net cost, after deduction of any input VAT that SITA can rightfully claim, plus VAT at the ruling statutory rate, must be recovered.

B.3.2 Travelling

B.3.2.1 Actual cost, net of any input VAT that SITA can rightfully claim, plus VAT at the ruling rate, must be recovered.

B.3.2.2 Cost calculated according to the SITA travel policy, plus VAT at the ruling rate, must be used to claim back cost regarding usage of SITA employee's private vehicles and SITA pool vehicles.

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