

12.

**PROPOSED AMENDMENT OF TWO CONTRACTS REGARDING GEOGRAPHIC INFORMATION SYSTEMS SERVICES:**

**CONTRACT SC1634A/2015: PROVISION OF GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SERVICES IN THE OVERSTRAND MUNICIPAL AREA; AND CONTRACT SC1793/2017: THE ACQUISITION OF CAPPED ELA LICENSING FEE FOR THE GIS SYSTEM FOR A CONTRACT PERIOD ENDING 30 JUNE 2020**

8/2/2

S Müller

Director : Infrastructure &amp; Planning

10/06/2020

(028) 313 8910

**1. Executive Summary**

The purpose of this report is to provide the necessary information and motivation on the proposed amendment of contracts:

1. SC1634A/2015: Provision of Geographical Information System (GIS) Services Level Agreement (SLA) in the Overstrand municipal area, and
2. SC1793/2017: Enterprise License Agreement (ELA), licensing fee for the Geographical Information System (GIS),

for the extension of software licenses and services for a contract period ending 30 June 2023, in terms of the enabling provisions of section 116(3) of the Local Government: Municipal Finance Management Act, Act No. 56 of 2003 (MFMA).

**2. Service Delivery and Budget Implementation Plan - IGNITE**

Directorate: Infrastructure &amp; Planning

Directorate: Management Services

Section: Geographic Information System (GIS)

Section: Information Communication Technology (ICT)

**3. Compliance with Strategic Priorities**

Provision of democratic, accountable and ethical governance

Provision and maintenance of municipal services

**4. Delegated Authority**

None

**5. Legal Requirements**

Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)

Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)

Overstrand Municipality Supply Chain Management Policy, as amended

Overstrand Municipality Contract Management Policy, as amended

MFMA Circular No. 73 issued by National Treasury

## **6. Background/Discussion/Evaluation/Conclusion**

### **Background**

The ICT department is the budget holder for the ELA. The GIS department is the budget holder for the SLA and the contract owner for the ELA and the SLA.

A GIS services tender was approved in 2015 for the provision of geographic information systems services for the Overstrand municipal area (Contract SC 1634/2015) valid up to 30 June 2017, with ESRI being the only tenderer. Hereafter permission was granted to follow a MFMA s116(3) process that extended the contract to 30 June 2020.

Prior to the SCM process the existing out-dated software licenses were brought to their current release at the time and an operational budget was established to keep the software current. In 2011, after much negotiations, ESRI agreed to enter into a three year ELA with Overstrand municipality that ended 30 June 2014. The ELA package offered much more support and functionality than the normal, individual software licenses. Thereafter, a deviation process was followed to extend the ELA for three years up to 30 June 2017. Hereafter the MFMA s116(3) process was followed to extend the contract to 30 June 2020.

The GIS ELA (Contract SC 1793/2017) and the GIS SLA (Contract SC 1634A/2015) will both expire on 30 June 2020. Both are due for renewal from 1 July 2020 to ensure the continued delivery of spatial information throughout the Overstrand municipality. The Overstrand municipality has standardised on ESRI GIS, its tools and sub-systems. ESRI SA is the sole creator/developer and distributor of the ESRI GIS in South Africa and has the necessary expertise to support and assist the municipality in its strategic intent and systems going forward.

### **Discussion**

GIS is an essential tool to facilitate the management and delivery of service within the Overstrand Municipality. The GIS department in the Infrastructure and Planning Directorate is responsible for the Enterprise GIS provision and support.

The ESRI suite of GIS software has been implemented since 2011 and has been expanded continuously since then. The municipality has a substantial interest in the ESRI GIS, covering over 12 years of investment in software, systems, development, data and skills.

This system has become a critically important information system for the Municipality as a whole. This includes the daily use of GIS viewer software deployed to every desktop in the municipality, the maintenance and linkage of property to financial records, the maintenance of the Overstrand electrical network, as well as the recording of the position of assets. There are a large

number of spatial data map layers containing information from vegetation, to roads, to natural water systems and digital elevation models amongst many others.

The continued use and expansion of the GIS depends on the access to GIS licences from ESRI and the provision of specialised GIS services, such as programming the GIS software and maintenance of property boundaries on the GIS.

## **7. Financial Implications**

### Source of Funding eg. Capital/Operating Budget Provisions

Unique Key	: 20180705059789
	: 20170525078444
Cost Account	: 12220201030000
	: 10660222120000
Item Description	: Contracted Services: Inf & Plan Geoinformatic
	: Management Services: Ext Comp Serv- Software License
Budget Provision 2020/2023	: R 725 000
	: R 1 779 204
Spent to Date/Committed	: R 0
	: R 0
Balance Available	: R 725 000
	: R 1 779 204
Funds Required (This report)	: R 725 000
	: R 1 779 204

## **8. Staff Implications**

None

## **9. Comments from other Departments, Divisions and Administrations**

### **Contract manager: Christo Roets - (028) 3138951**

It is confirmed that Contracts SC 1634A/2015 (SLA) and SC 1793/2017 (ELA) are still active and the proposed extension of these contract are supported.

The contractor indicated that they are willing to extent the contracts for an additional 3 years. Compliance to section 116(3) of the MFMA has been duly adhered to.

The successful amendments to these contracts are subject to the successful completion of the SCM process.

**10. Annexures**

- Annexure A: Intent to amend: SLA and ELA
- Annexure B: Pricing Schedule: SLA
- Annexure C: Pricing Schedule: ELA
- Annexure D: Advert Placed

**RECOMMENDATION TO THE COUNCIL:**

1. that cognisance be taken of the reason for the proposed amendments of the following contracts:
  - (a) SC1634A/2015 for the GIS Services Level Agreement Contract; and
  - (b) SC1793/2017 for the GIS Enterprise License Agreement Contract;
2. that cognisance be taken that no recommendations or representations were received from the local community by the closing date 28 April 2020; and
3. that Council consents to these amendments.

**RESPONSIBLE OFFICIAL :****L RAUCH****TARGET DATE FOR IMPLEMENTATION :****1 JULY 2020****TARGET DATE TO INFORM APPLICANT:****1 JULY 2020**



OFFICE OF THE DIRECTOR:  
INFRASTRUCTURE & PLANNING

Enquiries: L Rauch / GB Stavridis  
Date: 24 February 2020

ADDENDUM – INTENT TO AMEND A CONTRACT

The parties agree to the following intention to amend the existing contract SC1634A/2015, which were signed between them on 9 June 2017 and record this was done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract and date, regarding the abovementioned agreement to the 30 June 2023 on the same terms and conditions.

The supplier acknowledges that they do have the capacity to fulfil the obligation as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

The parties further agree to commit to this amendment of contract after the date of completion of the prescribed Supply Chain Management process:

Thus done and signed at MIDRAND this 27<sup>th</sup> day of FEBRUARY 2020 in the presence of the undersigned witnesses

WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]  
for and on behalf of ESRI: NAME: Hendrik Cloos, Director

Thus done and signed at Hermanus this 11<sup>th</sup> day of March 2020 in the presence of the undersigned witnesses

WITNESSES:

- 1. [Signature]
- 2. \_\_\_\_\_

[Signature]

for and on behalf of Overstrand Municipality: Stephen Muller, Director:  
Infrastructure and Planning

[Handwritten mark]



OFFICE OF THE DIRECTOR:  
INFRASTRUCTURE & PLANNING

Enquiries: L Rauch / GB Stavridis  
Date: 24 February 2020

ADDENDUM – INTENT TO AMEND A CONTRACT

The parties agree to the following intention to amend the existing contract SC1793/2017, which was signed between them on 9 June 2017 and record this was done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract and date, regarding the abovementioned agreement to the 30 June 2023 on the same terms and conditions.

The supplier acknowledges that they do have the capacity to fulfil the obligation as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

The parties further agree to commit to this amendment of contract after the date of completion of the prescribed Supply Chain Management process.

Thus done and signed at MIOBAN this 27<sup>th</sup> day of FEBRUARY 2020 in the presence of the undersigned witnesses

WITNESSES:

1. [Signature] SIKOSAMA
2. [Signature] OBOKOKE

[Signature]  
for and on behalf of ESRI: NAME: Hendrickus Director

Thus done and signed at HERMANUS this 11<sup>th</sup> day of MARCH 2020 in the presence of the undersigned witnesses

WITNESSES:

1. [Signature]
2. \_\_\_\_\_

[Signature] [Signature]  
for and on behalf of Overstrand Municipality: Desiree Arrison, Director: Management Services and Stephen Muller, Director: Infrastructure and Planning

[Handwritten mark]

**Service Level Agreement (SLA)**

**between the**

**Overstrand Municipality**  
(Hereinafter referred to as OM)

**and**

**Esri South Africa (PTY) LTD**  
(Registration No – 1989/006809/07)  
(Hereinafter referred to as Esri SA)

DATE OF SIGNING

OM.....

Esri SA.....



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All requests should be sent to [info@esri-southafrica.com](mailto:info@esri-southafrica.com)

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Directors: P.J. McKivergan (Managing), H.S. Nkosi, M.J. Mophethe (Non-Executive)



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**List of Abbreviations**

OM	-	Overstrand Municipality
Esri	-	Environmental Systems Research Institute
GIS	-	Geographic Information System
SLA	-	Service Level Agreement

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## 1 PREAMBLE AND SCOPE OF AGREEMENT

### 1.1 Preamble

The objective of this agreement is to formalize the institutional agreement between Overstrand Municipality (OM) and Esri SA and set out the terms and conditions of this contractual relationship.

Esri SA has been contracted by OM to provide Esri GIS Software, the annual maintenance thereof and associated Professional Services for the continued support and enhancement of the Esri GIS solution that has been implemented at OM.

### 1.2 Scope of the Agreement

The Esri SA SLA to support and enhance the current Esri GIS Solution and provide associated Professional Services at OM will be for July 2020 – June 2023. The agreement will be effective from 1 July 2020 to 30 June 2023.

Agreed payment terms for the Esri software, annual Esri software maintenance and associated Professional Services will be identified and agreed to by both parties prior to the provision of these services and software. The scope of works is dependent on the technology, new software releases of both Esri Software and 3rd Party technology as well as specific requirements of OM.

#### 1.2.1 In Scope

Professional Services for the enhancement and further customization of the Esri software to meet OM requirements, spatial data capture and updates as requested by OM as well as the provision, installation and configuration of GIS hardware required to run the Geographic Information System (GIS).

#### 1.2.2 Out of Scope

This agreement does not cover any support already covered in the general Esri support provided to all our clients i.e. telephonic operational and technical support between the OM and Esri.

## 2 ESRI SOFTWARE SUPPORT

Esri SA will be responsible for the provision and installation of Esri software procured by OM. For the server products Esri will make a resource available to be on site to install, configure and resolve technical issues.

## 3 PROFESSIONAL SERVICES OFFERINGS AND COST

Professional Services included as part of this SLA entails the further enhancement and customisation of the Esri software platform, that include databases design and modification, custom application development, building of web maps and applications and other customs application widgets and tools, provide GIS technical support and provide GIS data capture services to meet the OM user requirements.

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Description		2020-2021		2021-2022		2022-2023	
		Excl VAT	Inc VAT	Excl VAT	Inc VAT	Excl VAT	Inc VAT
<b>A</b>	<b>Professional Services</b>						
<b>1</b>	<b>GIS Technical Support - Rate per hour</b>						
1.1	GIS Technical Support - Standard	R783,00	R900,45	R838,00	R963,70	R897,00	R1 031,55
1.2	GIS Technical Support - Advance	R979,00	R1 125,85	R1 048,00	R1 205,20	R1 121,00	R1 289,15
<b>2</b>	<b>Systems Development - Rate per hour</b>						
2.1	GIS Systems Development - Standard	R783,00	R900,45	R838,00	R963,70	R897,00	R1 031,55
2.2	GIS Systems Development - Advance	R1 097,00	R1 261,55	R1 174,00	R1 350,10	R1 256,00	R1 444,40
<b>3</b>	<b>GIS Training - Rate per hour</b>						
3.1	GIS training - Standard	R549,00	R631,35	R587,00	R675,05	R628,00	R722,20
3.2	GIS training - Advance	R658,00	R756,70	R704,00	R809,60	R753,00	R865,95
<b>4</b>	<b>Data Capture - Rate per hour</b>						
4.1	Data Capture - Standard	R439,00	R504,85	R470,00	R540,50	R503,00	R578,45
4.2	Data Capture - Advance	R783,00	R900,45	R838,00	R963,70	R897,00	R1 031,55
<b>5</b>	<b>Scanning - Rate per scan</b>						
5.1	Black and White Scan A0	R105,00	R120,75	R112,00	R128,80	R120,00	R138,00
5.2	Black and White Scan A1	R82,00	R94,30	R88,00	R101,20	R94,00	R108,10
5.3	Black and White Scan A2	R61,00	R70,15	R65,00	R74,75	R70,00	R80,50
5.4	Black and White Scan A3	R43,00	R49,45	R46,00	R52,90	R49,00	R56,35
5.5	Black and White Scan A4	R28,00	R32,20	R30,00	R34,50	R32,00	R36,80
5.6	Colour Scan A0	R149,00	R171,35	R159,00	R182,85	R170,00	R195,50
5.7	Colour Scan A1	R113,00	R129,95	R121,00	R139,15	R129,00	R148,35
5.8	Colour Scan A2	R85,00	R97,75	R91,00	R104,65	R97,00	R111,55
5.9	Colour Scan A3	R57,00	R65,55	R61,00	R70,15	R65,00	R74,75
5.10	Colour Scan A4	R38,00	R43,70	R41,00	R47,15	R44,00	R50,60
<b>6</b>	<b>Cadastral Maintenance - rate per hour</b>						
6.1	Cadastral Maintenance - Standard	R564,00	R648,60	R603,00	R693,45	R645,00	R741,75
6.2	Cadastral Maintenance - Standard	R979,00	R1 125,85	R1 048,00	R1 205,20	R1 121,00	R1 289,15
<b>B</b>	<b>Travel &amp; Subsistence</b>						
B.1	Transport costs - Rate per km.	R7,28	R8,37	R7,79	R8,95	R8,33	R9,58
B.2	Accommodation - Cost per night	R1 176,00	R1 352,40	R1 258,00	R1 446,70	R1 346,00	R1 547,90

### 3.1 Service Offering acquisition procedure

3.1.1 Professional Service will be provided a proposal basis.

3.1.2 Hours can be obtained for application development and customisation that include architectural design, database design, data management, data cleaning and or system configuration on the ArcGIS platform.

3.1.3 Process to be followed:

3.1.3.1 OM to define requirement and request proposal from Esri SA

3.1.3.2 Esri SA submit proposal to OM

3.1.3.3 OM to approve/ reject proposal

3.1.3.4 If approved URS to instruct Esri SA will commence with the work

3.1.3.5 OM Purchase order to be raised und submitted to Esri SA.

3.1.3.6 Project follows.

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### 3.2 Communication Plan

The OM authorised representatives, see names below, will provide Esri's authorised representatives, see names below, with an e-mail of all requests (urgent telephonic requests will be followed up with an e-mail as well).

OM Contacts:

- Glenn Stavridis – Contract Manager
- Lee-Ann Rauch – Senior GIS Specialist

Esri contact:

- Pieter van Jaarsveld – Senior Account Manager

### 3.3 Esri South Africa's Support Desk

Esri SA support desk will be open and functional during the following periods:

- Days of the Week: Monday through to Friday (excluding Public Holidays)
- Operational Hours: 08:00 to 16:00
- Contact Numbers: (011) 238 6300 or [support@esri-southafrica.com](mailto:support@esri-southafrica.com) or your local representative in Cape Town

### 3.4 Support Call procedures

The Esri SA Support Desk will accept calls from the nominated personnel within OM. The duty of the Esri SA's Support Desk is to register an official incident together with a full description of the problem that occurred. All Support Desk calls are registered in Esri SA's Customer Relationship Management system and all incidents will received a unique number that can be used for future tracking purposes. These incident numbers will be forwarded back to the OM callers as acknowledgement and reference.

The support call will then be forwarded to the appropriate specialist that will be in contact with the issue owner in order to facilitate and to resolve the incident as soon as possible. Open call duration cannot be determined or limited but Esri SA guarantee that the utmost attention is given to all outstanding open support calls. If, at any point Esri SA requires additional information or support from Esri Inc. Technical Support, Esri SA Support Desk will open a call with Esri Inc. Support in order to address the issue at hand.

Any faults, defects or improvements logged by the OM will be with the Esri technical resource as well as with Esri Account Manager. Receipt of issues logged needs to be acknowledged. Calls will be logged during the working hours of 08:00 to 16:30 on work days. Any calls logged after 16:30 or before 08:00 will be seen as logged at 08:00 on the next working day.

### 3.5 Roles and responsibilities

The following roles and responsibilities have been identified in order to facilitate the process seamlessly

Custodian	Rolls and Responsibilities
Overstrand Municipality	First line support

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Custodian	Rolls and Responsibilities
	First line problem identification Log support calls with Esri
Esri	Investigate issues logged Identify problems Solve problems logged Provide Job Report for each specific issue logged.

### 3.6 SLA Measurements

This SLA will be measured by the response time taken to resolve/fix a reported technical problem and the time taken to respond to a request for enhancements or data.

## 4 CO-OPERATION AND COMPLIANCE REQUIREMENTS

The following key business terms and conditions will apply.

- 4.1 This SLA is from 1 July 2020 to 30 June 2023.
- 4.2 OM will establish a single point of contact for proposals and deliveries.
- 4.3 OM and Esri SA will confirm the dates for site visits in advance, except in emergencies where Esri SA will get a resource on site within 16 hours.
- 4.4 OM will provide Esri with a list of requirements that need to be undertaken by Esri SA. This list will be prioritised by OM and both parties will need to agree that the work required can be completed in the given timeframe and budget.
- 4.5 OM is to provide Esri with the list of requirements prior to a scheduled visit.
- 4.6 Esri SA will, upon instruction from the OM, develop and submit proposals to OM as and when required.
- 4.7 Any tools, applications or viewers developed by Esri SA for the Overstrand Municipality under this SLA can only be deployed at official OM sites or as agreed upon by both parties.
- 4.8 The source code developed by Esri SA for the OM under this SLA will be made available to OM for their own internal use or as agreed upon by both parties.

## 5 DURATION OF AGREEMENT

- 5.1 The agreement will run from 1 July 2020 to 30 June 2023.
- 5.2 The Agreement terminates on the last day being 30 June 2023 provided that both parties may decide and request in writing to terminate this Agreement.
- 5.3 The Agreement may be cancelled by mutual agreement, with notification processes, within a period of 60 (sixty) days.
- 5.4 A party who wishes to cancel the Agreement shall give two months written notice of its intention to do so to the other party.
- 5.5 Such notice shall contain reasons for such cancellation of the Agreement.

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## 6 VARIATIONS TO THE AGREEMENT

Any variations to this Agreement, including the financial allocation, may only be made by consultation and agreement between the authorised parties in writing and subject to OM requiring the necessary legislative approval.

## 7 DISPUTE RESOLUTION

If the Parties are unable to resolve any dispute, resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within one week after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute, within 5 (five) calendar days after it having been referred to them.

Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of mediation, in accordance with the provisions contained in this Agreement.

## 8 MEDIATION

- 8.1 A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to mediation, by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out.
- 8.2 Such mediation proceedings shall be held in Cape Town/Stellenbosch and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:
  - 8.2.1 the usual formalities of procedure (eg there shall not be any pleadings or discovery);
  - 8.2.2 the strict rules of evidence;
  - 8.2.3 immediately and with a view to its being completed within 14 calendar days after it is demanded.
- 8.3 The mediator for such proceedings shall:
  - 8.3.1 If the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 years' experience, agreed upon by the Parties; or
  - 8.3.2 if the matter in issue is primarily a technical matter, be a suitably qualified person agreed upon by the Parties or
  - 8.3.3 any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 15 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Cape Bar Council;
- 8.4 The "mediation" clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.
- 8.5 No clause in this Agreement which refers to mediation shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the mediator.

## 9 CONFIDENTIALITY

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Neither party may disclose to any third party, information acquired during and after the period of the Agreement, unless the parties give written consent or there is other legal authorisation.

## 10 FORCE MAJEURE

- 10.1 A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement if it establishes to the satisfaction of the other party that:
- 10.1.1 The failure was due to an event which was beyond its control;
  - 10.1.2 It could not reasonably have been expected, at the time of conclusion of this Agreement, to have taken into account the event and its effects on the party's ability to perform
  - 10.1.3 It could not reasonably have overcome the event or the effects of the event.
- 10.2 The events contemplated in 10.1 include, but are not necessarily limited to:
- 10.2.1 war, civil war, armed conflict or terrorism;
  - 10.2.2 natural disasters such as violent storms, floods, earthquakes, destruction by lightning, occurrence of global pandemic;
  - 10.2.3 explosions and fires;
  - 10.2.4 Official or unofficial boycotts, strikes, lockouts and go-slows; and
  - 10.2.5 Acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed the risk in terms of this Agreement or in the normal course of business.

## 11 DOMICILIUM AND NOTICES

- 11.1 The parties choose their registered addresses as their domicilium citandi et executandi "domicilium" for the purpose of giving any notice, the payment of any sum, the service of any process and for any other purpose arising from this agreement at the addresses and contact and fax numbers as stipulated in this agreement;
- 11.2 Either party shall be entitled from time to time by written notice to the other to vary its domicilium to any other address which is not a post office box or poste restante;
- 11.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing;
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is provided, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posed by prepaid registered post from an addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day after the date of posting;
  - 11.4.3 is transmitted by telefax (subject to the transmitter retaining the fax transmission slip) shall be deemed (in the absence of proof to the contrary) to have been received within 1 (One) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within 2 (two) hours of the commencement of the following business day where it is transmitted outside those business hours.

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- 11.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party from another, including by way of facsimile transmission, shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium.

Domicilium of OM, GIS House, Impala Street, Hermanus, Western Cape

Domicilium of Esri SA, 113 Elizabeth Road, Midrand, 1685

## 12 RESOLUTIVE CONDITIONS

Depending on the issues needing further resolution, it is the responsibility of OM and/or Esri SA to obtain the relevant authority to effect the final conclusion of the Agreement. Accordingly, it is the responsibility of the respective parties to ensure that the relevant approvals and/or authorisations are obtained, as per the stipulations and specifications contained in the Agreement.

## 13 INTERRUPTIONS AND SUSPENSION OF SERVICE

The parties specifically agree that, in the event of a dispute between them arising out of this Agreement, neither party shall interrupt or suspend the performance of its obligations under this Agreement pending resolution of the dispute.

## 14 GENERAL

No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No addition, variation or agreed cancellation of the Agreement shall be any force and effect unless in writing and signed by or on behalf of the parties.

No extension of time which a party may grant to the other shall constitute a waiver of any of the rights by the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining provisions shall remain of full force and effect. If any invalid term is incapable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity;

## 15 INTERPRETATION OF AGREEMENT

In this Agreement, unless the context otherwise indicates:

- 15.1 All words and expressions to any one gender shall be capable of being construed as a reference to the other gender;

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- 15.2 The words signifying singular shall include the plural and vice versa;
- 15.3 A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa;
- 15.4 Words and phrases defined in this Agreement shall bear the meaning assigned to them throughout this Agreement.
- 15.5 Words and phrases used in this Agreement which are defined or used in any statute which applies to the subject matter, professional person, goods or services provided for in this Agreement shall be constructed in accordance with the applicable statute or regulations;
- 15.6 Headings of clauses are for convenience only and shall aid in the interpretation or modification of the clauses within the Agreement; and
- 15.7 Prior drafts of this Agreement or oral Agreements shall not be taken into account in the interpretation of the contents of this Agreement.
- 15.8 This Agreement shall be governed under the laws of the Republic of South Africa.

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16 SIGNATURES OF AUTHORIZED REPRESENTATIVES TO AGREEMENT

<b>Overstrand Municipality</b>	
..... (Signed on behalf of Overstrand Municipality)	
Designation: .....	
Name: .....	Signature:.....
Date of Signing: .....	
Witness 1:	
Name: .....	Signature:.....
Witness 2:	
Name: .....	Signature:.....
<b>Esri South Africa (Pty) Ltd</b>	
..... (Signed on behalf of Esri South Africa (Pty) Ltd)	
Designation: .....	
Name: .....	Signature:.....
Date of Signing: .....	
Witness 1:	
Name: .....	Signature:.....
Witness 2:	
Name: .....	Signature:.....



**SUPPLY, DELIVER AND INSTALLATION OF A  
CAPPED GEOGRAPHIC INFORMATION SYSTEM  
(GIS) ENTERPRISE LICENSE AGREEMENT FOR  
THE PERIOD ENDING 30 JUNE 2023**

Date

27 May 2020

 **esri** South Africa

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No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording or by any information storage or retrieval system, except as expressly permitted in writing by Esri South Africa (Pty) Ltd.

All requests should be sent to [info@esri-southafrica.com](mailto:info@esri-southafrica.com)

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## Background

Esri South Africa has been approached the Overstrand Municipality (OM) to consider extending the current Capped Enterprise License Agreement (ELA) for a further 3 year period. The first Capped ELA between Esri South Africa and OM was approved in 2011. Since the implementation of the Capped ELA and related services, the geospatial user base has expanded significantly and is now fully established as a mission critical solution in various departments and sub-sections within OM.

The Capped ELA provides the following:

### *Value*

An Enterprise License Agreement will maximise your investment in Esri technology.

- Get the best savings by deploying a common spatial platform across the organisation
- Get preferential technical support
- Utilise Esri South Africa resources as part of your planning processes
- Skills development through technical and end user training

### *Flexible*

Respond to the changing technology environment.

- Meet the requirements of your organisation based on its size and technology needs
- Get access the latest software and solutions
- Select from Esri's on premise solutions (Desktop & Server), Mobile and Cloud based services

### *Manageable*

Streamline license management with a single agreement

- Simplify purchasing
- Budget more effectively by locking in pricing and spreading payments over 3 years
- Track and manage licenses centrally

Based on experience, clients who entered into an Enterprise License Agreement have seen savings of up to 60% in their overall expenditure for Esri licenses. This is a considerable saving if compared to the purchasing of individual licenses, maintenance, training and miscellaneous services through the standard procurement process for the same period.

To ensure continuity within OM, this document outlines the details for the renewal of the ELA which include software maintenance and related support. Esri South Africa is the sole authorised distributor of the ArcGIS range of software in Southern Africa and therefore are the only organisation that can provide an ELA to OM.

## 1. Capped Enterprise License Agreement Overview

### *Definition*

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### *Capped ELA Components*

A Capped ELA comprises of several components, each uniquely put together to address the client's requirements. Not all clients have the same requirements and therefore these components will be discussed with the client before the final submission of the Capped ELA.

#### **1.1. Software Licenses**

Capped ELA's typically permit deployment of "capped" quantities of selected Esri products over the term of the agreement. Royalty Bearing and Third-Party licenses maybe included in limited quantities.

#### **1.2. Training**

One of the most important aspects of a Capped ELA is training. Users who are exposed to a suite of Esri software products for the first time will need training to be able to utilize these new, powerful tools. The training terms of each ELA are different, but typically there are two types of training, Self-Paced e-Learning (web based) and instructor-led training (held at Esri South Africa facilities).

#### **1.3. Professional Services**

Customers implementing a Capped ELA often request time (hours) to be included in the proposal. These hours are used in various ways and means such as minor application development, short term projects, database design, system audits, etc. The range of services and time is added in consultation with the customer.

#### **1.4. Software Maintenance**

Software Maintenance is included with a Capped ELA for the duration of the agreement and customers will have access to all new software versions as soon as they are released. Software products identified in this proposal which allows for unlimited access, and that have been previously deployed by the customer, will be regarded as current on maintenance throughout the term of the agreement.

#### **1.5. Technical Support**

ELA customers have preferential access to the technical support e-mail and hotline. Esri South Africa aims to resolve all supports calls within 24 hours. Should a support call be of such a nature that it cannot be solved locally it will be escalated to technical support at Esri Inc., California, which will impact the time it takes to resolve the problem. Provision is made for onsite support which is primarily used for software installations/upgrades and troubleshooting. ELA customers are required to take some responsibility for technical support which is explained in the ELA Support section.

#### **1.6. Miscellaneous**

In consultation with the customer, additional services and/or products may be included in an ELA. These might include:

- Data
- Third Party Software Licenses

- Conference/Workshop Fees

The Esri ELA is a market leading licensing model aimed at larger enterprise organisations that have a requirement for Enterprise GIS Solutions, such as OM. In South Africa and specifically in Government, Esri GIS software is deemed to be the GIS standard as is evident by the number of ELA's that have been entered between Esri South Africa and Government Departments on various levels i.e. National, Provincial and Local Authority level.

The table below lists some of the current Esri ELA Clients.

National Government	
1	Department of Water and Sanitation
2	Department of Environmental Affairs
3	Department of Rural Development and Land Reform
Provincial Government	
1	Western Cape Government
Local Government	
1	Overstrand Local Municipality
2	Knysna Local Municipality
3	George Local Municipality
4	Stellenbosch Local Municipality
Metropolitans	
1	eThekweni Metropolitan Municipality
2	Buffalo City Municipality
3	City of Cape Town
4	City of Johannesburg
5	Ekurhuleni Metro
6	Nelson Mandela Bay Metropolitan Municipality
Private and Commercial Companies	
1	Sappi Southern Africa
2	Mondi (PTY) Ltd
3	Sasol Group Services

OM has over the past 6 years had a Capped ELA in place which has resulted in a substantial deployment of the Esri ArcGIS software throughout the organization. In order to help sustain existing and new GIS Projects within OM and to control escalation costs in procuring new Esri software, software maintenance and technical support, OM has requested a 3 year extension the current capped ELA .

With the renewal of the Capped ELA, OM will continue to standardise on GIS thereby simplifying license management and continue to provide maintenance benefits to help ensure that the organisation maintains a competitive advantage and increase employee productivity.

From our experience in working with OM it is apparent that there is significant potential to extend the application of GIS solution in many technical, business and strategies areas within OM. For these reasons, we believe that OM will greatly benefit from this extension of the capped ELA for a further 3 years.

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## 2. ELA Products

This section outlines the software, services, training and other agreed upon products/services included in the ELA.

### 2.1. Esri Products License included

Description	Quantity
ArcGIS Desktop Basic/ ArcGIS Pro Basic <i>Incl 20 Desktop Creator User Types</i>	20
ArcGIS Desktop Standard / ArcGIS Pro Standard <i>Incl 6 Desktop Creator User Types</i>	6
ArcGIS Desktop Advance / ArcGIS Pro Advance <i>Incl 1 Desktop Creator User Types</i>	1
ArcGIS Desktop Extensions / ArcGIS Pro Extensions - Network Analyst - Workflow Manager - Spatial Analyst - Geostatistical Analyst - 3D Analyst - Publisher - Data Reviewer - Schematics	5 each
ArcGIS Enterprise Advance <i>Incl 50 Creator User Types</i>	1
ArcGIS Enterprise Extensions - Workflow Manager	1
ArcGIS Enterprise Capability Servers - Image Server	1
Esri Developer Subscription Professional	1

### 2.2. Esri Premium Apps Included

Currently no Esri Premium Apps have been included but these products are available from Esri South Africa on request. The cost of the product will be based upon the list price on date of request. All Product Media Kits will be available for download via the MyEsri Customer Portal or on request from Esri South Africa.

### 2.3. Products excluded

The following products are excluded from the ELA Proposal:

- All 3rd Party Extension product for ArcGIS Desktop and ArcGIS Enterprise
- 3rd Party Application not in the abovementioned list
- 3rd Party Application exceeding the volume mentioned in the table above
- Esri Royalty-Bearing Products and Esri Premium Apps exceeding the volume mentioned in the table above.

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If any of the excluded Esri products or new products are required during the 3 year capped ELA period, these products may be procured from Esri South Africa at the list price at that time of enquiry.

#### **2.4. Authorised product utilisation**

All current OM full time employees, all on-site OM contractors, will be eligible to use the products and services listed above.

#### **2.5. Unauthorised product utilisation**

Currently, all other OM affiliates, sub-contractor employees not included in the abovementioned par 3.4, will not be eligible to participate in the Capped ELA.

### **3. ELA Duration**

The Esri South Africa ELA with OM will be for a three (3) year term and will grant OM specified access to the Esri range of products and services as listed in Paragraph 3 above, which includes all software maintenance on all existing as well as new abovementioned software for the term of the agreement.

The duration of the Capped ELA will be from the 1<sup>st</sup> July 2020 until the 30<sup>th</sup> June 2023.

### **4. GIS Hardware**

Esri South Africa will be allowed to provide advice, to resell and to configure, any hardware specifically required to run the Esri software.

### **5. Communication Plan**

The OM authorised representatives, see names below, will provide Esri's authorised representatives, see names below, with an e-mail of all requests (urgent telephonic requests will be followed up with an e-mail as well).

OM Contact details:

Mr Glenn Stavridis - [gstavridis@overstrand.gov.za](mailto:gstavridis@overstrand.gov.za)

Mrs Lee-Ann Rauch - [lrauch@Overstrand.gov.za](mailto:lrauch@Overstrand.gov.za)

Esri contact details:

Mr P van Jaarsveld – 021-4224620 / 071 4076033;

Email: [pvanjaarsveld@esri-southafrica.com](mailto:pvanjaarsveld@esri-southafrica.com)

#### **5.1. Esri Support Centre**

The following support will be included as part of the Esri South Africa's Support Centre for the duration of the agreement with OM over and above the standard telephonic support provided by the Esri South African Support Desk.

#### **5.2. Esri South Africa Support Desk Information**

Esri South Africa's Support Desk will be open and functional during the following periods:

- Days of the Week: Monday through to Friday (excluding Public Holidays)

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Directors: P.J. McKivergan (Managing), H.S. Nkosi, M.J. Mophethe (Non-Executive)

- Operational Hours: 08:00 to 16:30
- Contact Numbers: (011) 238 6300 or [support@esri-southafrica.com](mailto:support@esri-southafrica.com) or your local representative in Cape Town

### 5.3. Roles and responsibilities

Role & Responsibilities	Entity
First line support	OM
First line problem identification	OM
Log support calls with Esri	OM
Investigate issues logged	Esri SA
Identify problems	Esri SA
Solve problems logged	Esri SA
Provide Job Report for each specific issue logged	Esri SA

## 6. On-site Technical Support

As part of the Capped ELA proposal to OM, Esri South Africa will help to establish and provision the following support structures.

### 6.1. Tier 1 Support Centre (OM)

As part of the key business terms and conditions OM will provide Tier 1 Support to field calls from internal users of Esri products within OM. The Tier 1 Support can be described as follows and includes the following actions:

- Install/ re-install and de-install of all ArcGIS software
- Setup and configure of Desktop License Managers
- Setting of License Managers on applicable desktop and server
- All desktop help support of the ArcGIS Desktop and Enterprise software deployed
- Technical support on Desktop/ Enterprise as well as extension where applicable

### 6.2. Tier 2 Support Centre (Esri South Africa)

The following support will be included as part of the Esri South Africa's Tier 2 Support for the duration of the Capped ELA agreement with OM over and above the standard telephonic support provided by the Esri South African Support Desk.

#### 6.2.1. Support Call procedures

The Esri South African Support Desk will accept calls from the nominated personnel within OM Tier 1 Support relating to issues that are either out-of-scope for the Tier 1 personnel or issues that require more in-depth knowledge of the Esri software or to register serious technical malfunctioning of an specific Esri product. The duty of the Esri South Africa's Support Desk is to register an official case number together with a

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full description of the problem that occurred. All Support Desk calls are registered in Esri South Africa's Customer Relationship Management system and all incidents will received a unique case number that can be used for future tracking purposes. These incident numbers will be forwarded back to the Tier 1 Support Centre callers as acknowledgement and reference.

The support call will then be forwarded to the appropriate Esri specialist that will be in contact with the issue owner to facilitate and to resolve the incident as soon as possible. Open call duration cannot be determined or limited but Esri South Africa guarantee that the utmost attention is given to all outstanding open support calls. If, at any point Esri South Africa requires additional information or support from Esri Inc. Technical Support, Esri South Africa Support Desk will open a call with Esri Inc. support to address the issue at hand.

## 7. Pricing Schedule (13 % per year increase)

### 7.1. YEAR 1: 1 July 2020 – 30 June 2021 (Fixed Price)

Item	Description	Start Date	End Date	Cost Excl. VAT
1	Capped ELA Licensing	1-Jul-20	30-Jun-21	R521 300,00
			Sub Total	R521 300,00
			VAT	R78 195,00
			Total	R599 495,00

### 7.2. YEAR 2: 1 July 2021 – 30 June 2022 (Fixed Price)

Item	Description	Start Date	End Date	Cost Excl. VAT
1	Capped ELA Licensing	1-Jul-21	30-Jun-22	R589 541,00
			Sub Total	R589 541,00
			VAT	R88 431,15
			Total	R677 972,15

### 7.3. YEAR 3: 1 July 2022 – 30 June 2023 (Fixed Price)

Item	Description	Start Date	End Date	Cost Excl. VAT
1	Capped ELA Licensing	1-Jul-22	30-Jun-23	R668 363,00
			Sub Total	R668 363,00
			VAT	R100 254,45
			Total	R768 617,45

### Total Estimated Costs for the Capped ELA for a period 1<sup>st</sup> July 2020 to 30<sup>th</sup> June 2023

Item	Description	Start Date	End Date	Cost Excl. VAT
1	Year 1 (License only)	1-Jul-20	30-Jun-21	R521 300,00
2	Year 2 (License only)	1-Jul-21	30-Jun-22	R589 541,00
3	Year 3 (License only)	1-Jul-22	30-Jun-23	R668 363,00
			Sub Total	R1 779 204,00
			VAT	R266 880,60
			Total	R2 046 084,60

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## 8. Key Business Terms and Conditions

The following key business terms and conditions will apply:

- Software may only be deployed and used at OM locations in South Africa.
- Service Providers that require access to OM licenses to execute work for OM, must get written permission from Esri South Africa.
- Esri technology that may be embedded in third-party products purchased by OM is not included under this agreement.
- OM will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- Any software products identified in this proposal to which OM will have access that have been previously deployed by OM will be regarded as current on maintenance throughout the term of the agreement.
- If OM wishes to acquire and/or maintain Esri products during the term of the agreement that are not included in this proposal, they may do so at Esri South Africa list pricing for software and maintenance.
- The cost for the annual ELA renewal is fixed for the 3-year term
- The fixed price has been calculated on 65/35 splits to accommodate the fluctuations of the USD/Rand R17,00 as well as year on year inflation of 5% over the 3- year period.
- OM will establish a Tier 1 Support Centre to field calls from internal users of Esri products.
- OM will provide an annual report of installed Esri products, including the department in which each product is installed, to Esri South Africa and Esri Inc.
- Esri product updates that OM is eligible to use will be shipped automatically as they become available.
- OM will receive 2 complimentary annual registrations to the Esri International User Conference in San Diego, California.
- OM will receive 4 complimentary registrations and full attendance to the Esri South Africa User Conference.
- The details of this agreement will be company confidential and may not be disclosed by the contracting parties.
- General Conditions:
  - All prices quoted are excluding VAT, unless otherwise indicated
  - Deliveries: To be confirmed on date of order
  - Bank Details:  
Standard Bank, Midrand  
Branch Code: 00.11.55.00  
Account No.: 201130041

## 9. Conclusion

A Capped Enterprise License Agreement (ELA) is the most cost-effective solution for deploying an organization-wide GIS.

With a Capped ELA, OM will be able to:

- Reduce complexity by uniting software licensing into a single organization-wide agreement
- Optimize technology spending by lowering the costs of software compliance
- Increase flexibility and build a scalable system that aligns with your objectives and architecture.
- Maximize value and be able to provide mapping and GIS services where it's needed; when it's needed

Esri South Africa and OM have a long standing relationship and look forward to continuing this relationship in the future.

We appreciate the opportunity to present you with this proposal; one that we believe will bring great benefits to your organization.

## Annexure Sole Authorised Distributor Letter



December 3, 2019

Re: Esri Distributor Certification for ESRI South Africa (Pty) Ltd.

To Whom It May Concern:

Environmental Systems Research Institute, Inc. (Esri), of Redlands, California, USA is the developer and manufacturer of the Esri family of software. We certify that ESRI South Africa (Pty) Ltd., an independent company, is our sole authorized distributor within South Africa, Lesotho, Mauritius, and Swaziland and is authorized to demonstrate, promote, market, distribute, install, support, and provide instruction (including demonstrations and training) for certain Esri software and related materials.

ESRI South Africa (Pty) Ltd. is authorized to appoint other third-party persons or organizations on a nonexclusive basis to market, install and/or provide instruction for the Esri family of software within South Africa, Lesotho, Mauritius, and Swaziland.

This letter expires on December 31, 2023, unless otherwise notified by Esri in writing.

For further information, please contact Louise Arbogast, International Country Manager at Esri at (909) 793-2853 or [larbogast@esri.com](mailto:larbogast@esri.com).

Sincerely,

*A Merino*

Alejandra Merino  
Manager, International Contracts  
Environmental Systems Research Institute, Inc. (Esri)

cc: Louise Arbogast, International Country Manager



**NOTICE IN TERMS OF SECTION 116(3) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003) FOR THE PROPOSED AMENDMENT OF THE EXISTING AGREEMENTS WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI SA) FOR THE ENTERPRISE LICENCE AGREEMENT (ELA) AND PROVISION OF GEOGRAPHICAL INFORMATION SYSTEM SERVICES (GIS)**

Notice is hereby given in terms of Section 116 (3) (a) and (b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) that it is the intention of the Overstrand Municipality to amend the existing contracts with ESRI SA. The proposed amendment of the contracts is to provide for the extension of software licences and support services, for a period of three years effectively from 1 July 2020 to 30 June 2023.

Notice is hereby further given in terms of Section 21 and 21A of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) that the local community and affected parties are invited to submit comments or representations on the proposed amendment of the contracts. Such comments or representations must be submitted by not later than Tuesday, 28 April 2020 at 12:00.

Comments or representations must be submitted in a sealed envelope clearly endorsed "SC1793/2017 and/or SC1634A/2015: COMMENTS ON NOTICE OF AMENDMENT OF EXISTING AGREEMENT WITH ESRI" and be deposited in tender box no. 7.

All submissions must be addressed to:

The Municipal Manager  
Tender box no.7  
Overstrand Municipality  
Magnolia Avenue  
Hermanus  
7200

Persons who are physical disabled or who cannot read or write but wish to participate in the process, may come during office hours to the Municipal Offices, Magnolia Avenue, Hermanus where a staff member will assist that person to transcribe that person's comments or representations.

**Coenie Groenewald**  
Municipal Manager





**KENNISGEWING INGEVOLGE ARTIKEL 116(3) VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE FINANSIËLE BESTUUR, 2003 (WET 56 VAN 2003) VIR DIE VOORGESTELDE WYSIGING VAN DIE BESTAANDE OOREENKOMSTE MET DIE MAATSKAPPY, ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOUTH AFRICA (ESRI SA) VIR DIE ONDERNEMINGSLISENSIE OOREENKOMS EN VOORSIENING VAN GEOGRAFIESE INLIGTINGS STELSEL (GIS) DIENSTE.**

Kennisgewing geskied hiermee ingevolge artikel 116(3) (a) en (b) van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet 56 van 2003) dat Overstrand Munisipaliteit van voornemens is om die bestaande diensvlakooreenkomste met ESRI SA te wysig. Die voorgestelde wysiging van die ooreenkoms is vir die lewering van die sagteware lisensies en ondersteuning dienste vir 'n periode van drie jaar, effektief vanaf 1 July 2020 tot 30 Junie 2023.

Kennisgewing geskied verder ingevolge artikel 21 en 21A van die Wet op Plaaslike Regering: Munisipale Stelsels Wet, 2000 (32 van 2000), dat die plaaslike gemeenskap en geaffekteerde partye genooi word om kommentaar of versoë oor die voorgestelde wysigings aan die Munisipaliteit te lewer. Hierdie kommentaar of versoë moet teen nie later nie as Dinsdag, 28 April 2020 om 12:00 ingedien word.

Alle kommentaar of versoë moet ingedien word in 'n verseëelde koevert, duidelik gemerk "SC1793/2017 en/of SC1634A/2015: KOMMENTAAR OP KENNISGEWING VAN WYSIGINGS VAN DIE OOREENKOMSTE MET ESRI SA" en geplaas word in tenderbus nr. 7.

Alle voorleggings moet geadresseer word aan:

Die Munisipale Bestuurder  
Tenderbus nr. 7  
Munisipaliteit Overstrand  
Magnolialaan  
Hermanus  
7200

Persone wat liggaamlik gestremd is of nie kan skryf nie, maar aan die proses wil deelneem, kan gedurende kantoorure na die Munisipale Kantore, Magnolialaan, Hermanus kom waar 'n personeellid hulle sal help om die kommentaar of versoë neer te skryf.

**Coenie Groenewald**  
Munisipale Bestuurder



**ISAZISO NGOKWEMIQATHANGO YECANDELO 116(3) LOMTHETHO KAMASIPALA: UMTHETHO KAMASIPALA WOLAWULO LWEMALI, 2003 (UMTHETHO 56 WAMA-2003) KULUNGISELELWA ULUNGISO OLUCETYWAYO LWEZIVUMELWANO EZIKHOYO KUNYE NEZIKO LOPHANDO LWEENKQUBO ZENDALO (ESRI SA) KUSENZELWA ISIVUMELWANO SELAYISENISI YESHISHINI (ELA) NESIBONELELO SEENKONZO ZENKQUBO YENGCACISO YENDAWO (GIS)**

ISaziso sinikwe ngokwemiqathango yeCandelo 116 (3) (a) kunye no-(b) loMthetho kaMasipala: uMthetho kaMasipala woLawulo lweMali, 2003 (uMthetho 56 wama-2003) sokokuba yinjongo yoMasipala wase-Overstrand ukulungisa izivumelwano ezikhoyo kunye ne-ESRI SA. Ulungiso olucetywayo lwezivumelwano kukunikezela ngolwandise lweXesha leelayisenisi zenkqubo zekhompuyutha kunye neenkonzozo zenkxaso, kulungiselelwa isithuba seminyaka emithathu esiqalela ngomhla woku-1 kuJulayi 2020 ukuya kumhla wama-30 kuJuni 2023.

Isaziso sinikezelwa ngaphezulu ngowemiqathango yeCandelo 21 kunye nelama-21A loMthetho kaMasipala: uMthetho weNkqubo zikaMasipala, 2000 (uMthetho 32 wama-2000) sokokuba uluntu lwengingqi kunye namaqela achaphazelekayo ayamenywa okokuba angenise izimvo okanye umelo kufuneka zingeniswe kungadiulanga ulwesiBini, womhla wama-28 ku-Epreli 2020 ngentsimbi ye-12:00

Izimvo okanye umelo kufuneka zingeniswe ngemvulophu evaliweyo esayinwe ngokucacileyo "SC1793/2017 kunye/okanye SC1634A/2015: IZIMVO KWISAZISO SOKULUNGISWA KWESIVUMELWANO ESIKHOYO KUNYE NE-ESRI" ze zifakwe kwibhokisi yethenda engunombolo 7.

Lonke ungeniso maluthunyelwe:

UMlawuli kaMasipala  
Inombolo yebhokisi tethenda 7  
UMasipala wase-Overstrand  
Magnolia Avenue  
Hermanus  
7200

Abantu abakhubazekileyo okanye abangakwaziyo ukufunda nokubhala kodwa benqwenela ukuthabatha inxaxheba kwinkqubo, banakho ukuza ngeeyure ze-ofisi kwii-Ofisi zikaMasipala, Magnolia Avenue, Hermanus apho umsebenzi uya kunceda loo mntu ukubhala izimvo zaloo mntu okanye umelo

**Coenie Groenewald**  
UMlawuli kaMasipala