

SERVICE LEVEL AGREEMENT

entered by and between

THE GEORGE MUNICIPALITY

herein represented by Mr Riaan du Plessis in his capacity as **Director: Financial Services**, being duly authorised thereto

(hereinafter referred to as "**the Municipality**")

and

ACUMEN SOFTWARE (PTY) LTD

Registration number: 2006/008627/07

herein represented by **Mr Bryan Gregoire Boonzaier**, being duly authorised thereto

(hereinafter referred to as "**the Service Provider**")

hereinafter collectively referred to as "**the parties**"

A handwritten signature in black ink, appearing to be the initials 'A' followed by a flourish.

PREAMBLE:

- A. The Municipality has appointed the Service Provider, for a period of three (3) years, to perform the Management of a Digital Citizens Engagement Platform under tender FIN016/2022.

- B. The Service Provider has accepted such appointment and shall render the Services to the Municipality on the terms and conditions as set out in this Agreement, the tender specifications, the special conditions, applicable to this tender, the stipulations in the Bid document and the appointment letter dated 8 February 2023, which all form part of this agreement.

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:
 - 1.1.1. **“Agreement”** shall mean this Service Level Agreement, together with the bid documents, and any other annexures hereto, and **“this Agreement”** shall have a corresponding meaning;

 - 1.1.2. **“Municipality”** means the George Municipality;

 - 1.1.3. **“Parties”** means the Service Provider and the Municipality; and

 - 1.1.4. **“Appointment Date”** means the date on which the final Award Letter was sent to the Service Provider (08 February 2023).



2. DURATION

The Services shall be rendered as follows:

A period of three years, starting from Appointment Date.

3. THE SERVICES

This Service Level Agreement specifically describes the Scope of Work and services provided by the Service Provider.

3.1 Scope

This Service Level Agreement applies to the Service Provider's proposal submitted in response to the tender issued by George Municipality under FIN016/2022.

The Municipality is seeking a turn-key solution to effectively connect, communicate and service citizens across all socio-economic strata by delivering digital services to every type of device (smart and non-smart).

The solution must include, but is not limited to:

- Ability to integrate with any municipal system.
- Enhance existing systems and processes.
- Provide relevant and up to date data to identify needs and develop strategic responses.
- Function on all digital devices (smart & non-smart) irrespective of operating system, i.e. USSD enabled.
- Incorporate custom branding.
- Provide a full audit trail on system activity to ensure transparency.
- Capable of supporting 55- to 60-thousand or more accounts.



3.2 Services

The Service Provider must provide a platform to enhance communication and active citizenry.

This must include, but is not limited to:

- a) Supporting A business directory.
- b) User, Role and security Management.
- c) Allow for 1 to 1 communication between the Municipality and a citizen.
- d) Allow for bulk messaging to all application users.
- e) Allow for custom surveys that provides statistics.
- f) Allow for the payment of any municipal service.
- g) Integrated Development Plan Process (IDP).
- h) Motor vehicle registration.
- i) Universal Content Management Services (CMS).
- j) Communicate with emergency services.
- k) Log a call on the customer care system by integrating to the exist system.
- l) Notify citizens of public events by specifying wards.
- m) Automation Framework.
- n) Report meter readings.
- o) Data Governance Framework.
- p) View applications for municipal services.
- q) View personal account details.
- r) View press releases and other communiqués from the Municipality and its partners.
- s) View status of any pending applications e.g. town planning, trader licenses, events, building plans, etc.
- t) View Tenders & RFQs.
- u) View vacancies.
- v) Identity Management.
- w) Integration with various social media feeds.



- x) Register a user's geolocation (a user's geographic position, defined as latitude and longitude coordinates).
- y) Client enabled push notifications (Notifications can be switched off by the user).
- z) Integration with various municipal systems.

The solution must be for a three-year period. At the end of this period all data will vest with the George Municipality in the format of their choice.

4. ROLES, RESPONSIBILITIES AND LEVELS OF SERVICE PROVIDED

4.1 Responsibilities of Municipality

- a) Participate actively in development of the My Smart City App for George Municipality
- b) Make available the necessary resources to define the business processes for the content and applications within My Smart City App
- c) Provide the platform to engage with current service providers that Forcelink and My Smart City app must integrate with.
- d) The Forcelink solution that will be put in place should be administered by trained George Municipality users and used to perform their tasks as and when required.
- e) Make sure that all 3rd Party SLA's are adjusted and in place for the provision of items this project is dependent on for the duration of this agreement. This includes but is not limited to administration, API, flat file, service providers and users operating these 3rd party services where there is a dependency.

4.2 Service Provider Responsibilities

4.2.1 The Service Provider will provide the infrastructure, technology, personnel, processes, and monitoring tools necessary to deliver a Digital Citizens Engagement Platform as described in this document.



The project containing a mobile phone application and back-end support system that has the equivalent or improved content and functions of the previous mobile app must be delivered by no later than 17 April 2023.

4.2.2 The Service Provider must, but shall not be limited to:

- a) Develop and maintenance of the platform,
- b) Ensure minimum downtime (not more than 2% downtime in a calendar month).
- c) Timeous dealing of platform related issues.
- d) Monthly reporting on submission of invoice.
- e) Statistical and analytical reporting as and when required.
- f) Technical support to the public and Municipality.

4.3 Support Services offered by the Supplier

4.3.1 Support Ticket via Email

Sending an email to the Service Provider's email: support@mysmart.city, is the recommended method for requesting support assistance. The request will be delivered to all members of the Service Provider's Support team, ensuring that it is reviewed promptly. Unless designated urgent, requests made via email will be processed in the order in which they are received during normal hours of operation.

4.3.2 Telephone

For Enterprise Clientele Only - Urgent support requests may be made by telephone to special support number provided by the account manager. Messages left after hours will be processed the next business day.



4.4 Response Times and Complaint Resolution

4.4.1 Hours of coverage

Digital Citizens Engagement Platform support will be provided by the Service Provider's Support team Monday through Friday, 8 am to 5 pm on regular business days.

4.4.2 Response times

Acumen Software (Pty) Ltd Support will use the guidelines as set out in **Annexure A**, to this agreement to prioritize support requests, with the goal of beginning to work on the problem within the target timeframe. Actual response times may be shorter or longer, depending on the volume of requests.

4.4.3 Escalation

If the Municipality is not satisfied with the level of service related to a support request, they should contact the account manager or the Service Provider's Executive Team, who will review the Municipality's input and respond to the Municipality with the action taken.

4.4.4 Other Requests

Requests not covered in the scope of this service can be submitted through email to support@mysmart.city and will be referred on to the appropriate individual(s).

5. PAYMENT

5.1 The Municipality shall pay the Service Provider in accordance with the amount payable of the tender document, within thirty (30) days of receipt of a detailed tax invoice, provided that the Services to which the tax invoice relates, have been checked by the Municipality.



- 5.2 The following details must be reflected on the invoice forwarded to the Municipality by the Service Provider:
- 5.2.1 The total amount payable regarding the activities and outputs referred to in the Project Plan below in Annexure B of this Agreement and
- 5.2.2 VAT payable.
- 5.2.3 Out of scope items will be managed as follows. Account manager will work with the Municipality to draw up specifications based on requirements. These requirements will be quoted on by the Service Provider and presented to the Municipality for approval of commercials.
- 5.2.4 Change Requests and major projects will not commence without a Purchase Order number issued.
- 5.3 The Municipality will verify the correctness of services rendered in each major project or release and notify the Service Provider of any possible discrepancies within ten (10) days of the release. After the application has reached go-live status, it is the responsibility of the Service Provider to maintain an uptime of 98%. If the invoice is correct, the amount due shall be payable within thirty (30) days from sending the invoice.
- 5.4 If the Municipality identifies any material discrepancies the invoice will be referred back to the Service Provider, and the amount due will be payable within thirty (30) days from sending of a correct invoice, provided that the Services to which the relevant invoice relates has been achieved to the satisfaction of the Municipality.



5.5
Milestones and payments

Phase	Description	Date of completion	Percentage of total	Amount
1	Project Initiation Phase	6 March 2023	20%	R80000
2	Project Design Phase	23 March 2023	20%	R80000
3	Project Development & Configuration Phase	3 April 2023	40%	R160000
4	Project Deployment Phase	14 April 2023	15%	R60000
5	Project Going-Live & Closure	24 April 2023	5%	R2000

Licensing: Paid annually by 17 April: R420 000 per year

	Description	17 April 2023	17 April 2024	17 April 2025
1	Licensing year 1	R420 000		
2	Licensing year 2		R420 000	
3	Licensing year 3			R420 000

6. DIGITAL CITIZENS ENGAGEMENT PLATFORM DATA, STATS, REPORTING & STORAGE

6.1 All data, themes and plugins will be managed by the Service Provider but owned by the Municipality.

6.2 Monthly analytics reports will be available on the Forcelink platform at any point in time as may be needed.

- 6.3 Monthly performance meetings will be held on the 1st Friday of each month following go-live, or when requested by the Municipality.

7. INDEPENDENT CONTRACTOR

- 7.1 The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer/employee relationship shall exist between the Parties.
- 7.2 This Agreement replaces any other previous verbal or written agreement entered between the Parties.

8. VALIDITY PERIOD AND TERMINATION

- 8.1 This agreement remains valid for the duration of the contract period
- 8.2 The term can be terminated as per a 30-day cooling off period after the commencement of the agreement. Notice of this termination must be made in writing.
- 8.3 If the customer terminates the agreement prematurely to its term, then any unpaid Maintenance Service Fees will be invoiced.
- 8.4 If the agreement is ended by any party, the Service Provider is responsible for providing the client with all data, files, and databases associated with the Digital Citizens Engagement Platform.

9. ENTIRE AGREEMENT

- 9.1 This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or



condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.

9.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

10. WAIVER

10.1 No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.

10.2 No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.

10.3 No indulgence, leniency or extension of time which any Party (*"the Grantor"*) may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

11. CONFIDENTIAL INFORMATION

11.1 The Service Provider shall not, during the currency of this Agreement, or at any time thereafter, utilize or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information of the Municipality, government in any other sphere, or any government institution or organ of state.



11.2 For purposes of this clause "Confidential Information" shall mean -

11.2.1 any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the Municipality, government in any other sphere, or any government institution or organ of state;

11.2.2 any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;

11.2.3 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;

11.2.4 all information which a third party has in terms of any agreement made available to the Municipality and which has become known to the Service Provider in the course of rendering the Services; and

11.2.5 any dispute between the Parties resulting from this Agreement.



11.3 The Service Provider shall -

11.3.1 use the Confidential Information only for rendering the Services;

11.3.2 treat and safeguard the Confidential Information as private and confidential;
and

11.3.3 ensure proper and secure storage of all Confidential Information.

11.4 Any documents or records (including written instructions, notes or memoranda) relating to the Services which are to be provided to the Service Provider or which come into the Service Provider's possession during the currency of this Agreement, are deemed to be the property of the Municipality and shall be surrendered to the Municipality on demand, and in the event of the expiry or termination of this Agreement, the Service Provider will not retain any copies thereof or extracts there from without obtaining the prior written permission of the Municipality.

11.5 The Service Provider –

11.5.1 acknowledges that he/she has carefully considered the provisions of the clause;

11.5.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Municipality and the Government of the Republic of South Africa and that if he/she should at any time dispute the reasonableness of this clause, then the onus of proving such unreasonableness shall be on the Service Provider; and

11.5.3 acknowledges that he/she has entered into this Agreement freely and voluntarily and that no circumstances exist and/or existed for him/her



alleging, either now or at any future time, that he was at a disadvantage in agreeing to the restraints set out in this clause, or was not in an equal bargaining position with the Municipality in agreeing thereto.

11.6 The Municipality –

11.6.1 acknowledges that it is their responsibility to take into account POPIA regulations pertaining to users and their information being used on software developed by the Service Provider and the Service Provider will also adhere to POPIA in terms of its obligations in terms thereof.

12. BREACH

12.1 The Municipality may through its employees ensure that all specifications as stipulated are adhered to. Within one (1) day of the receipt of notice in writing from the Municipality calling upon it to do so, the Service Provider shall provide reason for failing to adhere to the specifications as stipulated herein.

12.2 Failing which the Municipality shall be entitled to cancel and annul this contract without prejudice to the right of recovery from the Service Provider such amount in respect of loss or damage which the Municipality may have sustained or expenses, which may be entailed upon the Municipality by reason of the failure of the Service Provider to observe and fulfil the conditions or performs or has performed unsatisfactorily under this contract.

13. NOTICE AND DOMICILIUM

13.1 The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in term of this Agreement, the following addresses:

THE MUNICIPALITY:



THE GEORGE MUNICIPALITY
Office of the Municipal Manager
Third floor, Civic Centre
George Municipality
71 York Street
George
6530

THE SERVICE PROVIDER:

ACUMEN SOFTWARE (PTY) LTD

Physical address: Unit 7, Main Office Park, 2 Payne Road, Bryanston, 2191

- 13.2 All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.
- 13.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) business days after the date of posting.
- 13.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other Party shall be adequate written notice of communication.

14. DISPUTE RESOLUTION

- 14.1 If any dispute arises between the parties in connection with or arising out of this Agreement the parties shall make every effort to resolve amicably, such dispute or difference by mutual consultation.



- 14.2 Should a dispute which pertains to this Agreement arise between the parties to this Agreement then the Parties can agree to refer the dispute in question to arbitration.
- 14.3 Referral to arbitration must be by way of written notice delivered to the *domicilium cjtandi et executandi* of the other Party/ies involved in the dispute.
- 14.4 In the event of arbitration, the Parties shall use their best endeavours to ensure that the arbitration is held and concluded, and a decision handed down within 30 (thirty) working days after the delivery of the referral to arbitration.
- 14.5 The arbitrator shall be a person agreed between the parties to the dispute alternatively and party to the dispute may request the Chairperson for the time being of the Legal Practice Council (Western Cape Provincial Office) to appoint an arbitrator, which he is authorized to do in his sole discretion, save that the appointed arbitrator must be independent.
- 14.6 The arbitrator shall have the fullest and freest discretion regarding the procedure applicable to the proceedings; whether he shall require assessors to assist in his decision making; as well as the venue and timing thereof, subject to the other terms of this clause 14.
- 14.7 The arbitrator's decision shall be final and binding.
- 14.8 The arbitrator may make an award as to his/her costs.
- 14.9 The provisions of the Arbitrations Act, Act 42 of 1965, shall apply to this arbitration.
- 14.10 A party to this Agreement may institute court proceedings if:

- 14.10.1 same is necessary for the protection of any rights pending the resolution of an arbitration in terms hereof; or
- 14.10.2 same is necessary to obtain relief where grounds justifying urgent relief exist.
- 14.10.3 same is necessary to compel a party to abide by the terms of this arbitration clause.

15. ASSIGNMENT, CESSION AND DELEGATION

- 15.1 The Service Provider shall not assign, cede or transfer any of its rights, interests and obligations (in whole or in part) under this contract.

16. INJURY OR DAMAGE TO PERSON OR PROPERTY

- 16.1 The Service Provider shall indemnify and keep indemnified the Municipality against all losses and against all claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the Service Provider or Service Provider employees providing the services and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof or in relation thereto.

17. FORCE MAJEURE

- 17.1 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement, shall be suspended for the period during which the *force majeure* prevails. Written notice of the *force majeure* specifying the nature and date of commencement thereof shall be dispatched by the party seeking to rely



thereon to the other party as soon reasonably possible after the commencement thereof. Written notice of the cessation of the force majeure shall be given by the party who relied thereon within seven (7) days of such cessation. No Party shall subsequently be obliged to comply with obligations suspended during such period. For purpose hereof, force majeure includes 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 and interruption in product supply, caused by the supplier, flood, storm, fire (or without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the party claiming *force majeure*.

18. IMPLEMENTATION AND GOOD FAITH

- 18.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give conducive to the giving of effect to the terms, conditions and import of this Agreement.




19. **SIGNATURE**

This Agreement is signed by the Parties on the date and at the places recorded herein.

Signed at Stellenbosch on this 6th day of March 2023


AUTHORISED BY:



Signature

Acumen Software (Pty) Ltd
Bryan Gregoire Boonzaier on
behalf of the service provider
being duly authorised

WITNESSED BY:



Signature

Nicola Rust
Full Name and Surname

Signed at GEORGE on this 31 day of MARCH 2023

AUTHORISED BY:




Signature

LG WMA/EE

Mr. Riaan du Plessis
in his capacity as Director:
Financial Services of George
Municipality being duly authorised

WITNESSED BY:



Signature

GERARD BOONZAIR
Full Name and Surname

MEMORANDUM



Enquiries: Ms Tracy Du Plooy
Office of the Municipal Manager
e-mail: tduplooy@george.gov.za
Tel: +27 (0)44 801 9069
Collaborator Nr: 2590514

OFFICE OF THE MUNICIPAL MANAGER

Aan/To:	: DEPUTY DIRECTOR: FINANCIAL MANAGEMENT, MR L WALLACE
Van/From	: THE MUNICIPAL MANAGER, DR M GRATZ
Afskrif/Copy	: EXECUTIVE MAYOR EXECUTIVE DEPUTY MAYOR SPEAKER CHIEF WHIP PORTFOLIO COUNCILLOR CHIEF FINANCIAL OFFICER DIRECTOR: CIVIL ENGINEERING SERVICES DIRECTOR: CORPORATE SERVICES DIRECTOR: ELECTROTECHNICAL SERVICES DIRECTOR: HUMAN SETTLEMENTS, PLANNING & DEVELOPMENT ACTING DIRECTOR: COMMUNITY SERVICES
Tel	: (044) 801 9069
Datum/Date	: 29 MARCH 2023
Insake/Regarding	: APPOINTMENT AS ACTING CHIEF FINANCIAL OFFICER (31 MARCH 2023 – 6 APRIL 2023)

In accordance with the Delegation of Powers adopted by Council on 30 June 2022, and with specific reference to the powers allocated to the Municipal Manager in terms of delegation 4.5.36, you are hereby appointed as the Acting Chief Financial Officer for the period commencing on 31 March 2023 up until and including 6 April 2023.

All the powers and functions assigned to the Chief Financial Officer are hereby conferred upon you in your capacity as the Acting Chief Financial Officer for the period mentioned above.

Yours Sincerely,

L WARING
ACTING MUNICIPAL MANAGER



ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR R DU PLESSIS**

Signature: _____

Capacity: **DIRECTOR: FINANCIAL SERVICES**

Date: _____

08/02/2023

For the Employer:

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

THE TENDER OFFER

I/We Mr/Mrs/Messrs Bryan Boonzaier
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) at the price/s reflected in the Pricing Schedule.

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: Unit 7, Corner Main Office Park
2 Payne Road
Bryanston
2191

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: Bryan Boonzaier

Signature:  _____

Date: 11 NOVEMBER 2022

This form must be completed and signed to be considered provisionally responsive.

Reference Number: FIN016/2022
Date: 08 February 2023

Enquiries: Bronlynn Jumat
044 801 9464

Acumen Software (Pty) Ltd
P O Box 98495
Sloane Park
2152

Per e-mail: bryan.boonzaier@acumensoft.net / joao.zoio@acumensoft.net /
Jacques.schonken@acumensoft.net

Dear Sir/Madam,

TENDER NUMBER: FIN016/2022 – APPOINTMENT OF A SERVICE PROVIDER FOR THE MANAGEMENT OF A DIGITAL CITIZEN ENGAGEMENT PLATFORM FOR A PERIOD OF THREE (3) YEARS

Our letter dated 17 January 2023 has reference.

No dispute was received against the decision of Municipality's Bid Adjudication Committee. As such it is our pleasure to inform you that your company has been selected as the preferred bidder in terms of tender FIN016/2022.

Description	Total Rates for three (3) years (All applicable taxes included)
Management of a Digital Citizen Engagement Platform for a period of three (3) years; on condition that: <ul style="list-style-type: none">The actual work progress and expenditure by the service provider be limited to no more than the approved budget of the George Municipality for the applicable financial years	R2,081,500.00

Please note the appointment will only be finalised once both parties have signed the contract / agreement.

Yours sincerely



R DU PLESSIS
DIRECTOR: FINANCIAL SERVICES