

SERVICE LEVEL AGREEMENT



Waterberg
District Municipality

on the Go for Growth

WATERBERG DISTRICT MUNICIPALITY

Entered into by:

WATERBERG DISTRICT MUNICIPALITY
(the Client')

And

ULTIMATE RECRUITMENT SOLUTIONS
Registration Company Name: **ULTIMATE RECRUITMENT SOLUTIONS**
(PTY) LTD
(Registration no: 2005/138794/23
(The Service Provider')

In respect of the **Advertising Agency**

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- 2.1. the singular includes the plural and vice versa;
- 2.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely :
- 2.2.1. '**business day**' means any working day, excluding Saturdays, Sundays and public holidays;
- 2.2.2. '**Client**' means the Waterberg District Municipality;
- 2.2.3. '**commencement date**' means the date on which the parties commenced with the performance of their obligations, **01 March 2017**
- 2.2.4. '**contract price**' means the total amount of fees that will be charged by the Service Provider, including disbursements and VAT, for the performance of the services in terms of this Agreement;
- 2.2.5. '**key result**' means an indicator or yardstick in terms of which the Service Provider's successful performance of its obligations may be gauged;
- 2.2.6. '**methodology**' means the professional expertise and the system of methods required by the Service Provider to perform the obligations set out in terms of this Agreement;

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2.3. figures are referred to in numerals and in letters and if there is any conflict between the two then the letters shall prevail; and,

2.4. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement, which do not themselves, contain their own definitions.

3. Appointment and Duration

3.1. The Client hereby appoints the Service Provider to carry out the services detailed in Paragraph 7 to this Agreement upon the terms and conditions set out herein.

3.2. The Service Provider will commence and complete the performance of the provision of Advertising Agency services for the Waterberg District Municipality as indicated in the project proposal and in the letter of appointment or on such other dates as may be agreed by the parties.

3.3. The duration of the project is for 36 (thirty six) months, commencing on **Wednesday, 01 March 2017** and ending on **28 February 2020**.

4. Service Team

4.1 The team members that will be involved in the project must be according to the proposal and where a team member resigns or leave the institution the client must be informed in writing through Supply Chain Management and the Project Manager.

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6.1.3. Letter of appointment (Schedule 3); and,

6.1.4. This Agreement.

6.1.5. National Treasury Conditions of Contract

6.2. In the event of conflict between the provisions of any of the aforestated documentation and this Agreement, the provisions of this Agreement shall prevail.

7. **Scope of Services**

This tender makes a provision for the appointment of a service provider to publish tender and vacancies advertisement and other related notices on behalf of Waterberg District Municipality in various newspapers as and when required over thirty six (36) months period.

Some of the responsibilities among others will include:

- ✓ Design, formatting, spell check and editing of information submitted
- ✓ Prepare layout of all adverts or notices
- ✓ The service provider who will be able to submit and place the adverts/notices to media houses on time and in the correct format (or as quick as possible).
- ✓ Produce advertising material/notices according to WDM brief.
- ✓ Resize the adverts/notices, either smaller or bigger where necessary
- ✓ Purchase media space on behalf of WDM
- ✓ Work with or advice the WDM officials on how to develop advertising materials
- ✓ Re-submit a revised quotation and confirm publication

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purchasing order number and date of the adverts must appear on all the invoices.

8. Price fee

The contract price in respect of the Tender is as per the pricing schedules provided in by Ultimate Recruitment Solutions. proposal as follows:

8.1 Ultimate Recruitment Solutions is appointed for the provision advertising agency services for the Waterberg District Municipality at **R15, 083.83 VAT Inclusive and R13, 231.43 VAT Excluding per centimetre column. The detailed pricing schedule is contained on page 6; 7, 8, and 9 of tender document.**

8.2 The fee shall be payable within 30 (thirty) days upon receipt of valid invoice.

9. Obligations of the Service Provider

9.1. The aforesated services shall be rendered diligently and to the standard required by the Client;

9.2. The service provider shall act in the best interest of the client at all times;

9.3. The service provider shall at all times exercise due care and skill in delivering services;

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11.2. If the Client defaults or falls into arrears with any payment then the Service Provider reserves its right to claim payment of interest at the prime rate, calculated from 30 (thirty) days after the payment has become due to the actual date of payment.

12. Variations and cancellations

12.1 No agreement varying adding to, deleting from or cancelling this agreement shall be of force or legal effect unless reduced to writing and signed by or on behalf of the parties.

13. Limitation of liability

13.1. The Service Provider hereby protects and secures the Client against all legal liability with regard to any claims that may arise as a result of a breach of contract or negligence on the part of the Service Provider in respect of its obligations in terms of this Agreement.

13.2. The maximum liability of the Service Provider in respect of the aforesaid claims shall be limited to the aggregate of fees that have accrued to the Service Provider for the obligations that form the subject of the breach of contract or negligence as at the time that the cause of action arose.

14. Amicable Settlement

14.1 If any dispute arises in terms of this contract, either party may give five (5) days written notice to the other of such dispute, whereupon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

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16. Breach

- 16.1. If either party breaches this Agreement or fails to perform any of its obligations, then the other party shall provide written notice, calling upon the first party to rectify its breach within a period of not less than 10 (ten) business days.
- 16.2. Should the party in breach have failed to rectify the breach within the aforesaid time period, the other party may cancel this Agreement and claim recovery of damages.
- 16.3. Timeframe for this project is 36 (thirty-six) months upon commencing from the date of signature by all parties.
- 16.4. Any request for an extension on timeframe must be done in writing and be approved by the Accounting Officer or penalties will be imposed on the Service Provider.
- 16.5. Penalties in case of breach, extension on timeframe or inferior quality of goods and services will be determined by the client on his/her own discretion (penalties can be from 2% - 25%).

17. Termination

- 17.1. This Agreement may be terminated upon 20 (twenty) business days' written notice, after the terminating party has consulted the other about its intention.
- 17.2. The aforesaid termination shall not prejudice either party's rights in respect of the obligations already performed or to be performed as at the date of termination.

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20.1.2 Service Provider :
319 Kim Street
Grootfontein CE
Pretoria

Or

P.O.Box 11506
Tiegerpoort
0056

Contact number: 012 811 1900

20.2. Either party may change its *domicilium citandi et executandi* by giving written notice to the other, the new address becoming effective at the expiry of 10 (ten) business days from the communication of notification.

21. Amendments and alterations

21.1 No amendments and/or alterations to the terms of this Agreement shall be valid or binding unless reduced to writing and signed by all Parties.

22. Penalty Clause

22.1 The expiry date for the implementation period for this project is **28 February 2020.**

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23.1.1 which is generally available to the public, or which will become generally available to the public other than by breach by the Receiving Party of its obligations hereunder;

23.1.2 which was or is already known to the Receiving Party before it had been or will be disclosed by the Disclosing Party, provided that such information may not reasonably be considered by the Receiving Party as confidential;

23.1.3 which the Receiving Party has received or will receive on a non-confidential basis from any party (including any third party) which is not in breach of an obligation of confidentiality towards the Disclosing Party or any party (including any third party), provided that such information may not reasonably be considered by the Receiving Party as confidential; and

23.1.4 which is independently developed by or on behalf of the Receiving Party.

23.2 All Parties shall:

23.2.1 hold the other Party's Confidential Information in the strictest confidence;

23.2.2 not make use thereof other than for the performance of its obligations under the Agreement; and

23.2.3 only release such Confidential Information on a "need to know" basis subject thereto that the persons to whom such Confidential Information is released shall undertake to be bound by the confidentiality obligations contained herein.

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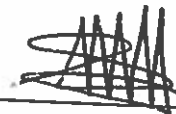
24. **Warrant of Authority**

The persons signing this agreement on behalf of the parties warrant their authority to do so.

Signed at **Modimolle** this 1st day MARCH of 2017

AS WITNESSES:

1.  _____ For and on behalf of the Client

2.  _____  _____
MS Mabotja
Municipal Manager

Signed at **Pretoria** this 01 day MARCH of ~~2016~~ 2017

