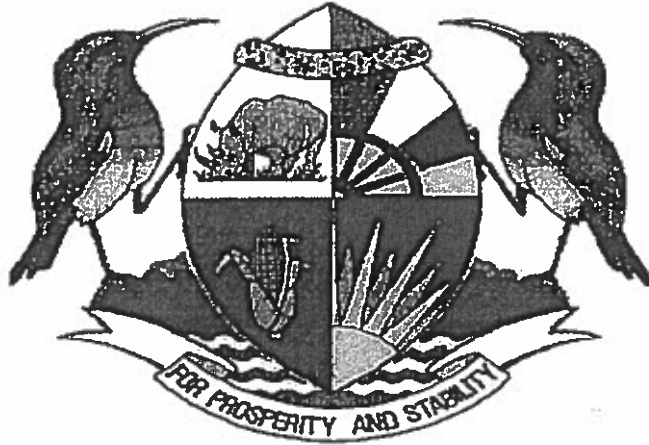


# SERVICE LEVEL AGREEMENT



**WATERBERG DISTRICT  
MUNICIPALITY**

Entered into by:

**The Waterberg District Municipality  
( ' The Client' )**

And

**Sunday Kit Uniform Supplies cc  
( 'The Service Provider' )**

In respect of Supply and Delivery of Uniform and PPE for the Waterberg District Municipality

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## Preamble

### Whereas:

Firefighting Service is the function of Waterberg District Municipality therefore; it is the responsibility of the District to provide and maintain a workplace that is safe and without risk to the health of their employees.

Waterberg District Municipality have appointed Sunday Kit Uniform Supplies cc to supply and deliver uniform and PPE for the fire service.

It is therefore agreed as follows:

### 1. Interpretation

The headings of the paragraphs in this Agreement are for the purposes of reference only and shall not be used in the interpretation of this Agreement. In this Agreement, unless a contrary intention clearly appears:

- 1.1. the singular includes the plural and vice versa;
- 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely :
  - 1.2.1. **'business day'** means any working day, excluding Saturdays, Sundays and public holidays;
  - 1.2.2. **'Client'** means the Waterberg District Municipality;
  - 1.2.3. **'commencement date'** means the date on which the parties commenced with the performance of their obligations, namely **date of signature of service level agreement** ;
  - 1.2.4. **'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;
  - 1.2.5. **'key result'** means an indicator or yardstick in terms of which the Service Provider's successful performance of its obligations may be gauged;
  - 1.2.6. **'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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- 1.2.7. 'project' means the services to be performed by the Service Provider in terms of the Tender and the corresponding obligations to be fulfilled by the Client;
- 1.2.8. 'project plan' means the strategy prepared by the parties for the successful completion of the Project submitted within a reasonable time, prior to commencement of project;
- 1.2.9. 'Remuneration schedule' means the details of remuneration.
- 1.2.10. 'Service Provider' means Sunday Kit Uniform Supplies cc under the registration name: Sunday Kit Uniform Supplies cc: a company established in 2002 under Registration Number: 2002/058121/23
- 1.2.11. 'services' refers to the professional work to be performed by the Service Provider in terms of this Agreement, as per in Clause 6 of this Agreement;
- 1.2.12. 'Tender' means WDM/2017/18-02 advertised by the Client and being in respect of the Supply and Delivery of Uniform and PPE for the Waterberg District Municipality.

- 1.3. figures are referred to in numerals and in letters and if there is any conflict between the two then the letters shall prevail; and,
- 1.4. Expressions defined in this Agreement shall bear the same meanings in schedules or annexure to this Agreement, which do not themselves, contain their own definitions.

## 2. Appointment and Duration

- 2.1. The Client hereby appoints the Service Provider to carry out the services detailed in Clause 6 of this Agreement upon the terms and conditions set out herein.
- 2.2. The Service Provider will commence on the 22 June 2018 and complete on the 22 September 2018 with the performance of the services on the Supply and Delivery of Uniform and PPE as indicated in the tender document, project charter and in the appointment letter or on such other dates as may be agreed by the parties.

## 3. Team

- 3.1. The team members that will be involved in the project must be as according to the proposal and where a team member resigns or leave the institution the client must be informed.
- 3.2. In case where one of the team members mentioned in the proposal leaves an institution, the company must replace such a member with a member equivalent (in terms of the rank, qualification and the experience) or more.

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**4. Shareholders**

4.1. In case where the shareholdings of the company changes during the year the client must be informed of such changes.

**5. Extent of terms and conditions**

5.1. This Agreement consists of the terms and conditions set out in the documentation listed as follows:

- 5.1.1. All tender documents comprising the Tender (Schedule 1);
- 5.1.2. The Service Provider's proposal (Schedule 2);
- 5.1.3. Letter of appointment and acceptance (Schedule 3); and,
- 5.1.4. This Agreement together with the National Treasury conditions of Contract.

5.2. In the event of conflict between the provisions of any of the afore stated documentation and this Agreement, the provisions of this Agreement shall prevail.

**6. Scope of Services**

The service provider is required to perform the following activities among others:-

**6.1. PHASE 1: DESIGN AND COMPILATION FOR APPROVAL**

- 6.1.1. Sizing/measurement of members
- 6.1.2. Design and layout
- 6.1.3. Submission of draft art work eg. Logo and badge
- 6.1.4. Approval of the work done, should there be no changes or additions required.

**6.2. PHASE 2: DELIVERY**

- 6.2.1. Delivery of the Uniform and PPE at Waterberg District Municipality.

**NB: - Any additional work which is not part of the initial agreement will have to be requested in writing and approval be given prior to initial work done.**

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**7. Deliverables**

7.1. Supply and Delivery of Uniform and PPE in accordance with the bid specifications within three (03) months.

**8. Price**

8.1. The contract price in respect of the Proposal is as per the pricing schedule provided in by Sunday Kit Uniform Supplies cc's proposal as per appointment.

8.2. SUPPLY AND DELIVERY OF UNIFORM AND PPE for the Waterberg District Municipality at R433 249.18 (VAT Inclusive) for a period of three (03) months.

**9. Obligations of the Client**

9.1. The Client shall ensure that the Service Provider has reasonable access to and the support of whatever information or personnel, respectively, may be necessary for the Service Provider to fulfil its obligations.

**10. Obligations of the Service Provider**

10.1. There afore stated services shall be rendered diligently and to the standard required by the Client.

**11. Remuneration**

11.1. The Client shall pay the Service provider on completion of the project.

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. Unless the client is awaiting clarification of issues on the invoice, the payment may exceed (39 days).

**12. Limitation of liability**

12.1. 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.

12.2. The maximum liability of the Service Provider in respect of the afore stated 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.

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**13. Disputes**

- 13.1. In the event that a dispute arises between the Client and the Service Provider it shall be referred to mediation within 5 (five) business days of either party declaring such a dispute. In this regard:
- 13.2. A mediator shall be appointed by the parties, alternatively by the chair of the Attorneys Association in the Province where the dispute arose, to preside over the mediation; and,
- 13.3. The parties shall seek ways and means to resolve the dispute in the most expedient manner.
- 13.4. Should the dispute not be resolved within 10 (ten) business days of the commencement of mediation it shall be referred to arbitration. Accordingly:
- 13.5. An arbitrator shall be appointed by the parties, alternatively by the chair of the Arbitration Foundation of South Africa ('AFSA'), to preside over the arbitration; and,
- 13.6. The rules of AFSA shall govern the conduct of the arbitration.
- 13.7. Nothing in this paragraph shall prevent either party from approaching the High Court for suitable judicial relief.

**14. Breach**

- 14.1. 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.
- 14.2. Should the party in breach have failed to rectify the breach within the afore stated time period, the other party may cancel this Agreement and claim recovery of damages.
- 14.3. 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.

**15. Termination**

- 15.1. This Agreement may be terminated upon 20 (twenty) business days' written notice, after the terminating party has consulted the other about its intention.
- 15.2. The afore stated 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.

**16. Whole agreement**

- 16.1. This Agreement constitutes the whole agreement between the parties unless supplemented by further agreements, which shall be in writing.

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17. ***Domicilium citandi et executandi***

17.1. The parties choose as their *domicilia citandi et executandi* the addresses set out hereunder:

17.1.1. **Client:**  
Office of the Municipal Manager  
Waterberg District Municipality  
Harry Gwala Street  
Modimolle

17.1.2. **Service Provider :**  
54 Siemert Road  
5<sup>th</sup> Floor Hallmark Tower Building  
New Doorfontein  
2094

17.2. 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.

18. **Penalty Clause**

18.1. The expiry date for the implementation period for this project is 22 September 2018.

18.2. No extension will be granted for this project without good motivation and any failure to deliver the expected results before or on the specified date of the 15 August 2018 will automatically result in penalties to be effected by WDM per day.

18.3. The penalties will be calculated from 2% to the maximum of 25% of the total project amount on the discretion of the municipality. Penalty percentage can be increased from 25% depending on the severity of the penalty.

18.4. National Treasury Conditions of Contract will also apply in terms of penalties imposed.

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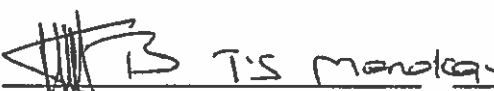

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Signed at Modimolle-Mookhophong on this 22 day June of 2018.

AS WITNESSES:

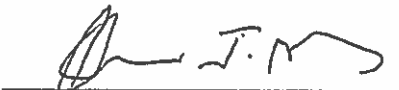
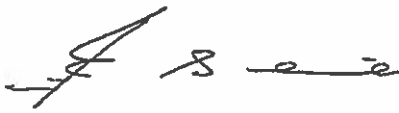
1.  \_\_\_\_\_

2.  T'S Monda.  \_\_\_\_\_  
16/06/2018 CLIENT

Signed at Modimolle-Mookgophong on this 22 day JUNE of 2018.

AS WITNESSES:

1.  \_\_\_\_\_

2.  \_\_\_\_\_  \_\_\_\_\_  
SERVICE PROVIDER



# KEKE KHUMO PROJECTS (PTY) LTD

Reg: 2018/300502/07

Tax No: 9166814237

*QUOTE*

House No 2158 Zone 1  
Mahwelereng  
Mokopane  
Limpopo  
0626

073 313 1616  
matlaila078@gmail.com

Date:14/08/2018  
Quote:Kek001

To: Waterberg District Municipality  
Harry Gwala Street  
Modimolle  
'0510

ATTENTION: BRUCE

Unit	Description	Unit Price	Line Total
1	Brother -MFC-9320CW Toner Cartridge Model No TN-240 (BK/C/M/Y)	R 2,400.00	R 2,400.00
1	Hp Colour Laserjet Pro MFP M178-M181FW 205A (CF530A,CF531A, And CF532A)	R 2,000.00	R 2,000.00
	Subtotal	R	4,400.00
	VAT	R	-
	Total	R	4,400.00

THANK YOU!!!



Date / Datum  
15 08 2015

To / Aan: Waterberg District Municipality  
Harry Gwaha Str Modimolle

Quotation / Kwotasie  
MCCM

WE THANK YOU FOR YOUR ENQUIRY WE HAVE PLEASURE IN DETAILING OUR QUOTATION BELOW

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Venue: Waterberg District Municipality (Modimolle)		
	Date: 16 August 2015		
	Lunch for 15 People		
	Pop		
	Rice		
	Beef stew		
	Fried chicken		
	Gravy		
	2x Srilads		
	2x Vegetables		
	15x 330ml Assorted Coca-cola products		
	100% Juice		
	15x 500ml Still water		
15	x People for lunch	65.00	975.00
<b>SUB TOTAL</b>			975.00
<b>VAT 14%</b>			146.25
<b>TOTAL</b>			1121.25

\*\*THIS QUOTATION IS VALID FOR 14DAYS ONLY

\*\*HIERDIE KWOTASIE IS GELDIG VIR 14 DAE

**Ingelosi Trading 536CC**  
2007 / 188705 / 23  
Bakovenkranz - Postbus 620  
Modimolle 0510  
Tel 079 216 6581 Fax 086 595 2018  
Email: ingelositrading536cc@gmail.com

# MOGAKA TRADING CC

REG: 2008/087396/23

TAX: 9544286165

P.O. BOX 1883  
MAHWELERENG  
0626

CELL: 082 395 2554, EMAIL: [lolomatlaila1@gmail.com](mailto:lolomatlaila1@gmail.com)

2158 ZONE A  
MAHWELERENG  
0626

QUOTE

14 AUGUST 2018

Waterberg District Municipality  
Harry Gwala Street  
Modimolle  
0510

## SUPPLY OF CARTRIDGES

Qty	Description	Unit Price	Total
1	Brother -MFC-9320CW Toner Cartridge Model No TN-240 (BK/C/M/Y)	R 3 450.00	R 6 050.00
1	Hp Colour LaserJet Pro MFP M178-M181FW 205A (CF530 A,CF531A, And CF532A)	R 2 600.00	
		<b>TOTAL</b>	<b>R 6 050.00</b>

MOGAKA TRADING CC  
STANDARD BANK  
031702910  
Current Accounts