

Between



Waterberg
District Municipality

on the Go for Growth

Waterberg District Municipality
(Client)

And

Siyenza Holdings (Pty) Ltd
(‘The Service Provider’)

In respect of the

“In respect of the Provision and Installation of the CCTV Cameras for Modimolle Disaster Centre and Modimolle Abattoir”.

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Preamble

Whereas:

.....

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 1st September 2012 signed and agreed . date of the signature of this agreement{ Service Level Agreement} by both parties;
 - 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;
 - 1.2.7. '**prime rate**' means the variable interest rate as charged and calculated by the Service Provider's bankers from time to time;
 - 1.2.8. '**project**' means the services to be performed by the Service Provider in terms of this Agreement and the corresponding obligations to be fulfilled by the Client;
 - 1.2.9. '**project plan**' means the strategy prepared by the parties for the successful completion of the Project;

- 1.2.10. **'remuneration schedule'** means the details of remuneration set out in Schedule 1 to this Agreement;
- 1.2.11. **'Service Provider'** means Siyenza Holdings (Pty)Ltd a Private close corporation with Registration number 2001/019126/07;
- 1.2.12. **'Tender'** means invitation of the quotes by the Client {WDM} and being in respect of the Provision and installation of CCTV Cameras for Modimolle Disaster Centre and Modimolle Abattoir;
- 1.2.13. **'Services'** refers to the professional work to be performed by the Service Provider in terms of this Agreement, as described in Clause 4 of this agreement.
- 1.2.14. **'Figures'** referred to in numerals and in letters and if there is any conflict between the two then the letters shall prevail; and, 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.

2. Appointment and Duration

- 2.1. The Client hereby appoints the Service Provider to carry out the services detailed in Clause 6 to this Agreement upon the terms and conditions set out herein.
- 2.2. The Service Provider will commence on the **1st September 2012 and complete on the 30th October 2012** the performance of the services on the dates detailed in terms of Clause 2.3 or on such other dates as may be agreed by the parties.
- 2.3. The Service Provider will commence. **upon date of signature of service level agreement** and complete in a period not exceeding (02) two months from the date of signature for the performance of the services as agreed by both 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.

4. Shareholders

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 (Schedule 3); and,
 - 5.1.4. This Agreement.
 - 5.1.5. The National Treasury General Conditions of Contract
- 5.2. In the event of conflict between the provisions of any of the aforesaid documentation and this Agreement, the provisions of this Agreement shall prevail.
- 5.3. Any additional work which is not part of the initial agreement will have to be requested in writing and approval be given prior to work done.

6. Scope of Services and Price

1. IP Dome Cameras 1Mp 15 fps at 1280X800 f3.3-12mm IR led 2 Way audio 12vdc or POE
2. Megapixel Bullet Network Camera IR corrected 3.3-12mm lens, 1280x800 @, removable IR-cut filter
3. SD/SDHC Memory Card Slot, 1 x DI/DO for external alarm and sensor input, MPEG4/MJPEG
4. UTP Cat5E Network Points for IP cameras
5. Travel
6. Accommodation
7. Radio Link Set
8. Forensic Search Utility
9. LCD Screen
10. Camera Licenses
11. Viewing PC Work Stations
12. 25U Floor Standing cabinet 600 x 800 with 4 Way Fan Unit, and 6 Way Power
13. Net gear POE 24 Port Switch 10/100
14. Labour Install Cameras
15. CCTV surge protector
16. Miscellaneous Items
17. Control Room Console
18. Labour Set up Control Room
19. Rack Mount Server
20. Seagate SV35 2TB Video Surveillance HDD

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7. Price

The contract price in respect of the Tender shall be the amount contained in the Service Provider's Fee Structure including mentioned below including VAT. I.e

- Modimolle Disaster Centre : R 489 848,88 {vat inclusive}
- Modimolle Abattoir : R652 724,10 {vat inclusive}
- **Total Amount : R 1 142 572,98 (vat inclusive).**

8. Obligations of the Service Provider

- I. The aforesated services shall be rendered diligently and to the standard required by the Client. The completion report shall be furnished to the Client on or before the completion date.
- II. The Service Provider appoints **Mr Lucky Mahlangu** in his capacity as the Managing Director of **Siyyenza Holdings (Pty) Ltd** as well as the Project Manager and key point of contact and liaison for all matters relating to the project by and between the Service Provider and the Client.

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.
- 9.2. The Client shall effect remuneration to the Service Provider upon the latter's performance of its obligations and in terms of Schedule 1.
- 9.3. The Client appoints **Mr O.P.Sebola** in his capacity as the **Manager: Legal & Administration** of Waterberg District Municipality as well as the Project Manager and key point of contact and liaison for all matters relating to the project by and between the Service Provider and the Client

10. Remuneration

- 10.1.1 The Client hereby agrees to remunerate the Service Provider strictly in accordance with the provisions of Schedule 1.
- 10.1.2 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.

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11. Retention

- 11.1 The **10%** of the total project amount will be retained or reserved by the Waterberg District Municipality for quality assurance. This will be paid back to the Service Provider in three (03) months after the expiry date of the contact.

12. Penalty Clause

12.1 Penalty will be imposed on the following cases:-

- Late delivery
- Poor Quality
- Non- compliance to scope of work, reporting requirements and any other tender documents requirements.

12.2 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 will automatically result in penalties to be effected by WDM.

12.3 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.

12.4 One month's delay on the project will be penalised **10%** and above on total project cost unless justified for lesser penalty. All penalties will be on the discretion of the Accounting Officer.

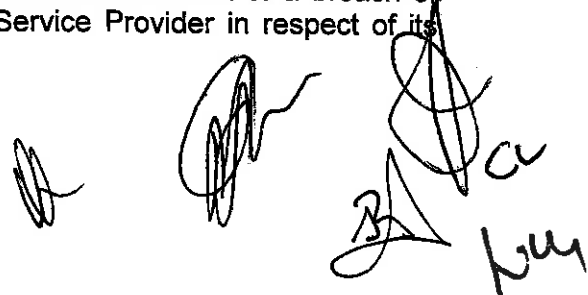
12.5 National Treasury Conditions of Contract will also apply in terms of penalties imposed.

13. Variations and cancellations

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

14. Limitation of liability

- 14.1. 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.

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- 14.2. The maximum liability of the Service Provider in respect of the aforestated 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.

15. Disputes

- 15.1. In the event that a dispute arises between the Client and the Service Provider it shall be referred to mediation within five (05) business days of either party declaring such a dispute. In this regard:
- i. 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,
 - ii. The parties shall seek ways and means to resolve the dispute in the most expedient manner.
 - iii. Should the dispute not be resolved within 10 (ten) business days of the commencement of mediation it shall be referred to arbitration. Accordingly :
 - iv. 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,
 - v. The rules of AFSA shall govern the conduct of the arbitration.
 - vi. Nothing in this paragraph shall prevent either party from approaching the High Court for suitable judicial relief.

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 aforestated time period, the other party may cancel this Agreement and claim recovery of damages.
- 16.3. Any request for an extension on timeframe must be done in writing and be approved by the Accounting Officer as an addendum to this agreement or penalties will be imposed on the Service Provider.

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.

18. Severability

Any provision of this agreement found or held invalid or unenforceable, such terms shall be severable and the validity of all other terms shall not be affected thereby.

19. Whole agreement

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

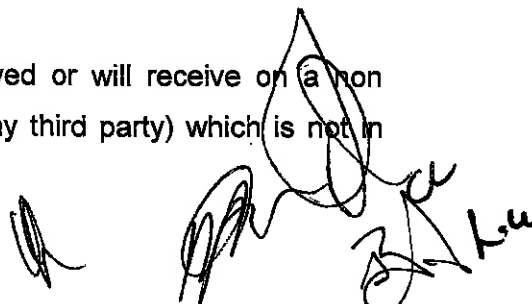
20. Confidentiality

21.1 For the purposes of the agreement confidential information means any and all information, including but not limited to, technical, financial, product and commercial information – disclosed in writing or otherwise by the disclosing party to the receiving party, whether disclosed in view of the purpose before or after the date of Agreement and shall be deemed to include all documents and other material (including samples, models and computer software) containing or embodying or based on the confidential information (or part thereof) together with all notes, summaries and other material derived there from and all copies or reproductions of the foregoing. Such Confidential Information shall not include information:

21.1.1 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 obligation hereunder;

21.1.2 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;

21.1.3. 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 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

21.1.4 Which is independently developed by or on behalf of the Receiving Party

21. All Parties shall:

22.1.1 hold the other parties Confidential Information in the strictest confidence;

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

22.1.3 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.

22.1.4 No parties shall be entitled to use the name of the other Party in publicity releases or advertising or for other promotional purposes without procuring the prior written approval of the Party concerned.

23.1.1 The Parties' obligation in terms of this clause will survive the termination of Agreement including the termination thereof by the effusion of time.

23.1.2 In the case of a release, announcement or document which is require to be given, made or published by law or under the rules of the JSE Securities Exchange South Africa or any other relevant stock exchange, the Party liable so to give, make or publish the same shall give to the other Party as much advance warning thereof as is reasonable in the circumstances together with drafts or a copy thereof as soon as it is at liberty to do so.

Domicilium citandi et executandi

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

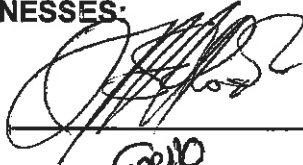
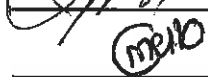
21.1.1. **Client :**
Office of the Municipal Manager
Waterberg District Municipality
Harry Gwala Street
Modimolle
0510

21.1.2. **Service Provider :**
Siyenza Holdings (Pty)Ltd
Suite 101 Ancore Centre
85 Jeppe Street
Pretoria Sunnyside
0001

21.2. 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.

Dated at Modimolle this 03 day of SEPTEMBER 2012.

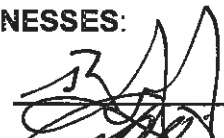
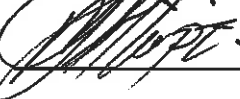
AS WITNESSES:

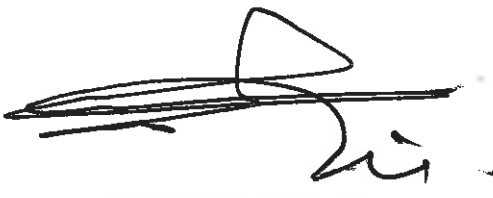
1. 
2. 


CLIENT

Dated at Modimolle this 03 day of SEPTEMBER 2012.

AS WITNESSES:

1. 
2. 


SERVICE PROVIDER