

## SERVICE PROVIDER AGREEMENT



*on the Go for Growth*

### **WATERBERG DISTRICT MUNICIPALITY**

Entered into by:

#### **Waterberg District Municipality**

(the Client) Duly represented by **F Nogilana Raphela** in his capacity as Acting Accounting Officer.

And

#### **Kgantshi Marketing Advertising and Promotion Agency**

Registration Company Name: **Kgantshi Marketing Advertising and Promotion Agency**

(The Service Provider) Duly represented by **Albert Makgoka** in his capacity as Publication Director.

In respect of Production of the Newsletter for WDM.

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- 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 the Tender 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 submit within a reasonable time, prior to commencement of project;
- 1.2.10. **'Remuneration schedule'** means the details of remuneration.
- 1.2.11. **'Service Provider'** means **Kgantshi Marketing Advertising and Promotion Agency** under the registration name: **Kgantshi Marketing Advertising and Promotion Agency** a company established in 2009 under Registration number 2009/039374/23;
- 1.2.12. **'services'** refers to the professional work to be performed by the Service Provider in terms of this Agreement, as per page 5;
- 1.2.13. **'Tender'** means **Tender No. WDM/2013/14-03**, as advertised by the Client and being in respect of the Production of the Newsletter.

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## 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 including indexes 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

6.1 Index already provided under section 3 in the original Bid Documents and as per the submitted proposal by Kgantsi Marketing Advertising and Promotion Agency.

6.2 The provision for the service provider to produce a newsletter on behalf of Waterberg District Municipality over thirty six (36) months period.

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## 9. Obligations of the Service Provider and submission of monthly reports

- 9.1. The aforesaid services shall be rendered diligently and to the reasonable standard and expectations as required by the Client.
- 9.2. The service provider is required to submit written progress reports on or before the **07<sup>th</sup> of every month** to the Supply Chain Management Unit (SCMU) and the Project Manager until the project is fully completed.
- 9.3. The service provider appoints **Mr Albert Makgoka** in his personal capacity as Publication Director of Kgantshi Marketing Advertising and Promotion Agency and 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. Obligations of the Client

- 10.1. 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.
- 10.2. The Client appoints **Mr Tokologo Malete** in his capacity as the Head of Communication of Waterberg District Municipality 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.

## 11. Remuneration

- 11.1. The Client hereby agrees to remunerate the Service Provider strictly in accordance with the provisions of Schedule 3 (letter of appointment).

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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.

#### 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 5 (five) business days of either party declaring such a dispute. In this regard:

15.1.1. 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,

15.1.2. The parties shall seek ways and means to resolve the dispute in the most expedient manner.

- 15.2. Should the dispute not be resolved within 10 (ten) business days of the commencement of mediation it shall be referred to arbitration. Accordingly :

15.2.1. 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,

15.2.2. The rules of AFSA shall govern the conduct of the arbitration.

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**19. Severability**

- 19.1. 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.

**20. Whole agreement**

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

**21. *Domicilium citandi et executandi***

- 21.1. 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 :**

**Kgantshi Marketing Advertising and Promotion Agency**  
75 Compensate Street  
Polokwane  
0700

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

#### 24. Confidentiality

**24.1** 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:

24.1.1 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;

24.1.2 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;

24.1.3 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

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

24.2 All Parties shall:

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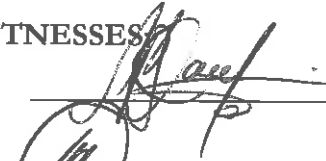
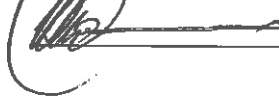
**25. Warrant of Authority**

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

Signed at **Modimolle** on this 17<sup>th</sup> day January of 2014 

**AS WITNESSES**

1.

For and on behalf of the Client

2.

  
**F NOGILANA RAPHELA**

Acting Municipal Manager

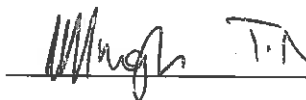
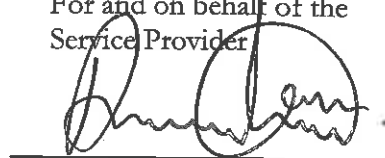
Signed at **Modimolle** this 17<sup>th</sup> day January of 2014 

**AS WITNESSES:**

1.


For and on behalf of the  
Service Provider

2.


  
**Kgantshi Marketing Advertising and  
Promotion Agency**