



SERVICE LEVEL AGREEMENT

SETSOTO LOCAL MUNICIPALITY

And

BAKGWATLENG BUSINESS ENTERPRISE CC

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SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN

SETSOTO LOCAL MUNICIPALITY

(Income Tax Reference Number: 4000846511)

A Local municipality incorporated in terms of the Laws of the Republic of South Africa, duly represented by **Mr Simon Tshepiso Rankgotho Ramakarane** in his capacity as the Municipal Manager and Accounting Officer.

(Hereinafter referred to as the "Municipality")

and

BAKGWATLENG BUSINESS ENTREPRENEURS

A close corporation incorporated in terms of the Laws of the Republic of South Africa with registration number 2003/063265/23 duly represented by **Mapulane Moadira**, ID No: 761228 0715 08 2 in her capacity as the Executor of the Estate of the late **Itumeleng Eugene Moadira** who was the Managing Member of the said Close Corporation.

(Hereinafter referred to as the "Service Provider")

WHEREAS the Municipality has a duty to provide services towards the community in terms of suctioning of VIP toilets and unblocking of the Manholes.

AND WHEREAS the Municipality has awarded a bid described as SUCTIONING OF VIP TOILETS AND UNBLOCKING OF MANHOLE ON AN AS AND WHEN REQUIRED with reference number T 35 (2012/2013) to the Service provider in terms of the letter dated 26th February 2014

AND WHEREAS the service provider has duly accepted the said award.

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NOW THEREFORE the Municipality hereby appoints the Service Provider to render the service subject to the terms of this agreement, and the Service Provider hereby accepts the appointment

1. PURPOSE AND OBJECTIVE

The purpose of this agreement is to give effect to the above preamble in particular the Suctioning of VIP Toilets and unblocking of Manholes.

2. DEFINITIONS

In this agreement, the South African law of interpretation of statutes and contracts will apply in interpreting or assigning any meaning to a word, clause or paragraph.

3. APPOINTMENT

The Municipality appoints Bakgwatleng Business Enterprises for the purpose of Suctioning of VIP toilets and unblocking of manhole on an as when required with reference number T 35 (2012/2013)

4. DURATION

The service provider is appointed for a period of three years commencing on 01st June 2014 notwithstanding date of signature hereof.

5. SERVICES

- A. The Service provider:-
- a. shall render the services in a professional manner and to the advantage of the Municipality.
 - b. shall provide the municipality with timeous delivery of the of the service.
 - c. shall, in conjunction with the Municipality, compile the list beneficiary and also the list of the VIP toilets where service has been rendered and ensure that happy letter is signed by beneficiary.
 - d. shall be responsible to provide enough manpower, driver, fuel and carry out maintenance of the vehicles at its own costs to be able to carry out its responsibility.
 - e. will ensure that the truck or the vehicle is emptied only at the designated area.
 - f. will comply with all the terms and conditions as set out in the bid document.

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- g. shall keep a record of all service rendered for the duration of this agreement.
- h. shall only render service as per Municipal order.

B. The Municipality shall:-

- a. place request orders timeously to allow the service provider to provide the required service;
- b. provide a job request with full details of work to be performed by the service provider.
- c. provide necessary assistance to identify place of work and the manner in which the work is to be carried out;

6. CHARGES AND COSTS

The service provider will be paid as follows for the service rendered:-

- 6.1.1 Emptying/ suctioning of a VIP toilet will be charged an amount of **R 500.00** in the first year of 2014 from the 01st June 2014 to the 31st May 2015.
- 6.1.2 In the second year from 01st June 2015 to 31st May 2016 the emptying/ suctioning of a VIP toilets will be charged on a 10% escalated amount of **R 550.00**.
- 6.1.3 In the third year from 01st June 2016 to 31st May 2017 the emptying/ suctioning of a VIP toilets will be charged on a 15% escalated amount of **R 632.50**.
- 6.1.4 The septic toilets will be charged differently at **R350.00** per cubic meter/ 100 litres.

7. PAYMENTS

- 7.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 7.2 The service provider shall furnish the municipality with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligation stipulated in the contract.
- 7.3 Payments shall be made promptly by the municipality, but in no case later than thirty (30) days after submission of an invoice of claim by the service provider.

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8. INDEMNITY

The service provider hereby indemnifies the Municipality from any act, negligent or otherwise caused by the service provider, its agent or employee resulting from activities related to the rendering of the service.

9. TERMINATION AND BREACH

9.1 This service level agreement will terminate will be terminated on the **31st May 2017** or such later date as the parties may agree.

9.2 In the event of breach by either party, the innocent party may terminate the agreement provided that the other party is notified of the breach and called upon to rectify the breach immediately.

9.3 Any party aggrieved by the other to such an extent that the conduct amount to material breach, may seek appropriate relief in court or refer the matter to arbitration.

10. INABILITY TO PERFORM

10.1 Neither party will be liable for any failure to meet any of its obligations in terms of this agreement or any delay in meeting them, to the extent to which the failure or delay is caused by any circumstances whatsoever which is beyond its reasonable control, including but not limited to any labour disputes, strike or lockout excluding labour dispute, strikes and lockouts confined mainly to employees or either party, war, riot or civil commotion, any order or regulation of any government or other lawful authority meeting the above requirements or any other cause beyond the reasonable control of that party.

10.2 The affected party must give notice in writing to the other party immediately upon the occurrence of an event of vis major.

11. DOMICILIA AND NOTICES

11.1 The parties choose as their domicilia citandi et executandi for all purpose arising from or pursuant to this agreement, their addresses as follows:

a. **The Setsoto Local Municipality**

27 Voortrekker street,

Ficksburg. 9730

Tel: 051 933 9300.

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b. **Bakgwatleng Business Entrepreneurs**

3620 Thabe Street, Rocklands,

Bloemfontein, 9323

Tel: 051 430 2013/4

- 11.2 Any party shall be entitled from time to time, by written notice to the other, to vary its domicilium address to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 11.3 All notices given in terms of this agreement shall be in writing and any notice given by any party to another which is delivered by hand or transmitted by facsimile shall be deemed to have been received by the addressee on the first business day after the date of delivery or transmission, as the case may be:-
- 11.3.1 If posted prepaid registered post from an address within the Republic to the addressee at his domicilium address for the time being shall be deemed to have been received by the addressee on 1^{4th} (fourteenth) day after the date of such posting.
- 11.3.2 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

12. VARIATION

No addition to or variation, cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representative.

13. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any other party in respect of the performance of any obligation hereunder or enforcement of any rights arising from this agreement and single or special exercise of any right by any party shall under any circumstance be construed to be an implied consent of such party or operate as a waiver or novation of, or otherwise affect any of that party's rights in terms of or arising from this

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agreement or stop such party from enforcing, at any time without notice, strict and punctual compliance with each and every provision hereof.


General Conditions of Contract (Service Level Agreement)

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.3 "Day" means calendar day.
- 1.4 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.5 "Vis major" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts or the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.6 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.


Dated at Ficksburg on this 10th day of JUNE 2014.




STR RAMAKARANE

MUNICIPAL MANAGER: Setsoto Local Municipality

As Witnesses:-

1.  LEBANA MOTLWANING

2. 
NICOATI SOLOMON KOBELI

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Dated at FICKSBURG on this 06 day of JUNE 2014.

Mapulane Moadira

Executor of Estate: Mapulane Moadira

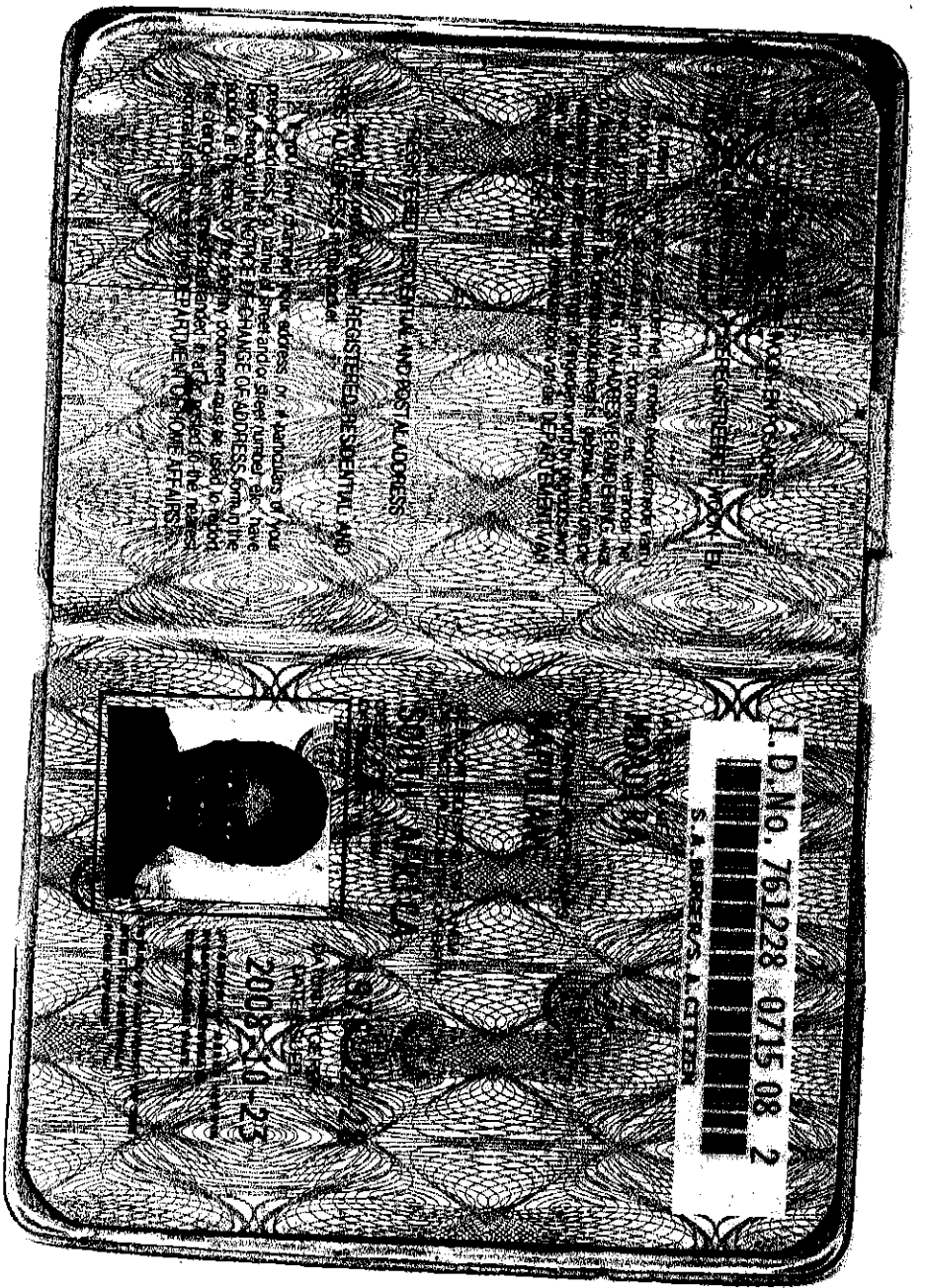
As Witnesses:-

1. MATLIBA MAHLANEDDIE ELISA MEHL

2. KOKETSO M. MOREMEDI

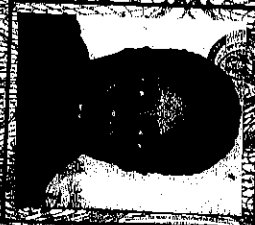
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