

CS
DATE 14/08/23
NAME M. D. Mathe
SEDIBENG DM



Sedibeng District Municipality
15 Market Avenue, Ventura Mansions Vereeniging
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Gauteng, Republic of South Africa
Tel: +27 16 430 4403
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Website: www.sedibeng.gov.za

Facilities Management Directorate

Sedibeng District Municipality

Internal Memo

To:	Mr. M Mathe Municipal Manager
From:	Ms. MF Mokgobu Executive Director: Corporate Services
Ref:	Mr. K D Maranda Director: Facilities Management
Date:	14 August 2023
Subject	REQUEST FOR APPROVAL OF SLA FOR SUPPLY, SERVICE AND REPAIR OF FIRE EXTINGUISHERS FOR SEDIBENG DISTRICT MUNICIPALITY- BID No: 8/2/2/10-2022

Purpose

This memo serves to submit the Service Level Agreement (SLA) to the Accounting Officer for approval.

Background

The Municipality appointed Messrs Vaal Triangle Fire Services as per bid no: 8/2/2/10-2022. The Procurement processes were done in line with Supply Chain Management (SCM) procurement policy.

Attached hereto are the following documents:

- Appointment Letter to Service Provider;
- Two (2) X copies of SLA with Service Provider for your signature.

The attached SLA copies were compiled by the Legal Department of Sedibeng District Municipality to ensure that the interests of the Municipality are protected during the implementation.

Recommendations

It is hereby recommended that the Accounting Officer consider signing the attached copies of the SLA.

Kind Regards

Mr. K.D Maranda

Director: Facilities Management

Date: 14-08-2023

Supported/ Not Supported

Ms. MF Mokgobu

E D: Corporate Services

Date:

Approved/ Not Approved

Mr. M Mathe

Municipal Manager

Date: 15/08/2023



Sedibeng District Municipality
Corner Leslie and Beaconsfield Avenue, Vereeniging
PO Box 471, Vereeniging, 1930
Gauteng, Republic of South Africa
Tel: +27 16 450 3110
Fax: +27 86 743 0692
Email: shenaza@sedibeng.gov.za
Website: www.sedibeng.gov.za

Supply Chain Management Unit

Sedibeng District Municipality

Reference: BAC 20/06/2023
Contact Person: Mr. BW Johnson

Date: 28 June 2023

VAAL TRIANGLE FIRE SERVICES

24 De Villiers Avenue
Vereeniging
1930

Cell No : 082 4470 889
Tell: : 016 423 3103

Email Address : vaaltfire@icon.co.za

Attention: Mr. Neill Viljoen

APPOINTMENT OF SERVICE PROVIDERS TO SUPPLY, SERVICE AND REPAIR OF FIRE EXTINGUISHERS FOR SEDIBENG DISTRICT MUNICIPALITY, BID NO.: 8/2/2/10-2022

- a. The Sedibeng District Municipality has pleasure in confirming the appointment of **Vaal Triangle Fire Services** as per the pricing schedule and not exceeding the approved budget amount.
- b. The duration of the contract is a one-year contract with an option to renew annually for 2 years based on good performance and budget availability.
- c. That the bid is acceptable according to compliance with the specification, their tax matters are in order and all the bid documents have been signed;
- d. That the user cluster must conclude a Service Level Agreement as per the terms of reference, applicable rates as per the pricing matrix submitted with the original tender document and general conditions of contract, in conjunction with Legal Services;
- e. The user cluster must complete a purchase requisition as per the transaction/ job requirement for the purpose of issuing a purchase order in accordance with Council approved SCM policy
- f. Kindly confirm your acceptance of this appointment in writing by e-mail it to shenaza@sedibeng.gov.za within 5 days from the date of this letter.

Kindly liaise with Mr. BW Johnson / bwj@sedibeng.gov.za for further details.

We, at Sedibeng District Municipality anticipate a sound working relationship with you.


Mr. F.M. Mathe
Municipal Manager
SEDIBENG DISTRICT MUNICIPALITY

Date: ~~30~~ June 2023



**SERVICE LEVEL AGREEMENT ENTERED INTO
BY AND BETWEEN**

SEDIBENG DISTRICT MUNICIPALITY herein represented by
MOTSUMI MATHE in his capacity as the Municipal Manager duly authorized thereto;
(hereinafter referred to as “Sedibeng”);

AND

VAAL TRIANGLE FIRE SERVICES (Pty) Ltd, with Registration No.
1962/03463/07, represented by **NEIL VILJOEN** in his capacity as Managing Director duly
authorized thereto,(hereinafter referred to as the “Service Provider”).

WHEREAS

1. The Sedibeng called for proposals from the interested Service Providers for the supply, service and repair to Sedibeng’s fire extinguishing equipment under Bid No: 8/2/2/10 - 2022;
2. The Sedibeng, after due process has appointed the Service Provider;
3. The Service Provider has accepted such appointment; and
4. The parties wish to record the terms and conditions of their agreement.

1.

INTERPRETATION AND DEFINITION

“This agreement” means the agreement set out in this document and all referred to, annexed addenda thereto and the tender document;

- “Sedibeng” means Sedibeng District municipality established in terms of the Municipal Structures Act 117, 1998;
- “Service Provider” means the appointed bidder for the project herein;
- “Parties” means the Sedibeng and the Service Provider and the word “Party” shall have a corresponding meaning;
- “Proposal” means the Service Provider’s response to the bid advert and the specification in carrying out of the services;
- “Services” means the services to be provided by Service Provider in terms of this agreement.

2.

DURATION

This agreement shall endure for a period of 1 (one) year, with an option of renewing annually for 2 (two) years based on good performance and budget availability, commencing on 1 September 2023 and terminating on 31 August 2024 irrespective of the date of the signing of this agreement.

3.

SCOPE OF SERVICES

Sedibeng hereby engages the Service provider for the supply, service and repair to Sedibeng’s fire extinguishing equipment as set out in the specification and in terms clause 4.3 below.

4.

PRICE AND PAYMENT TERMS

4.1 Sedibeng shall pay to the Service Provider in accordance with the pricing schedule contained in the proposal submitted by the Service Provider, which shall first be verified by a duly designated Sedibeng official as the correct amount due for the service rendered.

4.2 Payment shall be effected within a period of 30 (thirty) days of presentation of the invoice and shall be made directly into the bank account of the Service Provider, the particulars of which are as follows:

Name of Bank	:	ABSA
Branch Code	:	334537
Account name	:	Vaal Triangle Fire Services (Pty) Ltd
Account Number	:	2860 15025
Type of Account	:	Business Cheque Account

4.3 The amounts charged for the services shall be in accordance with the prices reflected on the pricing schedule attached to this agreement as annexure “A”, which shall form part of this agreement and shall be read as if herein specifically incorporated.

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5.

OBLIGATIONS OF SEDIBENG

Sedibeng shall:

- 5.1 Designate an official who will be the project manager and whose duty will be to liaise with, render the necessary support to and monitor the work of the Services Provider in all matters relating to this agreement;
- 5.2 Effect payment of all fees due to the Service Provider timeously and in the manner referred to in clause 4 above;
- 5.3 Provide the Service Provider with access to all the sites and equipment required for the rendering of the service;

6.

OBLIGATIONS OF SERVICE PROVIDER

The Service Provider shall:

- 6.1 Perform the services according to good industry practice.
- 6.2 Exercise the highest degree of care, skill, diligence and professionalism in the exercise of its functions and duties in terms of this agreement.
- 6.3 Devote necessary time and attention to providing the deliverables within the set timeframes and in accordance with the agreed specification and its proposal;
- 6.4 Compile a register listing all the fire extinguishing equipment of Sedibeng by type, reflecting the relevant service dates of the same;
- 6.5 Inspect and service, using specially trained service technicians, all Sedibeng firefighting equipment;
- 6.6 Supply new fire extinguishing equipment when required, after consultation with Sedibeng;
- 6.7 Compile and maintain fire registers for each site;
- 6.8 Issue the relevant compliance certificates for each site;
- 6.9 Conduct surveys of Sedibeng buildings and sites in order to establish compliance with regard to firefighting equipment as and when instructed to do so by Sedibeng;
- 6.10 Comply or be subjected to all the laws applicable in terms of the rendering of the services in terms of this agreement.

7.

INDEMNITY

The Service Provider indemnifies Sedibeng and holds Sedibeng harmless of any damages that may arise out of any damage to property, physical injuries or death of third parties.

8.

CESSION AND SUB-CONTRACTING

The Service Provider shall not cede, sub-contract, assign, transfer, make over or delegate any right or obligation acquired or incurred in terms of this agreement, without prior written consent of Sedibeng.

9.

TERMINATION

The termination of this agreement may occur:

- 9.1 at the expiry of the contract term;
- 9.2 if the parties agree thereto in writing;
- 9.3 *due vis major*; or
- 9.4 by reason of an unremedied material breach and in such event either party shall be entitled, without prejudice to any of its rights, to cancel this agreement forthwith and to claim damages from the other party.

10.

BREACH

- 10.1 In the event that either Party breaches any of the provisions hereof, the Parties shall held negotiations between themselves with the intention of resolving the matter.
- 10.2 Should the breach persist subsequent to the negotiations mentioned above, the aggrieved Party shall have the right to cancel this agreement, subject to any rights that may have accrued.

11.

DISPUTE RESOLUTION

- 11.1 In the event that there is a disagreement or conflict that arises out of the implementation of the terms of this agreement, the parties shall first attempt to resolve such dispute between themselves through negotiations.
- 11.2 Should the negotiations between the parties fail to resolve the conflict, the matter shall be referred to the Arbitration Foundation of Southern Africa (AFSA) for mediation or arbitration, as shall be decided by AFSA.

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11.3 The costs of the mediation or arbitration shall be borne by both parties to the dispute jointly.

12.

AMENDMENT TO AGREEMENT

Any changes, amendments, relaxation and/or additions to the agreement shall be agreed upon in writing and duly signed by the official representatives of both parties.

13.

WAIVER

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this agreement shall constitute a waiver of the provisions of this agreement and a party may at any time require strict compliance with the provisions of this agreement.

14.

NOTICES

Notwithstanding anything to the contrary contained in this agreement a written notice or communication actually received by one of the parties from the other including by way of facsimile transmission shall be adequate notice or communication to such party and shall be deemed to have been received by the other party on the date of which it was so transmitted.

15.

VARIATION

No addition to or any variation, consensual cancellation or novation of this agreement shall be of any force or effect, unless reduced to writing and signed by both parties and/or their duly authorized representatives.

16.

ENTIRE AGREEMENT AND APPLICABLE LAW

This agreement constitutes the sole and entire agreement between the parties and supersedes all previous negotiations, arrangements or agreements in respect of the subject matter of this agreement.

This agreement shall be interpreted in accordance with the laws of the Republic South Africa.


DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose the following addresses as their *domicilia citandi et executandi*:

17.1 The Sedibeng : Civic Centre
 Cnr Leslie & Beaconsfield Street
 Vereeniging
 1930
 Tel : 016 450 3000



17.2 The Service Provider : Vaal Triangle Fire Services (Pty) Ltd
 24 De Villiers Avenue
 Duncanville
 Vereeniging
 1930
 Tel : 016 423 3103
 Fax : 016 423 3104

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 15 DAY OF AUGUST 2023.



 MOTSUMI MATHE

AS WITNESSES:

1. 
 2. 

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 13 DAY OF AUGUST 2023.



 NEIL VILJOEN

1. 
 2. 