



**SERVICE LEVEL AGREEMENT ENTERED INTO BETWEEN:-
SEDIBENG DISTRICT MUNICIPALITY**

**THE SEDIBENG DISTRICT MUNICIPALITY herein represented by
STANLEY KHANYILE, in his capacity as the Municipal Manager, duly authorized
thereto, (hereinafter referred to as “Municipality”);**

AND

**MOLATHEWA TRADING CC with Registration no: 2009/087096/96 herein represented by
LEROMA DAVID THEOANE, ID No; 770713 5572 082 in his capacity as the Managing
Director, duly
authorized thereto,
(hereinafter referred to as the “Service Provider”).**

WHEREAS

1. After due process of supply chain management, the Municipality has appointed the Service Provider for the repairs at Boipatong Monument as per bid number 8/2/2/2- 2020 “the Project”;
2. The Service Provider has accepted and agreed to such appointment under certain terms and conditions;
3. The terms and conditions are acceptable to the Service Provider which are recorded below.

NOW THEREFORE THE PARTIES AGREED AS FOLLOWS:

1. SERVICE FEE

The Service fee for this project will be paid by Municipality to the Service provider as stipulated in the appointment letter attached to this Agreement and marked Annexure “A”.

Payment will be made directly into the bank account of the Service Provider which has the following Particulars:

Bank Name : ABSA Bank Limited
Account Holder : Molathewa Trading CC
Account Number : 4074189816
Branch Code : 632005

2. EFFECTIVE DATE

This agreement shall irrespective of the date of signing thereof endure for a period of thirty (30) days commencing on the 29 June 2020 and ending on the 28 July 2020.

3. OBLIGATIONS OF THE MUNICIPALITY

The Municipality hereby undertakes to do the following in order to give effect to this agreement:

- 3.1 To appoint an official of the Municipality as the Project Manager who shall be the responsible person for the project and to monitor the Service Provider.
- 3.2 The Project Manager for the Municipality will be the Director: Facilities Management or his delegate.
- 3.3 The Project Manager will make suitable arrangements for the Service Provider and its sub-contractor (s) to gain access to the Boipatong Monument.
 - 3.3.1 The Project Manager and the Municipality's Safety Officer will ensure and enforce compliance with site safety standards.

4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider hereby undertakes to do the following in order to give effect to this agreement:

- 4.1 To be on site on 26 June 2020 for site establishment and to commence with the work on 29 June 2020 and to complete the same on 28 July 2020. The details of the work to be carried out are captured in the Service Provider's proposal/project plan which is attached to this agreement and marked Annexures "B" and the Bid documents relating to this project subject to prevailing weather conditions. The Service Provider and the Project Manager shall agree on any deviation hereof.
- 4.2 To complete the work on time as referred to in 4.1 above and agree that the request for the extension of time to complete the work shall be granted only on reasonable grounds provided and accepted by the authorized official of the Municipality;
- 4.3 To carry out the work in strict accordance with the proposal submitted to the Municipality;

- 4.4 To present a professional image in the performance of the service;
- 4.5 To be honest in dealing with the Municipality in terms of this agreement;
- 4.6 To attend the meetings that shall have been convened by the Municipality in order to discuss certain issues relating to this agreement;
- 4.7 To comply with the provisions of the Occupational Health Safety Act 85 of 1993 and its regulations;
- 4.8 To comply with the provisions of the Covid-19 alert level 3 Disaster Management Act: Regulations and protocols as declared by the South African Government;
- 4.9 To leave the site in a better and/or same condition it was found before commencing with the project/work by removing all the building rubble/material within 14 days of completion of the project;
- 4.10 The Service Provider shall be held responsible for any damages/breakages to the Museum structure and undertake to repair any damages/breakages that will occur;
- 4.11 To submit an invoice to the Project Manager within one week after completion of the work;
- 4.12 To guarantee that the work done will be of high standard and also undertakes to repair any fault that will arise within the first six (6) months after completion of the work at no expense to the Municipality. Furthermore the Service Provider guarantees the product to be used for the sealing of the walls, roof and items supplied will be covered for a period of two (2) years.
- 4.13 Should the Service Provider fail to remedy the fault as mentioned in 4.12 above within 30 days of the occurrence thereof, the Municipality will proceed to take all the necessary steps to address the problem and shall be entitled to recover all the cost of doing so from the Service Provider. The Service Provider may be blacklisted from providing any kind of future services to the Municipality.

6. CESSION

The Service Provider shall not be entitled to cede, or transfer or in other way whatsoever assign its rights under this agreement without prior written consent of the Municipality.

7. INDEMNITY

The Service Provider indemnifies, absolves and holds the Municipality innocent of any damages that may arise during the execution of the project/work.

8. CANCELLATION

The Municipality reserves the right to cancel this agreement at any time from the date of signing thereof provided that Municipality gives the Service Provider reasons and 30 days notice of its intention to do so. The Service Provider agrees to give the Municipality a thirty days' notice and good reasons to cancel this agreement. Should the Service Provider fail to comply with any terms and conditions of this agreement, then in that event the Municipality shall deliver a written notice to the Service Provider calling upon the Service Provider to rectify such default within seven (7) days of such notice. Should the service provider still remain in default after expiry of such notice then the Municipality shall be entitled but obliged to cancel this agreement without prejudice to the Municipality's other rights.

9. BREACH

If the Service Provider breaches any terms in this agreement, the Municipality shall be entitled to terminate this contract immediately and have a right to institute civil action against the Service Provider.

10. DISPUTE RESOLUTION

In the event of disagreement, both parties have a duty, to resolve matters without immediately resorting to the intervention of a mediator and/or third party or to institute arbitration arrangements.

Where relevant, the following steps should be taken to ensure compliance:

- (a) The authorised persons must meet to try to resolve the issue(s). There must be a written record of this meeting, which must be jointly agreed to and approved.
- (b) If after a sincere commitment to try to resolve the issue(s) the parties still cannot agree, then the parties shall appoint, in writing and by Agreement between the parties, a mediator and/or third party (from a list agreed by both parties). The third party shall act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should the parties not be able to agree on the mediator, then the mediator shall be selected by the chairperson of the Arbitration Foundation of Southern Africa (AFSA). The costs of the mediator shall be borne by the parties to the dispute in equal shares.
- (c) Both authorized parties, must submit a joint statement to the mediator and/or third party.
- (d) In the event that one of the parties is in breach of contract, and failure to address the points raised under (a), (b) and (c), the other party should take the issue to arbitration or to court to resolve the matter, the decision of which shall be binding.
- (e) Should the mediator referred to in (b), and (c) fails to resolve the dispute within 7 (seven) days of his or her appointment, then either party shall have the right to require that the dispute be referred to arbitration, in which event it shall be submitted to and determined by arbitration in accordance with the Rules of Arbitration Foundation of Southern Africa, by an arbitrator appointed by Arbitration Foundation of Southern Africa, provided that the arbitration shall be held in a summary manner with a view to it being completed as soon as

possible. The costs of arbitration shall be borne by the parties to the dispute in equal shares.

- (f) The parties specifically agree that, in the event of a dispute between them arising out of this Agreement, neither party shall interrupt or suspend the performance of its obligations under this Agreement pending resolution of the dispute.

11. NON VARIATION

No amendment, alteration, variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by all parties.

12. EXCLUSION OF OTHER AGREEMENTS AND UNDERSTANDINGS

This agreement supersedes, cancels and annuls all prior agreement between the parties and it constitutes the whole and only agreement between the parties. Any agreement, understandings, representations, or other contractual arrangements between the parties not set out herein are of no force or effect or consequence.

13. LITIGATION

For purpose of litigation, both parties agree to submit to the jurisdiction of the Magistrate Court of Vereeniging.

14. DOMICILIUM AND NOTICES

Each of the parties hereto chose *domicilium citandi et executandi* at the addresses below mentioned:

14.1 Sedibeng District Municipality: Cnr Leslie & Beaconsfield Avenue
Vereeniging
1939

14.2 The Service Provider: 819 Batsoana Street
Boipatong
1901

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 24 DAY JUNE 2020


STANLEY KHANYILE

AS WITNESSES: 1. 

2. 

THUS DATED AND SIGNED AT Vereeniging ON THIS THE 17 DAY OF JUNE 2020


DAVID THEOANE

AS WITNESSES: 1. 

2.