



THE ADMINISTRATOR



10705734

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

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

AND

RENTOKIL INITIAL (Pty) Ltd, Registration number **1967/013286/07** represented by **Mrs. MILFORD MASHELE**, ID No: **781028 5443 086** in her capacity as the **Managing Director**, duly authorized thereto. (hereinafter referred to as **Service Provider**)

AND

(Hereinafter jointly referred to as the “Parties”)

WHEREAS After due process of Supply Chain Management, Sedibeng has appointed the Service Provider for the Hygienic and Sanitation Services for the Sedibeng District Municipality and Sites under Bid number 8/2/2/17-2019 (hereinafter referred to as “the Deliverables”);

WHEREAS Sedibeng has awarded the bid to the Service Provider under certain conditions;

WHEREAS The terms and conditions are acceptable to the Service Provider and are recorded here below.

NOW THEREFORE THESE PRESENTS WITNESS:

1.

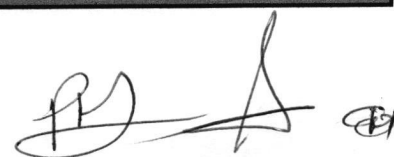
INTERPRETATION AND DEFINITION

“Agreement”	means this agreement and the Annexures thereto;
“Commencement date”	means 01 July 2020;
“Deliverables”	means the deliverables set out in the specification;
“Good Industry Practice”	means using the standards, practices, methods and procedures conforming to applicable law and exercising that that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected of a skilled, and experienced person engaged in a similar type of undertaking under similar circumstances;
“Sedibeng”	means Sedibeng District municipality established in terms of the Municipal Structures Act 117, 1998;
“Service Provider”	means Rentokill Initial (Pty) Ltd being the appointed bidder for the project herein;
“Parties”	means Sedibeng and the Service Provider and the word “Party” shall have a corresponding meaning;
“Proposal”	means 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.

APPOINTMENT

- 2.1 Sedibeng issued a tender for the supply and delivery of hygienic services to Sedibeng District Municipality and Sites under tender number 8/2/2/2-2019 (“the tender”) and accepted the bid of the Service Provider, following its procurement process for such supplies.
- 2.2 The Sedibeng hereby appoints the Service Provider as an independent contractor and the Service Provider hereby accepts such appointment with effect from the effective date, provide the services on the terms and conditions stipulated in this agreement.
- 2.3 The Service Provider represents that it has, and warrants that throughout the duration of this agreement it shall have the resources, skills, qualifications and experience necessary to render the services.



3.

DURATION

This agreement shall endure for a period of three years starting on the 1 July 2020 and ending on the 31 June 2023 irrespective of the date of signing of this agreement subject to annual performance assessment and budget availability.

4.

SCOPE OF SERVICES

Service Provider shall perform the services and submit the deliverables in accordance with the Specifications attached hereto (Annexure "A").

5.

PRICE AND PAYMENT TERMS

During the term of this agreement and in consideration for the services provided by the Service Provider, Sedibeng will pay the Service Provider a fee in the amount of Three million, Two hundred and Fifty Four Thousand, Six hundred and Sixty One Rand (**R 3 254,661.00**) VAT inclusive in accordance with the pricing plan submitted by the Service Provider attached hereto (Annexure "B").

All invoices must be accompanied by the monthly job card certified as required in terms of clause 7.7 and be directed to Sedibeng and upon receipt of the correct invoice, Sedibeng shall pay the amount due within 15 (fifteen) days. All payments shall be done by Sedibeng into the Service Provider's bank account with the following bank details:

Name of Bank : Rand Merchant Bank

Name of Branch : RMB Corporate Banking

Branch Code : 204109

Account Number : 50152046197

Type of Account : Corporate Cheque

6.

OBLIGATIONS OF SEDIBENG

6.1 To remunerate the Service Provider for its services as set out in the Specification;

- 6.2 To provide all necessary logical support to the Service Provider so as to enable it to effectively render services;
- 6.3 To use its reasonable endeavors to ensure that the Service Provider has timely and adequate access to all information and documentation available to Sedibeng, that is required by the Service Provider to render the services.
- 6.4 To cooperate with the Service Provider at all times for purposes of facilitating a timeous and efficient delivery of the services;
- 6.5 To designate an official(s) for purposes of management of this agreement. Such an official will be responsible for communicating with the Service Provider and the performance of Sedibeng's contractual obligations under this agreement.
- 6.6 To designate site representatives who shall be responsible for the signing of the job card certifying that the Service Provider has rendered the required services in terms of this agreement.
- 6.7 To promptly notify the Service Provider in writing of any damaged or defective products installed on the different sites of Sedibeng;
- 6.8 To be responsible for the costs caused by excessive usage or exposure to adverse conditions due to the gross negligence of the Sedibeng, in order to restore the installed products to its original condition, as at the beginning of this agreement, less normal wear and tear.

7.

OBLIGATIONS OF SERVICE PROVIDER

- 7.1 To perform the services as set out in the Specification and in accordance with good practices and in conformance with codes and standards established for such supplies in South Africa;
- 7.2 To provide the deliverables within the time frames as set out in the Specification and the proposal submitted by the Service Provider, and as may be amended by written agreement of the parties;
- 7.3 To maintain, at all times, the highest degree of good faith towards Sedibeng;
- 7.4 To ensure during the currency of this agreement that its personnel devote such time, attention and skill in performing the services as may be reasonably required for the proper discharge of its duties under this agreement;
- 7.5 That all actions and commitments agreed upon or pursuant to or agreed to with Sedibeng, will be strictly adhered to;
- 7.6 To ensure that the equipment tendered is 100% compatible with the Sedibeng's specifications;
- 7.7 To meet during each site visits with the site representatives of the Sedibeng who shall be required to sign the job card certifying that indeed the required services have been rendered by the Service Provider in terms of this agreement;



- 7.8 To produce proof of the performance of certain duties or discharge of certain obligations in terms of this agreement;
- 7.9 To provide Sedibeng with any information and reports reasonably requested by Sedibeng in connection with the services and with information the Service Provider warrants being accurate.
- 7.10 To remove at the termination of this agreement, all the products installed at all the sites of Sedibeng and will be liable and the bear the costs of any damages which might be caused by the removal of such installed products in terms of this agreement.

8.

INDEMNITY

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

9.

TERMS OF USAGE

Unless Sedibeng promptly notifies the Service Provider in writing of each defect of the product after receipt and/or installation of same it shall conclusively be presumed that the products were delivered in good condition and properly installed. It is assumed that all the Service Provider's products are to be used at the Sedibeng's premises under normal conditions and times. Loss or extensive damage to the equipment will obligate Sedibeng to replace the equipment at its expense or remit the full and fair market price to the Service Provider. The Service Provider's products are to be properly used and retained by the Sedibeng and not to be used under any agency capacity, or assigned to any other person or entity without the written consent of the Service Provider.

10.

SERVICE PROVIDER'S INSPECTION

The Service Provider shall at any time during business hours have the right to enter into the premises of Sedibeng where the Service Provider's products may be located, for purpose of inspecting the products, observing its usage and servicing same.

11.

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.

12.

Handwritten signature and initials in the bottom right corner of the page.

TERMINATION

The termination of this agreement may occur:

- 12.1 at the expiry of the contract term;
- 12.2 if the parties agree thereto in writing;
- 12.3 *due vis major*; or
- 12.4 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.

13.

BREACH

- 13.1 In the event that either Party breaches any of the provisions hereof, the Parties shall negotiate between themselves with the intention of resolving the matter.
- 13.2 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.

14.

DISPUTE RESOLUTION

- 14.1 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.
- 14.2 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.

15.

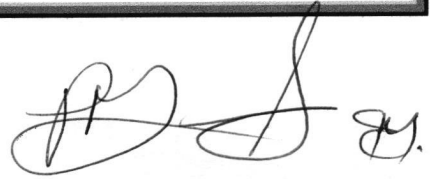
AMENDMENT TO AGREEMENT

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

16.

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.

A handwritten signature in black ink, appearing to be 'P. S. M.', is located at the bottom right of the page.

17.

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.

18.

RELATIONSHIP BETWEEN THE PARTIES

The Service Provider is an independent contractor, and under no circumstances will it be partner, joint venture partner or agent, or employee of the Sedibeng in the performance of its duties and responsibilities pursuant to the agreement. All personnel used by the Service Provider will be the Service Provider's employees, contractors, or agents and the management, direction and control of such persons will be the responsibility of the Service Provider.

19.

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.

21.

OWNERSHIP

The Service Provider retains the ownership of all products installed in terms of this agreement and shall retain the right to recover all payments due for the duration of this agreement even though the products are returned by the Sedibeng to the Service Provider. No transfer of right or title is implied or intended. The Sedibeng undertakes to return the equipment to the Service Provider in the event of it being in breach or after termination of this agreement.

22.

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.

23.

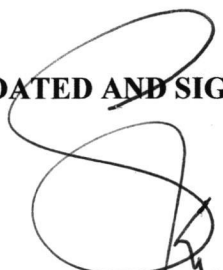
DOMICILIUM CITANDI ET EXECUTANDI

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

The Council : Civic Centre
Cnr Leslie & Beaconsfield Street
VEREENIGING
1930

The Service Provider : 39 Galaxy Avenue
Frankenwald Ext 3
Limbro Park
2090
Tel: 082 498 6199

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE ²⁹.....DAY OF JUNE 2020.



STANLEY KHANYILE

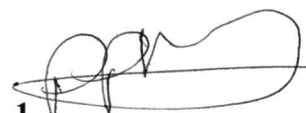
AS WITNESSES: 1.....

2.....

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE ²⁹.....DAY OF JUNE 2020.



MILFORD MASHELE



1.....



2.....