

SLA – REX BOOKS

**SERVICE LEVEL AGREEMENT**

ENTERED INTO BETWEEN

**DAWID KRUIPER MUNICIPALITY**

(hereinafter referred to as "*The Municipality*")

Herein represented by Elias Ntoba in his capacity as Municipal Manager of Dawid  
Kruiper Municipality and duly authorised thereto

AND

**REX BOOKS (PTY) LTD**

(Registration Number: 2013/130171/07)

(CSD Number: MAAA000731)

(hereinafter referred to as "*the Service Provider*")

(Both hereafter collectively referred to as "*the Parties*")

*[Handwritten signatures and initials]*

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## SLA - REX BOOKS

- 
- ANNEXURE A.....
  - ANNEXURE B.....
  - ANNEXURE C.....
  - ANNEXURE D.....

Sun  S.N. N  
J.D.

## SLA – REX BOOKS

### 1. DEFINITIONS

- 1.1. In this Agreement, clause headings and sub-headings are for convenience and shall not be used to interpret such Agreement, unless the context clearly indicates a contrary intention.
- 1.2. Any expression which denotes any gender includes the other gender.
- 1.3. The following expressions shall bear the meanings assigned to them below:
  - 1.3.1 **"Agreement"** means this agreement together with all annexes as may be amended from time to time;
  - 1.3.2 **"Annexure"** means any one or all of the annexes marked A and/or B, as the case may be;
  - 1.3.3 **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
  - 1.3.4 **"Effective Date"** means 01 October 2019;
  - 1.3.5 **"Entity"** includes any association, business, close corporation, sole proprietor, company, concern, enterprise, firm, partnership, joint venture, person, trust, undertaking, voluntary association and any other similar entity;
  - 1.3.6 **"Equipment"** means any computer equipment, training equipment and/or any equipment utilized by Service Provider in the delivery of the Services;
  - 1.3.7 **"Municipal Representative"** means the person appointed by the Municipality to liaise with the Service Provider on a day to day basis in respect of services provided by the Municipality to the Service Provider in terms of this Agreement;
  - 1.3.8 **"Industrial Action"** means any labour protest action; strike; lock-out; and any general retardation of work, whether unprotected or protected by legislation and as further comprehensively defined by the South African Labour Relations Act, 66 of 1995 and other relevant regulatory legislation;
  - 1.3.9 **"Intellectual Property"** means any computer software, material, name, concept, training material, training instruments, copyright in documents, patentable or non-patentable inventions, discoveries and improvements, patent, trade mark, trade name, drawings, designs, operational analysis, technology and know-how or other intellectual property;
  - 1.3.10 **"Month"** means a calendar month, being one of the 12 (twelve) periods into which a year is divided;
  - 1.3.12 **"Municipality"** means Dawid Kruiper Municipality, established in terms of the Local Government Municipal Structures Act, 1998 (Act No. 117 of 1998);
  - 1.3.13 **"Parties"** means the Municipality and the Service Provider and **"Party"** means either the Municipality or the Service Provider as the case may be;
  - 1.3.14 **"Service Provider"** means Rex Books (Pty) Ltd a private company registered under the laws of the Republic of South Africa under number 2013/130171/07;
  - 1.3.15 **"Service Provider Representative"** means the person appointed by the Service Provider to liaise with the Municipality on a day to day basis in respect of services provided by the Service Provider to the Municipality in terms of this Agreement;



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- 1.3.16 "**Services**" mean the services provided by the Service Provider to the Municipality and as described in this Agreement and in the annexes hereto;
- 1.3.17 "**Tax Invoice**" means an invoice as defined in the Value Added Tax Act, No. 89 of 1991, as amended;
- 1.4. Unless the context clearly requires a different interpretation, any reference to:
- 1.4.1 the singular includes the plural and vice versa; and
  - 1.4.2 natural persons includes juristic persons and vice versa.
- 1.5. Where appropriate, meanings ascribed to defined words and expressions in clause 1.3 of this Agreement shall impose substantive obligations on the Parties.
- 1.6. Words and phrases defined in the main body of this Agreement shall bear the same meanings in the annexes to this Agreement where such words or phrases are not specifically defined.
- 1.7. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.9. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.10. The use of the word "*including*" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule (i.e. the rule that a general word or clause is restricted in meaning to the same class as the specific words which precede it) shall not be applied in the interpretation of such general wording or such specific example/s.
- 1.11. The terms of this Agreement having been negotiated, the *contra proferentem* rule (i.e. words should be interpreted against the stipulator) shall not be applied in the interpretation of this Agreement.
- 1.12. Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Effective Date, and as amended or substituted from time to time.



A photograph of several handwritten signatures and initials, likely belonging to the parties involved in the agreement. The signatures are cursive and include what appears to be 'J.S.', 'E.B.', 'G.M.', 'S.N.', and 'H.J.'.

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### 2. INTRODUCTION

- 2.1. The Service Provider is to supply and deliver magazines and newspapers to Main Library (Upington) of the Municipality for the year ending on 30 June 2020.
- 2.2. The Service Provider wishes to provide to the Municipality the Services as more fully set out in this Agreement and to formalise its business relationship by concluding a service contract with the Municipality that regulates all aspects of their business- and working relationship.

### 3. APPOINTMENT

- 3.1. The Municipality hereby appoints the Service Provider who accepts such appointment to provide the Services, subject to the terms and conditions set out in this Agreement.
- 3.2. The Service Provider warrants that it has sufficient knowledge and expertise in all aspects of the Services and has the level of skill and experience to perform the Services. The Service Provider shall use its best endeavours, care and skill in performing all its obligations in terms of this Agreement.

### 4. DURATION

- 4.1. Notwithstanding the date of signature by all Parties, this Agreement shall commence on the Effective Date, and shall continue until final delivery of the Services as per this Agreement.
- 4.2. Notwithstanding the provisions of clauses 4.1 and 11, the Municipality may cancel this Agreement prior to termination date in its sole discretion and for any reason whatsoever, by giving the other Party thirty (30) days written notice.
- 4.3. Any work already performed by the Service Provider in terms of this Agreement shall be paid for by the Municipality up until the point of cancellation.

### 5. REVIEW

- 5.1. The terms of this Agreement and the performance of the Service Provider in terms of this Agreement shall be dealt with by the Municipality as set out in this Agreement.

### 6. SERVICES PROVISION STANDARDS

- 6.1. The Service Provider shall provide the Services as set out in this Agreement at the standards expected of a diligent and expert service provider.
- 6.2. The provision of the Services shall be carried out at premises designated by the Municipality and the Service Provider shall respect the laws and customs of the countries and provinces in which Services are conducted.
- 6.3. The Service Provider shall in all professional matters act as a faithful advisor to the Municipality and, in so far as any of its duties are discretionary, act fairly between the Municipality and third parties.



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### 7. SCOPE OF SERVICE

- 7.1. Subject to the terms and conditions of this Agreement, the Service Provider shall provide the Services as set out in Annexure A.
- 7.2. The Services to be delivered shall lie within the discretion of the Municipality, as required by the Municipality.
- 7.3. The Service Provider shall at all times ensure that it has the employees required to provide the Services as set out in this Agreement.

### 8. SERVICE PROVIDER OBLIGATIONS

#### 8.1. Undertakings

- 8.1.1 Without derogating from the generality of clause 8.2, the performance of the Services by the Service Provider to the Municipality shall be dependent upon the Service Provider meeting all requirements prescribed by the Municipality.
- 8.1.2 In addition to the above, the performance of the Services by the Service Provider to the Municipality shall be further dependent upon, and the Service Provider agrees to abide by, the following:
  - 8.1.2.1 The Service Provider agrees and undertakes to abide by all of the Municipality's Health and Safety rules and regulations as amended from time to time and to the extent that it is reasonably practical, the Service Provider shall comply with the provisions of the Act insofar as it is applicable. Should the Service Provider fail to comply with any of the said health and safety requirements, the Municipality shall be entitled to terminate the Services in this Agreement or postpone the Services until such time as compliance is established to the satisfaction of the Municipality.

#### 8.2. Conduct

- 8.2.1 All Services to be rendered by the Service Provider to the Municipality in terms of this Agreement must comply with all the reasonable instructions by the Municipality and shall furthermore comply with all the security and other regulations and procedures as may apply

### 9. FEES AND REMUNERATION

#### 9.1. Payment

- 9.1.1 Any and all payments required to be made in terms of this Agreement shall be made in accordance with the rates set out below in Annexure D



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### 9.2. **Payment Specifics**

- 9.2.1 The Municipality shall pay the Service Provider the fees as set out in Annexure B for all completed deliverables as per this Agreement.
- 9.2.2 Out of the remuneration provided in this clause, the Service Provider shall be responsible for its own payroll expenses such as salaries, wages, etc. The Service Provider shall, on reasonable advance notice from the Municipality, prove to the satisfaction of the Municipality that it is duly and promptly discharging all its responsibilities which rest upon it in law in respect of its employees and agents and indemnifies the Municipality against any liability which the Municipality may incur as a result of the Service Provider's failure to discharge such responsibilities.
- 9.2.3 Prior to commencing with Services to the Municipality, the Service Provider will be required to complete and submit annexes A, B, C and D to the Municipality.

### 9.3. **Payment terms**

- 9.3.1 Any amounts due by the Municipality to the Service Provider in terms of this Agreement shall be paid by the Municipality to the Service Provider within 30 (Thirty) days of receipt of a Tax Invoice from the Service Provider requesting such payment.
- 9.3.2 Should any dispute arise relating to the amount of the charges to which the Service Provider is entitled, such dispute shall be determined in accordance with the dispute resolution clause provided for in clause 20 of this Agreement.

### 9.4. **Cancellation, Sub-standard Services Penalties**

- 9.4.1 The Service Provider undertakes to deliver the Services in accordance with professional, high quality standards. As such, it acknowledges that the Municipality have, and will incur substantial costs in the preparation of the Services. In the event that the Service Provider should determine to cancel its Services for any reason other than Force Majeure, and/or the Municipality should determine that the Services are not in accordance with the conduct and standards as agreed to with the Service Provider, the Service Provider agrees that the damages the Municipality would suffer as a result of those costs and the loss of Services and/or other ancillary revenue would be substantial. Accordingly, on such determination, the Municipality will provide a written notice of the determined Services to the Service Provider, who shall within 5 (five) Business Days, or any period as determined by the Municipality, re provide the Services at no cost to the Municipality and to the satisfaction of the Municipality. Any re-provision of Services shall be without prejudice to the Municipality's rights to any claim of immediate, specific performance of all of the Service Provider's obligations as per this Agreement, to claim damages, or to terminate this Agreement.



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### **10. STATUS OF SERVICES**

- 10.1. Nothing contained in this Agreement or otherwise shall authorize, empower or constitute the Service Provider as an agent of the Municipality in any manner; authorize or empower the Service Provider to assume or create an obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the Municipality; or authorize or empower the Service Provider to bind the Municipality in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Municipality.
- 10.2. This Agreement is for the delivery of the Service Provider's Services as specified under this Agreement and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment, franchise, agency or other similar relationship between the Parties hereto. In furtherance of and without limiting the foregoing, the Service Provider shall not hold itself out to be the Municipality and the Service Provider is not and shall not hold itself out to be or be deemed to be the legal representative or agent of the Municipality, for any purpose whatsoever; and the Service Provider shall not act or bind the Municipality in any way or represent that the Municipality is in any way responsible for the Service Provider' acts or omissions.

### **11. TERMINATION, CANCELLATION AND BREACH OF AGREEMENT**

- 11.1. This Agreement will commence on the Effective Date and remain in full force and effect for the duration of the Agreement subject to the Municipality's right of termination as provided for in clause 4 hereof and as provided in clause 11.
- 11.2. The Service Provider may terminate this Agreement by giving 30 (thirty) calendar days' notice to the Municipality, provided that nothing shall preclude either Party from terminating this Agreement summarily for any cause recognized in law as sufficient.
- 11.3. The Municipality may summarily terminate this Agreement if the Service Provider is liquidated, whether provisionally or finally; has an execution levied against its assets, is investigated or found guilty by any official prosecution/investigative authority in regards to fraud or dishonesty or any criminal act and/or civil liability.
- 11.4. The Municipality may, by 24 (twenty four) hours written notice of termination to the Service Provider, terminate this Agreement and claim damages or elect to enforce this Agreement if, in the Municipality's sole discretion, the Service Provider:
  - 11.4.1 has abandoned this Agreement or breached a material term of this Agreement and has failed to remedy the breach within a period of 2 (two) days after receiving written notice of the breach from the Municipality;
  - 11.4.3 has persistently or flagrantly neglected to carry out its obligations under this Agreement;
  - 11.4.4 has committed an act of gross negligence or incompetence; or



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- 11.4.5 has assigned this Agreement or any part thereof without the consent in writing of the Municipality.
- 11.5. Should this Agreement be terminated by mutual agreement between the Municipality and the Service Provider, the obligations of the Municipality shall be limited to the payment of such amounts of work done by the Service Provider, and failing such agreement shall not exceed such amounts as may be due and payable for Services rendered in compliance with this Agreement, up to the date that this Agreement is terminated.
- 11.6. The Municipality's termination of this Agreement or any claim of immediate, specific performance of all of the Service Provider's obligations under this Agreement shall be without prejudice to the Municipality's right to claim damages, or cancel the Agreement.
- 12. CONFIDENTIALITY**
- 12.1. The Service Provider warrants that all information made available to it by the Municipality, including but not limited to any contracts signed, materials developed, trade secrets, financial and other details, assistance or advice given or requested, operating methods and costs, will be kept as strictly confidential and will not be divulged to any third parties without the written permission of the Municipality. The Service Provider and its employees, contractors or agents, will maintain the utmost secrecy in respect of all such information.
- 13. MUNICIPAL PROPERTY**
- 13.1. Upon termination of this Agreement, the Service Provider shall return to the Municipality all property belonging to the Municipality, including but not limited to any books, documents, manuals, specifications and technical data.
- 14. INTELLECTUAL PROPERTY**
- 14.1. Intellectual Property rights in material developed for the Municipality in terms of the Services specified in Annexure A shall vest in the Municipality. The Parties shall ensure that no infringements of whatsoever nature are made on the Intellectual Property rights and privileges of each other as relied on in this Agreement.
- 15. CONTRACT MANAGEMENT**
- 15.1. THE MUNICIPALITY**
- The Municipality has assigned a Representative to co-ordinate and provide overall guidance in terms of strategy, policy standards and priorities as deemed appropriate for the provision of the Services by the Service Provider and as a single point of contact.
- 15.2. Service Provider**
- The Service Provider will appoint a representative, who from the Effective Date, shall have overall responsibility for managing and coordinating the performance of the Service Provider's obligations under this Agreement and who will have the authority to



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act for and on behalf of the Service Provider in respect of all matters relating to this Agreement.

### 16. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 16.1. The Service Provider shall exercise all reasonable skill, care and diligence in the execution of the Services and shall carry out all its obligations in accordance with professional standards. The Service Provider shall in all professional matters act as a faithful advisor to the Municipality and, in so far as any of its duties are discretionary, act fairly between the Municipality and third parties.
- 16.2. The Service Provider hereby accepts liability for and indemnifies and holds the Municipality harmless against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses, or other liabilities, caused whether negligently or otherwise, by the non-compliance of the Service Provider and/or its employees of their duties and obligations under this Agreement, in delict for breach of statutory duty or otherwise.
- 16.3. The Municipality shall not be liable for any losses, damages, costs, claims and demands which the Service Provider may incur or sustain whilst carrying out or providing the tasks contemplated in this Agreement.

### 17. FORCE MAJEURE

- 17.1. If any Party is prevented or delayed in performing any obligation under this Agreement for any reason beyond the reasonable control of that Party, then that Party shall be excused from performing or timeously performing that particular obligation for the duration of that prevention or delay.
- 17.2. Any Party so prevented or delayed shall inform the other in writing of that prevention or delay as soon as reasonably possible after the circumstances causing such prevention or delay has arisen.
- 17.3. The Parties shall do everything reasonably possible to prevent, avoid or limit the duration or effects of any such prevention or delay. Upon termination of the circumstances giving rise to any such prevention or delay, the Party so prevented or delayed shall forthwith give written notice to the other Party.
- 17.4. While any such prevention or delay continues, the Parties shall continue to comply with their obligations under this Agreement which are not affected by it, to the extent that they are able lawfully to do so, subject to the right of the other Party not prevented from continuing with all its obligations under this Agreement to cancel this Agreement by giving written notice of such termination to the other Party.
- 17.5. For the purpose of this Agreement "Force Majeure" shall mean any circumstances beyond the reasonable control of the Party concerned and shall include but not be limited to:



A photograph of handwritten signatures and initials. At the top left is a large oval-shaped signature. Below it, the initials 'JN' are written vertically. To the right of the oval are the initials 'S' and 'H'. At the bottom left is a signature that appears to begin with 'JAN'. The handwriting is cursive and appears to be in black ink on a white background.

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- 17.5.1 the inconsistent and/or inadequate supply of electricity by the official South African energy supplying body;
  - 17.5.2 war, revolution, riots, mob violence, sabotage, epidemics, accidents, breakdown of machinery or facilities where such are not part of a Party's equipment or under a Party's control;
  - 17.5.3 Industrial Action by workers, agents or employees;
  - 17.5.4 earthquakes, floods, fires or other natural physical disasters.
- 17.6. The mere shortage of labour, materials or utilities shall not constitute Force Majeure unless caused by circumstances, which are themselves, Force Majeure.
- 18. ARBITRATION**
- 18.1. In the event of any dispute or difference arising between the Parties out of, or in relation to, or in connection with this Agreement, or the interpretation thereof, or its termination, both while in force and after its termination, the Party claiming such dispute or difference shall, subject to any of its rights as per clause 13, forthwith advise the other in writing thereof. The dispute shall be referred to the applicable authorities of the Service Provider and the Municipality who shall within 14 (fourteen) days of receipt of such notice, meet and negotiate in good faith in order to resolve such dispute or difference. Should the Parties fail to resolve such dispute or difference within 14 (fourteen) days of their first meeting or such longer period as the Parties may agree, any Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration Act, Act No 42 of 1965, as amended and as amplified or limited by this clause.
  - 18.2. Any Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.
  - 18.3. This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

18.4. The arbitration shall be held:

- 18.4.1 In Upington in the English language;
- 18.4.2 Immediately in an informal manner on such basis as the arbitrator may determine with a view to it being completed within 90 (ninety) days after it is demanded.
- 18.4.3 The Parties irrevocably agree that the decision in arbitration proceedings:
  - 18.4.3.1 shall be final and binding upon the Parties;
  - 18.4.3.2 shall be carried into effect; and
  - 18.4.3.3 may be made an order of any court of competent jurisdiction.



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18.5. This clause is severable from the rest of this Agreement and will remain valid and binding on the Parties notwithstanding any termination of this Agreement.

19. **DOMICILIA CITANDI ET EXECUTANDI**

19.1. The Parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court processes, notices or other documents or communication of whatsoever nature (including the exercise of any option) the following addresses:

**The Municipality**

Physical address:	Mutual Street, Upington, 8801
Postal address:	Private Bag X6003, Upington, 8800
Telephone:	054 338 7000
Reference:	Jacoba Engelbrecht
Email:	jacoba.engelbrecht@dkm.gov.za

**SERVICE**

**PROVIDER**

Physical address:	385 Vale Avenue, Ferndale
Postal address:	Post Box 583, Ferndale
Telephone:	011 326 4398
Reference:	
Email:	eherion@rexbooks.co.za

19.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. It shall be competent to give such notice by facsimile or e-mail, if applicable.

19.3. Either Party may give notice to the other Party to change the physical address chosen as its domicilium citandi et executandi to another physical address in South Africa, provided that such change shall become effective on the 7th (seventh) day from the deemed receipt of the notice by the other Party.

19.4. Any notice sent by facsimile or e-mail to the facsimile number or e-mail address stipulated in the domicilium citandi et executandi, shall be deemed to have been received on the date of dispatch (unless the contrary is proved). Any notice sent by prepaid registered post in a correctly addressed envelope sent to the address stipulated in the domicilium citandi et executandi, shall be deemed to have been received on the 7th (seventh) Business Day after posting, unless the contrary is proved.

19.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to the address chosen as the domicilium citandi et executandi.



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### **20. SEVERABILITY**

- 20.1. Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that, this Agreement is affected by legislation or any amendment thereto, or if the provision herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, than any such provisions shall be ineffective only to the extent of the illegality, prohibition or unenforceability and each of the remaining provisions thereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part thereof.

### **21. COSTS**

- 21.1. Each Party to this Agreement shall be liable for its own costs in respect of, and incidental to, the negotiation and execution of this Agreement

### **22. ENTIRE AGREEMENT**

- 22.1. This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement will be binding on the Parties.

### **23. VARIATION AND CANCELLATION**

- 23.1. No agreement varying, adding to, or deleting from or cancelling this Agreement will be effective unless reduced to writing and signed by or on behalf of the Parties.

### **24. INDULGENCES**

- 24.1. No indulgences granted by the Municipality shall constitute a waiver of any of its rights under this Agreement. Accordingly the Municipality will not be precluded as a consequence of having granted such indulgence, from exercising any rights against the Service Provider which may have arisen in the past or which may arise in the future.

### **25. GOVERNING LAW**

- 25.1. Notwithstanding the place of signature, this Agreement will be construed, executed and delivered in accordance with the laws prevailing in the Republic of South Africa.

### **26. CESSION AND ASSIGNMENT**

- 26.1. The Service Provider shall not be entitled to cede and assign its rights and obligations in terms of this Agreement without the written consent of COMPANY.

### **27. CURRENCY**

- 27.1. All prices and other currency amounts used in this Agreement are in South African Rand ("ZAR") unless expressly stated to the contrary.

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JL  
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### 28. CONTROLLING LANGUAGE

28.1. The original of this Agreement has been drafted and executed in the English language. This Agreement may be translated into any other language, but only this Agreement in the English language version shall be deemed the original document. If any conflict arises between the English version and any version in any other language into which this Agreement has been translated, the English language version shall have the controlling authority.

A cluster of handwritten signatures and initials in black ink. From left to right: a stylized 'J' or 'S', a large oval-shaped signature that appears to start with 'B' or 'R', the initials 'S.P.', the initials 'H', and the initials 'M'.

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THUS DONE AND ENTERED INTO AT UPINGTON ON THIS THE 23<sup>rd</sup> DAY OF OCTOBER 2019 IN THE  
PRESENCE OF THE UNDERSIGNED WITNESSES:

1.



2.



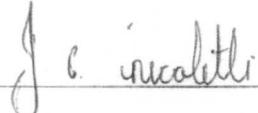
ELIAS NTOBANE  
MUNICIPAL MANAGER

THUS DONE AND ENTERED INTO AT UPINGTON ON THIS THE 23<sup>rd</sup> DAY OF OCTOBER 2019 IN THE  
PRESENCE OF THE UNDERSIGNED WITNESSES:

1.



2.



NAME SEBASTIAN NICOLETTI  
REX BOOKS

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### ANNEXURE A: SCOPE OF SERVICES

The supply and delivery of magazines and newspapers to Dawid Kruiper Municipality (Library Services) situated in Upington for the period from the day that Tender is awarded until 30 June 2020.

### ANNEXURE B: DELIVERABLES

Bidders must deliver the magazines and newspapers on Mondays and Tuesdays.

Sunday newspapers must be delivered on the Monday after the Sunday that the newspaper was published.

The following magazines and newspapers must be delivered:

- Item 1 (Drum Magazine) at a price of R22.00 per issue;
- Item 2 (Fin Week) at a price of R27.00 per issue;
- Item 3 (Huisgenoot) at a price of R25.00 per issue;
- Item 4 (Landbou Weekblad) at a price of R25.00 per issue;
- Item 5 (Vrouekeur) at a price of R21.00 per issue;
- Item 6 (Baba en Kleuter) at a price of R37.00 per issue;
- Item 7 (Bona)( Eng) at a price of R20.00 per issue;
- Item 8 (Fair Lady) at a price of R38.00 per issue;
- Item 9 (Finesse) at a price of R56.00 per issue;
- Item 10 (The Gardener) at a price of R49.00 per issue;
- Item 11 (Home Handyman) at a price of R77.00 per issue;
- Item 12 (Idées) (Afr) at a price of R15.00 per issue;
- Item 13 (Kick Off) at a price of R15.00 per issue;
- Item 14 (Men's Health) at a price of R37.00 per issue;
- Item 15 (Rooi Rose) at a price of R37.00 per issue;
- Item 16 (Sarie) at a price of R56.00 per issue;
- Item 17 (Tuinier) at a price of R31.00 per issue;
- Item 18 (Tuis) at a price of R31.00 per issue;
- Item 19 (Weg) at a price of R 15.00 per issue;
- Item 20 (Kuier) at a price of R15.00 per issue;
- Item 21 (Craftwise: Stitches and Crafts) at a price of R13.00 per issue;
- Item 22 (City Press) at a price of R28.00 per issue;
- Item 23 (Rapport) at a price of R38.00 per issue and
- Item 24 (Volksblad) at a price of R13.00 per issue

The prices mentioned above includes Value Added Tax.

A cluster of handwritten signatures and initials, including "Jm", "JD", "H", and "b", located in the bottom right corner of the page.

## SLA – REX BOOKS

### ANNEXURE C: TIME FRAMES & PENALTIES

Bidders must deliver the magazines and newspapers within a week after the tender was awarded until 30 June 2020 on Mondays and Tuesdays. Sunday newspapers must be delivered on the Monday after the Sunday that the newspaper was published.

Failure to deliver the magazines and newspapers on the required deadlines may lead to cancellation of the contract.

### ANNEXURE D: PAYMENTS

All amounts due by the Municipality to the Service Provider in terms of this Agreement shall be paid by the Municipality to the Service Provider within 30 (Thirty) days of receipt of a Tax Invoice from the Service Provider requesting such payment.

REFER TO Rex Books (Pty) Ltd QUOTATION  
ATTACHED FOR PAYMENT TERMS FOR SUBSCRIPTION

*[Signature]* *[Signature]* *[Signature]*

*[Signature]* *[Signature]*



**Dawid Kruiper Municipality  
Directorate of Community Services  
Private Bag X6003  
Upington  
8800**

EH0802/sn/965

02 August 2019

Sir

**RE: Bid Number: QN013/2019-**  
**Supply and Delivery of Magazines and Newspapers**  
**For the Period Sept 2019 – June 2020**

We thank you for opportunity given us and attach hereto our response thereto.

**Extent of supply**

Supply and delivery of periodicals and newspapers as detailed in bid documents QN013/2019

**Validity**

90 Days from date hereof.

**Delivery**

Delivery times to be confirmed at time of order placed on publishers

**Price Basis**

100% nett inclusive of VAT. Please note that the bid price quoted on the front page of your RFQ is (10 months).

**Terms of Payment- (Please take careful note of these terms)**

100% of the invoiced amount due on presentation of our invoice, on receipt of which Rex Books (Pty) Ltd will place the necessary orders on the several publishers after which delivery will commence.

**ALL OUR SUBSCRIPTION SALES (INCLUDING ON-LINE SUBSCRIPTIONS) ARE EXECUTED STRICTLY ON A PAYMENT IN ADVANCE AND ANNUAL BASIS.**

**Cancellation**

10% of contract price will be withheld from all refunds received from publishers

**Exclusions to National Treasury General Conditions of Contract**

Rex Books (Pty) Ltd does not accept nor will be held to the following clauses listed below

- Clause 7** – Performance security
- Clause 16** – Payment (See terms of payment above)
- Clause 21** – Delays in supplier performance (See delivery clause above)
- Clause 22** – Penalties

**Evaluation Methodology / Criteria and Supporting Documentation**

All requested original or duly certified returnable documents in the tender document as detailed hereunder:

1. TCC Clearance Certificate (PIN)
2. CSD Registration
3. B-BBEE Certificate/EME Affidavit
4. Municipal Account
5. MBD 1, MBD 4, MBD 6.1, MBD 7.1 , MBD 8 AND MBD 9

Yours faithfully,

---

Sebastian Nicoletti



A large, handwritten signature in black ink, appearing to read "Sebastian Nicoletti". To the right of the signature, there are smaller handwritten initials "SN" and "JN".

NOTULE VAN TENDERTOEKENNINGSKOMITEE GEHOU OP DINSDAG,  
8 OKTOBER 2019

Komiteelede

Hoof Finansiële Bestuurder

Direkteur Gemeenskapdienste

Begeertegnikus Strate, Stormwater en Beplanning

Direkteur Ontwikkeling en Beplanning - Bestuurder Grondgebruikbestuur

Bestuurder Voorsieningskanaalbestuur

1. VERKLARING VAN BELANGE : (TTK) : 3.1.3.3.2.29 : (DIREKTORAAT KORPORATIEWE DIENSTE)

1/10.1/2019 (TTK) BESLUIT

Dat kennis geneem word dat die vaste lede van die Komitee en die lede op uitnodiging verklaar het dat hulle geen belang by die items onder bespreking het nie.

2. BEKRAGTIGING VAN DIE NOTULE : (TTK) : : (DIREKTORAAT KORPORATIEWE DIENSTE)

2/10.1/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Begeertegnikus Strate, Stormwater en Beplanning, word –

Dat die Notule van die Vergadering gehou op **27 September 2019** met die volgende wysiging as gelese beskou en bekrachtig word:

1. In besluit 7/09.5/2019 (BAC) wysig paragraaf 2 om soos volg te lees
2. *That the original tender amount of R728,300.40 (VAT incl) in respect of Bid “TK036/2017: Beplanning, Ontwerp en Projekbestuur: Elektrifisering van Woonhuise” as awarded to the consultant BVi Consulting Engineers (Pty) Ltd, per resolution 2/10.1/2017 dated 6 October 2017 be increased by R248,553.35 (Incl. VAT) to R976,835.75. (Increase of 35.13%).*

3. VERHURINGSAANBOD VAN ERF 2990, UPINGTON : (TTK) : ERF 2990 : (DIREKTORAAT KORPORATIEWE DIENSTE)

3/10.1/2019 (TTK) BESLUIT

Op voorstel van die Wnde Bestuurder Voorsieningskanaalbestuur en gesekondeer deur Direkteur Gemeenskapsdienste, word by die Munisipale Bestuurder –

AANBEVEEL

1. Dat die item vir kansellasie na die Raad terugverwys word, weens die gevaar van die oorhoofse elektrisiteit op die perseel, word die verhuring van erf 2990 vir die beringing van gruis, sand en aanverwante produkte nie aanbeveel nie.
2. Dat 'n alternatiewe perseel aan die aansoeker uitgewys word.

  
GOEDGEKEUR :  
  
MUNISIPALE BESTUURDER

4. VERVREEMDING VAN ERF 528, LOUISVALEWEG : (TTK) : 15.1.R & ERF 528, LVW : (DIREKTORAAT KORPORATIEWE DIENSTE)

4/10.1/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapsdienste en gesekondeer deur die Bestuurder Grondgebruikbestuur, word by die Munisipale Bestuurder –

AANBEVEEL

1. Dat, kennis geneem word dat die Raad reeds op 28 Mei 2019, per besluit 13/05/2019, besluit het dat Erf 528 geleë te Lakspurstraat 53, Louisvaleweg, nie vir basiese dienslewering benodig word nie en dat die erf per privaat onderhandelinge teen die bedrag van R1.00 (BTW en 5% administratiewe koste uitgesluit)vervleem moet word.
2. Dat, teen die agtergrond van paragraaf 1, die onderstaande erf, geleë te Lakspurstraat 53, Louisvaleweg, aan die onderstaande okkupeerder vervleem word.

ERF NR	ADRES	OKKUPEERDER	ID NOMMER
528	Lakspurstraat 53, Louisvaleweg	L Pieters	730616 5875 083

3. Dat die aansoeker self verantwoordelik sal wees vir die oordragkostes van die erf.

4. Dat, indien enige veranderinge aan die bestaande strukture gemaak word, sal dit onderworpe wees aan:
  - 4.1. Die indiening van volledige bouplanne.
  - 4.2. Die bepalings van die Dorpsaanlegskemaregulasies.
  - 4.3. Die bepalings van die Nasionale Bouregulasies en Boustandaarde.
  - 4.4. Verdere vereistes sal met die indiening van bouplanne gestel word.
5. Dat waar addisionele ingenieursontwerpe vereis word, dit vir die kostes van die aansoeker sal wees.
6. Dat waar bestaande dienste die erf kruis, moet 'n serwituit ten gunste van die munisipaliteit geregistreer word, 2 meter weerskante van die hartlyn van betrokke dienste.
7. Dat waar die registrasie van 'n serwituit vereis word dit vir die koste van die aansoeker sal wees.
8. Dat voldoende toegang tot die serwituit ten alle tye verseker moet word.

GOEDGEKEUR :



MUNISPALE BESTUURDER

5. **VERVREEMDING VAN ERWE 20874 – 20877 EN 20886 - 20889 : (TTK) : 15.1.R & ERWE 20874 – 20877 EN 20886 - 20889, UPINGTON : (DIREKTORAAT KORPORATIEWE DIENSTE)**

5/10/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapsdienste en gesekondeer deur die Begeertegnikus Strate, Stormwater en Beplanning, word by die Munisipale Bestuurder–

#### AANBEVEEL

1. Dat kennis geneem word dat die Raad per besluit 13.7/05/2017 (SRV) gedateer 30 Mei 2017, besluit het dat die Raad nie die erwe vir basiese dienste benodig nie en dat die erwe per privaat onderhandelinge vervreem moet word.
2. Dat, teen die agtergrond van paragraaf 1, erwe20874–20877 en 20886-20889, Extention, teen die bedrag van **R1,123,200.00** (BTW en 2.5% administratiewe koste uitgesluit) aan Ngome Property Development vervreem word. Gemelde prys is 20% meer as die waardasieprys.
3. Dat 'n koopooreenkoms met die aansoeker aangegaan word.

4. Dat die koper in paragraaf 2 genoem binne 14 (veertien) dae na datum van kennisgewing 'n deposito van 10% van die koopprys van die erf by die Raad moet inbetaal, by gebreke waarvan die kooptransaksie sal verval.
5. Dat 'n periode van 2 (Twee) maande aan die koper gebied word om die kooptransaksie te finaliseer en die koopsom aan die Raad oor te betaal, by gebreke waarvan die kooptransaksie gekanselleer sal word en die deposito van 10% deur die aansoeker verbeur sal word.
6. Dat die eiendom binne 12 (twaalf) weke vanaf ondertekening van die koopkontrak in die naam van die Koper geregistreer moet word.
7. Dat die koper die erf binne 24 maande na aankoop daarvan, volgens 'n goedgekeurde bouplan moet ontwikkel, met dien verstande dat indien die erf nie binne voorgeskrewe tydperk ontwikkel is nie, die erf kragtens die bepalings van klousule 3.1.5 van Raad se *Property Disposal Policy*, wat soos volg lees :

*3.15 where Property is Disposed for the purposes of further development, a condition must be included in the deed of sale stipulating that such development must be contemplated within 2 (two) years from date of registration. Likewise a condition must be included in the agreement to provide for forfeiture in the event that the development had not been completed within the required time period, unless an extension has been granted by the Municipality;*

Ingevolge klousule 17 van die Koopooreenkoms wat soos volg lees:

## **17. ONTWIKKELINGSTERMYN EN VOORWAARDES**

### **17.1**

*Die KOPER moet binne 'n tydperk van 24 (Vier-en-twintig) maande vanaf datum van vervreemding of binne enige tydperk wat tussen die KOPER en VERKOPER kragtens ooreenkoms vasgestel kan word, geboue op hierdie EIENDOM oprig of laat oprig. Indien sodanige gebou nie opgerig is nie, kragtens hierdie voorwaarde opgerig is nie, of KOPER voldoende redes tot bevrediging van die VERKOPER vir sy versuim om met bouwerk te begin aan die VERKOPER kan gee nie, sal die VERKOPER geregtig wees om bo en behalwe die normale belastings op die erf, boetebelasting op die erf vir die rekening van die KOPER te hef gelykstaande aan die gemiddelde waardasie van toepassing op die betrokke gebied wat ten aansien van ontwikkelde erwe deur die VERKOPER gehef word. Hierdie boetebelasting sal maandeliks teen die KOPER gedebiteer word en tesame met sy maandelikse rekening betaalbaar wees.*

gehandel sal word.

8. Dat, die ontwikkeling van die erf aan die volgende vereistes onderworpe sal wees:
  - 8.1 Die indiening van volledige bouplanne vir goedkeuring.
  - 8.2 Die bepaling van die Dorsaanlegskemaregulasies.
  - 8.3 Die bepalings van die Wet op Nasionale Bouregulasies en Boustandarde.
  - 8.4 Verdere vereistes sal met die indiening van bouplanne gestel word.
9. Dat die aansoeker vir alle dienste aansluitings en -verleggings verantwoordelik sal wees.
10. Dat dit pertinent aan voornemende aansoeker uitgewys word dat die erwe nie oor enige dienste beskik nie en dat die aanlê van dienste na die perseel, in oorleg met die Direkteure Elektro-Meganiese Dienste en Siviele Ingenieursdienste moet geskied.
11. Dat dit aan die aansoeker uitgewys word dat grootmaat riooldienste eers beskikbaar sal wees nadat fase 1 van die rioolopheffingsprojek voltooi is.
12. Dat ‘n Elektriese aansluiting vir die erwe, vanaf ‘n punt en op ‘n roete, soos deur die Direkteur Elektro-Meganiese Dienste goedgekeur, voorsien word.
13. Dat die erwe gediens word volgens ‘n plan wat vooraf aan die Direkteure van Elektro-Meganiese Dienste en Siviele Ingenieursdienste voorgelê is vir goedkeuring.
14. Dat die aansluiting sowel as enige verspreiding op die erwe vir die koste van die aansoeker sal wees.

GOEDGEKEUR :



MUNICIPAL BESTUURDER

6. VERVREEMDING VAN ERWE 20878 – 20885 : (TTK) : 15.1.R & ERWE EN  
20878 - 20885, UPINGTON : (DIREKTORAAT KORPORATIEWE DIENSTE)

6/10/2019 (TTK) BESLUIT

Op voorstel van die Wnde Bestuurder Voorsieningskanaalbestuur en gesekondeer deur die Direkteur Gemeenskapsdienste, word by die Munisipale Bestuurder-

AANBEVEEL

1. Dat kennis geneem word dat die Raad per besluit 13.7/05/2017 (SRV) gedateer 30 Mei 2017, besluit het dat die Raad nie die erwe vir basiese dienste benodig nie en dat die erwe per privaat onderhandelinge vervreem moet word.
2. Dat kennis geneem word dat die Tendertoekenningskomitee op 2019.08.12 per besluit 15/08.1/2019 die teenaanbod ten bedrae van **R780,000.00**, (BTW en 2.5% administatiewe koste uitgesluit) vir die aankoop van Erwe 20878 – 20885, met die volgende geregistreerde oppervlaktes:

ERF NR	OPPERVLAKTE	ERF NR	OPPERVLAKTE
20878	787 m <sup>2</sup>	20882	809 m <sup>2</sup>
20879	746 m <sup>2</sup>	20883	705 m <sup>2</sup>
20880	705 m <sup>2</sup>	20884	747 m <sup>2</sup>
20881	713 m <sup>2</sup>	20885	787 m <sup>2</sup>

van die aansoeker aanvaar het. (Gemelde bedrag is 2.09% meer as die waardasiebedrag)

3. Dat die volgende vervreemdingsvoorwaardes aanvaar word:
  - 3.1 Dat ‘n koopooreenkoms met die aansoeker aangegaan word.
  - 3.2 Dat die koper in paragraaf 2 genoem binne 14 (veertien) dae na datum van kennisgewing ‘n deposito van 10% van die koopprys van die erf by die Raad moet inbetaal, by gebreke waarvan die kooptransaksie sal verval.
  - 3.3 Dat ‘n periode van 2 (Twee) maande aan die koper gebied word om die kooptransaksie te finaliseer en die koopsom aan die Raad oor te betaal, by gebreke waarvan die kooptransaksie gekanselleer sal word en die deposito van 10% deur die aansoeker verbeur sal word.
  - 3.4 Dat die eiendom binne 12 (twaalf) weke vanaf ondertekening van die koopkontrak in die naam van die Koper geregistreer moet word.
  - 3.5 Dat die koper die erf binne 24 maande na aankoop daarvan, volgens ‘n goedgekeurde bouplan moet ontwikkel, met dien verstande dat indien die erf nie binne voorgeskrewe tydperk ontwikkel is nie, die erf kragtens die bepalings van klosule 3.1.5 van Raad se *Property Disposal Policy*, wat soos volg lees :

- 3.15 where Property is Disposed for the purposes of further development, a condition must be included in the deed of sale stipulating that such development must be contemplated within 2 (two) years from date of registration. Likewise a condition must be included in the agreement to provide for forfeiture in the event that the development had not been completed within the required time period, unless an extension has been granted by the Municipality;

Ingevolge klousule 17 van die Koopooreenkoms wat soos volg lees:

## **17. ONTWIKKELINGSTERMYN EN VOORWAARDES**

### **17.1**

*Die KOPER moet binne 'n tydperk van 24 (Vier-en-twintig) maande vanaf datum van vervreemding of binne enige tydperk wat tussen die KOPER en VERKOPER kragtens ooreenkoms vasgestel kan word, geboue op hierdie EIENDOM oprig of laat oprig. Indien sodanige gebou nie opgerig is nie, kragtens hierdie voorwaarde opgerig is nie, of KOPER voldoende redes tot bevrediging van die VERKOPER vir sy versuim om met bouwerk te begin aan die VERKOPER kan gee nie, sal die VERKOPER geregtig wees om bo en behalwe die normale belastings op die erf, boetebelasting op die erf vir die rekening van die KOPER te hef gelykstaande aan die gemiddelde waardasie van toepassing op die betrokke gebied wat ten aansien van ontwikkelde erwe deur die VERKOPER gehef word. Hierdie boetebelasting sal maandeliks teen die KOPER gedebiteer word en tesame met sy maandelikse rekening betaalbaar wees.*

gehanded sal word.

- 3.6 Dat, die ontwikkeling van die erf aan die volgende vereistes onderworpe sal wees:
- 3.6.1 Die indiening van volledige bouplanne vir goedkeuring.
  - 3.6.2 Die bepaling van die Dorsaanlegskemaregulasies.
  - 3.6.3 Die bepalings van die Wet op Nasionale Bouregulasies en Boustandarde.
  - 3.6.4 Verdere vereistes sal met die indiening van bouplanne gestel word.
- 3.7 Dat die aansoeker vir alle dienste aansluitings en -verleggings verantwoordelik sal wees.
- 3.8 Dat dit pertinent aan voornemende aansoeker uitgewys word dat die erwe nie oor enige dienste beskik nie en dat die aanlê van dienste na die perseel, in oorleg met die Direkteure Elektro-Meganiese Dienste en Siviele Ingenieursdienste moet geskied.
- 3.9 Dat dit aan die aansoeker uitgewys word dat grootmaat riooldienste eers beskikbaar sal wees nadat fase 1 van die rioolopheffingsprojek voltooi is.
- 3.10 Dat 'n Elektriese aansluiting vir die erwe, vanaf 'n punt en op 'n roete, soos deur die Direkteur Elektro-Meganiese Dienste goedgekeur, voorsien word.

- 3.11. Dat die erwe gediens word volgens 'n plan wat vooraf aan die Direkteure van Elektro-Meganiese Dienste en Siviele Ingenieursdienste voorgelê is vir goedkeuring.
- 3.12. Dat die aansluiting sowel as enige verspreiding op die erwe vir die koste van die aansoeker sal wees.

GOEDGEKEUR :

MUNISIPALE BESTUURDER

7. **VERHURING VAN ERF 1521, OLYVENHOUDTSDRIFT : (TTK) : 15.1.R & ERF 1521 OLV.: (DIREKTORAAT KORPORATIEWE DIENSTE)**

7/10/19 (TTK) BESLUIT

Op voorstel van die Bestuurder Grondgebruikbestuur en gesekondeer deur die Direkteur Gemeenskapsdienste, word by die Municipale Bestuurder-

AANBEVEEL

Dat die item na die Eindverbruiker terugverwys word ten einde die nuwe voorgestelde vaste huurbedrag aan die aansoeker voor te hou vir aanvaarding.

GOEDGEKEUR :

MUNISIPALE BESTUURDER

8. **KWOTASIE AANBEVELING : KK013/2019 : VOORSIENING EN LEWERING VAN TYDSKRIFTE EN KOERANTE : (TTK): 8.2.1 : (DIREKTORAAT GEMEENSKAP DIENSTE)**

8/10/19 (TTK) BESLUIT

Op voorstel van die Bestuurder Grondgebruikbestuur en gesekondeer deur die Beheertegnikus Strate, Stormwater en Beplanning, word by die Municipale Bestuurder-

AANBEVEEL

1. Dat paragraaf 1 van besluit 3/09.1/2019 (TTK) van die Tendertoekennings-komitee geneem op 13 September 2019, wat soos volg lees:

1. **Dat Tender KK013/2019 - VOORSIENING EN LEWERING VAN TYDSKRIFTE EN KOERANTE, vir die tydperk 01 Oktober 2019 – 30 Junie 2020, as volg toegeken word:**

**Rex Books Pty Ltd** Vir 'n totale bedrag van R45,340.00 (BTW ing)

*Item 1 (Drum) teen 'n bedrag van R22.00*

*Item 2 (Fin Week) teen 'n bedrag van R27.00*

*Item 3 (Huisgenoot) teen 'n bedrag van R25.00*

*Item 4 (Landbou Weekblad) teen 'n bedrag van R25.00*

*Item 5 (Vruoekleur) teen 'n bedrag van R21.00  
Item 6 (Baba en Kleuter) teen 'n bedrag van R37.00  
Item 8 (Fair Lady) teen 'n bedrag van R38.00  
Item 9 (Finesse) teen 'n bedrag van R56.00  
Item 11 (Home Handyman) teen 'n bedrag van R77.00  
Item 12 (Idees) (Afr) teen 'n bedrag van R15.00  
Item 14 (Mens Health) teen 'n bedrag van R37.00  
Item 16 (Sarie) teen 'n bedrag van R56.00  
Item 17 (Tuinier) teen 'n bedrag van R31.00  
Item 19 (Weg) teen 'n bedrag van R15.00  
Item 21 (Craftwise) teen 'n bedrag van R13.00*

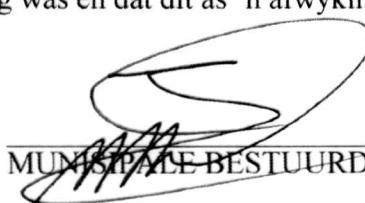
**Diphororo Consulting Pty Ltd** Vir 'n totale bedrag van vir 'n total van R32,398.26 (BTW ing)

*Item 7 (Bona) teen 'n bedrag van R21.85  
Item 10 (The Gardener) teen 'n bedrag van R42.78.  
Item 13 (Kick Off) teen 'n bedrag van R16.79.  
Item 15 (Rooi Rose) teen 'n bedrag van R41.86.  
Item 18 (Tuis) teen 'n bedrag van R49.22.  
Item 20 (Kuier) teen 'n bedrag van R17.71.  
Item 22 (City Press) teen 'n bedrag van R21.85.  
Item 23 (Rapport) teen 'n bedrag van R29.90  
Item 24 (Volksblad) teen 'n bedrag van R8.97.*

herroep en met die volgende besluit vervang word:

1. *Dat Kwotasie KK013/2019 - VOORSIENING EN LEWERING VAN TYDSKRIFTE EN KOERANTE aan Rex Books Pty Ltd vir 'n bedrag van R85,957.00 (BTW uitg) toegeken word, aangesien hulle die tweede hoogste punte in terme van die Raad se Voorsieningskanaalbestuursbeleid ontvang het.*
2. Dat as rede vir die wysiging in paragraaf 1 dit genotuleer word dat Diphororo Consulting Pty Ltd hul aanbod onttrek het.
3. Dat die projek befonds word uit die operasionele begroting via die Provinciale toekenning vir biblioteke (NDR1004):
  - R98,700 (BTW eksk) is begroot vir die 2019/2020 finansiële jaar per funksie 1004 item 11080 00349934599 waarvan daar R95,793.00 (BTW ekskl) beskikbaar is.
4. Dat die totale bedrag van die Tender R85,957.00 beloop
5. Dat kennis geneem word dat die tenderaars in paragraaf 1 genoem, se belastinguitklaring, volgens die CSD op 2019.10.08, in orde is.
6. Dat dit aan die Munisipale Bestuurder uitgewys word dat slegs twee kwotasies ontvang was en dat dit as 'n afwyking goedgekeur word.

GOEDGEKEUR :

  
MUNISIPALE BESTUURDER

5. BID TN040/2019 : SUPPLY AND DELIVERY OF SANITATION BUCKETS TO DAWID KRUIPER MUNICIPALITY : (BEC) : 8.2.2.2.40 (2019) : (DIRECTORATE CIVIL ENGINEERING SERVICES)

8/10.1/2019 (BAC) RESOLUTION

On proposal of the Manager Land Use Management and seconded by the Control Technician Streets, Storm Water and Planning it is **recommended** to the Municipal Manager –

1. That Tender **TN040/2019 : SUPPLY AND DELIVERY OF 3000 SANITATION BUCKETS** be awarded to **Sithathi Construction and Projects Pty Ltd** for the amount of **R291,120.00 (VAT inc)** as they obtained the second highest points in terms of Council's Supply Chain Management policy.
2. That the following reason why the Bid was not awarded to the Bidder with the highest points be noted:

**At One Solutions** confirmed in writing that they tendered on sanitary buckets that was different to the specifications.

3. The project is funded from own funds. There is currently R450,000 (VAT Excl) available per function 0026 item 10911 00249806399 for the purchase of assets less than capitalization threshold. The total amount is available for the project.
4. That it be noted that:
  - 4.1 Koda Multipurpose Community Development Association – one of owners are government employee – Non responsive.
  - 4.2 Canterbury General Services t/a Willard Painters did not submit proof of B-BBEE status – Non Responsive.
  - 4.3 Molefe MZ Construction and Kuleva Projects submitted an uncertified copy of B-BBEE certificate – no B-BBEE points allocated.
  - 4.4 Praysa Trade 1094 cc t/a C-Pac Pumps and Valves, Vuyo Best Cutters, Petromarine Pty Ltd, Mjangus Construction Pty Ltd, Riddles Construction, Jobs Holdings Pty Ltd, Kalksloot Holdings Pty Ltd, AR Steelworld cc, Industrial and Mining NC Pty Ltd, Tshipienchonoto Trading and Projects, Eldrid Corporate Pty Ltd, Ikamvu Lethu Suppliers Pty Ltd and Setshabelo Trading 679 submitted a copy of sworn affidavit – no B-BBEE points allocated.
  - 4.5 Moyo Brothers General Trading Pty Ltd submitted a tax clearance certificate that expired 2018.12.27
  - 4.6 Mjangus Construction Pty Ltd submitted a tax clearance certificate that expired 2019.05.04.
  - 4.7 Sithathi Construction and Projects Pty Ltd made a calculation error R291,120,00 instead of R291,111,00.
  - 4.8 Taap Enterprise Pty Ltd made a calculation error R688,787,20 instead of 688,758,00.

5. That it be noted that the Bidder mentioned in paragraph 1, is according to the CSD not tax compliant on 2019.10.08 and they be given 7 working days to rectify their tax status.

APPROVED

MUNICIPAL MANAGER

Die Notule van die Tendertoekenningskomitee is goedgekeur en bekratig deur die Tendertoekenningskomitee op 'n vergadering gehou op \_\_\_\_\_

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VOORSITTER

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DATUM



## **BID ADJUDICATION COMMITTEE**

## **DAWID KRUIPER MUNICIPALITY**

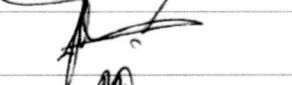
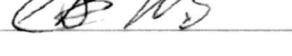
## **ATTENDANCE REGISTER AND UNDERTAKING OF CONFIDENTIALITY AND IMPARTIALITY**

**MEETING NUMBER : 1/10/2019**

DATE : 8 Oktober 2019

I, the undersigned, hereby declare:

- that all information, documentation and decisions regarding any matter before the Committee are confidential and undertake not to make known anything in this regard;
  - that I will treat all providers and potential providers equitably and will not purposefully favor or prejudice anybody; and
  - that I will make known details of any private or business interest which I, or any close family member, partner or associate may have in any proposed procurement or disposal process of, or in any award or contract and that I will immediately withdraw from participating in any manner whatsoever.

NAME	DEPARTMENT / SECTION	SIGNATURE
G Schreiner	Finansiële Dienste	
MG Bovu	Gemeenskapsdienste	
R Diergaardt	Siviele Ingenieursdienste	
J Du Plessis	Ontwikkeling en Beplanning	
M van Rooi	Voorsieningskanaalbestuur	
J McDuling	Sekretaris	
B Faurie	HAB: Regsdienste	
J C Engelbrecht	Biblioteek	
S. Bestandza	C.T.O. 10 SANITASIE	

## MUNISIPALITEIT DAWID KRUIPER

08 Oktober 2019

MEMORANDUM AAN:

Munisipale Bestuurder

AANWYS VAN SEKUNDILID VIR TENDERTOEKENNINGSSKOMITEE : 2019.10.08  
TOT 2019.10.08

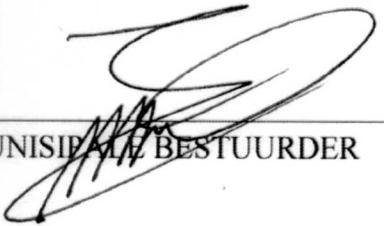
Die pos van die Direkteur Ontwikkeling en Beplanning is vakant.

Toestemming word hiermee versoek dat die Bestuurder: Land Gebruik Bestuur, Mn. J. du Plessis, as sekundi, met volmag, in die plek van die Direkteur Ontwikkeling en Beplanning by die vergaderings van die Tenderoekenningskomitee van 2019.10.08 tot 2019.10.08 mag optree.

  
IMCDULING

HOOF ADMINISTRATIEWE BEAMPTE (KOMITEES)

 Goedgekeur / Afgekeur

  
MUNISIPALE BESTUURDER

## MUNISIPALITEIT DAWID KRUIPER

01 Oktober 2019

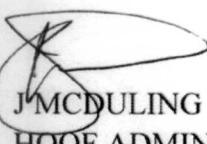
### MEMORANDUM AAN:

Munisipale Bestuurder

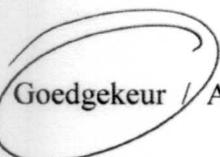
AANWYS VAN SEKUNDILID VIR TENDERTOEKENNINGSSKOMITEE : 2019.10.01  
TOT 2019.10.31

Die pos van die Direkteur Siviele Ingenieursdienste is vakant.

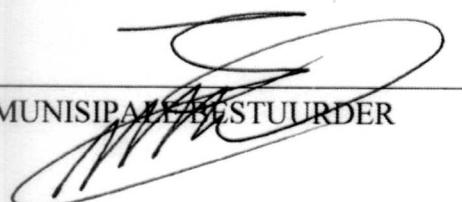
Toestemming word hiermee versoek dat die Beheertegnikus, Mn. R. Diergaardt, as sekundi, met volmag, in die plek van die Direkteur Siviele Ingenieursdienste by die vergaderings van die Tenderoekenningskomitee van 2019.10.01 tot 2019.10.31 mag optree.



J. McDULING  
HOOF ADMINISTRATIEWE BEAMPTE (KOMITEES)



Goedgekeur / Afgekeur



MUNISIPALE BESTUURDER