
SERVICE LEVEL AGREEMENT

ENTERED INTO BETWEEN

DAWID KUIPER MUNICIPALITY

(hereinafter referred to as "The Municipality")

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

AND

DIPHORORO CONSULTING (PTY) LTD

(Registration Number: 2012/108384/07)

(CSD Number: MAAA0597735)

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

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

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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 _Date of Municipal order.
 - 1.3.5 **"Entity"** includes any association, business, close corporation, sole propriety, 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 Diphororo Consulting (Pty) Ltd a private company registered under the laws of the Republic of South Africa under number 2012/108384/07;
 - 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;
 - 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;

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- 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. that 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.

2. INTRODUCTION

- 2.1. The Service Provider delivers material for the fencing of various parks within the municipal area.
- 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

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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.

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.

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- 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.
- 7.4. From the Effective Date, the Service Provider shall provide the Municipal Representative with a weekly project report, which shall be provided to the Municipal Representative at the end of week and shall include a brief activity and progress report on the Services to be provided.

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.
- 8.1.3 Unless otherwise agreed between the Parties, the Service Provider must, as far as reasonably practicable:
- 8.1.3.1 Provide adequate insurance coverage, against damage and/or loss of whatsoever nature, for any and all its Equipment utilized at any of the Municipality's designated premises for the duration of this Agreement.

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

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- 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 B.

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 The Municipality is entitled to deduct or set off from any amount payable to the Service Provider, any amount due by the Service Provider to the Municipality for any reason whatsoever.
- 9.2.3 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.
- 9.2.4 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

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obligations as per this Agreement, to claim damages, or to terminate this Agreement.

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's 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 or condition of this Agreement;
 - 11.4.2 has breached any other term of condition 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
 - 11.4.5 has assigned this Agreement or any part thereof without the consent in writing of the Municipality.

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

16. REPORTING

16.1. Weekly reports will be prepared for the Municipality by the Service Provider in respect of Services undertaken by the Service Provider in terms of this agreement.

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16.2. Should the Municipality require additional reports from the Service Provider, such reports shall be submitted to the Municipality within a reasonable time frame of the Municipality's request.

17. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

17.1. 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.

17.2. 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.

17.3. 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.

18. FORCE MAJEURE

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. 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:

18.5.1 the inconsistent and/or inadequate supply of electricity by the official South African energy supplying body;

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- 18.5.2 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;
 - 18.5.3 Industrial Action by workers, agents or employees;
 - 18.5.4 earthquakes, floods, fires or other natural physical disasters.
- 18.6. The mere shortage of labour, materials or utilities shall not constitute Force Majeure unless caused by circumstances, which are themselves, Force Majeure.
19. **ARBITRATION**
- 19.1. 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.
- 19.2. Any Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.
- 19.3. 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.
- 19.4. The arbitration shall be held:
- 19.4.1 In Upington in the English language;
 - 19.4.2 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.
 - 19.4.3 The Parties irrevocably agree that the decision in arbitration proceedings:
 - 19.4.3.1 shall be final and binding upon the Parties;
 - 19.4.3.2 shall be carried into effect; and
 - 19.4.3.3 may be made an order of any court of competent jurisdiction.
- 19.5. 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.
20. **DOMICILIA CITANDI ET EXECUTANDI**
- 20.1. 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:

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The Municipality

Physical address: Mutual Street, Upington, 8801
Postal address: Private Bag X6003, Upington, 8800
Telephone: 054 338 7000
Reference: W. Brand
Email: willem.brand@dkm.gov.za

SERVICE PROVIDER

Physical address: 45 Tweerivier Village 1, 973 Klippan Street, Montana Tuine 0159
Postal address: 45 Tweerivier Village 1, 973 Klippan Street, Montana Tuine 0159
Telephone: 084 601 5539
Reference: U.O. Nzotta
Email: ugo@diphororoconsulting.co.za or unzotta@hotmail.com

- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
21. **SEVERABILITY**
- 21.1. 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.
22. **COSTS**
- 22.1. 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.

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23. ENTIRE AGREEMENT

- 23.1. 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.

24. VARIATION AND CANCELLATION

- 24.1. 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.

25. INDULGENCES

- 25.1. 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.

26. GOVERNING LAW

- 26.1. 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.

27. CESSION AND ASSIGNMENT

- 27.1. 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.

28. CURRENCY

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

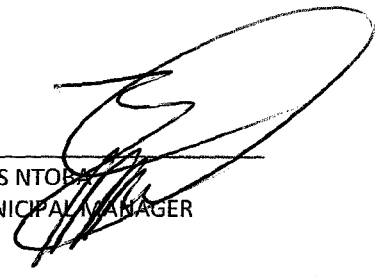
29. CONTROLLING LANGUAGE

- 29.1. 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.

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THUS DONE AND ENTERED INTO AT UPINGTON ON THIS THE _____ DAY OF
_____ 20__ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

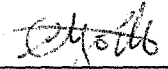
1. _____


ELIAS NTOBELA
MUNICIPAL MANAGER

2. _____

THUS DONE AND ENTERED INTO AT PRETORIA ON THIS THE 25TH DAY OF
JULY 2019 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

1.  _____


UGOCHUKWU OGBONNAYA NZOTTA
DIPHORORO CONSULTING (PTY) LTD

2.  _____

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Annexure A: Services Scope

Supply and delivery of one or all of the following products to Dawid Kruiper Municipality:

75mm steel pipes,
Building sand;
Crushed stone; and
Cement

Annexure B: Deliverables

The following materials must be supplied and delivered:

1. 1477 steel pipes, 75 mm x 2mm thick wall and one meter long.
2. 146 bags of cement 50 kg.
3. 240 cubic meters of building sand delivered at different parks in town.
4. 60 cubic meters of crusher stone \pm 19 mm in diameter delivered at different parks in town.

Quote for every item separately

Tender can be appointed to specific items or as a collective.

Below is a list of material that is needed:

PARK	Distance	Pipes	Cement	Sand per Cubic meter	Crushed stone per cubic meter
Uitsig Park	563m	375	37	60	15
Bellvue Park	434m	289	28	44	11
Manne Depico Park	166m	110	11	20	5
Akasia Park	360m	240	24	40	10
Ebbehout Park	335m	223	22	36	9
Morning Glory Park	360m	240	24	40	10

The Tender Adjudication Committee awarded the following items to Diphororo Consulting (Pty) Ltd on 10 July 2019:

ITEM	DESCRIPTION	AMOUNT (VAT INCLUSIVE)
Item 1	75mm X 2mm X 1meter pipes	R111 956.60
Item 4	Crushed stone 19mm (60 m ³)	R21 228.00

SLA DIPHORORO CONSULTING (PTY) LTD

Annexure C: Time Frames & Penalties

Delivery must be within 30 days from the date of the Municipal order.

5% of tender amount as penalty for 1-7 days late

10% penalty for 8- 14 days late

20% penalty for 15-21 days late

Contract terminated for more than 21 days late. Furthermore, the Municipality might implement steps to blacklist your company on the national database for non- delivery.

NOTULE : TENDERTOOKENINGSKOMITEEVERGADERING GEHOU OP 10 JULIE 2019

Komiteelede

Hoof Finansiële Bestuurder	-	Voorsitter
Ditekteur Bemeenskapsdinst		
Direkteur Siviele Ingenieursdienste	-	Pos vakant
Direkteur Ontwikkeling en Beplanning	-	Pos vakant
Bestuurder Voorsieningskanaalbestuur		

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

1/07.2/2019 (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)

2/07.2/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Hoof Finansiële Bestuurder, word –

BESLUIT

1. Dat die Notule van die vergadering gehou op 10 Junie 2019 as gelese beskou en bekragtig word.

Op voorstel van die Bestuurder Voorsieningskanaalbestuur, gesekondeer deur die Direkteur Gemeenskapdienste, word –

BESLUIT

2. Dat die Notule van die vergadering gehou op 19 Junie 2019 as gelese beskou en bekragtig word.

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Bestuurder Voorsieningskanaalbestuur, word –

BESLUIT

3. Dat die Notule van die vergadering gehou op 25 Junie 2019 as gelese beskou en bekragtig word.

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Hoof Finansiële Bestuurder, word –

BESLUIT

4. Dat die Notule van die vergadering gehou op 28 Junie 2019 as gelese beskou en bekragtig word.

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Bestuurder Voorsieningskanaalbestuur, word –

BESLUIT

5. Dat die Notule van die vergadering gehou op 3 Julie 2019 as gelese beskou en bekragtig word.

3. TENDEREVALUERING: TK025/2019 VERSKAF EN LEWERING VAN OMHEININGSMATERIAAL VIR VERSKEIE PARKE IN DAWID KRUIPER MUNICIPALE AREA : (TTK) : 8.2.2.2.25 (2019) : (DIREKTORAAT GEMEENSKAPDIENSTE)

3/07.2/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Bestuurder Voorsieningskanaalbestuur, word –

BESLUIT

1. Dat tender **TK025/2019: VERSKAF EN LEWERING VAN OMHEININGSMATERI AL VIR VERSKEIE PARKE IN DAWID KRUIPER MUNISIPALE AREA** soos volg toegeken word, aangesien die verskaffers die beste punte behaal het volgens die Voorsieningskanaalbestuursbeleid:

Item kwoteer	Tenderaar	Beskrywing	Bedrag (BTW inklusief)
Item 1	Diphororo Consulting Pty Ltd	75mm x 2mm x 1m Pipe	R111,956.60
Item 2	BNdlovu Trading Pty Ltd	Cement 50kg	R 14,527.00
Item 3	NG Mashego Farms t/a Norati Enterprises Unlimited	Building Sand Cubic Meter	R 41,280.00
Item 4	Diphororo Consulting Pty Ltd	Crusher Stone 19mm Cubic Meter	R 21,228.00

2. Die projek word befonds via die kapitelebegroting uit eie fondse. Daar is R200,000 (BTW Eksklusief) beskikbaar per funksie 0050 item 6947 (BAK 61348) vir die projek.
3. Dat die volgende tenders nie oorweeg word nie as gevolg van redes soos aangetoon:
 - Riddles Construction het nie die verpligte Section D voltooi nie en kan gevolglik nie verder oorweeg word nie.

4. Dat die volgende redes geboekstaaf word waarom die volgende tenderaars nie B-BBEE punte verwerf het nie:
- Ngwana Industries, Brightfuture Trading Pty Ltd, Innovtech Projects and Supplies CC, Central Trading and Developments Pty Ltd, SXL Building Construction CC, NG Mashego Farms t/a Norati Enterprises Unlimited, AI Hendriks, R J S Entrepreneurship Pty Ltd, Borabora Business Enterprise CC en Pfumo La Nndwa Services Pty Ltd het 'n kopie van 'n geswore affidavit aangeheg.
 - Mapeyi Property Fund Pty Ltd het 'n ongesertifiseerde kopie van B-BBEE sertifikaat aangeheg.
5. Dat kennis geneem word dat die tenderaars in paragraaf 1 genoem, se belastinguitklaring, volgens die CSD op 2019.07.10, in orde is.

GOEDGEKEUR


MUNISIPALE BESTUURDER

4. VERLENGING VAN HUUROOREENKOMS: PLAAS VAN TORING OP RAADSGROND: CELL C: (TTK) : 8.2.1 & ERF 5848: (DIREKTORAAT KORPORATIEWE DIENSTE)

4/07.2/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Bestuurder Voorsieningskanaalbestuur, word –

BESLUIT

1. Dat aangesien die Raad nie 'n gedeelte van erf 5848, Upington vir basiese dienslewering nodig nie en reeds 'n bestaande ooreenkoms met Cell C vir die huur van die gedeelte het en Cell C begerig is om die gedeelte vir 'n verdere tydperk te huur, die ooreenkoms vir 'n verdere termyn van vyf jaar tot 30 Junie 2023, teen die vaste maandelikse huur van R2950.000 (BTW en dienstegelde uitgesluit) verleng word.
2. Dat die verhuring van die gedeelte grond, hierbo vermeld, onderhewig is aan die volgende voorwaardes:
 - 2.1 Dat die aansoeker/eienaar aanspreeklik sal wees vir die werklike koste ten aansien van elektrisiteit, water, riool en padtoegang, indien beskikbaar, en uitbreiding, verlegging en/of opgradering nodig sou wees.
 - 2.2 Dat die gebruik beperk word tot dié van telekommunikasie fasiliteite.
 - 2.3 Dat, soos ook deur die huurooreenkoms bepaal word, die struktuur van die toring in die vorm van 'n boom moet wees.

- 2.4 Dat, alvorens enige advertering op die perseel plaasvind, die nodige goedkeuring vooraf by die Subdirektoraat Stadsbeplanning en Boubesker verkry word.
- 2.5 Dat volledig gedetailleerde bouplanne van alle geboue en strukture ingedien en goedgekeur moet word.
- 2.6 Dat die Munisipaliteit hom die reg voorhou om te eniger tyd 'n inspeksie op die perseel uit te voer, ten einde toe te sien dat aan bogenoemde voorwaardes voldoen word.
- 2.7 Dat die ooreenkoms vir 'n verdere termyn verleng kan word, onderhewig daaraan dat die Raad die opsie voorbehou om die huurbedrag te heroorweeg.

GOEDGEKEUR


MUNISIPALE BESTUURDER

5. VERHURING VAN ERF 1522, OLYVENHOUDTSDRIFT : (TTK) : 15.1.R & ERF 1, UPINGTON : (DIREKTORAAT KORPORATIEWE DIENSTE)

5/07.2/2019 (TTK) BESLUIT

Dat, aangesien die Eindverbruiker nie by vergadering teenwoordig was nie, die item oorsaak.

6. VERVREEMDINGSANBOD VAN ERF 17011, UPINGTON : H VISAGIE : (TTK) : ERF 17011 : (DIREKTORAAT KORPORATIEWE DIENSTE)

6/07.2/2019 (TTK) BESLUIT

Op voorstel van die Direkteur Gemeenskapdienste, gesekondeer deur die Bestuurder Voorsieningskanaalbestuur, word –

BESLUIT

1. Dat aangesien Erf 17011, Progress, nie vir basiese dienslewering deur die Raad benodig word nie en die Raad reeds per besluit 13/01/2019 (RV), gedateer 29 Januarie 2019, besluit het dat die erf by wyse van privaat onderhandelinge vervreem mag word, word aanbeveel dat 'n aanbod van R228,000.00 (15% BTW en Administratiewe Koste uitgesluit) aan Me H Visagie, gemaak word om die onderhandelinge vir die vervreemding van Erf 17011 te begin.
2. Dat die vervreemdingsvoorwaardes van Erf 17011, Upington, bepaal sal word, sodra daar tussen die Raad en me H Visagie ooreenkomstig is oor die vervreemdingsprys van Erf 17011.

GOEDGEKEUR


MUNISIPALE BESTUURDER