



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

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

AND

BAKGOROGILE GLOBAL SERVICES with Registration no: 2015/363858/07 herein represented by **TSHABADIRA MOHUTSIWA**, ID No. 8805145626085 in his capacity as the **Managing Director**, duly authorized thereto, (hereinafter referred to as the “Service Provider”).

WHEREAS

1. After due process of supply chain management, the Municipality has appointed the Service Provider for the Proposal for refurbishment of change rooms and toilets as per bid number 8/2/6/6- 2022 “the Project” at Vereeniging Fresh Produce Market
2. The Service Provider has accepted and agreed to such appointment under certain terms and conditions;
3. The terms and conditions are acceptable to the Service Provider which are recorded below.

NOW THEREFORE THE PARTIES AGREED AS FOLLOWS:

1. SERVICE FEE

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

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The Council shall pay to the Service Provider 25% of the total value of the project at the end of July and August 2023 and the balance thereof on the 29 September 2023.

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

Bank Name : First National Bank
Account Holder : Bakgorogile Global Services
Account Number : 62615394385
Branch Code : 250237

2. EFFECTIVE DATE

This agreement shall irrespective of the date of signing thereof endure for a period of thirty-nine (58) days commencing on the 06 July 2023 and ending on the 29 September 2023

3. OBLIGATIONS OF THE MUNICIPALITY

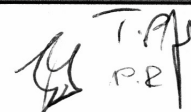
The Municipality hereby undertakes to do the following in order to give effect to this agreement:

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

4. OBLIGATIONS OF THE SERVICE PROVIDER

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

- 4.1 To be on site on 05 July 2023 for site establishment and to commence with the work on 6 of July 2023 and to complete the same on 29 September 2023. The details of the work to be carried out are captured in the Service Provider's proposal/project plan which is attached to this agreement and marked Annexures "B" and the Bid documents relating to this project subject to prevailing weather conditions. The Service Provider and the Project Manager shall agree on any deviation hereof.
- 4.2 To complete the work on time as referred to in 4.1 above and agree that the request for the extension of time to complete the work shall be granted only on reasonable grounds provided and accepted by the authorized official of the Municipality;
- 4.3 To carry out the work in strict accordance with the proposal submitted to the Municipality;

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- 4.4 To present a professional image in the performance of the service;
- 4.5 To be honest in dealing with the Municipality in terms of this agreement;
- 4.6 To attend the meetings that shall have been convened by the Municipality in order to discuss certain issues relating to this agreement;
- 4.7 To comply with the provisions of the Occupational Health Safety Act 85 of 1993 and its regulations;
- 4.8 To leave the site in a better and/or same condition it was found before commencing with the project/work by removing all the building rubble/material within 14 days of completion of the project;
- 4.9 The Service Provider shall be held responsible for any damages/breakages to the Museum structure and undertake to repair any damages/breakages that will occur;
- 4.10 To submit an invoice to the Project Manager within one week after completion of the work;
- 4.11 To guarantee that the work done will be of high standard and also undertakes to repair any fault that will arise within the first twelve (12) months after completion of the work at no expense to the Municipality. Furthermore, the Service Provider guarantees the products/equipment and material to be used for floor tiling, painting, sealing construction, lights, electrical connections, water connections, ablution system, structural reconstruction (Demolishing the wall and replacing a door).
- 4.12 Should the Service Provider fail to remedy the fault as mentioned in 4.12 above within 30 days of the occurrence thereof, the Municipality will proceed to take all the necessary steps to address the problem and shall be entitled to recover all the cost of doing so from the Service Provider. The Service Provider may also be blacklisted from providing any kind of future services to the Municipality.

5. CESSSION


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

6. INDEMNITY

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

7. CANCELLATION

- 7.1 The Municipality reserves the right to cancel this agreement at any time from the date of signing thereof provided that Municipality gives the Service Provider seven days (7) notice and good reasons of its intention to do so.
- 7.2 The Service Provider agrees to give the Municipality seven days (7) notice and good reasons to

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cancel this agreement.

- 7.3 Should the Service Provider fail to comply with any terms and conditions of this agreement, then in that event the Municipality shall deliver a written notice to the Service Provider calling upon the Service Provider to rectify such default within seven (7) days of such notice.
- 7.4 Should the Service Provider still remain in default after expiry of such notice then the Municipality shall be entitled but obliged to cancel this agreement without prejudice to the Municipality's other rights.

8. BREACH

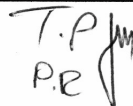
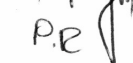
If the Service Provider breaches any terms in this agreement, the Municipality shall be entitled to terminate this contract immediately and have a right to institute civil action against the Service Provider.

9. DISPUTE RESOLUTION

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

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

- (a) The authorised persons must meet to try to resolve the issue(s). There must be a written record of this meeting, which must be jointly agreed to and approved.
- (b) If after a sincere commitment to try to resolve the issue(s) the parties still cannot agree, then the parties shall appoint, in writing and by Agreement between the parties, a mediator and/or third party (from a list agreed by both parties). The third party shall act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should the parties not be able to agree on the mediator, then the mediator shall be selected by the chairperson of the Arbitration Foundation of Southern Africa (AFSA). The costs of the mediator shall be borne by the parties to the dispute in equal shares.
- (c) Both authorized parties, must submit a joint statement to the mediator and/or third party.
- (d) In the event that one of the parties is in breach of contract, and failure to address the points raised under (a), (b) and (c), the other party should take the issue to arbitration or to court to resolve the matter, the decision of which shall be binding.
- (e) Should the mediator referred to in (b), and (c) fails to resolve the dispute within 7 (seven) days of his or her appointment, then either party shall have the right to require that the dispute be referred to arbitration, in which event it shall be submitted to and determined by arbitration in accordance with the Rules of Arbitration Foundation of Southern Africa, by an arbitrator appointed by Arbitration Foundation of Southern Africa, provided that the arbitration shall be held in a summary manner with a view to it being completed as soon as possible. The costs of arbitration shall be borne by the parties to the dispute in equal shares.
- (f) The parties specifically agree that, in the event of a dispute between them arising out of this Agreement, neither party shall interrupt or suspend the performance of its obligations under this Agreement pending resolution of the dispute.

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10. CONFIDENTIALITY

- 10.1 The Service Provider shall not divulge any information obtained in the execution of any of the terms and conditions of this Agreement to any third parties under any circumstances except with the express written consent of the Municipality.
- 10.2 The prohibition from disclosing confidential information shall not apply where a disclosure is made:
 - 10.2.1 Under compulsion of the law;
 - 10.2.2 In compliance with a court order granting the disclosure;
 - 10.2.3 To further the necessary and legitimate interest of the party making the disclosure, provided that prior to such disclosure the other party is so advised in writing; or
 - 10.2.4 The confidential information was in the public domain prior to being disclosed by the Service Provider or has come into the public domain other than as a result of being divulged by the Service Provider.
 - 10.2.5 The provisions of this clause are severable from the rest of this agreement and shall survive its termination and continue to be of full force.

11. FORCE MAJEURE

- 11.1 A party shall not be liable for a failure to perform any of its obligations in terms of this Agreement if it establishes to the satisfaction of the other party that:
 - 11.1.1 The failure was due to an event which was beyond its control;
 - 11.1.2 It could not reasonably have been expected, at the time of conclusion of this Agreement, to have taken into account the event and its effects on the party's ability to perform; and
 - 11.1.3 It could not reasonably have overcome the event or the effects of the event.
- 11.2 The events contemplated in above include, but are not limited to:
 - 11.2.1 War, civil war, armed conflict or terrorism;
 - 11.2.2 Natural disasters such as violent storms, floods, earthquakes, destruction by lightning;
 - 11.2.3 Explosions and fires;
 - 11.2.4 Official or unofficial boycotts, strikes, lockouts and go-slows; and
 - 11.2.5 Acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed the risk in terms of this Agreement or in the normal course of business.

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12. NON - VARIATION

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

13. EXCLUSION OF OTHER AGREEMENTS AND UNDERSTANDINGS

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

14. LITIGATION

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


15. DOMICILIUM AND NOTICES

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


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

15.2 The Service Provider: 17 HCH Fourie
Vanderbijlpark
1900

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE..... DAY JULY 2023



MOTSUMI MATHE

AS WITNESSES: 1.....
2.....

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 06 DAY OF JULY 2023



TSHABADIRAMOHUTSIWA

AS WITNESSES: 1. P. R. Mtsheni
2.....





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

Supply Chain Management Unit

Sedibeng District Municipality

ANNEXURE A

Reference: BAC 20/06/2023
Contact Person: Mr. Johannes Tsoetsi
Contact No: 082 867 1764

Date: 28 June 2023

BAKGOROGILE GLOBAL SERVICES

17 HCM Fourie, CW 4
Vanderbijlpark
1900

Cell No : 081 575 5265
Tell: : 081 575 5265
Fax: : 086 485 6077

Email Address : info@bakgorogile.co.za

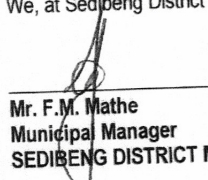
Attention: Mr. Tshabadira

APPOINTMENT OF PROPOSAL FOR REFURBISHMENT OF CHANGING ROOMS AND TOILETS AT FRESH PRODUCE MARKET, BID NO.: 8/2/6/6-2022

- a. The Sedibeng District Municipality has pleasure in confirming the appointment of **Bakgorogile Global Services** for an amount not exceeding R 512 401.00, five hundred and twelve thousand four hundred and one rand only (vat inclusive).
- b. The duration of the contract is per project plan submitted with the original tender submitted.
- c. That the bid is acceptable according to compliance with the specification, their tax matters are in order and all the bid documents have been signed;
- d. That the user cluster must conclude a Service Level Agreement as per the terms of reference, applicable rates as per the pricing matrix submitted with the original tender document and general conditions of contract, in conjunction with Legal Services;
- e. The user cluster must complete a purchase requisition as per the transaction/ job requirement for the purpose of issuing a purchase order in accordance with Council approved SCM policy
- f. Kindly confirm your acceptance of this appointment in writing by e-mail it to shenaza@sedibeng.gov.za within 5 days from the date of this letter.

Kindly liaise with Mr. Johannes Tsoetsi on 082 901 7591 / johannest@sedibeng.gov.za for further details.

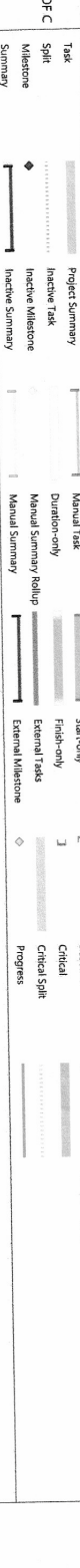
We, at Sedibeng District Municipality anticipate a sound working relationship with you.


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

Date: 30 June 2023

ANNEXURE B

ID	Task	Task Name	Duration	Start	Finish	March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September
0	Mode	REFURBISHMENT OF CHANGING ROOMS AND TOILETS	70 days	Tue 23/05/09	Mon 23/08/14							
1	1 Demolition and Preparation for Construction	12 days	Tue 23/05/09	Wed 23/05/24								
2	1.1 Cleaning of Rubble and Preparation for works	5 days	Tue 23/05/09	Mon 23/05/15								
3	1.2 Removing old Ceiling	2 days	Tue 23/05/16	Wed 23/05/17								
4	1.3 Removal of old toilets and Basins	1 day	Thu 23/05/18	Thu 23/05/18								
5	1.4 Removing old wall tiles and preparing of floor	1 day	Fri 23/05/19	Fri 23/05/19								
6	1.5 Removing damaged window glassess	1 day	Mon 23/05/22	Mon 23/05/22								
7	1.6 Cleaning and Preparing of Facebrick wall	1 day	Tue 23/05/23	Tue 23/05/23								
8	1.7 Taking Measurements of Windows and Doors	1 day	Wed 23/05/24	Wed 23/05/24								
9	1.8 Inspection of old Plumbing and electrical wiring by the plumber, and Electrician	1 day	Thu 23/05/25	Wed 23/07/12								
10	2 Tiling and Installation of Ablution Facility	35 days	Thu 23/05/25	Wed 23/07/12								
11	2.1 Installing Ceramic floor tiles in toilets - Killimiharo	7 days	Thu 23/05/25	Fri 23/06/02								
12	2.2 Installing Ceramic wall tiles to ceiling height in toilet - Flores Grey	7 days	Mon 23/06/05	Tue 23/06/13								
13	2.3 Installing of new hang wash basin & taps - Beta coral White	1 day	Wed 23/06/14	Wed 23/06/14								
14	2.4 Installing of new white Beta or Cobra or Equivelent suite box toilets including seats and	4 days	Thu 23/06/15	Tue 23/06/20								
15	2.5 Renovating showers	5 days	Wed 23/06/21	Tue 23/06/27								
16	2.6 Installing double kitchen sink with mixer (Cobra or Equivelent)	1 day	Wed 23/06/28	Wed 23/06/28								
17	2.7 Installation of urinal	2 days	Thu 23/06/29	Fri 23/06/30								
18	2.8 Installation of Gysert (200L)	2 days	Mon 23/07/03	Tue 23/07/04								
19	2.9 Installing new ceiling	5 days	Wed 23/07/05	Tue 23/07/11								
20	2.10 Installing mirrors	1 day	Wed 23/07/12	Wed 23/07/12								
21	3 Installation New doors and Windows	6 days	Thu 23/07/13	Mon 23/07/20								
22	3.1 Fitting new windows glassess	3 days	Tue 23/07/18	Thu 23/07/20								
23	3.2 Installing new doors with locks	3 days	Fri 23/07/21	Fri 23/07/21								
24	4 Painting	6 days	Fri 23/07/21	Mon 23/07/24								
25	4.1 Painting of floor with washable SABS approved p2 days approved paint	2 days	Tue 23/07/25	Wed 23/07/26								
26	4.2 Painting of interior/facebrick wall with SABS approved paint	2 days	Thu 23/07/27	Fri 23/07/28								
27	4.3 Painting of ceiling	2 days	Mon 23/07/31	Wed 23/08/02								
28	5 Electrical Works (work done by Qualified Technician)	3 days	Mon 23/07/31	Wed 23/08/02								
29	5.1 Installation of new plugs and lighting with supervision of Qualified Electrician	2 days	Mon 23/07/31	Tue 23/08/01								
30	5.2 Testing of Plugs and Lighting	1 day	Wed 23/08/02	Wed 23/08/02								
31	6 Plumbing works (Works Done by a Qualified Plumber)	4 days	Thu 23/08/03	Tue 23/08/08								
32	6.1 Connection of ablucon facility to the sewer systems and water line with the supervision of the by Qualified Plumber]	3 days	Thu 23/08/03	Mon 23/08/07								
33	6.2 Testing of Plumbing (Pressures and Temperatures	1 day	Tue 23/08/08	Tue 23/08/08								
34	7 Cleaning and Project Hand Over	4 days	Wed 23/08/09	Mon 23/08/14								
35	7.1 Cleaning and Hand over Preparation	3 days	Wed 23/08/09	Fri 23/08/11								
36	7.2 Clean and Project Hand Over	1 day	Mon 23/08/14	Mon 23/08/14								



Project REFURBISHMENT OF C
Date: Wed 23/03/22

Task Summary: Inactive Task, Inactive Milestone

Manual Task Summary: Manual Summary, Manual Summary

Start-only, Finish-only, External Milestone, Critical, Critical Split, Progress