



**SERVICE LEVEL AGREEMENT ENTERED  
INTO BETWEEN**

**The SEDIBENG DISTRICT MUNICIPALITY herein represented by  
MOTSWALEDI MAKHUTLE, in his capacity as the Acting Municipal Manager duly  
authorised thereto, (hereinafter referred to as “Sedibeng”);**

**AND**

**TMD COMMUNICATIONS CC t/a Two Way Radio Services (CK 2010/133709/23) herein  
represented by THEO DREYER in his capacity as the Managing Director, duly authorised  
thereto, (hereinafter referred to as the “Service Provider”).**

**PREAMBLE**

**WHEREAS** Sedibeng requires a Service Provider for the provision of high mast rental space to facilitate wireless communications within the Sedibeng District Municipality’s wide area network;

**AND WHEREAS** after due processes, Sedibeng appointed the Service Provider to render the required service under the terms and conditions recorded herein;

**AND WHEREAS** the Service Provider has accepted such appointment with the terms and conditions herein recorded.

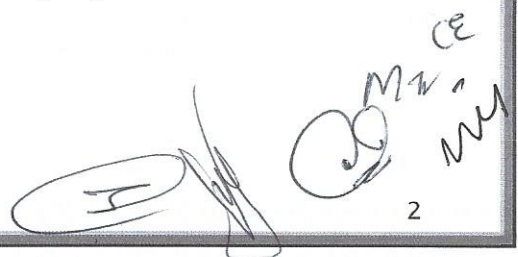
**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this agreement, unless clearly inconsistent with or otherwise indicated by the context:

1.1.1 **“The/this agreement”** means the agreement set out in this document and all referred to and annexed addenda thereto;

- 1.1.2 **“Date of signature”** means the date of signature of this document;
- 1.1.3 **“Effective date”** means that date upon which the Sedibeng District Municipality approved the appointment with Council resolution A2028 at the 122<sup>nd</sup> Council meeting held on 2020/02/26;
- 1.1.4 **“Parties”** means Sedibeng and the Service Provider jointly;
- 1.1.5 **“Party”** means any one of them as the context may indicate;
- 1.1.6 **“Services”** means the services set out in the Specification;
- 1.1.7 **“Service Charges”** means the fees due to the Service Provider for the services;
- 1.1.8 **“The Service Provider”** means the Service Provider appointed in terms of this agreement; and
- 1.1.9 **“The Panel”** means the list of service providers procured by Sedibeng for purposes of supplying printer cartridges to Sedibeng;
- 1.1.10 Any reference to the singular includes the plural and vice versa;
- 1.1.11 Any reference to natural persons includes legal persons and vice versa; and
- 1.1.12 Any reference to one gender includes the other gender.
- 1.2 Where applicable, the provisions of the above shall impose substantive obligations on the parties as provided in the provisions concerned.
- 1.3 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.4 Words and explanations 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 explanations in that sub-clause.
- 1.5 This agreement shall be governed by and construed and interpreted in accordance with the Laws of the Republic of South Africa.
- 1.6 Unless the agreement specifies otherwise:
- 1.6.1 If either party is required to notify the other in terms of this agreement, such notification shall be of no force or effect unless reduced to writing; and
- 1.6.2 Any notices to be furnished by either party shall be delivered in a timely manner and without delay but in any event not later than 30 (thirty) days after being required to do so in terms of this agreement.

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## 2. APPOINTMENT

Sedibeng hereby appoints the Service Provider, which hereby accepts the appointment for the provision of high mast rental facilities as specified in clause 5 of this agreement.

## 3. DURATION

- 3.1 This agreement will commence on the date upon which the Sedibeng District Municipality approved the appointment with Council resolution A2028 at the 122<sup>nd</sup> Council meeting held on 2020/02/26, and will, subject to the provisions of this agreement, continue to be in force and effect for a period of three (3) years;
- 3.2 The agreement will be subjected to annual performance review and subject to budget availability.

## 4. SERVICES AND CHARGES

- 4.1 The Service Provider shall provide to the Sedibeng District Municipality high mast rental space on conditions contained hereto, the terms and conditions contained in the tender document.
- 4.2 For the services provided in terms of this agreement, Sedibeng undertakes to pay the Service Provider for service charges calculated in accordance with the agreed price schedule attached and marked annexure "A". All payments shall be made by Sedibeng directly into the Service Provider's bank account which has the following particulars:

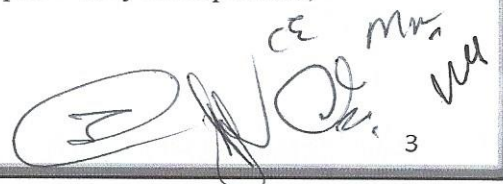
Bank name	:	Absa Bank
Branch code	:	362005
Account name	:	Current
Account number	:	4076852447

- 4.3 All payments due in terms of this agreement shall be made within a period of thirty (30) days of presentation of an invoice certified by the relevant officials as a true reflection of the supplies provided and the cost thereof.

## 5. SERVICE PROVIDER'S RESPONSIBILITIES:

The Service Provider shall:

- 5.1 Execute the functions indicated in the document attached to this agreement as Annexure "A", which shall form part hereof and shall be read as if herein specifically incorporated;

 CE Mr. M  
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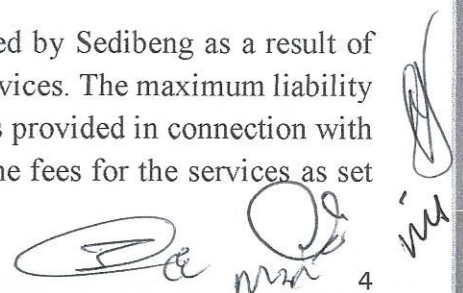
- 5.2 In executing the service, exercise the highest degree of skill and professionalism in line with the best industry standards;
- 5.3 Provide facilities for uninterrupted power supply to avoid a breakdown in service should normal utility supply to the mast be interrupted. The Service Provider shall maintain and service such facilities to ensure that it is operational at all times;
- 5.4 The Service Provider shall permit officials, employees, sub-contractors and/or agents of Sedibeng to enter the leased premises during any (24/7 access) by prior arrangement with the supervisor, for the purpose of erecting, inspecting, servicing or repairing their equipment. Such entry shall be obtained after reporting to the Service Provider or its representative if any, on site. The Service Provider will have record of officials and employees of the Sedibeng for access control. Admittance procedures must be confirmed by the Service Provider should special arrangements be made. The Service Provider undertakes to issue Sedibeng with an access key/after hour contract number and or any other requirement for admittance to the leased premises. The Service Provider may stipulate from time to time the ways by which admittance to the leased premises may be obtained;
- 5.5 The Service Provider warrants and undertakes to Sedibeng that all the equipment installed and in use on the mast shall at all-time comply with the requirements of the South African Bureau of Standards Code of Practice Department, Civil Aviation and ICASA's requirements. Furthermore, the Service Provider undertakes to remove from the premises, any radio equipment that causes interference to any equipment of Sedibeng; and
- 5.6 Ensure that the charges for the supplies delivered are in line with the charges agreed to.

**6. SEDIBENG's RESPONSIBILITIES:**

- 6.1 Pay the amounts due to the Service Provider timeously and in the manner described in clause 4 above;
- 6.2 Provide all the necessary information and support to the Service Provider that is reasonably necessary to enable it to effectively render services; and
- 6.3 Designate a project manager to liaise with the Service Provider in matters pertaining to this agreement.

**7. LIABILITY**

- 7.1 The Service Provider shall be liable for any damages sustained by Sedibeng as a result of breach of contract or negligence on its part in respect of the services. The maximum liability of the service provider for all claims arising out of the services provided in connection with this agreement shall be limited to an amount equal to twice the fees for the services as set out in clause 4 above.



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7.2 The Service Provider shall further be liable for any damages or losses, howsoever they may arise, incurred by third parties as a result of any negligent act or omission on the part of the Service Provider.

## 8. TERMINATION AND BREACH

8.1 In the event that any party ("the defaulting party") commits a breach of any of the provisions of this agreement, the other party ("the aggrieved party") may give the defaulting party seven (7) days written notice to remedy such breach.

8.2 Should the defaulting party fail to comply with such notice, the aggrieved party shall be entitled to cancel this agreement and/or to claim immediate payment and/or specific performance from the defaulting party whether or not the due date for payment and/or performances has arrived.

8.3 The foregoing is without prejudice to such other rights as the aggrieved party may have at law.

## 9. DISPUTE RESOLUTION

9.1 Any dispute which may arise out of the operation of this agreement shall be referred to a joint committee comprising of the duly authorised representatives of Sedibeng and the Service Provider, who will use their best endeavours to resolve the dispute within 14 (fourteen) days of it having been referred to them.

9.2 In the event that the dispute fails to be resolved as envisaged in 9.1 above, the matter shall be referred to a mutually acceptable suitably qualified third party for arbitration.

9.3 The arbitration shall be held:

9.3.1 At a mutually agreed venue by the parties;

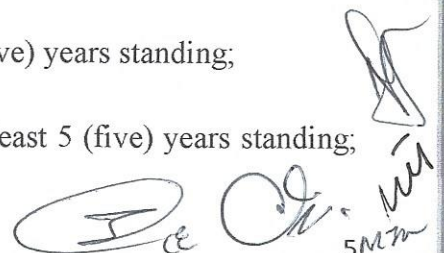
9.3.2 On the basis that the proper law of the agreement contained in this clause and of the contract in which this clause is contained shall be the law of the Republic of South Africa; and

9.3.3 With only the legal and other representatives of the parties to the dispute present there at.

9.4 The Arbitrator shall be, if the matter in dispute is principally;

9.4.1 A legal matter, a practising advocate or attorney of at least 5 (five) years standing;

9.4.2 An accounting matter, a practising chartered accountant of at least 5 (five) years standing; and



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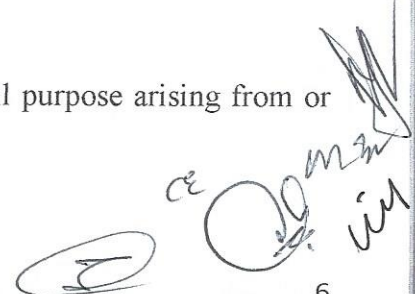
- 9.4.3 Any other matter, an independent person, agreed upon between the parties.
- 9.5 Should the parties fail to agree on an Arbitrator within 14 (fourteen) days after giving of notice an Arbitrator shall be appointed at the request of either party to the dispute by the President of the Law Society of the Northern Provinces..
- 9.6 The Arbitrator shall have the power to fix all procedural rules for the holding of the arbitration, including discretionary powers to make orders as to any matters which he may consider proper in the circumstances of the case with regard to submissions, pleadings, discovery, inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration. The Arbitrator may receive and act on all such evidence, whether oral or written, strictly admissible or not, as he in his discretion may deem fit.
- 9.7 The award of the Arbitrator shall be final and binding upon the parties and may be made an order of any court of competent jurisdiction.

## 10. *FORCE MAJEURE*

- 10.1 Neither party will be liable for any failure to meet any of its obligations in terms of this agreement or any delay in meeting them, to the extent to which the failure or delay is caused by any circumstances whatsoever which are beyond its reasonable control, including but not limited to any labour disputes, strikes or lockout (excluding labour disputes, strikes and lockouts confined mainly to employees of either party), war, riot civil commotion, any order or regulation of any government or other lawful authority meeting the above requirements or any other cause beyond the reasonable control of that party.
- 10.2 Any inability to meet a payment due by one party to the other because of lack of funds will in no circumstances be treated as an event of force majeure.
- 10.3 The affected party must give notice in writing to the other party immediately upon the occurrence of an event of force majeure.
- 10.4 Should the force majeure prevent performance of a material obligation for a period exceeding 30 (thirty) days, either party may cancel this agreement on written notice to the other, but will not be entitled to recover any damages which it may suffer as a result of such termination.

## 11. *DOMICILIA AND NOTICES*

- 11.1 The parties choose as their *domicilia citandi et executandi* for all purpose arising from or pursuant to this agreement the following addresses:

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct signatures: one on the left, one in the middle, and one on the right. The middle signature appears to be 'D. M. M.' and the right one 'W. M. M.'. There are also some initials 'ce' and 'im' written nearby.



11.1.1 Sedibeng District Municipality : Civic Centre  
Cnr Leslie and Beaconsfield Avenues  
Vereeniging  
1939

11.1.2 Service Provider : 12 Kliprivier Drive West  
Three Rivers  
Vereeniging, 1939  
Tel: 016 455 1426

11.2 The parties shall be entitled by way of a written notice to vary their *domicilia* to any other addresses within the Republic of South Africa, which is not a post office box or poste restante

11.3 All notices given in terms of this agreement shall be in writing and any notice given by any party to another which;

11.3.1 Is delivered by hand or transmitted by facsimile shall be deemed to have been received by the addressee on the first business day after the date of delivery or transmission, as the case may be; and

11.3.2 If posted by prepaid registered post from an address within The Republic of South Africa to the addressee at his *domicilium* address for the time being shall be deemed to have been received by the addressee on the 14<sup>th</sup> (fourteenth) day after the date of such posting.

## 12. VARIATION

No addition or variation to, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

## 13. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by one party to the other in respect of the performance of any obligations hereunder or enforcement of any rights arising from this agreement shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

CE  
J. M. M.  
J. M. M.  
7

**14. SEVERABILITY**

The terms, conditions and undertakings contained in this agreement shall each be construed as an agreement and undertaking independent of any other provisions of this agreement. The parties hereby expressly agree that it is not the intention of any party to violate any public policy, statutory or common law, and that if any sentence, paragraph, clause or combination of the same is violation of the Law of the Republic of South Africa, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause in this agreement shall be binding upon the parties hereto. The parties further acknowledge that it is their intention that the provisions of this agreement be binding only to the extent that they may be lawful under existing applicable law of the Republic of South Africa, and in the event that any provision hereof is determined to be overly broad or unenforceable, the parties hereto agree to the modification of such provisions to the minimum extent required to make them valid and enforceable.

**15. CESSION AND SUB-CONTRACTING**

The Service Provider shall not cede, sub-contract, assign, transfer, make over or delegate any right or obligation acquired or incurred in terms of this agreement, without prior written consent of Sedibeng.

**16. ASSIGNMENT**

Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other.

**17. WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no other agreement, representations and/or warranties between the parties other than those set out herein shall be binding on the parties.

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DATED AND SIGNED AT VEREENIGING ON THIS THE ...<sup>21</sup>... DAY OF JANUARY 2021.

  
\_\_\_\_\_  
MOTSWALEDI MAKHUTLE


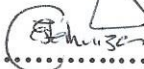
AS WITNESSES:

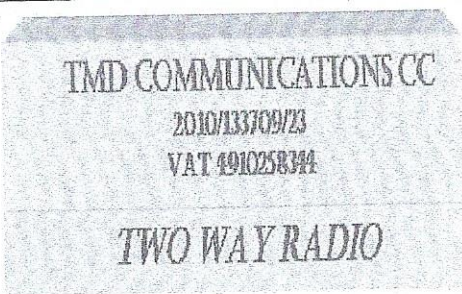
1.   
2. 

DATED AND SIGNED AT VEREENIGING ON THIS THE ...<sup>21</sup>... DAY OF JANUARY 2021.

  
\_\_\_\_\_  
THEO DREYER

AS WITNESSES:

1.   
2. 

 <p><b>TMD COMMUNICATIONS CC</b> 2010/133709/23 VAT 4910258344 <b>TWO WAY RADIO</b></p>	<p style="text-align: center;"><b>COMPUTER GENERATED TAX INVOICE</b></p> <p style="text-align: right;">Doc Number: <b>*001366*</b> 001366</p> <table style="width:100%;"> <tr> <td style="width:50%;">Account No: SEDI002</td> <td style="width:50%;">Date: 01 Dec 20</td> </tr> <tr> <td>Rep Name:</td> <td>Order No: INTERNAL</td> </tr> <tr> <td>Vendor No:</td> <td>Client VATNo: 4910101130</td> </tr> <tr> <td>Warehouse:</td> <td style="text-align: right;">Page 1 of 1</td> </tr> </table>	Account No: SEDI002	Date: 01 Dec 20	Rep Name:	Order No: INTERNAL	Vendor No:	Client VATNo: 4910101130	Warehouse:	Page 1 of 1
Account No: SEDI002	Date: 01 Dec 20								
Rep Name:	Order No: INTERNAL								
Vendor No:	Client VATNo: 4910101130								
Warehouse:	Page 1 of 1								

CONTACT DETAILS	OTHER DETAILS	BANKING DETAILS
TMD COMMUNICATIONS T/A TWO WAY RADIO 12 KLIPRIVER DRIVE WEST THREE RIVERS VEREENIGING 1939 VAT NO: 491 025 8344 TEL: 016 455 1426	REG NO: 2010/133709/23 E-MAILS : admin@tcradio.co.za theo@tmdcom.co.za	ABSA CHEQUE ACCOUNT NO : 407 685 2447 BRANCH : 632005

CLIENT INVOICE DETAILS	016 450 308 ANNAMARE	DELIVERY ADDRESS
SEDIBENG DISTRICT COUNCIL P.O BOX 471 VEREENIGING  1930		ATT: CORNE VISAGIE PO BOX 471 VEREENIGING 1930

Stockcode	Description	Quantity	Unit	Price	Disc%	Total	Tax Amount
	RECURRING: JANUARY 2020						
#O RENTALS (A1)	HI-SITE RENTALS	1		0.00	0.00	0.00	0.00
#O 2 UNITS (V2)	HI-SITE VDBP HQ	1		1641.77	0.00	1641.77	246.27
#O 1 UNIT (V2)	HI-SITE MAFATSANE	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	HI-SITE HEALTH	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	HI-SITE RESIDENSIA	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	SBK FIRE	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	HI-SITE DE DEUR	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	HI-SITE BOKKIE DELPORT	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	HI-SITE MIDVAAL	1		820.88	0.00	820.88	123.13
#O 1 UNIT (V2)	HI-SITE LAKESIDE	1		820.88	0.00	820.88	123.13
#O *** (X1)	***	1		0.00	0.00	0.00	0.00
#O B/DETAIL (Y1)	BANK DETAILS:ABSA BANK	1		0.00	0.00	0.00	0.00
#O ACC NUM (Z1)	BRANCH:632005:ACC.4076852447	1		0.00	0.00	0.00	0.00
#O *** (Z4)	***	1		0.00	0.00	0.00	0.00
#O SUPPORT (Z5)	THANK YOU FOR YOUR SUPPORT	1		0.00	0.00	0.00	0.00

Account Balance: 18880.24	<b>Goods Value</b>	<b>Discount</b>	<b>Freight</b>	<b>VAT</b>	<b>TOTAL DUE</b>
<b>S.A. Rands</b>	8208.81	0.00	0.00	1231.31	<b>9440.12</b>

PLEASE NOTE : ALL RENTALS ARE PAYABLE IN ADVANCE



**A2027 REPORT ON PROPOSED AMENDMENT OF CONTRACT: FLEET MANAGEMENT SERVICES**

(6/1/P)

**Cluster: Finance  
Portfolio: Finance**

**RESOLVED**

1. THAT the contract for fleet management services with Messrs. Fleet Horizon Solutions be extended by ninety (90) days up until 03 April 2020, in accordance with the provisions of Section 116(3) of Local Government: Municipal Finance Management Act, No 56 of 2003.
2. THAT the reasons cited in the body of the report be noted and considered by Council; and
3. THAT the Council delegate the Accounting Officer to extend to greater community of Sedibeng reasonable notice of the proposed intention to amend the contract and be invited to submit representations to the municipality by way of Public Notice.

\* \* \* \* \*

**A2028 REPORT ON PROPOSED AMENDMENT OF CONTRACT: HIGH MAST RENTAL**

(6/1/P)

**Cluster: Finance  
Portfolio: Finance**

**RESOLVED**

1. THAT the contract for rental of a high mast tower with Messrs. TMD Communications be extended for a period of an additional three years, renewed yearly, following satisfactory performance determined through quarterly performance reviews, in accordance with the provisions of Section 116(3) of Local Government: Municipal Finance Management Act, No 56 of 2003.
2. THAT the reasons cited in the body of the report be noted and considered by Council.
3. THAT Council delegates the Accounting Officer to extend to greater community of Sedibeng reasonable notice of the proposed intention to amend the contract and be invited to submit representations to the municipality by way of Public Notice.

\* \* \* \* \*





Sedibeng District Municipality  
Corner Leslie and Beaconsfield Avenue, Vereeniging  
PO Box 471, Vereeniging, 1930  
Gauteng, Republic of South Africa  
Tel: +27 16 450 3202  
Fax: +27 16 422 4530  
Email: tumil@sedibeng.gov.za  
Website: www.sedibeng.gov.za

## Information Technology Department

Sedibeng District Municipality

## Internal Memo

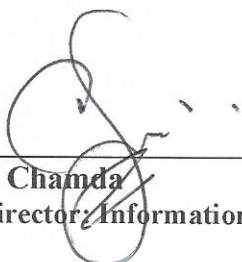
<i>To:</i>	Acting Municipal Manager
<i>From:</i>	Director: Information Management
<i>Date:</i>	13 January 2021
<i>Subject:</i>	<b>PROPOSED SERVICE LEVEL AGREEMENT: TMD COMMUNICATIONS</b>

After due supply chain management processes, Amtronics was appointed to provide high mast rental services to the ICT Department. The Sedibeng District Municipality Council approved the renewal with Council resolution A2028 at the 122<sup>nd</sup> Council meeting held on 2020/02/26.

Attached is the proposed service level agreement to be entered into between the Sedibeng District Municipality and the company. A copy of the resolution is attached for your information.

Kindly approve the service level agreement at a suitable time.

Regards,

  
\_\_\_\_\_  
**Y Chamda**  
Director: Information Management

Vetted / ~~Not Vetted~~

  
\_\_\_\_\_  
**L Ngake**  
Acting Director Legal and Support Services

Supported / Not Supported

\_\_\_\_\_  
**W Ramotsedisi**  
Acting Executive Director Corporate Services

