



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

SEDIBENG DISTRICT MUNICIPALITY herein represented by
THOMAS LINDELO MKAZA in his capacity as the Acting Municipal Manager, duly authorized
thereto, (hereinafter referred to as “Sedibeng”);

AND

MESSRS AEIM AIR AND ELECTRICAL SERVICES CC, Registration number
2000/071660/23, represented by **JOSEPH GOOSEN**, in his capacity as a Board Member, duly
authorized thereto as per letter of authority attached hereto as Annexure “A”.
(hereinafter referred to as “the Service Provider”).

WHEREAS Sedibeng require the services of a suitable qualified service provider to render repairs,
service and maintenance of Chillers at Municipality halls;

AND WHEREAS Sedibeng, having followed due supply chain processes and procedures, appointed the
Service Provider to render the afore-mentioned services;

AND WHEREAS the Service Provider accepts such appointment under the terms and conditions herein
recorded.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION AND DEFINITION

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|--------------------------|---|
| “Agreement” | means this agreement and the Annexures thereto; |
| “Commencement date” | means 15 September 2016; |
| “Deliverables” | means the deliverables set out in the specification; |
| “Good Industry Practice” | means using the standards, practices, methods and procedures conforming |

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to applicable law and exercising that that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected of a skilled, and experienced person engaged in a similar type of undertaking under similar circumstances;

- “Sedibeng” means Sedibeng District Municipality established in terms of the Municipal Structures Act 117, 1998;
- “Service Provider” means AEIM Air and Electrical Services being the appointed bidder for the project herein;
- “Parties” means Sedibeng and the Service Provider and the word “Party” shall have a corresponding meaning;
- “Proposal” means Service Provider’s response to the bid advert and the Specification in carrying out of the services;
- “Services” means the services to be provided by Service Provider in terms of this agreement.

2. APPOINTMENT

- 2.1 Sedibeng issued a tender for the Repair chillers at the Town hall and Banquet hall 8/2/2/4-2014 (re-advert) (“the tender”) and accepted the bid of the Service Provider, following its procurement process for such services.
- 2.2 Sedibeng hereby appoints the Service Provider as an independent contractor and the Service Provider hereby accepts such appointment with effect from the effective date, provide the services on the terms and conditions stipulated in this agreement.
- 2.3 The Service Provider represents that it has, and warrants that throughout the duration of this agreement it shall have the resources, skills, qualifications and experience necessary to render the services.
- 2.4 Relying on these statements and representations, Sedibeng has selected AEIM Air and Electrical Services cc as its bidder of choice to provide the services as described in Bid no: 8/2/2/4-2014 (re-advert) and the Service Provider’s proposal.

3. DURATION

This agreement shall endure for a period of three years, starting on the 15 September 2016 and ending on the 14 September 2019 irrespective of the date of signing of this agreement subject to annual performance assessment and budget availability.

4. SCOPE OF SERVICES

The Service Provider shall perform the services and submit the deliverables in accordance with the



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Specifications in line with Service rendered to Sedibeng.

5. PRICE AND PAYMENT TERMS

During the term of this agreement and in consideration for the services provided by the Service Provider, Sedibeng will pay the Service Provider a once off amount not exceeding R197 881. 20 VAT inclusive, in accordance with the pricing plan submitted by the Service Provider for major service of Town hall and Banquet hall Chillers.

All services approval for three years periodical repairs, Service and Maintenance of all Municipal Chillers (Town Hall, Banquet and Civic Theatre) must be accompanied by the quotations and job card certified as required in terms of clause 7.4 and Invoices be directed to Sedibeng and upon completion of the Job card, Sedibeng shall pay the amount due within 15 (fifteen) days. All payments shall be done by Sedibeng into the Service Provider's bank account with the following bank details:

Name of Account	:	AEIM Air and Electrical Services CC
Name of Bank	:	Standard Bank
Name of Branch	:	Brakpan
Branch Code	:	012042
Account Number	:	020907990

6. OBLIGATIONS OF SEDIBENG

- 6.1 To remunerate the Service Provider for its services as set out in the Specification and or purchase order issued;
- 6.2 To provide all necessary logical support to the Service Provider so as to enable it to effectively render services;
- 6.3 To use its reasonable endeavors to ensure that the Service Provider has timely and adequate access to all information and documentation available to Sedibeng, that is required by the Service Provider to render the services.
- 6.4 To cooperate with the Service Provider at all times for purposes of facilitating a timeous and efficient delivery of the services;
- 6.5 To designate an official(s) for purposes of management of this agreement. Such an official will be responsible for communicating with the Service Provider and the performance of Sedibeng's contractual obligations under this agreement.
- 6.6 To designate a representative/s who shall be responsible for the signing of the job card certifying that the Service Provider has rendered the required services in terms of this agreement.

7. OBLIGATIONS OF SERVICE PROVIDER

- 7.1 To perform the services as set out in the Specification and in accordance with good practices and in conformance with codes and standards established for such supplies in South Africa;

- 7.2 To maintain, at all times, the highest degree of good faith towards Sedibeng;
- 7.3 That all actions and commitments agreed upon or pursuant to or agreed to with Sedibeng, will be strictly adhered to;
- 7.4 To meet during each site visits with the site representative/ s of the Sedibeng who shall be required to sign the job card certifying that indeed the required services have been rendered by the Service Provider in terms of this agreement;
- 7.5 To provide Sedibeng with any information and reports reasonably requested by Sedibeng in connection with the services and with information the Service Provider warrants being accurate.

8. INDEMNITY

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

9. 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.

10. TERMINATION

The termination of this agreement may occur:

- 10.1 at the expiry of the contract term;
- 10.2 if the parties agree thereto in writing;
- 10.3 due *vis major*; or
- 10.4 by reason of an unremedied material breach and in such event either party shall be entitled, without prejudice to any of its rights, to cancel this agreement forthwith and to claim damages from the other party.

11. BREACH

- 11.1 In the event that either Party breaches any of the provisions hereof, the Parties shall negotiate between themselves with the intention of resolving the matter.
- 11.2 Should the breach persist subsequent to the negotiations mentioned above, the aggrieved Party shall have the right to cancel this agreement, subject to any rights that may have accrued.

12. AMENDMENT TO AGREEMENT

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

13. WAIVER

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this agreement shall constitute a waiver of the provisions of this agreement and a party may at any time require strict compliance with the provisions of this agreement.

14. NOTICES

Notwithstanding anything to the contrary contained in this agreement a written notice or communication actually received by one of the parties from the other including by way of facsimile transmission shall be adequate notice or communication to such party and shall be deemed to have been received by the other party on the date of which it was so transmitted.

15. RELATIONSHIP BETWEEN THE PARTIES

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

16. VARIATION

No addition to or any variation, consensual cancellation or novation of this agreement shall be of any force or effect, unless reduced to writing and signed by both parties and/or their duly authorized representatives.

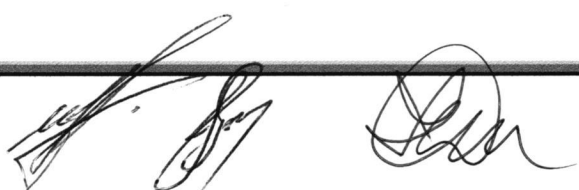
17. ENTIRE AGREEMENT AND APPLICABLE LAW

This agreement constitutes the sole and entire agreement between the parties and supersedes all previous negotiations, arrangements or agreements in respect of the subject matter of this agreement.

This agreement shall be interpreted in accordance with the laws of the Republic South Africa.

18. DOMICILIUM CITANDI ET EXECUTANDI

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


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18.1 The Council : Civic Centre
Cnr Leslie & Beaconsfield Street
Vereeniging
1930

18.2 The Service Provider : Unit 10 Machine Park
Francis Road
Anderbolt
Boksburg
1459

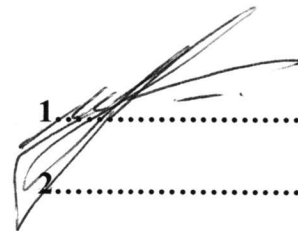
THUS DATED AND SIGNED AT VEREENIGING ON THIS THE ^{26th}.....DAY OF SEPTEMBER 2016.


THOMAS LINDELO MKAZA

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

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE ^{28th}.....DAY OF SEPTEMBER 2016.


JOSEPH GOOSEN

1.....
2.....

"A"

E-MAIL



AIR AND ELECTRICAL SERVICE cc
CK 2000/071660/23 / VATNO 4360190955

PROSPUR BUSINESS PARK, UNIT A3
HUGHES, BOKSBURG, 1459

☒ 26416
EAST RAND, 1462
TEL: (011) 823-5156
FAX: (011) 823-4856
CELL NO: 082 775 8698

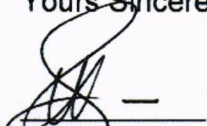
To: David Maranda

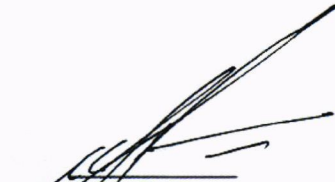
Re: Tender 8/2/2/4-2014 (re-advert)


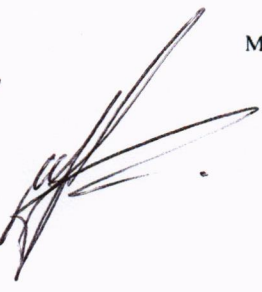
12th September 2016

We as the board of members hereby nominate Mr Joseph Goosen to sign appropriate documents for and on behalf of the company AEIM Air and Electrical Services cc

Yours Sincerely


W.A. Goosen
MEMBER


W.J. Goosen
MEMBER

MEMBER: J. GOOSEN / W.A. GOOSEN