



**SERVICE LEVEL AGREEMENT**  
**(ENVIRONMENTAL ASSESMENT SERVICES)**  
Bid 12/2017

R N.V. [Signature] [Signature]

1. PARTIES

The parties to this agreement are:

1.1 PIXLEY KA SEME DISTRICT MUNICIPALITY, a District Municipality established in terms of the Municipal Structures Act 117 Of 1998, with its main place of business at Culvert Road, De Aar, 7000, herein represented and duly authorised thereto by R.E Pieterse , in his capacity as Municipal Manager.

(" the Customer")

and

1.2 ECO CON ENVIRONMENTAL, a Private Company , with Registration Number 2017/232414/07, established in terms of the laws of Republic of South Africa with its main place of business at 9 Gascony Crescent, Helicon Heights Free State, Mangaung Bloemfontein , 9300, herein represented and duly authorized thereto by,Johan Botes, in his capacity as Managing Director of the Private Company.

(" the Bidder")

Herein after referred to as the parties.

**IN TERMS OF BID Q 12/2017 FOR PROFESSIONAL ENVIROMENTAL ASSESSMENT SERVICES**

**WHEREAS** the Customer called for quotations to render Professional Environmental Assessment to Pixley Ka Seme District Municipality in Petrusville;

**AND WHEREAS** the Bidder quoted for the Provision of Professional Environmental Assessment services in Petrusville;

**AND WHEREAS** the Customer accepted the Bidders bid (Bid Q12/2017).

R N.V. [Signature] [Signature] [Signature]

NOW THEREFORE THE PARTIES RECORDS THEIR AGREEMENT AS FOLLOWS:

## 2. THE CONTRACT

The Bidder undertakes to provide professional Environmental Assessment Services in Petrusville as specified herein;

- 2.1 Heritage impact assessment
- 2.2 Ecological and wetland delineation study
- 2.3 Soil suitability study (profile pit to be dug on a 200 meter grid to 2 meters or rock before hand by client )

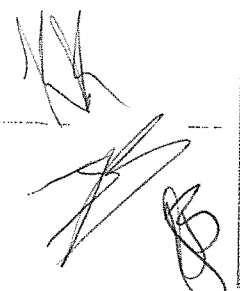
## 3. THE PRICE

3.1 The total cost is R 132, 428.89 (One hundred and thirty two thousand, four hundred and twenty eight rand and eighty nine cents) which is arrived at as follows

- 3.1.1 Professional fees (excluding VAT) R 40 600.00
- 3.1.2 Direct cost (excluding VAT) R 17 514.00
- 3.1.3 Specialist studies (excluding VAT ) R 58 051.70
- 3.1.4 Total cost (excluding VAT (R 116 165.70
- 3.1.5 14% VAT R 16 263.20
- 3.1.6 Payment will occur as follows:
  - 50% of the total amount (incl. VAT) payable within 30 days of invoice submission once the Draft Basic Assessment report is submitted for Public Participation.
  - 40% of the total amount (incl. VAT) payable within 30 days of invoice submission once the Finale Basic Assessment is submitted to the Department for decision making
  - 10% of the total amount (incl. VAT) payable within 30 days of invoice submission once the Departmental Decision has been provided.

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N.V



#### 4. GENERAL TERMS AND CONDITIONS OF CONTRACT

- 4.1 The parties agree that the General Terms and Conditions of Contract for Government Procurement as laid down by National Treasury (2010) will form part of this agreement.
- 4.2 In the event that one or more clauses in this agreement are inconsistent with the General Conditions of Contract for Government Procurement (2010), the General Conditions of Contract for Government Procurement (2010) will prevail.

#### 5 EFFECTIVE DATE

- 5.1 Regardless of the date of signature this contract will be effective and enforceable on all the parties as from the 22 January 2018.

#### 6. DOMICILLIUM CITANDI ET EXECUTANDI

- 6.1 The parties choose *Domicillium citandi et executandi* for the purpose of giving any notices, the services of any process and for any other purpose arising from this agreement as follows:

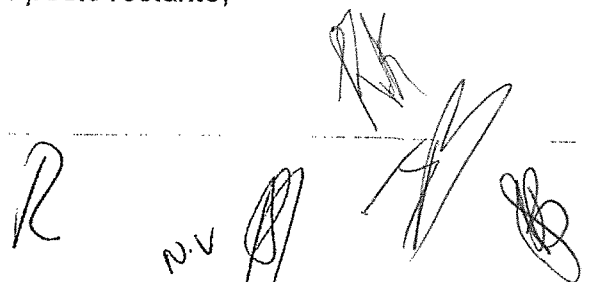
**Customer at:**

Physical address: Culvert Road (Industrial Area)  
De Aar,  
7000.

**Bidder at:**

Physical address: 9 Gascony Crescent, Helicon Heights  
Free State  
Mangaung  
Bloemfontein  
9800

- 8.2 Either party to this agreement may from time to time, by written notice to the other change his service address to any other address in South-Africa which address shall not be a post office box or *poste restante*,

R N.V. 

- 8.3 A notice or document that is sent by registered mail shall be deemed, until the contrary is proved, to have been received 7 (seven) days after the date it was sent,
- 8.4 A notice or document that is delivered by hand or electronically shall be deemed as delivered on the date of delivery thereof

## 9. TERMINATION

- 9.1 Any party to this agreement may terminate this agreement, with 14 days written notice to the other party.

## 10. INTERPRETATION




- 10.1 The headings to clauses are inserted only for easy reference by the parties and shall not be considered for the interpretation of the stipulations of this agreement.
- 10.2 All words and terminology used in this Agreement shall have their ordinary meaning, unless specifically indicated otherwise.

## 11. WHOLE AGREEMENT

- 11.1 There are no other stipulations, conditions, guarantees commitment or presentations of any nature between the parties and binding the parties, apart from those captured in this Agreement.

## 12. WAIVER

- 12.1 No concession that the one party may grant to the other in respect of the parties' responsibilities to each other in terms of this Agreement shall jeopardize or constitute a waiver of rights of such party's rights in terms of this Agreement, or otherwise.

R N.V.   

**13. BREACH**

- 13.1 In the event of either party being in breach of any of the terms of this agreement and failing to remedy such breach within a period of 10 days after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or in law to:
- 13.2 Claim specific performance of the terms of this agreement as well as such damages which it may have suffered;
- 13.3 Cancel this agreement and claim and recover damages;
- 13.4 Keep this agreement in force and recover such damages as it may have suffered as a result of the breach.

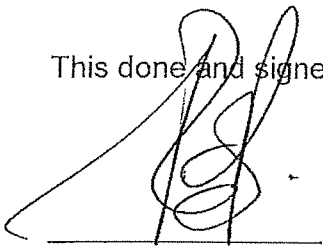
**14. GOVERNING LAW**

- 14.1 This agreement shall be governed by the laws of the Republic of South Africa.

**15. ACCEPTANCE**

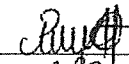
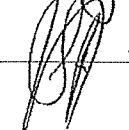
- 15.1 The parties agree that Bid Q 12/2017 constitutes an offer.
- 15.2 The parties agree that this Agreement constitutes the acceptance of the offer.

This done and signed at DE AAR on this 21 day of February, 2018.



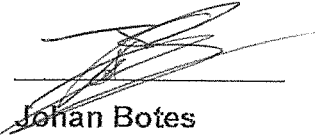
**R.E PIETERSE**  
Municipal Manager  
Pixley Ka Seme DM  
("The Customer")

**WITNESSES:**

- 1.  \_\_\_\_\_
- 2.  \_\_\_\_\_

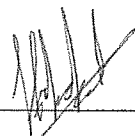


This done and signed at MANGAUNG on this 23 day of February 2018.



Johan Botes  
Managing Director  
Eco Con Environmental  
("The Bidder")

WITNESSES:

1. 
2. 