



SERVICE LEVEL AGREEMENT
(Supply and Delivery of Office Furniture and Equipment)
Quote 02/2019

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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 EXECT STATIONERS(Pty)Ltd t/a @ OFFICE WORLD, a Private Company, with limited liability, with Registration Number: 2017/328674/07, duly incorporated in terms of the laws of Republic of South Africa, with its Registered Head Office at 34 Central Avenue, Flamwood, Klerksdorp, 2570, herein represented and duly authorized thereto by, Roelf J Pitzer, in his capacity as manager.
(" the Bidder")

Herein after referred to as the parties.

IN TERMS OF BID Q 02/2019 SUPPLY AND DELIVERY OF OFFICE FURNITURE AND EQUIPMENT

WHEREAS the Customer called for quotations for the supply and delivery of office furniture and equipment to Pixley Ka Seme District Municipality;

AND WHEREAS the Bidder quoted for the supply and delivery of the office furniture and equipment;

AND WHEREAS the Customer accepted the Bidders bid (Bid Q02/2019).



NOW THEREFORE THE PARTIES RECORDS THEIR AGREEMENT AS FOLLOWS:

2. THE CONTRACT

- 2.1 The Bidder undertakes to supply and deliver the office furniture and equipment Annexure "A" of this agreement.
- 2.2 The Customer undertakes to pay the Bidder the consideration mentioned in clause 4 of this agreement.
- 2.3 This contract will consist out of the following documents:
 - 2.3.1 This Agreement;
 - 2.3.2 Bid Q 02/2019;
 - 2.3.3 General Terms and Conditions of Contract as proved for by National Treasury (2010).
 - 2.3.4 Annexure "A"

1. MATERIAL SPECIFICATIONS

- 1.1 The Bidder will supply and deliver the office furniture and equipment, as specified, in the form and substance mentioned in Annexure "A".

2. THE PRICE

- 2.1 The purchase price is R 130 364.07 (One Hundred and Thirty Thousand Three Hundred and Sixty-Four Rand), VAT inclusive.
- 2.2 The Customer must pay the price.
- 2.3 Payment will be affected thirty (30) days after delivery of the office furniture and equipment and receiving of the original invoice.
- 4.4 Payment will be affected by way of an Electronic Funds Transfer in the bank account designated, in writing, by the Bidder.

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5. GENERAL TERMS AND CONDITIONS OF CONTRACT

- 5.1 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.
- 5.2 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.

6. DELIVERY

- 6.1 The Bidder undertakes to, within 7 days of the signing of this agreement advise the Customer as to the date of delivery, which date may not be more than 5 weeks after the signing of this agreement.
- 6.2 Delivery will be affected at the Customers main place of business at Pixley Ka Seme DM, Culvert Road, De Aar, 7000.
- 6.3 The Bidder will at its own risk and cost be responsible for the delivery of the Office furniture and equipment specified in Annexure "A" hereof.
- 6.4 The Customer will not accept delivery of office furniture and equipment mentioned in Annexure "A" if the office furniture and equipment does not conform to the specifications in Annexure "A" hereof.
- 6.5 The Customer will not accept delivery of the office furniture and equipment mentioned in Annexure "A" hereof if any of the office furniture and equipment are damaged.

7. RISK AND BENEFIT

- 7.1 The risk and benefit in the property will pass to the Customer on the date of receipt of the office furniture and equipment.

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8. DOMICILLIUM CITANDI ET EXECUTANDI

- 8.1 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 set out in clause 1 of this agreement.
- 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*,
- 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.

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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.

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

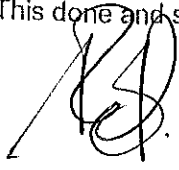
- 14.1 This agreement shall be governed by the laws of the Republic of South Africa.

15. ACCEPTANCE

- 15.1 The parties agree that Bid Q 02/2019 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 _____ day of _____ 2019.



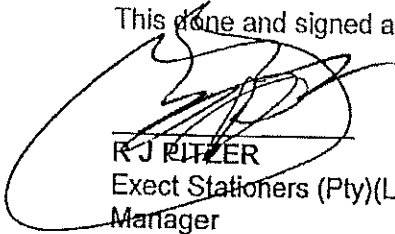
R.E PIETERSE
Municipal Manager
Pixley Ka Seme DM
("The Customer")

WITNESSES:

1. _____


2. _____

This done and signed at Klerksdorp on this 25TH day of MARCH 2019.



R.J RITZER
Execut Stationers (Pty)(Ltd)
Manager
("The Bidder")

WITNESSES:

1. 
2. 