



SERVICE LEVEL AGREEMENT
(Supply and Delivery of Stormwater concrete pipes for EPWP project at
Schmidtsdrift, Siyancuma Local Municipality)

Q1/2019

KFC
Engineering & Industrial Supplies
TEL: +27 (0) 31 579 1022
FAX: +27 (0) 31 579 1046
E-MAIL: info@kfcengineering.co.za
26 Ebonyfield Avenue,
Springfield Park, Durban, 4001

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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 KFC PIPES AND FITTINGS (Pty)Ltd, a Private Company, with limited liability, with Registration Number: 2016/246709/07, duly incorporated in terms of the laws of Republic of South Africa, with its Registered Head Office at 26 Ebonyfield Avenue, Springfield Park, Durban, 4034, herein represented and duly authorized thereto by, **Thavashen Naidoo**, in his capacity as Director.

(" the Bidder")

Herein after referred to as the parties.

IN TERMS OF BID Q 01/2019 SUPPLY AND DELIVERY OF STORMWATER CONCRETE PIPES FOR THE EPWP PROJECT AT SCHMIDTSDRIFT, SIYANCUMA MUNICIPALITY:

WHEREAS the Customer called for Quotations for the Supply and Delivery of Stormwater Concrete Pipes for the EPWP project at Schmidtsdrift, Siyancuma Municipality;

WHEREAS the bidder tendered for the Supply and Delivery of Stormwater Concrete Pipes for the EPWP project at Schmidtsdrift, Siyancuma Municipality;
Materials;

<p>KFC Engineering & Industrial Supplies TEL: +27 (0) 31 579 1022 FAX: +27 (0) 31 579 1046 E-MAIL: info@kfcengineering.co.za 26 Ebonyfield Avenue, Springfield Park, Durban, 4001</p>
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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.

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.

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15. ACCEPTANCE

15.1 The parties agree that Bid Q 01?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:


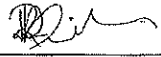
1. _____
2. _____

This done and signed at Durban on this 14 day of MARCH 2019.



Thavashen Naidoo
KFC Pipes and Fittings (Pty) Ltd
Director
("The Bidder")

WITNESSES:

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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 follows:

Customer at:

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

Bidder at:

Physical address: 26 Ebonyfield Avenue,
Springfield Park,
Durban,
4034

- 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.

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AND WHEREAS the Customer accepted the Bidders bid (Bid Q1/2019);

NOW THEREFORE THE PARTIES RECORDS THEIR AGREEMENT AS FOLLOWS:

2. THE CONTRACT

- 2.1 The Bidder undertakes to Supply and Deliver the Stormwater Concrete pipes for the EPWP project at Schmidtsdrift, Siyancuma Municipality as specified in Q1/2019, 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 01/2019;
 - 2.3.3 General Terms and Conditions of Contract as proved for by National Treasury (2010).
 - 2.3.4 Annexure "A"

3. MATERIAL SPECIFICATIONS

- 3.1 The Bidder will supply and deliver the materials as specified in the in the form and substance as mentioned in Annexure "A".

4. THE PRICE

- 4.1 The purchase price is R 98 670.00 (Ninety-Eight Thousand Six Hundred and Seventy Rand), VAT inclusive.
- 4.2 The Customer must pay the price.
- 4.3 Payment will be effected thirty (30) days after delivery of the materials and receiving the original invoice.
- 4.4 Payment will be effected 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 21 days after the signing of this agreement.
- 6.2 Delivery will be affected at Schmidtsdrift, EPWP Project, about 75km, West of Kimberley;
- 6.3 The Bidder will at its own risk and cost be responsible for the supply and delivery of the materials specified in Annexure "A" hereof.
- 6.4 The Customer will not accept delivery of the materials mentioned in Annexure "A" if the material does not conform to the specifications in Annexure "A" hereof.
- 6.5 The Customer will not accept delivery of the material mentioned in Annexure "A" hereof if any of the materials 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 concrete stormwater pipes.


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SCHEDULE OF QUANTITIES

Please quote on the following items:

Item no.	Description	Unit	Quantity	Rate	Amount
1	Concrete Storm water pipes 50D, 600mm diameter x 2,44m	Number	52	R1650-00	R85 800-00
	Sub Total				R 85 800-00
	VAT 15%				R12 870-00
	Total				R 98 670-00

SIGNATURE		NAME (PRINT)	ANESIA RAHMAN
CAPACITY	S.N.E.C. REP	DATE	28-01-19
NAME OF FIRM	KFC ENGINEERING & INDUSTRIAL SUPPLIES		

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6. I confirm that I am duly authorised to sign this contract.

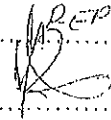
NAME (PRINT)

AISHA RAHIMAN

CAPACITY

SALES REP

SIGNATURE

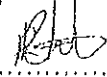
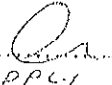


NAME OF FIRM

KFC ENGINEERING & INDUSTRIAL SUPPLY

DATE

28/01/2019

WITNESSES	
1.	
2.	

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CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) PILES LA SEME DISK..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number 01/2019..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) AYESHA RAHMAN
 CAPACITY SALES REP
 SIGNATURE R
 NAME OF FIRM KFC ENGINEERING & INDUSTRIAL SUPPLIES
 DATE 14-03-2019

WITNESSES	
1	<u>R</u>
2	<u>R</u>
DATE: <u>14-03-19</u>	

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CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT de Aar. ON

NAME (PRINT) Pieterse, P.E.

SIGNATURE [Signature]

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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 Springfield Park, Durban, 4601

[Signature]
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