



STANDARD TERMS AND CONDITIONS

FOR THE APPOINTMENT OF

REGISTRATION NUMBER:.....

(Hereinafter referred to as "SERVICE PROVIDER")

HDA STANDARD SERVICE LEVEL AGREEMENT (SLA)

STANDARD TERMS AND CONDITIONS

INTRODUCTION

The HDA has appointed to provide of security physical guarding services in Dihlabeng Local Municipality for a period of twelve (12) months.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this clause, bear the meanings ascribed to them:

- 1.1 **"Agreement"** shall mean this Agreement together with all other documents specifically referred to herein, including the annexures;
- 1.2 **"Effective Date"** shall mean the date when the last Party to sign has signed the agreement;
- 1.3 **"HDA"** shall mean the **Housing Development Agency**, a juristic entity created in terms of the Housing Development Agency Act No 23 of 2008;
- 1.4 **"Service Provider"** shall mean..... a company duly incorporated and registered in terms of the Companies Act 71 of 2008, as amended with registration number
- 1.5 **"Parties"** shall mean the HDA, and the Service Provider and the term **"Party"** shall have a corresponding meaning as and where applicable.
- 1.6 **"Services"** shall mean to provide of security physical surveillance services in Dihlabeng Local Municipality for a period of twelve (12) months, listed in Annexure "A".

2 THE APPOINTMENT

- 2.1 The HDA hereby appoints the Service Provider to render the Services more fully described in Annexure "A".

2.2 The Service Provider is appointed as an Independent Service Provider and not as an agent, employer, employee or partner of the HDA. The Service Provider has no authority to hold itself out to be the agent, employer, employee, or partner of the HDA and/or to commit the HDA to any contract or obligation of any nature whatsoever.

2.3 Save as provided for herein, neither party shall be entitled to bind the other party to any obligation of any nature whatsoever or to incur any liability on behalf of the other party, whether in contract or otherwise.

3 DURATION

The provision of the Services shall commence on the Effective Date and shall terminate on.....

4 THE RESPONSIBILITIES OF THE HDA

4.1 The HDA shall appoint a representative who shall be the liaison between the HDA and the Service Provider. Should the identity of the liaison change for any reason whatsoever, the HDA will advise the Service Provider in writing of such proposed change.

4.2 The HDA representative:

4.2.1 will be authorised to provide timeous, accurate instructions and directives to the Service Provider; and

4.2.2 will cooperate and assist the Service Provider, wherever feasible, in the performance of its obligations in terms of this Agreement.

5 THE RESPONSIBILITIES OF THE SERVICE PROVIDER

5.1 The Service Provider shall: -

5.1.1 provide and execute everything necessary for the Services in accordance with industry standards and norms and relevant regulations;

- 5.1.2 execute the Services accurately and timeously;
- 5.1.3 exercise professional skill, care and diligence in the performance of the Services;
- 5.1.4 attend meetings as and when required by the HDA, the cost and expenses of which shall form part of the agreed fee;
- 5.1.5 designate an official or individual to be its authorised representative to liaise with the HDA's representative;
- 5.1.6 ensure that response times or submission times in respect of the Services are adhered to in compliance with the HDA's requirements; and
- 5.1.7 perform the Services under the supervision of the HDA's representative and abide by the HDA's code of conduct and other organisational guidelines.

6 THE SERVICE PROVIDERS BBBEE OBLIGATIONS

- 6.1 The Service Provider warrants that it, and each of its sub-contractors and/or suppliers, holds a Broad Base Black Economic Empowerment ("**BBBEE**") certificate evidencing the BBBEE score set out in the relevant request for proposals ("**BBBEE rating**").
- 6.2 Notwithstanding the provisions of clause 6.1, the Service Provider undertakes to –
 - 6.2.1 where applicable, provide the HDA, for the duration of this agreement, with a copy of its BBBEE certificate within 5 (five) days of the effective date, or such other date as the HDA may stipulate; and
 - 6.2.2 inform the HDA of any change in its BBBEE rating within 7 (seven) days of becoming aware of such change.
 - 6.2.3 should the Service Provider fail to provide the HDA with a current BBBEE certificate within 14 (fourteen) days of being required to do so; or fail to remedy any change to its BBBEE rating, which results in the Service

Provider not meeting the required BBBEE rating, the HDA will be entitled, in its sole discretion, to elect to terminate this Agreement with immediate effect or to effect reasonable amendments, as agreed to by the Parties, to the terms and conditions of the applicable Services to address such failure.

7 FEES FOR THE SERVICES AND PAYMENT TERMS

- 7.1 The total value of the contract shall be R.....
- 7.2 For the avoidance of doubt, the fees shall include all disbursements reasonably incurred by the Service Provider in performing the Services as set out in this Agreement.
- 7.3 The fees are fully set out in Annexure "B" and shall be due and payable upon achievement of the milestones set therein.
- 7.4 Payment will be affected by the HDA within 30 (thirty) days of presentation of a valid tax invoice to the addresses mentioned in Annexure "C".

8 ADDITIONAL SERVICES

Should the HDA request the Service Provider to render additional services which fall outside the scope of the Services as detailed in Annexure "A". Such additional services and the remuneration in respect thereof shall be negotiated and agreed to in writing between the Parties, and which terms shall form an annexure to this Agreement. The provision of such additional services shall unless stated otherwise be subject to the same terms and conditions contained in this Agreement.

9 CHANGE OF SERVICES

- 9.1 Should the HDA wish to revise, amend, alter or otherwise change the nature or scope of any Services, the HDA shall issue a change request addressed to the Service Provider for its consideration.
- 9.2 The Service Provider will, within 7 (seven) days of receiving a change request-

- 9.2.1 investigate the likely impact of any proposed change on the rendering of the Services; and
- 9.2.2 provide the HDA with a change note reflecting the details regarding any increase or decrease in the fee, changes in methodology, procedures, goods/services, assignment of personnel, timeframes and any other amendments that would be required to effect the change request.
- 9.3 The HDA will consider the change note referred to in clause 9.2.2 above and decide, in its sole and absolute discretion, whether it will approve or reject the change note. If a change note is accepted by the HDA, it must be signed by duly authorised representatives of the Parties and incorporated into this Agreement, as an amendment.

10 PERFORMANCE REVIEW

- 10.1 The HDA may, on the completion of each milestone set out in Annexure "B", carry out a performance review in respect of the Services rendered by the Service Provider.
- 10.2 The HDA will inform the Service Provider in writing should it not be satisfied with the outcome of any performance review. Such notification shall serve as a notice to the Service Provider to remedy any shortfall in performance within 14 (fourteen) days of receiving such notice. Should the Service Provider fail to remedy the shortfall in performance, the HDA will be entitled to invoke the provisions of clause 12.

11 IMPOSSIBILITY

If either Party is unable to carry out any obligations undertaken by it under this Agreement because of any strike, lockout, war, rebellion, civil riot, trade dispute, fire, accident or any other circumstances beyond the control of such Party, such obligation shall be suspended temporarily pending the settlement or cessation of the occurrence giving rise to such suspension, provided always that in all such events the Party so unable to carry out the obligations undertaken by it under this Agreement shall use every reasonable endeavour to carry out and perform same. No claim for damage or loss arising from any such suspension shall be preferred against the Party unable to carry out any obligations undertaken by it under this Agreement, by the other Party to this Agreement.

12 BREACH

12.1 If either Party ("the defaulting party") fails to comply with any of the material terms of this Agreement, the aggrieved Party shall be entitled to give the defaulting party 14 (fourteen) days written notice to remedy the breach. Should the defaulting party fail to comply, the aggrieved party shall: -

12.1.1 claim specific performance, without prejudice to its rights to claim damages; or

12.1.2 terminate the Agreement with immediate effect on written notice, without prejudice to its right to claim damages and/or

12.1.3 pursue any other remedy available to it in law.

13 INDEMNITY

The Service Provider hereby indemnifies the HDA and holds the HDA harmless against any loss or damages incurred by the Service Provider for any claim howsoever arising; for any act, omission to act, negligence and/or gross negligence of the Service Provider in the execution of its obligation in terms of this Agreement.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 The Parties agree that the Service Provider will, from time to time, develop strategies, methods and/or systems for the HDA which may be considered intellectual property. In this instance, such intellectual property shall be and remain the sole property of the HDA, and the Service Provider shall not at any time in any way question or dispute the ownership of the HDA in and to the intellectual property and undertakes not to infringe or prejudice any rights of the HDA in and to the intellectual property.

14.2 14.2 The HDA shall become the owner of all enhancements and amendments to any of the HDA's systems developed or designed by the HDA and/or the Service Provider as a result of the execution of this Agreement or any Services, as well as any manuals, data, information, documents, programmes, reports and analysis collected,

compiled, undertaken, developed or designed by the Service Provider in or as a result of the execution of this Agreement or any Services.

15 WARRANTY

15.1 The Service Provider warrants that it-

15.1.1 has the necessary qualifications, skills and expertise to provide the Services to the HDA in terms of this Agreement;

15.1.2 will comply with all relevant legislation, including without limiting the generality of the foregoing, all employment, health and safety or environmental, housing and procurement legislation of the Republic of South Africa.

16 CORPORATE GOVERNANCE

The Service Provider shall disclose in writing to the HDA, any interest or involvement in a Project with the HDA other than that identified in the Scope of Services mentioned in Annexure "A".

17 TERMINATION AND SUSPENSION

The HDA may in its absolute discretion terminate or suspend all or part of this Agreement for any reason whatsoever on 30 (thirty) days written notice to the Service Provider which shall upon receipt of such notice, immediately suspend all work.

18 DISPUTE RESOLUTION

18.1 Any disputes arising from or in connection with this Agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator or arbitrators appointed by AFSA. There shall be no right of appeal as provided for in article 22 of the aforesaid rules.

18.2 Notwithstanding the above, the Parties agree that in the event of a breach of the terms of this Agreement, the aggrieved Party will be entitled to seek and obtain urgent interdictory relief in respect of such breach. To this end, the Parties agree to the jurisdiction of the High Court of South Africa, Johannesburg Local Division.

19 NOTICES AND DOMICILIA

19.1 The Parties select as their respective domicilium citandi et executandi, the following physical addresses for communicating any notice provided for or required in terms of this Agreement, the said physical addresses as well as the following email addresses: -

THE HDA:

Physical: Block A, River Office Park
6-10 Riviera Road
Killarney
Johannesburg
2193

Email address: legal@thehda.co.za
Telefax: 011 544 1006

THE SERVICE PROVIDER:

Physical:
.....
.....
.....

Email address:

19.2 Any Party may change its domicilium to any other physical address or email address by written notice to the other Party to that effect. Such change will be effective 5 (five) business days after receipt of the notice of the change.

19.3 All notices to be given in terms of this Agreement will be given in writing and will be delivered by hand or sent by email.

19.4 If delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on the day which is not a business day will be presumed to have been received on the following business day.

19.5 If sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day that is not a business day will be presumed to have been received on the following business day.

19.6 Notwithstanding the above, any notice given in writing and received by the Party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

20 GENERAL

20.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties about the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

20.2 NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

20.3 WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

20.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance after any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

20.5 APPROVALS AND CONSENTS

Any approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

20.6 NON-ASSIGNMENT

The Service Provider may not cede or assign its rights or obligations in terms of this Agreement to any third party without the prior written consent of the HDA.

21 GOVERNING LAW

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of the Republic of South Africa.

22 CONFIDENTIALITY

22.1 The Service Provider hereby acknowledges and agrees that the Confidential Information disclosed in terms of this Agreement is the proprietary information of the HDA.

22.2 The Service Provider hereby acknowledges and agrees that the Confidential Information disclosed by the HDA, whether orally or in writing, to The Service Provider during this Agreement, in strict confidence, and shall not disclose any of the Confidential Information to any other person, firm or corporation except as expressly provided for in this Agreement, unless with the express prior written consent of the HDA in each instance. This would not apply to information which:

22.2.1 has been published or is otherwise available to the public through no fault on the part of The Service Provider; or

22.2.2 corresponds to information received at any time by The Service Provider from a third party without breach of any obligation of confidentiality to the HDA and/or third party; or

22.2.3 is demonstrated by The Service Provider to the HDA using other tangible evidence to have been known to The Service Provider at the time of the receipt thereof from the HDA.

22.3 The Service Provider shall limit the internal dissemination of the Confidential Information only to those employees of The Service Provider whose access to such Confidential Information is necessary to give effect to the intent of the Agreement. The Service Provider shall further take and cause its employees who may have access to such Confidential Information to take all appropriate to protect the secret and proprietary nature of such Confidential Information and to prevent unauthorised use and disclosure thereof.

22.4 Without intending to limit the remedies available to the HDA, should the Service Provider breach its confidentiality obligation as provided for in this Agreement, the HDA shall be entitled to obtain a restraining order, preventing The Service Provider from engaging in such conduct or such other relief as may be necessary to enforce its obligations hereunder. The HDA shall be entitled to recover all costs and/or expenses incurred from The Service Provider in any such action.

22.5 This clause shall survive the termination of this Agreement.

[signature page to follow]

SIGNED at on2021

LUCIEN RAKGOALE: HEAD: LAND ASSEMBLY ON
BEHALF OF THE HDA WHO WARRANTS THAT SHE
IS DULY AUTHORISED HERETO

AS WITNESSES

1..... on2021

2..... on2021

SIGNED at on 2021

Full Name:
: DIRECTOR: ON BEHALF OF THE SERVICE
PROVIDER WHO WARRANTS THAT SHE IS
DULY AUTHORISED HERETO

AS WITNESSES

1..... on2021

2..... on 2021

ANNEXURE A: SCOPE OF WORK

- Provision of competent and well-trained **Grade-C** security officer and relief security officer, including supervisors thereof, who are South African citizens, qualified and competent for the service, on 24 hours/7 (seven) day a week shift including Sundays and Holidays.
- Physical security guarding services of the property including managing any unauthorised occupation, vandalism, access, and usage of the property.
- Preventing, reporting, and managing any service defaults, damages, non-conformance in the properties.
- The provision of all service providers' equipment such as vehicles, qualified, competent, and well-trained officers, and supervision thereof, required for this service.
- Preparation, submission and presenting detailed monthly and adhoc incidents or site reports to HDA or as directed by the HDA. This will involve attending a monthly or adhoc performance meeting with the HDA and other stakeholders.
- Preparation and submission of detailed invoices with statements for verification and approval by the HDA. All invoices will be paid subject to the receipt of the detailed monthly report by the HDA.
- The compliance with all laws, by-laws, rules, and regulations applicable to the services to be executed by the services provider.
- Ensuring response times/submission times in respect of services and/or invoices will always be in accordance with the requirements of the HDA.
- Maintain a register for incidents, near misses risks and other incidents that may be of nuisance to the HDA.

ANNEXURE B- PRICE SCHEDULE

Service Item Quantities – Physical security surveillance services (Sub 20 of Erf 4049 Bethlehem, Dihlabeng local Municipality, Free State Province)

Note:

- The rates shall include full compensation for providing all labour, material, equipment, overheads, relief, and supervision required to carry out the services.
- The price quotation shall be valid for the duration of the service and to be Rands (including VAT if charged) and to be structured per month per item and total cost per contract term of service per item of the bidding company.
- **In addition to below, the bidders are required to also provide the detailed price breakdown quotations in their company’s letterheads**

Item	Description of work	Unit	Qty	Rate/month	Total/annum
1.	Grade-C security guard (Day Shift)	Each	1		
2.	Grade-C security guard (Night Shift)	Each	1		
	Total cost (exclusive VAT)				
	Vat				
	Total cost (inclusive VAT)				

ANNEXURE C

To facilitate the smooth flow of invoices including payments, all invoices reflecting the relevant HDA order number to be addressed to:

The Financial Manager
P.O. Box 3209
Houghton
2041

Or hand-delivered for the attention of the Financial Manager at
Block A, Riviera Office Park
6-10 Riviera Road
Killarney
Johannesburg

Or email to: invoice@thehda.co.za

ANNEXURE D: DECLARATION OF SECRECY:

I

(Full name)

Solemnly declare that

1.

I have taken note of the provisions of the Protection of Information Act,1982 (84 of 1982) and in particular of the provisions of section 4 of the Act:

2.

I understand that I shall be guilty of an offence if I reveal any information which I have at my disposal by my office and concerning which I know or should reasonably know that the security or other interests of the Republic require that it be kept secret from any person other than a person

- to whom I may lawfully reveal it; or
- to whom I must reveal it in the interests of the Republic; or
- to whom I am authorised by the HDA or by an officer authorised by him to reveal it;

3.

I understand that the said provisions and instructions shall apply not only during my duration of the project but also after the termination of my services with the HDA and

4.

I am fully aware of the serious consequences that may follow any breach or contravention of the said provisions and instructions.

Signature:

Witnesses: 1.....

Place: 2.....

Date: