



**MEMORANDUM OF AGREEMENT**

Entered into between

**THE LESEDI LOCAL MUNICIPALITY**  
(hereinafter referred as "THE COUNCIL")

Herein represented by Paul Mpele in his capacity as Municipal Manager duly authorized by a resolution taken on 13 October 2017

And

**VUKUYIBAMBE TRADING ENTERPRISE (Pty) Ltd.**  
(Registration number: 2013/024385/07) (hereinafter  
Referred to as "THE CONTRACTOR")

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VIA S.P.S.

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## SCOPE OF WORK

This contract provides for the cleaning of the following municipal amenities (community halls and including the components within the hall buildings and close surroundings i.e. toilets, passages; veranda; stoop):

- Town hall, Council Chamber and Mayors parlour.
- Shalimar Ridge Hall including front area and veranda
- Ratanda Old Community Hall
- Ratanda New Hall
- Ratanda Multi-Purpose Hall
- Extension 7 Community Hall including the front/main entrance area
- Extension 23 Multi-Purpose Hall.

### Whereas:

The council is desirous to contract a suitable company, having sufficient equipment, labour to clean the abovementioned buildings as per specification once per week or when it is required.

### And whereas

The Contractor has offered his services to the Council by providing a cleaning service with suitable equipment and capable workforce for the cleaning of the municipal amenities, as required by the Council.

## 1. INTERPRETATIONS

In this agreement the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings.

- 1.1 "The Council" shall include any designated official acting on behalf of the Lesedi Local Municipality.
- 1.2 "Contractor" shall be a legal entity independent and contracted by the Council to render cleaning services for municipal amenities.
- 1.3 "Municipal Amenities" shall mean Heidelberg Town Hall; Shalimar Ridge Hall; Ratanda Old Hall; Ratanda New Hall; Ratanda Multipurpose Hall; Extension 23 Multipurpose Hall and Extension 7 Hall.
- 1.4 The **singular** shall include the **plural** and vice versa
- 1.6 Any **gender** shall include the other gender, bodies and corporation.
- 1.6 "Service" means the services rendered by Vukuyibambe Trading Enterprise (Pty) Ltd to the customer (municipality) from time to time.
- 1.7 "VAT" means value added tax as levied from time to time in terms of the VAT Act.
- 1.8 **Implementation Date** means the date on which contractor starts to render services, notwithstanding the signature date.
- 1.9 **Initial period** means a period of 36 months (Thirty six) calculated from the implementation date.

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## 2. SERVICE

The Contractor shall be responsible for the cleaning of the municipal amenities as well as providing personnel and cleaning material and equipment for the listed municipal amenities once a week or when it required in the following scope:

|   |   |
|---|---|
| Resilient floors and stone floors:<br>Rugs and carpeting<br>Balconies & Stoops<br>Dusting | Sweep and mop with the damp mop properly vacuumed and stains must be removed.<br>Sweep and mop and damp mop dust all high and low levels, window ledges, telephones and balconies.  |
| Ablution  | empty and clean waste receptacles, clean and sanitize bowls, basins and toilets.<br><br>Clean floor with damp mop with disinfectant.<br>Clean and dust the metal fittings.<br>Clean walls, doors and windows on low levels. |
| Waste Disposal  | Remove all waste to specified area.<br>Clean and disinfect refuse area.   |
| Glass and Metal Work  | Clean and polish metal fittings.  |
| Entrances   | Wash, sweep all entrances and steps.<br>Clean entrance doors.<br>Clean doormat/carpets  |
| Vertical blinds   | Dust, clean blinds with damp cloth if it is aluminium   |
| Light switch and light fittings   | Wash and dust light switches and light fittings.  |
| <b>Open/ covered parking and area</b>   |   |
| Surroundings and around the building  | pick up litter and sweep area   |
| Miscellaneous   | Polish desks and office furniture.<br>Wash vinyl covered furniture.<br>Interior walls when dirty. Cleaning of the passage and compressor area at town hall.   |

## 3. RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 Contractor shall provide all human resources required as well as equipment and cleaning material.
- 3.2 The Contractor shall comply with legislations relating to the operations to be performed in term of this agreement including labour related to employment and Occupational Health and Safety Act of 85 of 1993 and amendments thereof.

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## 1. DURATION AND TERMINATION

- 1.1 This agreement shall commence with effect from the implementation date and shall endure for the period of (3) three years unless cancelled by the service provider in accordance with the provision of Clause 12. The contract is effective from 14 November 2017 to 14 November 2020
- 1.2 Subsequent to the expiry of the initial period, the municipality reserves the right to renew the contract on month to month basis provided that either party may terminate this agreement by giving written notice to the other party of not less than (30) thirty days prior to the termination date in which event the agreement shall terminate upon the expiry of the period.

## 2. PAYMENT

- 2.1 The municipality shall pay to the contractor Vukuyibambe Trading Enterprise (Pty) Ltd, free of exchanges and without deductions or set-off the aggregate of the amount agreed upon plus VAT monthly on or before last day of each and every month in which the municipality is invoiced. The contract price is **R829 977.12 including VAT** for the period of three (3) years.

## 3. INCREASE CHARGES

- 3.1 The rate set out in tender document shall be fixed for a period of 12 (twelve months) from the implementation date. Thereafter Vukuyibambe Trading Enterprise (Pty) Ltd shall be entitled with effect from each anniversary of the implementation date to increase the rate in line with the current CPI.

## 4. SPECIFICATION AND PROCEDURES REGARDING LEGISLATIVE REQUIREMENTS

- 4.1 Once a year Vukuyibambe Trading Enterprise (Pty) Ltd will be required to submit the copy of (current) Tax Clearance Certificate;
- 4.2 copy of Operator Registration Certificate;
- 4.3 Certificate of good standing with the Workmen's Compensation Commissioner and Unemployment Funds.

## 5. SPECIFICATIONS IN RESPECT OF THE EMPLOYEES

- 5.1 The Contractor shall ensure that all employees are legally employed and contracted in terms of the employment and labour relations acts.
- 5.2 The Contractor shall ensure that it complies with Occupational Health and Safety Act and amendments thereof regarding PPE.

## 6. SERVICING

- 6.1 Vukuyibambe Trading Enterprise (Pty) Ltd undertakes to provide the services at regular intervals but it shall be at municipality's discretion as to the times at which the services are to be rendered to the municipality.

## 7. BREACH AND TERMINATION OF SERVICE

- 10.1 This agreement may be terminated summarily by "Lesedi".
- 10.2 If Vukuyibambe Trading Enterprise" commits breach of any of the material provisions of the Agreement, provided that "Lesedi" has given 7 (seven) days written notice of the breach of such material provision, and Vukuyibambe" has failed to remedy such breach with 7 (seven) period.

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- 10.3 If "Vukuyibambe Trading Enterprise" is sequestrated or liquidated (whether provisionally or finally), or is placed under curatorship or similar disability.
- 10.4 If any circumstances arise, justifying such termination at common law.
- 10.5 This agreement may be terminated summarily by "Vukuyibambe Trading Enterprise"
- 10.6 If "Lesedi" is sequestrated or liquidated (whether provisionally or finally), or if it is placed under curatorship or similar disability.
- 10.7 If any circumstances arise, justifying such termination at common law.
- 10.8 Where this agreement is terminated under the provisions of clause 10.1 and or clauses above, apart from any other circumstances, either party shall be entitled to all its rights in terms of the law, including, but limited to, specific performance and or damages.

**11. DOMICILIUM AND NOTICE**

- 11.1 For all purposes of this Agreement or with regard to any other matter arising here out or in connection herewith, the Parties hereby choose the following addresses as their respective domicilium citandi et executandi:

**11.1.2 LESEDI LOCAL MUNICIPALITY**

1 H.F. Verwoerd Street  
 C/o Verwoerd – and Du Preez Streets  
**HEIDELBERG**  
 GAUTENG  
 1441  
 Fax Number: 086 664 1620  
 Email: [mm@lesedilm.co.za](mailto:mm@lesedilm.co.za)

**11.1.3 VUKUYIBANBE TRADING ENTERPRISE (Pty) Ltd**

2012 Heidelberg Road  
Ratanda, location.

Heidelberg, 1441

Tel No: 073 393 6094

Fax No: NA

Email: vukuyibambetrading@gmail.com

- 11.2 Either party shall be entitled by notice in writing to the other party to change its domicilium as set out above.
- 11.3 Any notice which may be required to be given to a party to this Agreement shall be sent to such party's address as set out above or duly altered from time to time and shall:

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- 11.3.1 Be delivered by hand, in which event it shall be deemed to have been received on the date of delivery; or
- 11.3.2 Be delivered by registered mail, in which event it shall be deemed to have been received 7 (seven) days after the date of posting; or
- 11.3.3 If delivered by fax/email, be the date upon which the fax/email has been sent as evidenced by the faxed transmission slip/report or log on "Lesedi's" email system.

## 12. JURISDICTION

In the event of any dispute or difference between the parties concerning, or arising out of, this agreement, the parties shall meet in order to attempt to settle such dispute or difference.

Failing a settlement within 5 (five) of the first meeting, the parties agrees that notwithstanding the amount which may be at any time be owing to Vukuyimbambe Trading Enterprise, the municipality consents to the jurisdiction of the Magistrate' Court.

## 13. GENERAL

- 13.1 This Agreement constitutes the entire agreement between the Parties and no representations, warranties or guarantees by either of the Parties or their agents, whether made prior or subsequent to the signing of this Agreement, shall be binding on either of the Parties unless in writing and signed by both Parties hereto.
- 13.2 No variation, alteration or consensual cancellation of this Agreement or any of the terms thereof, shall be of any force or effect, unless in writing and signed by the Parties hereto, save for such terms and conditions as arise out of this Agreement.
- 13.3 No waiver or abandonment by either party of any of his rights in terms of this Agreement shall be binding on that party, unless such waiver or abandonment is in writing and signed by the waiving party.
- 13.4 No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show, grant or allow to another ("the grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against any grantee which may have arisen in the past or which might arise in future.
- 13.5 Neither party may cede or assign any rights and obligations in terms of this Agreement without the prior written consent of the other party.
- 13.6 Unless the context indicates otherwise the rights and obligations of any Party arising from this Agreement shall devolve upon and bind its successors-in-title.
- 13.7 The Parties agree that they will do all things and sign all documents necessary to give effect to the terms of this Agreement and to all transactions deriving there from.
- 13.8 The Parties agree to keep to the terms of their relationship and the terms and conditions contained in this Agreement confidential and not to disclose any such matters to any other person without the prior consent of the other of them.

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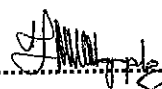

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THUS DONE AND SIGNED AT HEIDELBERG ON THIS.....DAY  
OF.....2017 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES



.....  
MUNICIPAL MANAGER: LESEDI



AS WITNESS:

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

THUS DONE AND SIGNED AT Heidelberg ON THIS 14 DAY  
OF November 2017 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

V.P. NXUMALO  
VUKUYIBAMBE TRADING ENTERPRISE (Pty) Ltd.

AS WITNESS:

3.  .....
4. 1  .....



Date: 16 October 2017

Enquiries: Mr. Paul Malgas

Ms. Nozipho Mathe

Vukayibambe Trading Enterprise (Pty) Ltd  
2012 Heidelberg Road  
Ratanda  
Heidelberg  
1441

Madam

We appreciate your expression of interest in the tender no: 13/2016 Tender for the cleaning of municipal amenities for three years period, that was advertised and closed on 18<sup>th</sup> August 2017.

Kindly note the following:

1. Your tender was received by the Administrative Panel on the 18<sup>th</sup> August 2017.
2. It was referred to the Bid Evaluation Committee on the 04<sup>th</sup> October 2017.
3. After careful consideration, the Bid Adjudication Committee has awarded the tender and your institutional bid was successful to the amount of R829 977.12 Including Vat for a period of three years.
1. You are hereby requested contact the Manager Facilities & Amenities, Mr. Solly Sibaya for the implementation thereof, the drafting of the Service Level Agreement and to discuss any issues of importance as a matter of urgency, via the following contact details, 016 492 0045/082 376 9204, Email:sollys@lesedi.gov.za
4. Please note that no payment will be made without the signed Service Level Agreement between your company and the municipality.

Thanking you in anticipation

Regards,



Mr. Paul Mpele  
Municipal Manager