



NCPT

NORTHERN CAPE PROVINCIAL TREASURY

SERVICE LEVEL AGREEMENT

PROVISION OF GARDENING SERVICES FOR

NORTHERN CAPE PROVINCIAL TREASURY

We serve with passion. We deliver on time.

my

1. PARTIES TO THE AGREEMENT

NORTHERN CAPE PROVINCIAL TREASURY (NCPT)

Physical Office Address: Metlife Towers
Cnr Stead & Knight Street
Kimberley
8301

Postal Address: Private Bag X5054
Kimberley
8300

Tel: 065 887 6004

Email: smadibela@ncpg.gov.za

Contact Person: S. Madibela

Represented by **Dr. M. Gasela** in his capacity as the **HEAD OF DEPARTMENT**

ASWALD BUSINESS INVESTMENTS (PTY) LTD (SERVICE PROVIDER)

Registration Number: 2017/499961/07

Postal Address: 52 Molefi Street
Galeshewe
Kimberley
8345

Email: dela.casa@vodamail.co.za

Contact Person: Benjamin Lebogang Mahunonyane

Tel: 076 799 1660

Represented by Benjamin Lebogang Mahunonyane in his capacity as Director,
of ASWALD BUSINESS INVESTMENTS (PTY) LTD.



1. INTRODUCTION

This Service Level Agreement serves to record the agreement between the parties and to regulate all aspects of the services to be supplied by the service provider, to the NCPT and the general business relationship between the parties.

In the event of any of the provisions of the service provider's proposals or bid documents conflict with the provisions of this Agreement, the provisions of this Agreement (including its signed Annexures) shall prevail.

To the extent that there is a conflict between the provisions contained in this Agreement and the provisions contained in the Government Procurement General Terms and Conditions of Contract (GCC) [incorporated by reference], the provisions of this Agreement shall prevail.

2. INTERPRETATION AND DEFINITIONS

3.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context of the Agreement, the following words, terms or phrases have the following meanings:

- | | |
|---------------------------------------|---|
| 3.1.1 Agreement | means this agreement together with all annexes as may be amended from time to time; |
| 3.1.2 Annexure | means any one or all of the annexes marked A and/or B, as the case may be; |
| 3.1.3 Business Day | means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa; |
| 3.1.4 Confidential information | means the terms of this Agreement; any information concerning either party to its stakeholders and customers including its operations, business and financial affairs and all other matters which relate to the business of either party and in respect of which information is not readily available in the ordinary |



3.1.5 Equipment

course of business to a competitor of such party or to any third party, proprietary information or secret information;

means any computer equipment, gardening or cleaning equipment, cleaning materials, uniforms and footwear, protective gear and/or any equipment utilized by Aswald Business Investments in the delivery of the Services;

3.1.6 Intellectual Property

means any computer software, material, name, concept, training material, training instruments, copyright in documents, patentable or non-patentable inventions, discoveries and improvements, patent, trade mark, trade name, drawings, designs, operational analysis, technology and know-how or other intellectual property;

3.1.7 Month

means a calendar month, being one of the 12 (twelve) periods into which a year is divided;

3.1.8 NCPT

means the Northern Cape Provincial Treasury

3.1.9 Services

means the activities undertaken by Aswald Business Investments in accordance with the stipulations in this Agreement and annexures hereto and to meet the specific quality and performance standards of NCPT, related to such services and activities;

3.1.10 Service provider

means ASWALD BUSINESS INVESTMENTS (PTY) LTD, registered in accordance with the Companies Act of the Republic of South Africa

under company Registration number
2017/499961/07;

3.1.11 Tax invoice

means an invoice as defined in the
Value Added Tax Act, No. 89 of
1991, as amended.

- 3.2. Any reference to the singular shall include the plural and vice versa;
- 3.3. Any reference to any gender shall be capable of being construed as a reference to any of the others;
- 3.4. Any reference to a natural person shall be capable of being construed as a reference to an artificial person and vice versa;
- 3.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 3.6. The clause headings in this Agreement shall be used in aid of interpretation or modification of the clauses within the Agreement;
- 3.7. Terms other than those defined within this Agreement will be given their plain English meaning, and those terms, acronyms, abbreviations and phrases known in the relevant industry to which this Agreement applies shall be interpreted in accordance with their generally known meanings in such industry.
- 3.8. Any reference to any statute or statutory regulation shall include a reference to any amendments thereto and to the successor/s in title to such statutes and statutory regulations.
- 3.9. Any reference to any organization, institution, office, body, department, organ or person vested with certain powers and authority shall include a reference to its successor/s in title.
- 3.10. The expiration or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.
- 3.11. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.





4. **PURPOSE**

The purpose of this agreement is:

- To specify the agreed Gardening services to be provided by the service provider to the NCPT for the duration of the agreement; and
- To formalise the business relationship between the parties and specify their respective responsibilities and duties.

5. **DURATION**

The effective date of this SLA shall be the 07 March 2025 notwithstanding the date of signature by all parties.

This Agreement shall be of force and effect from the Effective Date, unless otherwise terminated in accordance with the terms of this agreement, and comes to an end after the period of twenty-four (24) months, when both parties have performed fully in terms of this Agreement. The NCPT reserves the right to extend this Agreement.

6. **SERVICES PROVISION STANDARDS**

- 6.1 The service provider shall provide the Services as set out in this Agreement and annexures hereto, at the standards expected of a diligent and expert service provider.
- 6.2 The provision of the Services shall be carried out at premises of the NCPT at:
- No.1 Oliver Road (Kimberley) and Two (2) Gardeners are required;
 - Any additions as may be determined by NCPT.
- 6.3 Should any amendment occur, i.e. a section of the office building(s) becomes unoccupied at any given time or additional offices are occupied, such amendment shall result in an adjustment to the monthly contract amount payable.
- 6.4 The service provider shall respect the laws and customs of the country and province in which services are conducted.
- 6.5 The service provider will provide the NCPT with written quotations for services to be rendered within the required specified time after requesting such where additional gardening services are requested.



7. SCOPE OF SERVICE

- 7.1 Subject to the terms and conditions of this Agreement, the service provider shall provide the Services as set out in Annexure A.
- 7.2 The services to be delivered shall lie within the discretion of the NCPT, as required by the NCPT.
- 7.3 The service provider will provide the gardening services in a manner that ensures that proper hygiene and health standards are adhered to.
- 7.4 The service provider shall at all times ensure that it has the employees required to provide the Services as set out in this Agreement and annexures hereto.
- 7.5 The service provider is encouraged to source locally based labour force to be used for the convenience of the service provider to fulfil the contractual obligation
- 7.6 The NCPT to notify the service provider of additional services to be provided as per the Contract Specification, within the RFQ document. Parties agree that this increase will be on the same rates as accepted in the bid.

8. SERVICE PROVIDER OBLIGATIONS

8.1 UNDERTAKINGS

- 8.1.1 Without derogating from the generality of clause 8.2, the performance of the Services by the service provider to the NCPT shall be dependent upon the service provider meeting all requirements prescribed by the NCPT.
- 8.1.2 In addition to the above, the performance of the Services by the service provider to the NCPT shall be further dependent upon, and the service provider agrees to abide by, the following:
- 8.1.3. The Service Provider hereby undertakes to comply fully with all health and safety rules, regulations, and protocols of the NCPT, as may be amended from time to time. Furthermore, to the extent reasonably practicable, the Service Provider shall comply with the provisions of all applicable legislation, including but not limited to:
- The **Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**;
 - The **Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)**;



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- and any other relevant health and safety legislation and regulations applicable to the provision of the Gardening Services.

In the event of any failure by the Service Provider to comply with the abovementioned health and safety obligations, the NCPT shall be entitled, at its sole discretion, to either suspend the Services until such time as compliance has been achieved to the satisfaction of the NCPT, or to terminate this Agreement with immediate effect.

8.2 CONDUCT

- 8.2.1. All services to be rendered by the Service Provider to the NCPT in terms of this Agreement shall be performed in strict compliance with all reasonable written instructions issued by the NCPT, whether communicated via email, WhatsApp, or any other written medium, and shall further comply with all applicable laws, by-laws, regulations, and statutory requirements relating to gardening services as may be in force from time to time.
- 8.2.2. No deviations from NCPT instructions will be tolerated or accepted unless prior written approval is given by the Accounting Officer of the NCPT or his/her delegate.

9. OBLIGATIONS OF NCPT

- 9.1. With regards to managing the relationship with the service provider, the NCPT has the following general obligations:
- 9.1.1 The NCPT shall receive monthly invoices and be responsible for the reconciliation thereof with the report of services rendered and the payment thereof.
- 9.1.2 To receive the agreed upon service levels from the service provider.
- 9.1.3 To conduct a regular review of the service provider's performance.

10. FEES AND REMUNERATION

10.1 PAYMENT

- 10.1.1 Any and all payments required to be made in terms of this Agreement shall be made in accordance with the rates accepted by the NCPT and set out below in Annexure B.
- 10.1.2 NCPT shall pay the service provider the fees as set out in Annexure B for all completed deliverables as per this Agreement. This will be done only once an INVOICE has been issued and delivered by the service provider.



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- 10.1.3 The invoice is to be submitted by the service provider by the 15th day of the month to enable the NCPT to pay by the 30th day. Invoice to be e-mailed by the service provider.
- 10.1.4 **NO ADVANCE PAYMENTS WILL BE MADE BY THE NCPT.**
- 10.1.5 Any deviations in order number amounts will only be done after consultation with the NCPT and implemented only after written confirmation by the NCPT. This written confirmation will be by an appointed designated official who has been designated by the Head of Department in writing.
- 10.1.6 The fees include any costs, expenses and expenditure made by the service provider in respect of the Services and no additional moneys shall be payable to the service provider by the NCPT in respect of any office, telephone, fax, or any other costs.
- 10.1.7 The NCPT is entitled to deduct or set off from any amount payable to the service provider, any amount due to the service provider where services have not been rendered satisfactorily or where the NCPT has had to pay for the services directly because the service provider did not honour its payments.
- 10.1.8 The service provider shall, on reasonable advance notice from NCPT, prove to the satisfaction of NCPT that it is duly and promptly discharging all its responsibilities which rest upon it in law in respect of its employees and agents and taxes and indemnifies NCPT against any liability which NCPT may incur as a result of the service provider's failure to discharge such responsibilities. [This refers to the service provider's operator's licences, SARS, UIF, Pension and Regulatory Authority payments]

10.2 **PAYMENT TERMS**

- 10.2.1 Any amounts due by NCPT to the service provider in terms of this Agreement shall be paid by NCPT to the service provider within 30 (THIRTY) days of receipt of a Tax Invoice from the service provider

requesting such payment. This will be dependent on compliance of all SARS and CSD prescripts provided that NCPT will not unreasonably withhold payment.



requesting such payment. This will be dependent on compliance of all SARS and CSD prescripts provided that NCPT will not unreasonably withhold payment.

10.2.2 Should any dispute arise relating to the amount of the charges to which the service provider is entitled, such dispute shall be determined in accordance with the dispute resolution clause provided for in clause 22 of this Agreement.

10.2.3 The service provider agrees to reconcile their payments received from the NCPT end of proceeding month.

10.3 CANCELLATION, SUB-STANDARD SERVICES PENALTIES

10.3.1 The service provider undertakes to deliver the Services in accordance with professional, high-quality standards as required within the Industry Norms and Standards.

10.3.2 In the event that the service provider should determine to cancel its Services for any reason other than Force Majeure, and/or NCPT should

determine that the Services are not in accordance with the conduct and standards as agreed to with the service provider, the service provider agrees that the damages NCPT would suffer as a result of those costs and the loss of Services and/or other ancillary revenue would be substantial.

10.3.3 Accordingly, on such determination, NCPT will provide a written notice of the determined Services to the service provider, who shall within 5 (five) working days respond, provide the Services at no cost to NCPT and to the satisfaction of NCPT. Any re-provision of services shall be without prejudice to NCPT's rights to any claim of immediate, specific performance of all of the service provider's obligations as per this Agreement, to claim damages, or to terminate this Agreement.

11. STATUS OF SERVICES

11.1 Nothing contained in this Agreement or otherwise shall authorize, empower or constitute the service provider as an agent of NCPT in any manner; authorize or empower the service provider to assume or create an obligation or responsibility whatsoever, express or implied, on behalf of or in the name of NCPT; or authorize or empower the service provider to bind



NCPT in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of NCPT.

- 11.2 This Agreement is for the delivery of services of the service provider as specified under this Agreement and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment, franchise, agency or other similar relationship between the Parties hereto. In furtherance of and without limiting the foregoing, the service provider shall not hold itself out to be the NCPT and the service provider is not and shall not hold itself out to be or be deemed to be the legal representative or agent of NCPT, for any purpose whatsoever; and the service provider shall not act or bind NCPT in any way or represent that NCPT in any way responsible for the service provider acts or omissions.

12. PERFORMANCE REPORTING PROCESS

- 12.1. To effectively support the NCPT's business objectives, it is imperative that consistent and guaranteed service levels are provided by the service provider.
- 12.2 The service provider will be required to meet monthly, with the NCPT in respect of Services undertaken by the service provider in terms the service provider of this agreement.
- 12.3 Should the NCPT require additional reports from the service provider, such reports shall be submitted to the NCPT within a reasonable time frame of the NCPT request.

13. CONFLICT OF INTEREST

- 13.1 In the event that any matter arising relating to this agreement, which in the view of the parties constitutes a conflict of interest, the parties will immediately seek to quantify and resolve the matter as appropriate as possible between themselves.

14. LIABILITY

- 14.1 Subject to the provisions of this clause, each party's liability to the other for any and all claims, losses, damages or expenses from any cause whatsoever shall be limited to the direct damages proven, provided that in no event shall same exceed the amount paid by the NCPT to the service provider in the immediately preceding 3 (three) month period.



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- 14.2 In no event shall either party be liable to the other for any incidental, consequential, or any other indirect loss or damage (including but not limited to lost profits or revenues, loss of data), nor for exemplary or punitive

damages. These limitations of liability shall apply regardless of the form of action, whether in contract, delict, strict liability, or otherwise, and regardless of whether either party has been advised as to the possibility of such damages and/or losses.

15. COOPERATION AND GOOD FAITH

- 15.1 In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests; and
- 15.2 The Parties undertake to co-operate with each other in all respects in order to give effect to the intent and import of this Agreement.

16. FORCE MAJEURE

- 16.1 Should any Party fail to fulfill its obligations in terms of this Agreement as a result of:
- 16.1.1 any act of God, war, strike, lockout or other labour dispute, fire, malicious computer code infection, power failure, terrorism, urban terror, flood or legislation; or any other cause beyond the reasonable control of the Party concerned,
- 16.2 The Party affected by the event of force majeure shall within 1 (one) day or as soon as possible notify the other Party in writing of the estimated extent and duration of such inability to perform its obligations.
- 16.3 Upon cessation of circumstances leading to the event of force majeure, the Party affected by such event of force majeure shall within 1 (one) day or as soon as possible notify the other of such cessation.
- 16.4 If as a result of the event of force majeure, the performance by either Party of such Party's obligations under this Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the event of force majeure.
- 16.5 If the event of force majeure continues for a period of 6 (six) months or less from the date of any notification thereof in terms of clause 16.2, any and all obligations outstanding shall be fulfilled by the Party who has been unable to



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perform due to the event of force majeure as soon as possible after cessation of the event of

force majeure, save to the extent that such fulfillment is no longer practically possible or is not required by the other Party.

16.6 If the event of force majeure continues for more than 6 (six) months from the date of any notification thereof in terms of clause 16.2 and notice of cessation in terms of clause 16.3 has not been given and such event of force majeure prevents the affected Party from performing its obligations in whole or in part during that period, the other Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 (thirty) days written notice to the affected Party after expiry of such 6 (six) month period to that effect; provided that such notice shall be deemed not to have been given if a notice of cessation given in terms of clause 16.3 of the event of force majeure is received or deemed to be received by the unaffected party prior to the expiry of such 30 (thirty) days.

16.7 If this Agreement is not terminated in terms of the provisions of clause 16.6, any obligations outstanding shall be fulfilled by the party who is unable to perform due to the event of force majeure as soon as reasonably practicable after the event of force majeure has ended, save to the extent that such fulfillment is no longer possible or is not required by the other party.

17. TERMINATION FOR BREACH

17.1 If a Party to this Agreement:

17.1.1 commits a material breach of any provision of this Agreement and fails to remedy such breach within 7 (seven) days of written notice to do so; or

17.1.2 takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory, or under judicial management, in either case whether provisionally or finally; or

17.1.3 take steps to deregister itself or is deregistered; or

17.1.4 fails to satisfy a substantial judgment against that Party within 21 (twenty-one) days after that Party becomes aware of the judgment, except if that Party provides evidence on an ongoing basis to the reasonable satisfaction of the other Party that steps have been initiated within the 21 (twenty-one) days to appeal, review or rescind the judgment and to procure suspension of execution of that judgment and that such steps are being expeditiously pursued. The period of 21 (twenty-one) days shall run from the date on which



the judgment becomes final, or the date on which the attempts to procure the suspension of the execution fail; such Party shall be in default.

17.2 If a Party is in default, the aggrieved Party shall be entitled, in addition to all other remedies to which it may be entitled at law, or in terms of this Agreement, to cancel this Agreement.

17.3 Upon the termination for any reason whatsoever of this Agreement all amounts then owing by one Party to the other Party will become immediately due and payable.

17.4 For the purposes of this clause 17, a breach shall be deemed to be material if it goes to the root of the Agreement, and the Party committing the breach fails to rectify the breach within 14 days of receipt of written notice from any of the other Parties calling on it to do so.

18. SEVERABILITY

18.1 If any term, condition or performance, or any part thereof, in this Agreement (the "provision") is determined to be invalid, illegal, unlawful or unenforceable to any extent, then that provision shall be removed from the remaining provisions of this Agreement, or amended to make it valid, legal, lawful or enforceable (as the case may be), in such a manner as to leave the amended agreement substantially the same in essence, and the Agreement so amended shall remain in force and effect.

18.2 If any provision of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent as contemplated in 18.1 above, such a provision shall be deemed to be severable from the rest of the provisions of this Agreement, and shall not in any way affect the validity and enforceability of the rest of the provisions of this Agreement and the Agreement as a whole.

19. WARRANTY OF AUTHORITY

19.1 The NCPT and the service provider warrant to each other that their respective signatories and representatives have the power, authority and legal right to conclude and sign this Agreement and perform in terms of this Agreement, and that this Agreement has been duly authorized by all necessary actions of their respective governing organs and management, as the case may be, and constitutes valid and binding obligations on them in accordance with the provisions of this Agreement.



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20. COSTS

20.1 Each party shall pay their own legal and other consulting and advisory fees and related expenses incurred in regard to the negotiation, drafting, preparation and finalisation of this Agreement and the entire transaction.

21. CESSION AND ASSIGNMENT

21.1 None of the Parties shall cede, assign, abandon or transfer any of its rights and/or obligations in terms of this Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Agreement, without the prior written consent of the other Parties.

22. DISPUTE RESOLUTION

22.1 Should any dispute arise between the Parties in connection with:

22.1.1 the implementation of; or

22.1.2 the interpretation or application of the provisions of; or

22.1.3 the Parties' respective rights and obligations in terms of or arising out of;
or

22.1.4 the breach or termination of; or

22.1.5 the validity, enforceability, rectification, termination or cancellation,
whether in whole or in part of; or

22.1.6 any documents furnished by the Parties pursuant to the provisions of, this Agreement, or which relate in any way to any matter affecting the interests of the Parties in terms of this Agreement, the Parties shall meet within 2 (two) days of written notice of the dispute from one Party to the other (or such longer period as mutually agreed by the Parties in writing) to negotiate in good faith in an effort to settle such dispute.

22.2 Should the Parties fail to resolve any dispute between themselves within 7 (seven) Business Days of the meeting referred to in clause 21.1 (or such longer period as mutually agreed by the Parties in writing), the Parties undertake to meet promptly and consider whether or not the dispute be determined by arbitration in terms of this clause by written notice given to the other party within thirty (30) days after such dispute has arisen. Failure to demand that a dispute be determined by arbitration within thirty (30) days after such dispute having arisen, shall result in the right to have the dispute being referred to arbitration, to lapse: Provided that a dispute shall not be deemed to have arisen until the aggrieved party has knowledge of the facts of the dispute: Provided further that the



aggrieved party shall be deemed to have such knowledge if it was brought to its attention in writing by the other party.

22.2.1 The arbitration shall be held:

- i. At NCPT; and
- ii. With only representative of the parties and witnesses present there at, it being the intention that the arbitration shall be held and completed as soon as possible.
- iii. The arbitrator shall be, if the matter in dispute is principally:
 - (a) A legal matter, a practicing attorney or advocate of at least ten (10) year's standing;
 - (b) An accounting matter, be a practicing-chartered accountant of at least ten (10) year's standing;
 - (c) Any other matter, a practising attorney or advocate of at least ten (10) year's standing.
- iv. Should the parties fail to agree whether the dispute principally a legal, accounting or other matter within seven (7) days after the arbitration is demanded, the matter shall be deemed a legal matter.
- v. The arbitration shall be conducted in accordance with the provision of the Arbitration Act, 1965 (Act no. 42 of 1965).
- vi. The decision of the arbitrator shall be final and binding on the parties.
- vii. The costs of the arbitration shall be borne by the parties in equal shares.

22.3 Notwithstanding anything to the contrary contained in clause 22, neither Party shall be precluded from obtaining interim, injunctive or similar relief from a competent court within the jurisdiction of the Northern Cape or from instituting action for the recovery of a liquidated and / or undisputed amounts owing in terms of this Agreement.

22.4 The provisions of this clause:

22.4.1 constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither Party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions;

22.4.2 are severable from the rest of this agreement and shall remain in full force and effect despite the termination of or invalidity for any reason of this agreement, or any part of this agreement.



22.5 The Parties shall continue to perform all undisputed obligations where possible whilst any dispute is being resolved.

23. NOTICES

23.1 The Parties agree that electronic communication by an authorized person via electronic mail shall be valid communications for purposes of all notices, permissions and other communications between the Parties.

23.2 The deeming provisions detailed in Chapter 3 Part II of the Electronic Communications and Transactions Act 25 of 2002 shall apply to all electronic communications between the Parties.

23.3 The Parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature the addresses given on the face of this Agreement;

23.4 All notices, correspondence and any other communication between the parties shall be made in writing and shall be sent by hand delivery, by registered post, by facsimile transmission.

23.5 If notice is given by way of facsimile transmission, such notice shall be deemed to be received 1 (one) business day after sending.

23.6 If notice is given by registered post, such notice shall be deemed to be received 7 (seven) days after sending.

23.7 If notice is given by hand delivery, such notice shall be deemed to be received after delivery.

23.8 Any changes to the parties' notice addresses and *domicilium* addresses as furnished in the Schedule shall be given in writing and shall be deemed to apply upon the date of receipt of such notice.

24. VARIATIONS TO THE AGREEMENT

24.1 Any variation to this agreement shall only be made in writing with the consent and concurrence of both parties hereto.

24.2. No addition to, amendment, consensual cancellation or negotiation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties.

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25. WHOLE AGREEMENT

25.1 This agreement, read together with RFQ: NCPT/02/2024/25 which constitutes the whole agreement to the parties as to the subject matter hereof, and no agreement, representation or warranty between the parties other than set out herein shall be binding on the parties.

25.2 The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

THUS, DONE AND SIGNED AT Kimberley ON THIS THE
15 DAY May 2025

AS WITNESSES:
_____
_____

DR. M. GASELA
HEAD OF DEPARTMENT

THUS, DONE AND SIGNED AT Kimberley ON THIS THE
22 DAY May 2025

AS WITNESSES:
_____
_____

BL MAHUNONYANE
DIRECTOR: ASWALD BUSINESS
INVESTMENTS (PTY) LTD



ANNEXURE A

DELIVERABLES

The service provider is required to fulfil the following services for NCPT:

1. Grass

- All grassed surfaces, shall be mowed and trimmed to a height of 4-6cm above ground level. Grassed surfaces must be kept to a standard and shall be maintained in good condition and be replanted with the same variety of grass when and where necessary.
- Trimming of lawns shall be done in accordance of the layout/pattern of the lawns.
- Petrol lawnmowers fitted with receptacles shall be used to collect cuttings, after which the area shall be raked and cuttings removed immediately.
- Aeration of the grass covered areas shall be taking place in August. In areas too small for aeration by mechanical means, a garden fork shall be used.
- Spread a granulated mineral fertilizer such as 5:1:5 on the basis of 60g/m² every twelve weeks and water well.

2 Grounds area (wild grass)

- Grounds, include all grassed areas, garden areas (including rockeries, flower beds, flower boxes, external pot plant pots, roof gardens, undeveloped areas (including embankment) open drains/gutters walk-and driveway, porches/verandas
- The grounds, on the premises shall be kept clear at all times and free of undergrowth, grass, silt debris, paper, leaves and all other litter.
- Move garden refuse to a particular pick-up point for removal once a week and catered off to a designated dump site.
- Weed killers must be used every six months on paving, cement and tarred areas to get rid of weeds

3. Flower beds, plants and trees

- Weed flower beds and trim hedges when necessary. Prune shrubs in July in accordance with recognized horticultural practices. All tree branches must be kept clear from perimeter fences and roofs for at least 500mm.
- Apply compost twice a year to all flower beds, plants and trees.

4. Paving, Cement and Tarred areas

- The grounds, including open drains/gutters on the premises shall be kept clear at all times and free of undergrowth, grass, silt debris, paper, leaves and all other litter.
- All paving, cement and tarred areas shall be swept once a week.



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- Weed killers must be used every six months on paving, cement and tarred areas to get rid of weeds.

5. Additional

Provide and plant shrubs or trees in collaboration with Department at a price over and above the contractually agreed cost, mutually agreed to before commencement of work.

6. Pool Maintenance

Cleaning of the pool should be done on a weekly basis.

7. Personnel

Two workers to be allocated to this project working Monday, Wednesday and Friday and relief worker should be provided during the absence/unavailability of the worker allocated.



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ANNEXURE "B"

**RFQ: NCPT/02/2024/25: REQUEST FOR QUOTATION FOR RENDERING OF
GARDENING SERVICES FOR 24 MONTHS PERIOD**

PRICING SCHEDULE

Description	Monthly Rate	Total Cost for 24 months(Inc. Vat)
Salaries and Wages (refer to paragraph 3.6 for number of personnel required)	R 6357.12	R152 570.88
Gardening Equipment and Machinery	R 2056.80	R 49 363.20
Operational Costs(i.e. composts, fertilizers required)	R 2526.36	R 60 632.64
Management Cost/Profit	R 8400.00	R 201 600.00
Total Cost for the 24 months (Including Vat)		R 454 166.72 464 166,72

We serve with passion. We deliver on time.