



**TO : ACTING DIRECTOR GENERAL
THULISILE MANZINI**

**THROUGH : CHIEF FINANCIAL OFFICER
SEMPHETE OOSTERWYK**

**FROM : DIRECTOR: SUPPLY CHAIN AND ASSET MANAGEMENT
IAN CHABALALA**

DATE : 18 OCTOBER 2024

**REQUEST FOR APPROVAL OF THE SERVICE LEVEL AGREEMENT BETWEEN THE
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT AND JUTA FOR THE
PROVISION OF LEGAL ONLINE LIBRARY SERVICES TO THE DEPARTMENT FOR A
PERIOD OF 36 MONTHS**

CLASSIFICATION: CONFIDENTIAL

1. PURPOSE

- 1.1 To request the Acting Director-General to consider, approve and sign the Service Level Agreement (SLA) between the Department of Small Business Development (DSBD) and JUTA and Company for the provision of Online Legal Library Services to the department for a period of 36 months.

2. BACKGROUND

- 2.1 DSBD is mandated to lead an integrated approach on the promotion and development of small businesses and co-operatives as strategically positioned to be the forefront of leading and coordinating a joint effort within the small business arena as advocated by the National Development Plan.

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LEGAL ONLINE LIBRARY SERVICES TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS**

- 2.2 Department of Small Business Development requires provision of online legal library services for the department. The request for Quotation process has taken place for the procurement of such expertise and appointment of Service Providers to be made available to DSBD.
- 2.3 The online legal library services will be provided by Juta and Company which scored the highest points of 86 points on price and specific goals at the total amount of R 210 719.30 inclusive of VAT for the duration of 36 months.

3. DISCUSSION

- 3.1 The Request for Quotation (RFQ) was issued out to 10 prospective service providers sourced from the Central Supplier Database (CSD) on the 27th of June 2024, closing on the 2nd of July 2024 at 12:00 pm.
- 3.2 On the closing date and time of the RFQ, out of 10 service providers requested to provide quotations, only two (2) responded are as follows:
- a) Juta and Company
 - b) Lexis Nexis
- 3.3 The RFQ was then re-issued out to 3 perspective service providers sourced from the CSD on the 4th of July 2024, closing on the 8th of July 2024 at 1 pm.
- 3.4 On the closing date and time of the RFQ, out of 3 service providers requested to provide quotations, only three (3) responded are as follows:
- a) Juta and Company
 - b) Lexis Nexis
 - c) CBee Projects
- 3.5 Preliminary 80/20 Preference Point System evaluation scoring was conducted by SCM. The evaluation requirements were as follows:
- a) All service providers that submitted quotations on time must be compliant in terms of registration on CSD and tax compliance.
 - b) All standard bidding documents (SBD 1; 4 and 6.1); and
 - c) All required supporting documents (where applicable) are submitted.

3.6 The three (3) quotations were considered for Price and Specific goals and the scores are summarized as follows:

 PREFERENCE POINT SCORING 80/20 Preference Point System														
DESCRIPTION OF GOODS/SERVICE: Online Library														
ITEM NUMBER	NAME OF BIDDER	BID PRICE	LOWEST PRICE	B-BBEE STATUS LEVEL 1 to 8 OF CONTRIBUTOR	Enterprise size (SMMES Micro 1, Small 2 medium 3 large 4)	YOUTH 1 and none Youth 2	Spatial Rural 1, Townships 2 and City 3	POINT FOR PRICE	NUMBER OF POINTS B-BBEE (Level 1=2, Level 2=1.75, Level 3=1.5, Level 4=1.25, Level 5=1, Level 6=0.75, Level 7=0.5 and Level 8=0.25, L.O=0)	Enterprise size (SMMES Micro 8, Small 5.6, medium 3.2 large 0.8)	Youth /none youth	Spatial rural township, city	Total Preference points	TOTAL POINT SCORED
1	JUTA AND COMPANY	R 210 719.30	R 210 719.30	1	3	0	3	80.00	2	3.2	0	0.8	6	86.00
2	CBEE PROJECTS	R 292 500.00	R 210 719.30	0	2	1	3	48.95	0	5.6	6	0.8	12.4	61.35
3	LEXISNEXIS	R 388 549.79	R 210 719.30	0	3	0	3	12.49	0	3.2	0	0.8	4	16.49

4. ATTACHMENTS

- 4.1 Service Level Agreement
- 4.2 Vetting Certificate
- 4.3 Acceptance Letter
- 4.4 Preference point scoring and Quotation for Juta and Company

5. LEGISLATIVE IMPLICATIONS

- 5.1 The SLA is consistent in law, does not contain any legal, financial or reputational risks for DSBD and is consistent with the relevant regulatory and legislative frameworks of DSBD.

6. ORGANISATION IMPLICATIONS

- 6.1 The approving and signing of the SLA will allow the department to have access to the required online legal library services.

7. FINANCIAL IMPLICATIONS

- 7.1 JUTA and Company quoted an amount of Two Hundred and Ten Thousand, Seven Hundred and Nineteen Rand and Thirty cents (R 210 719.30) inclusive of VAT for the duration of Thirty-Six months (36).
- 7.2 The Parties agreed that the contractual price shall be payable in three years as follows:
 Year one – R 66 189.00
 Year two – R 70 160.34
 Year three R 74 369.96

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8. RECOMMENDATION

8.1 It is recommended that the Acting Director-General:

- a) Approve the Service Level Agreement between the Department of Small Business Development and JUTA and Company for the provision of Online Legal Library Services to the department for a period of 36 months.

NAME : MIGHTY MOTHOBEKHI
DESIGNATION : ASSISTANT DIRECTOR (SYSTEM CONTROLLER)
DATE :

REQUEST SUPPORTED

YES

☐

NO

☐

NAME : RUDZANI MATODZI
DESIGNATION : DEPUTY DIRECTOR- SUPPLY CHAIN MANAGEMENT
DATE :

REQUEST SUPPORTED

YES

☐

NO

☐

NAME : IAN CHABALALA
DESIGNATION : DIRECTOR- SUPPLY CHAIN AND ASSET MANAGEMENT
DATE :

7. RECOMMENDATION

7.1 It is recommended that the Acting Director-General:

- a) Approve the Service Level Agreement between the Department of Small Business Development and JUTA for the provision of Online Legal Library Services to the department for a period of 36 months.

REQUEST SUPPORTED

YES

☐

NO

☐

NAME : BATHANDWA MLAMBO

DESIGNATION : DIRECTOR- LEGAL SERVICES

DATE :

REQUEST SUPPORTED

YES

☐

NO

☐

NAME : JOSEPHINE DUBE

DESIGNATION : ACTING DIRECTOR- MANAGEMENT ACCOUNTING

DATE :

**REQUEST FOR APPROVAL OF THE SLA BETWEEN DSBD AND JUTA FOR THE PROVISION OF
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7. RECOMMENDATION

7.1 It is recommended that the Acting Director-General:

- a) Approve the Service Level Agreement between the Department of Small Business Development and JUTA for the provision of Online Legal Library Services to the department for a period of 36 months.

REQUEST SUPPORTED

YES

☐

NO

☐

NAME : MBALI MBATHA

DESIGNATION : CHIEF DIRECTOR- CORPORATE MANAGEMENT SERVICES

DATE :

**RECOMMENDATIONS SUPPORTED AND
RECOMMENDED**

YES

☐

NO

☐

NAME : SEMPHETE OOSTERWYK

DESIGNATION : CHIEF FINANCIAL OFFICER

DATE :

7. RECOMMENDATION

7.1 It is recommended that the Acting Director-General:

- a) Approve the Service Level Agreement between the Department of Small Business Development and JUTA for the provision of Online Legal Library Services to the department for a period of 36 months.

**APPROVAL ON PARAGRAPH 7 APPROVED / NOT
APPROVED**

YES

☐

NO

☐

NAME : THULISILE MANZINI
DESIGNATION : ACTING DIRECTOR GENERAL
DATE :



small business
development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN

THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

(Hereinafter referred to as “DSBD”)

A National Government Department herein represented by **Ms. Thulisile Manzini**, in her capacity as the Director General (Acting) the Department of Small Business Development and duly authorised hereto,

And

JUTA AND COMPANY

(Hereinafter referred to as “Service Provider”)

A company duly registered in terms of the laws of the Republic of South Africa under Registration No **1919/001812/07**, herein represented by **Thobile Faya**, in her capacity as the Professional Sales Manager of the Service Provider, duly authorized hereto.

“TO PROVIDE LEGAL ONLINE LIBRARY SERVICES FOR THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT FOR A PERIOD OF 36 MONTHS”.

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PREAMBLE

WHEREAS Department of Small Business Development is mandated to, lead and coordinate an integrated approach to the promotion and development of entrepreneurship, small businesses, and co-operatives through and ensure an enabling legislative and policy environment to support their growth and sustainability.

AND WHEREAS Department of Small Business Development requires provision of online legal library services for the department.

AND WHEREAS DSBD wishes to appoint a Service Provider to provide such online legal library services.

AND WHEREAS a Request for Quotation process has taken place for the procurement of such expertise and appointment of Service Providers to be made available to DSBD. The Service Provider has been selected for appointment to provide services to DSBD.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Agreement, unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings assigned to them below:

“Agreement”	means this Service Level Agreement, RFQ, Service Provider’s Quotation and other annexures referred hereto;
“Days”	means calendar days as defined in terms of the Interpretation Act, 1957, (Act No. 33 of 1957).
“DSBD”	means the Department of Small Business Development.
“Effective Date”	means the last signature date by the last Party signing the Agreement.

“Force majeure”	means an acts of God, war, civil war, insurrection, earthquake, storm and flood and any event which the Party invoking vis major could not reasonably be expected to prevent or control (including, but without any limitations, any illegal strike and action/s by employees or servants of any Party to this Agreement) but shall exclude any event caused by negligence of such Party or any of its employees or agents or by any failure to observe the standard of care, diligence and skill of an experienced entrepreneur;
“Party/ies”	means collectively all the Parties to this Agreement, and Party means any one of them as the context may require;
“Project”	means to appoint a Service Provider to provide online library services.
“Services”	means the online library services to be provided and rendered by the Service Provider to, for and/or on behalf of the DSBD in terms of this Agreement.
“Service Provider”	means the Juta and Company (Pty) Ltd.
“VAT”	means value added tax in terms of the Value Added Tax Act, 1991 or any similar tax on the supply or sale of services.
“Rules”	means the Rules, Regulations and Customs of DSBD which Rules, Regulations and Customs shall be made immediately available to the Service Provider on written request;
“Territory”	means South Africa and such other territories as may be agreed to in writing between the parties;
“Trade Marks”	means the registered and unregistered trade marks and other trade names, symbols, signs, insignia, emblems, logos and slogans which either party may acquire the license to use or may adopt and designate for use;

“Trade Secrets” means all confidential information of whatever nature relating to the business of DSBD, the business and the licensed rights.

2. INTERPRETATION OF AGREEMENT

In this Agreement, unless the context otherwise indicates:

2.1. The following documents that form part of this Agreement are to be taken as mutually explanatory of one another and that shall be read and construed as an integral part of the Agreement:

2.1.1. General Terms and Conditions

2.1.2. Project Documents comprising of-

2.1.2.1. Annexure A- Internal RFQ

2.1.2.2. Annexure B- Service Provider’s Quotation, including attachments thereto.

2.2. words and phrases used in this Agreement that are defined in any statute, which applies to the subject matter, professional person, goods, or services provided in this Agreement shall be construed in accordance with the applicable statute or regulations.

2.3. headings of clauses are for convenience only and shall not aid in the interpretation of the Agreement.

2.4. words importing the singular number include the plural and vice versa, and words importing either gender or the neutral include both genders and the neuter where the context requires; and

2.5. where figures are referred to in numerals and in words and if there is conflict between the 2 (two), the words shall prevail.

2.6. All the amounts are inclusive of VAT and Disbursement.

3. SCOPE OF WORK

- 3.1. DSBD hereby appoints the Service Provider to provide the services, and the Service Provider agrees to provide online legal library services to DSBD for the period of Thirty-Six (36) months hereunder, including such additional terms and conditions as specified in the RFQ and Quotation.
- 3.2. The appointment of the Service Provider shall not create an employment contract or relationship, and the Service Provider shall not be entitled to any benefits that the employees of DSBD may contractually and in equity be entitled to.
- 3.3. The Service Provider accepts the appointment.

4. COMMENCEMENT AND DURATION

- 4.1 The Agreement shall commence on the Effective Date with services commencing upon the issuing of purchase order by DSBD and will be valid for a period of Thirty-Six (36) months unless terminated earlier in terms of this agreement.
- 4.2 The Parties agree that there shall be no expectation of future renewal of this agreement. Any decision to renew shall be subject to negotiations and agreement by the Parties and reduced to writing by means of an Addendum.

5. Service Provider's obligations

- 5.1 The Service Provider shall:
 - 5.1.1 provide technical professional services and advice in respect of the work, which work is fully set out in the RFQ (Annexure A) and Service Provider Quotation (Annexure B)

- 5.1.2 exercise all reasonable skill, care, and diligence in the execution of the work and shall carry out all its obligations in accordance with those professional standards usually accepted in relation to the Services.
- 5.1.3 act as a faithful Service Provider to DSBD in all professional matters and, in so far as any of its duties are discretionary, act fairly between DSBD and third parties and shall respect the laws and customs of the provinces in which Services in relation to the relevant project is conducted
- 5.2 All documents, databases, or any other material in any format, prepared by the Service Provider in relation to the work shall be delivered to DSBD promptly upon DSBD request, subject to the agreed deadline and timeframe for deliverables.
- 5.3 The Service Provider shall be responsible for all salaries and wages, required income tax or other taxation payments or employee benefits for its employees, as required by law with no recourse whatever to DSBD in this regard.
- 5.4 The Service Provider hereby acknowledges that the commencement of any work and finalisation of project recommendations and/or decisions will be subject to prior written authorisation from DSBD.

6. DSBD's Obligations

6.1 DSBD shall:

- 6.1.1 Pay all the valid invoices as they become due and payable to the Service Provider. The invoices shall specify services rendered by the Service Provider inclusive of VAT.
- 6.1.2 Supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services and such assistance as shall reasonably be required by the Service Provider in carrying out its duties in terms of this Agreement.

- 6.1.3 Provide feedback on the quality and acceptance of the work (specifying any changes required to such deliverable rendered in order to further meet the requirements of the RFQ) within fourteen (14) business from receipts of deliverable, with a clear indication of areas of required improvement.

7. CONTRACT PRICE

- 7.1 The Department shall pay the Service Provider a total amount not exceeding Two Hundred and Ten Thousand, Seven Hundred and Nineteen Rand and Thirty cents (R 210 719.30) inclusive of VAT for the duration of this Agreement, made up as follows:
- 7.1.1 Year one – R 66 189.00
- 7.1.2 Year two – R 70 160.34
- 7.1.3 Year three R 74 369.96
- 7.2 All payments to or on behalf of the Service Provider under this Agreement shall be made in South African Rand.
- 7.3 All payments shall be effected to the credit of such banking account of the Service Provider as the Service Provider may direct from time to time.
- 7.4 Prices charged by the Service Provider for the Services to be rendered under hand for the entire duration of this Agreement shall not exceed the agreed contract price.
- 7.5 The Service Provider shall be paid for the services to be rendered and such payment shall be due and payable within 30 (thirty) days after receipt of the invoice from the Service Provider.
- 7.6 By signing this Agreement, the Service Provider assures the Department that it maintains and implements effective, efficient, and transparent financial

management and internal control systems in accordance with the provisions of Section 38 (1) (j) of the PFMA.

8. REPORTING

DSBD and the Service Provider will meet on a quarterly basis, at such a time which is suitable to both parties, at the offices of agreed to by Parties, to discuss and review, inter alia, the provision of the services, business, marketing, and any other relevant matters. Any amendment to this agreement will, however, only be effective when reduced to writing and signed by or on behalf of the parties.

9. RULES

The Service Provider shall abide by the rules of DSBD for the whole duration of the contract as a term of appointment.

10. INSURANCE

- 10.1 The Service Provider places on record that it has appropriate insurance cover and that such insurance is sufficient to indemnify DSBD from liabilities, including public liability, in accordance with, at least, the insurance cover provided by such insurance policy.
- 10.2 The Service Provider shall provide DSBD with written confirmation from its brokers of the issuance of such a policy if requested to do so.
- 10.3 The Service Provider shall ensure that all premiums and payments are timeously paid in order to ensure that the insurance policy remains valid at all times and hereby indemnifies DSBD of all losses that may be encountered by DSBD due to a failure of the Service Provider to ensure that its obligations in terms of such insurance policy are met.

11. CONSENTS

The Service Provider undertakes to obtain the necessary consent in the event of it making use of the works and rights or any other intellectual property of persons for performance of its duties in terms of this agreement.

12. WARRANTIES

The Parties undertake and warrant that:

- 12.1 they hold, obtain and maintain any and all such licenses, permits, approvals, authorization, rights clearances, consents, exemptions, and registrations from any person, organization, or authority as may be necessary to fulfill their obligations and warranties under this Agreement for the term hereof;
- 12.2 they shall not do anything that will be defamatory, injurious or in any way bring the reputation of the other Party, or any third party into disrepute or expose the Parties to any action, claim or demand by any third party arising out of any intentional or negligent act or omission on the part of any of the Parties or its employees, or any other person(s) acting under its authority with regard to the provisions of this Agreement;
- 12.3 in the exercise of its rights and obligations under this Agreement, they shall ensure that all relevant laws, regulations, license authorization, and permits are complied with; and
- 12.4 all representations and warranties made by them, shall remain true and in force during the term of this Agreement.
- 12.5 The Service Provider warrants that the reports or deliverable items furnished under this Agreement will conform to the obligations as set out in this Agreement and/or the Terms of Reference and associated Project Proposal

12.5.1 The Service Provider warrants that:

- 12.5.1.1 it has the skill, expertise, and experience to achieve the scope of this Agreement.
- 12.5.1.2 the reports or deliverable items furnished in terms of this Agreement shall conform to the obligations as set out in this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Each Party shall retain its pre-existing intellectual property.
- 13.2 Neither Party shall in any manner alter or effect the display of the respective intellectual property rights of the other Party, vendor, or supplier, without the prior written approval of the other Party, vendor or supplier.
- 13.3 The Parties agree and undertake to treat all information concerning the intellectual property of each other which may come to their attention as strictly confidential.
- 13.4 The Service Provider will grant the Department the right to access, at no cost to the Department, to all information, relating to the Services, should the following events occur:
 - 13.4.1 if the Service Provider be liquidated (provisionally or finally) or enter an agreement/arrangement with his creditors;
 - 13.4.2 if the Service Provider transfers, or attempts to transfer any Intellectual Property rights of the Service;
 - 13.4.3 if the Service Provider is in breach of any term/s of this Agreement and fails to remedy such breach within 10 (ten) days after having received a written notice from the Department calling on it to do so;
 - 13.4.4 if the Service Provider ceases to trade or ceases to provide the services under this Agreement or Agreement is terminated for breach:

14. CONFIDENTIALITY

- 14.1 All confidential information related to this Agreement will be regarded as confidential and may not be disclosed or published by either Party, its employees and to any person or to a person not working on a specific matter within or for and on behalf of either Party. This includes information regarding:
- 14.1.1 internal policy discussions related to new or evolving policies or revisions to the Department's policies which have not been formally determined and have not been announced to the public;
 - 14.1.2 the Parties' discussions which are confidential in nature or meetings where confidential matters are discussed;
 - 14.1.3 minutes of meetings, including submissions, which are confidential in nature;
 - 14.1.4 internal or external submissions which are confidential in nature; and
 - 14.1.5 any other matter which the Parties would reasonably regard as being confidential.
- 14.2 Parties shall not release any information whatsoever about any activities undertaken for and on behalf of the other in either electronic or print media.
- 14.3 Both Parties shall hold in confidence all information received from the other Party directly or indirectly, which could possibly harm the good name, reputation and standing of the respective Parties.

15. BREACH AND TERMINATION

Without prejudice to any rights of either Party, this Agreement may be terminated:

- 15.1 In the event of either Party committing any breach in terms of this Agreement and not remedied within 7 (seven) days of written notice from the other Party requiring such remedy; and

- 15.2 Immediately on written notice being given by a Party if the other Party commits a breach of this Agreement or repeats any breach as has previously been the subject of a notice under paragraph 15.1 above.
- 15.3 The provisions of sub clauses 15.1 and 15.2 shall not divest Parties of their rights to sue for specific performance and recover any payment or monies due, together with interest as herein provided for, or damages for breach of contract or otherwise whatsoever.
- 15.4 If the Service Provider:
- 15.4.1 commits an act of insolvency; or
 - 15.4.2 allows a judgment by default to be granted against it and fails within 7(seven) days of such notice coming to its notice to satisfy same or apply to have it set aside; or
 - 15.4.3 is sequestrated or placed under judicial management or be wound up whether provisionally or finally, then and upon the occurrence of any of these events, the Department is entitled at its election and without prejudice of any other rights to cancel this Agreement immediately; or
 - 15.4.4 has failed to carry out the services and/or any function or other duty in accordance with this Agreement; or
 - 15.4.5 The Service Provider refuses or neglects to carry out any administrative order given by the Department.
- 15.5 If the Department is of the opinion that the progress with the implementation of the Project is not satisfactory.

16. DISPUTES RESOLUTION

- 16.1 In the event of any dispute or difference of any kind whatsoever arising between the Parties regarding the terms or interpretation of this Agreement, the Parties

as represented by designated representatives shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 16.2 If the Parties fail to resolve their dispute or difference within 5 (five) days of such dispute arising by such mutual consultation, then either Party may give notice to the other Party of its intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other Party.
- 16.3 In the event it is not possible to settle a dispute by means of mediation, the dispute shall be settled in a South African court of law and the Parties hereby consent to the jurisdiction of the North Gauteng High Court, Pretoria.

17. INDEMNITY

- 17.1 The Service Provider, including any person acting for or on behalf of the Service Provider, shall exercise due care and diligence in the performance of its duties in terms of this Agreement, and the Service Provider, including any person acting for or on behalf of the Service Provider, shall be liable to the Department where the Service Provider has failed to exercise such due care and diligence.
- 17.2 Service Provider, including any person acting for or on its behalf, acts as an independent contractor and not as an agent or employee of the Department and has no authority or right to bind the Department, shall be liable for any action where it seeks to bind the Department.
- 17.3 The Service Provider indemnifies and holds the Department harmless against all losses or expenses incurred or claims made of whatever nature, criminal or civil, together with any legal fees and costs incurred by the Service Provider, arising out of the conduct of the Service Provider, its employees, agents and or other natural or juristic persons connected with the Service Provider, in conducting the work pursuant to this Agreement.

- 17.4 Notwithstanding anything to the contrary set out in this Agreement, the Service Provider hereby indemnifies and shall hold harmless the Department against any claims, damages, expenses, and costs (including those asserted by third parties) directly or indirectly related to this Agreement, in delict, for acts by Service Provider for breach of statutory duty or otherwise.
- 17.5 The Service Provider hereby indemnifies and shall hold harmless the Department against any claims that the products or deliverables infringe upon any patent, copyright, trade secret or other right of any third party. In the event of such a claim, the Service Provider shall furthermore at its own expense either:
- 17.5.1 Obtain from the Department the right to continue using the product; or
- 17.5.2 Replace the products or deliverables or the infringing parts thereof with an equivalent product or part thereof.

18. ANTI-CORRUPTION AND GOOD FAITH

- 18.1 In implementing this Agreement and in all further dealings with each other, the Parties undertake to observe utmost good faith and to give effect to the intent and purpose of the Agreement.
- 18.2 The Service Provider shall not make or cause to be made any offer, gift or payment or consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any Party, as an inducement or reward in relation to relaxation of any provision in the execution of this Agreement. Any such practice will constitute a ground for termination of this Agreement.

19. CONFLICTS OF INTEREST

- 19.1 Unless agreed to in writing between the Parties neither the Service Provider nor its personnel and employees shall have interest or receive remuneration in connection with this Project

- 19.2 The Service Provider shall not engage in any activity, which may conflict with the interests of the Department, during the term of this Agreement.

20. FORCE MAJEURE

- 20.1 Neither Party shall be responsible for or liable due to any failure to observe its obligations in terms of this Agreement where such failure or liability is due to any event of force majeure.
- 20.2 A Party claiming force majeure hereunder shall notify the other Party within 3 (three) business days of the circumstances of such force majeure event arising and, when known, of the likely duration of the force majeure event and shall use all reasonable diligence to remedy the force majeure event, or to avoid or minimize the consequences of suspending performance of the obligation affected by the force majeure event, provided that nothing herein shall require such Party to settle strikes or other labour disputes contrary to its interest, and shall continue with its obligations after the force majeure event has ceased to exist. Performance of the obligations affected by the force majeure event shall be deemed suspended for as long as such force majeure event continues to prevent or delay performance.
- 20.3 If a force majeure situation arises, the Service Provider shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 20.4 If any event(s) of force majeure continues for a period more than 10 (ten) days, a Party not claiming force majeure may elect, at its sole discretion and upon written notice to the other Party, to terminate this Agreement.

21. GENERAL

- 21.1 This Agreement constitutes the whole Agreement between the Parties and no agreements, representations, or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 21.2 No amendment, consensual cancellation of this Agreement, waiver of any rights arising from this Agreement, nor breach or termination shall be of any force and effect unless reduced to writing and signed by all the Parties or their duly authorized representatives.
- 21.3 Any indulgence permitted or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, shall in any circumstances be construed to be implied consent or election by such Party or operate as a waiver or novation of or otherwise affect any of the Party's rights in terms of this Agreement or estoppel or preclude such Party from enforcing at any time and without notice, compliance with the terms of this Agreement.
- 21.4 The Service Provider shall not without the written consent of the Department, subcontract any of the services required in terms of this Agreement to any third party, and provision of the consent does not raise any contractual liability for the Department towards the subcontract.
- 21.5 Both Parties undertake to perform their obligations under this Agreement in utmost good faith.
- 21.6 Each Party shall bear its own costs in the negotiation, preparation, and finalization of this Agreement.
- 21.7 Neither Party shall cede, assign, or otherwise alienate this Agreement without the written consent of the other Party.
- 21.8 If any clause or provision of this Agreement is found to be invalid, illegal, or unenforceable in any way, such clause or provision shall be deemed to be

separate and severable from the remaining provisions of this Agreement, and the validity and enforceability of those provisions shall not be affected.

22. DOMICILIUM CITANDI ET EXECUTANDI

22.1 Any notice in terms of this Agreement shall be hand delivered to the physical addresses of the Parties, in which event proof of acknowledgment shall be endorsed upon a copy of the notice together with the name of the recipient and date of receipt or shall be sent by registered post to the nominated postal addresses of the Parties, in which event a proof of postage issued by the relevant postal authority will serve as proof.

The Service Provider chooses for the purpose of this Agreement its domicilium citandi et executandi as follows:

Street Address: Juta and Company (Pty) Ltd
1st Floor, Sunclare Building
21 Dreyer Street
Claremont
7708

Postal Address: PO BOX 24299
Lansdowne
7779

Cell Number: 073 4661447

E-mail address: tfaya@juta.co.za

22.2 The Department chooses for the purpose of this Agreement its domicilium citandi et executandi as follows:

Street Address: The DTI CAMPUS
7 Meintjies Street,
Sunnyside,
PRETORIA
0002

**Postal Address: Private Bag X672
PRETORIA
0001**

The Department's contact person: Rudzani Matodzi

Mobile number: 063 799 5544

E-mail: RMatodzi@dsbd.gov.za

22.3 Any Party to this Agreement may change its domicilium citandi et executandi by giving the other party 10 (ten) days' notice.

22.4 Any notice given in terms of the Agreement shall be in writing and shall:

22.4.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery.

22.4.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) business day following the date of such posting; and

22.4.3 if transmitted by e-mail be deemed to have been received by the addressee within a business day after the successful transmission thereof.

23. GOVERNING LAW

The Acts, the laws and the legal principles of the Republic of South Africa determine the interpretation of the provisions of this Agreement.

24. ATTESTATION

The Parties hereby acknowledge having read and signed this Agreement, the contents of which are understood and accepted by both the undersigned Parties.

For Juta and Company

THUS, DONE AND SIGNED AT Cape Town..... ON THIS 10. DAY OF OCTOBER 2024.

WITNESSES NAME AND SIGNATURE:

1 SM Sanyaman

2 Omaya Sabe

Thobile Faya

THOBILE FAYA

For the DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

THUS, DONE AND SIGNED AT _____ ON THIS ____ DAY OF OCTOBER 2024.

WITNESSES NAME AND SIGNATURE:

1 _____

2 _____

Ms. Thulisile Manzini



small business development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

FINAL CERTIFICATION MEMORANDUM

Reference No: **JUTA&COMPANY/LS/09/10/2024**
Enquiries: Sylvia Thobejane
Division: Corporate Services
Room No: First Floor, Block G
Tel: (063) 686 8090
Fax: (012) 394 1566
Email: SThobejane@dsbd.gov.za

TO: MS. THULISILE MANZINI
DIRECTOR – GENERAL (ACTING)
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

**SUBJECT: SERVICE LEVEL AGREEMENT (SLA) BETWEEN THE DEPARTMENT
OF SMALL BUSINESS DEVELOPMENT (DSBD) AND JUTA AND COMPANY
(SERVICE PROVIDER)**

INSTRUCTION

1. Legal Services received instruction from the Supply Chain Management Unit to draft a Service Level Agreement between DSBD and the Service Provider.

BACKGROUND

2. DSBD is mandated to lead an integrated approach on the promotion and development of small businesses and co-operatives as strategically positioned to be the forefront of leading and coordinating a joint effort within the small business arena as advocated by the National Development Plan.

3. Department of Small Business Development requires provision of online legal library services for the department and wishes to appoint a Service Provider to provide such online legal library services.
4. Request for Quotation process has taken place for the procurement of such expertise and appointment of Service Providers to be made available to DSBD. The Service Provider has been selected for appointment to provide services to DSBD for an amount not exceeding Two Hundred and Ten Thousand, Seven Hundred and Nineteen Rand and Thirty cents (R 210 719.30) inclusive of VAT for the duration of Thirty-Six months (36).
5. The Parties agreed that the contractual price shall be payable in three years as follows:
Year one – R 66 189.00
Year two – R 70 160.34
Year three R 74 369.96
6. Legal Services in drafting the SLA considered the legal risks and implications of this SLA as well as relevant roles, responsibilities and obligations of the Parties for successful implementation.
7. The SLA is consistent in law, does not contain any legal, financial or reputational risks for DSBD and is consistent with the relevant regulatory and legislative frameworks of DSBD.

RECOMMENDATIONS

8. The SLA may accordingly be signed by the Director-General (Acting).
9. Please ensure further that the last page of each original SLA is dated and signed and that each page to the SLA and Annexures are initialled by both Parties.
10. Project Managers of the SLA shall ensure that the Implementation Plan and modalities are developed, approved and attached to the SLA.

11. Thereafter, originals must be kept by the DSBD, and a copy forwarded to other party.
12. **Kindly provide Legal Services with a copy of the signed SLA for our records.**



B. MLAMBO

DIRECTOR: LEGAL SERVICES

DATE: 09/10/2024



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001. **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, **Small Business Development Department** Customer Contact Centre local: 0861 843 384, www.dsbd.gov.za

Enq: Rudzani Matodzi

RMatodzi@dsbd.gov.za

Tel: (012) 394 3236/1184

Juta

100 West Street

Wierda Valley

Johannesburg

Email: apecock@juta.co.za Tel: 011 217 7200/ 083 561 2703

Dear Alwyn Paecok

TO RENDER ONLINE LIBRARY SERVICES FOR THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT OVER A SPECIFIED PERIOD OF 36 MONTHS.

The above matter has reference:

Kindly be advised that your proposal for the above services at a total amount of **R 210 719.30(VAT inclusive)** has been provisionally accepted subject to conclusion of a Service Level Agreement (SLA) with the Department.

Please further note that only after the contract has been signed by both parties and an order has been issued, will then the work commence. For negotiation and signing of the contract, please contact **Ms Rudzani Matodzi** RMatodzi@dsbd.gov.za ;(012) 394 1184; **Mr Bathandwa Mlambo** E-mail: BMlambo@dsbd.gov.za, and **Ms Mighty Mthobekhi**: 063 695 2065; Email: MMthobekhi@dsbd.gov.za.

Kind Regards

Ian Chabalala

SIGNIFLOW

Mr Ian Chabalala

Director: Supply Chain Management

Date: 04/10/2024

PREFERENCE POINT SCORING **80/20 Preference Point System**



DESCRIPTION OF GOODS /SERVICE: Online Library

ITEM NUMBER	NAME OF BIDDER	BID PRICE	LOWEST PRICE	B-BBEE STATUS LEVEL 1 to 8 OF CONTRIBUT OR	Enterprise size (SMMES Micro 1, Small 2 medium 3 large 4	YOUTH 1 and none Youth 2	Spatial Rural 1, Township 2 and City 3	POINT FOR PRICE	NUMBER OF POINTS B-BBEE (Level 1-2, Level 3-4, Level 5-6, Level 7-8, Level 9-10)	Enterprise size (SMMES Micro 1, Small 2, Medium 3, Large 4)	Youth /none youth	Spatial rural township, city	Total Preference points	TOTAL POINT SCORED
1	JUTA AND COMPANY	R 210 719,30	R 210 719,30	1	3	0	3	80,00	2	3,2	0	0,8	6	86,00
2	CBEE PROJECTS	R 292 500,00	R 210 719,30	0	2	1	3	48,95	0	5,6	6	0,8	12,4	61,35
3	LEXISNEXIS	R 388 549,79	R 210 719,30	0	3	0	3	12,49	0	3,2	0	0,8	4	16,49

COMPILED BY:

NAME: Thapelo Mantlaka

RANK: SCM Intern

DATE: 12/07/2024

SIGNATURE:

VERIFIED BY:

NAME: Jane Kekana

RANK: Requisitions Officer

DATE: 15/07/2024

SIGNATURE:

Comments for zero BBBEE level and Non Compliant

BBBEE CERTIFICATE NOT CERTIFIED

BBBEE CERTIFICATE NOT CERTIFIED

Item Number	Name of the bidder
1	CBEE PROJECTS
2	LEXISNEXIS
3	

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
For B-BBEE POINTS	2	1,75	1,5	1,25	1	0,75	0,5	0,25
SMMES	Micro	Small En	Medium	Large				
Youth	8	5,6	3,2	0,8				
Spatial	6	None youth						
	4	Township	City					
	20		0,8					



Process number: 22790063

JOHANNESBURG
100 West street
Wierda Valley
Sandton
PO Box 2661, Rivonia 2128
From: Alwyn Peacock
Email: apeacock@juta.co.za
Cont. 083 561 2703

Department of Small Business Development

ATT: Jane Kekana & Thapelo Mantlaka
DSBDEExternalRFQ@DSBD.GOV.ZA
Tel: 012 394 3560/3236

Tel: +27 11 217 7200
Fax: +27 11 883 8169

REG. NO. 1919/001812/07
VAT REG. NO. 4520113319

Date: 28-06-2024

Dear Jane Kekana & Thapelo Mantlaka

Thank you for the opportunity to quote you for Juta's online legal research platform, below is the quotation for 36 months for 3 users accessing the system via username and password for reference Dept of Small Business Development// Online Library. I have listed your requested titles on the left-hand side of the table and Juta's title names on the right-hand side of the table below, please feel free to contact me with all queries:

HEAD OFFICE – CLAREMONT
1st Floor, Sunclare Building, 21 Dreyer Street, Claremont 7735
PO Box 24299, Lansdowne 7779 | Docex Number DX 326 Cape Town
Tel: +27 21 659 2300 | Fax: +27 21 659 2360
Website: www.juta.co.za
Email: cserv@juta.co.za

SANDTON
Future Space Offices, 61 Katherine Street, Sandton
PO Box 2661, Rivonia 2128 | Tel: +27 11 217 7200 | Fax: +27 11 883 8169

DURBAN
25A Old Main Road, Clifton Park, Cliflits, 3610 | PO Box 30816, Mayville 4058
Tel: +27 31 942 3441 | Fax: +27 21 659 2360



Product listing table:

Description of goods, assets and services required Value per Item Quantity	Juta Title name
Licenses for Premium package (Multiple Users) for 3 years: to include the following	
Full set of legislation (National, Provincial & Local), including Gazettes, Regulations & Proclamations	South African Statutes and Regulations (National), Government Gazettes of South Africa, Provincial Legislation: Practice Collection
All law reports	South African Law Reports, Privy Council Reports, South African Appellate Division Reports, Juta's Unreported Judgements
Precedents	Juta's Review of South African Law, Yearbook of South African Law
Notices & Forms	Practical Insights - Civil Procedure
Law of South Africa: Principles of law & commentary	Juta's Review of South African Law, Yearbook of South African Law
A guide to legislative drafting by Andrew Burger	No similar product

Quotation:

Products	Year 1	Year 2	Year 3
Advance: Evolve Base Collection	R 60 399.00	R64 022.94	R67 864.32
Practical Insights - Civil Procedure	R 5 790.00	R6 137.40	R6 505.64
Total	R66 189.00	R70 160.34	R74 369.96
Total for the 3 year period	R210 719.30		

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Juta and Company (Pty) Ltd Directors: Executive Directors: B Wafawarowa and B Stewart | Non-executive Directors: P Makosholo, TS Setshedi, PO Bruwer, N Sibeko, NA Cilliers
Company Secretary: R Morar

Juta and Company (Pty) Ltd, REG. NO. 1979/001812/07, VAT REG. NO. 4320103379



Description of product bundles quoted for below:

Advance: Evolve Base Collection – contents:

1. South African Statutes and Regulations (National)
2. Government Gazettes of South Africa
3. Juta's Unreported Judgments
4. Open Access Content
5. Updated information on Law Reports and Statutes
6. South African Law Reports (1947 to date)
7. South African Appellate Division Reports
8. Privy Council Reports
9. Annual Survey of South African Law/ Yearbook of South African Law
10. Juta's Review of South African Law

Jutastat Evolve is a cognitive analytical research solution for fast, accurate discovery, data insights and analytics. Combining Juta's trusted and authoritative content with award-winning cognitive technology, Jutastat Evolve efficiently mines vast amounts of data to locate, structure and map the most important information you require, and gives you the backing and confidence you need.

Practical Insights - Civil Procedure

Jutastat: Practical Insights is an intuitive easy-to-use online platform aimed at providing legal practitioners, state prosecutors, members of the judiciary, law students, in-house legal advisors and professionals with a solid grounding in the practical application of the law. Clear and concise expertly crafted explanations distill the law to its essentials, and provide the key actions required for you to confidently implement process steps and get results

AL Peacock
Business Consultant
Email: apeacock@juta.co.za
Mobile: 083561 2703

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