

SERVICE LEVEL AGREEMENT

Entered by and between

THE GEORGE MUNICIPALITY

(herein represented by Mr Riaan du Plessis in his capacity as **Director:
Financial Services**)

(hereinafter referred to as "the Municipality")

And

SEARCHWORKS 360 (PTY) LTD

(herein represented bySameer Kumandan....., being duly

authorised thereto

(hereinafter referred to as "the Service Provider")

WHEREBY THE PARTIES AGREE AS FOLLOWS.

1. **PREAMBLE**

- 1.1 The George Municipality has appointed the Service Provider, for a period of three (3) years under Tender No. FIN003 of 2022.
- 1.2 The Service Provider will provide the web-based on-line electronic and information verification to assist the Municipality with searches pertaining to deeds, CIPC (Companies and Intellectual Property Commission) information, consumer tracing, credit checks, bank account and academic qualification verification, etc. on an "as and when needed "basis. (hereafter referred to as the "services")
- 1.3 The Service Provider has accepted such appointment and shall render the services to the George Municipality, on the terms and conditions as set out in this agreement, the tender specifications, the special conditions applicable to this tender, the stipulations in the bid document and the appointment letter dated 16 September 2022, which all form part of this agreement.
- 1.4 The pricing of the services will be done in terms of the pricing proposal submitted by the Service Provider as per Tender No. FIN003 of 2022.

2. **INTERPRETATION**

- 2.1 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:
- 2.1.1 "Agreement" shall mean this Service Level Agreement, together with all the bid documents, and any other annexures hereto, and "this agreement" shall have a corresponding meaning;
- 2.1.2 "Municipality" means the George Municipality;
- 2.1.3 "Parties" means the Service Provider and the George Municipality; and
- 2.1.4 "Appointment Date" means the date on which the final Contract Form (MBD 7.1) was signed.

3. **DURATION**

- 3.1 The Services shall be rendered for a period of three (3) years, from Appointment Date (**21 September 2022**), subject to compliance with any legislative prescripts.

4. THE SERVICES

- 4.1 The Service Provider will provide the web-based on-line electronic search and information verification to assist the Municipality with searches pertaining to deeds, CIPC (Companies and Intellectual Property Commission) information, consumer tracing, credit checks, bank account and academic qualification verification, etc. on an “as and when needed “basis.
- 4.2 The Service Provider will prepare and hold workshops and presentations to the Municipality when required.
- 4.3 The Service Provider will ensure compliance with the Protection of Personal Information Act, 2013 (POPIA).
- 4.4 The scope of services comprises of, but not limited to, the following:
- 4.4.1 Property registrations;
 - 4.4.2 Provision of all Deeds Office property transaction types within the specific clearance authority/Municipality, per selected Deeds Office capture date;
 - 4.4.3 Deed search to verify all properties currently and previously owned by an individual;
 - 4.4.4 Directorship and Company information;
 - 4.4.5 Property Valuation Report;
 - 4.4.6 Individual or company in depth property ownership information;
 - 4.4.7 Trust and Trustee information;
 - 4.4.8 Trace information/Contact details/South African ID verification and Credit Bureau information;
 - 4.4.9 Bank Account Verifications;
 - 4.4.10 Monthly update of Credit Bureau Information and Labour Department;
 - 4.4.11 Academic Qualification Verifications; and
 - 4.4.12 Monthly compulsory site visits to the Municipality by a senior consultant;
 - 4.4.13 Bulk deeds data- updated set twice monthly;
- 4.5 The Service Provider will comply with the technical Requirements as included as Paragraph 6 of the Tender Document.

5. **PAYMENT**

- 5.1 The Service Provider shall issue a single monthly tax invoice to the Municipality based on actual expenses incurred during the billing period.
- 5.2 A supporting detailed schedule shall be attached to the tax invoice, providing required information as stipulated in the tender specifications. (Report per user)
- 5.3 Administrator rights for user to verify the detailed schedule and tax invoice.
- 5.4 The following details must be reflected on the tax invoice forwarded to the George Municipality by the Service Provider:
- 5.4.1 The total amount payable regarding the services, activities and outputs, as well as details of time spent on such activities;
 - 5.4.2 VAT payable; and
 - 5.4.3 Relevant "UKEY"
- 5.5 The George Municipality will verify the correctness of the invoice and supporting detailed schedule and notify the Service Provider of any possible discrepancies within 10 (ten) days of receipt of the invoice. If the invoice and supporting schedule are correct the amount due shall be payable within 30 (thirty) days from receipt of the invoice documentation.
- 5.6 If the George Municipality identifies any material discrepancies the invoice and supporting detailed schedule will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) days from receipt of a correct invoice and supporting detailed schedule, provided that the Services to which the relevant invoice and supporting detailed schedule relates have been achieved to the satisfaction of the George Municipality.
- 5.7 The invoice must indicate for which month's services payment is claimed.
- 5.8 That certificate can only take place after the last working day of the month during which the services were rendered, if the service was rendered satisfactorily and the invoice is correct.

6. **ENTIRE AGREEMENT**

- 6.1 This agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this agreement will be of any force or effect unless reduced to writing and signed by the Parties to this agreement.
- 6.2 The Parties agree that, save for the website terms of use applicable to users when logging onto www.searchworks.co.za to perform their data searches, there are no conditions, variations, or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this agreement.

7. **WAIVER**

- 7.1 No waiver of any of the terms and conditions of this agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 7.2 No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
- 7.3 No indulgence, leniency or extension of time which any Party ('the Grantor) may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this agreement.

8. **CONFIDENTIAL INFORMATION**

- 8.1 The Service Provider shall not, during the currency of this agreement, or at any time thereafter, utilize or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information of the George Municipality, government in any other sphere, or any government institution or organ of state.
- 8.2 For purposes of this clause "Confidential Information" shall mean —
- 8.2.1 any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the George Municipality, government in any other sphere, or any government institution or organ of state;
- 8.2.2 any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;
- 8.2.3 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;

- 8.2.4 all information which a third party has in terms of any agreement made available to the George Municipality and which has become known to the Service Provider in the course of rendering the Services; and
- 8.2.5 any dispute between the Parties resulting from this agreement.
- 8.3 The Service Provider shall —
- 8.3.1 use the Confidential Information only for rendering the Services;
- 8.3.2 treat and safeguard the Confidential Information as private and confidential; and
- 8.3.3 ensure proper and secure storage of all Confidential Information.
- 8.4 Any documents or records (including written instructions, notes or memoranda) relating to the Services which are to be provided to the Service Provider or which come into the Service Providers possession during the currency of this agreement, are deemed to be the property of the George Municipality and shall be surrendered to the George Municipality on demand, and in the event of the expiry or termination of this agreement, the Service Provider will not retain any copies thereof or extracts there from without obtaining the prior written permission of the George Municipality.
- 8.5 The Service Provider —
- 8.5.1 acknowledges that he/she has carefully considered the provisions of the clause;
- 8.5.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the George Municipality and the Government of the Republic of South Africa and that if he/she should at any time dispute the reasonableness of this clause, then the onus of proving such unreasonableness shall be on the Service Provider; and
- 8.5.3 acknowledges that he/she has entered into this agreement freely and voluntarily and that no circumstances exist and/or existed for him/her alleging, either now or at any future time, that he was at a disadvantage in agreeing to the restraints set out in this clause, or was not in an equal bargaining position with the George Municipality in agreeing thereto.
- 9. PERFORMANCE MEASURES**
- 9.1 System to be setup and operational within 1 (one) calendar month from date of final award. Failure to do so will result in termination of services at the discretion of the Municipality.
- 9.2 Response times to resolve system issues is 24 hours after the call has been logged. Failure to resolve issues in the required time, on three (3) occasions within a calendar month, will result in a penalty of 5 percent (%) from the monthly invoice.

9.3 Consistent failure and poor service delivery for three (3) consecutive months will result in the termination of the contract.

10. PENALTIES

10.1 The penalties mentioned under Performance Measurement (Clause 9) above, shall be applicable, should the successful bidder fail to adhere to the conditions of contract and shall be deducted from the invoice monthly.

10.2 The Municipality also reserves the right to impose the default terms according to the General Conditions of Contract, which may inter alia lead to cancelation of the contract.

11. TERMINATION

11.1 Either party may terminate the contract if the one party has become bankrupt or insolvent.

11.2 The Municipality may terminate the contract if the Service Provider has:

11.2.1 Substantially failed to comply with contract obligations;

11.2.2 Substantially hindered the service delivery of the Municipality;

11.2.3 Assigned the Contract to another service provider without the prior approval of the Municipality.

11.3 Continued poor performance may be used by the Municipality as grounds to terminate the contract.

12. BREACH CLAUSE

12.1 If the Service Provider breaches the terms and conditions of this agreement, the Municipality must notify the Service Provider in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach.

12.2 In the event of the Service Provider failing or being unable to remedy the breach the Municipality may, without prejudice to any other rights it may have in law, exercise all or any of the following rights to:

12.2.1 Cancel this Agreement and/or;

12.2.2 Demand specific performance, together with a claim for any damages and interest.

12.3 If the Municipality breaches the terms and conditions of this Agreement, the Service Provider must notify the George Municipality in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach.

12.4 In the event of the Municipality failing to or being unable to remedy the breach, the Service Provider without prejudice to any other rights it may have in law, exercise all or any of the following rights:

12.4.1 Cancel the Agreement; or

12.4.2 Demand Specific Performance together with a claim for any damages and interest.

12.5 The Service Provider accepts liability for all legal costs, including attorney and own client charges and collection charges, and other expenses of any nature whatsoever, which may be incurred by the Municipality by reason of the Service Provider breach of any term or condition of this Agreement.

13. NOTICE AND DOMICILIUM

13.1 The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in term of this agreement, the following addresses:

THE GEORGE MUNICIPALITY:

Municipal Manager
George Municipality
71 York Street, third floor, Civic Centre
George
6530

THE SERVICE PROVIDER:

Searchworks 360 (Pty) Ltd
55 Sixth Road, Hyde Park,
Johannesburg
2196

13.2 All notices to be given in terms of this agreement shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.

13.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) business days after the date of posting.

13.4 Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the Parties from the other Party shall be adequate written notice of communication to such Party.

14. **DISPUTE**

14.1 If any dispute arises between the parties in connection with or arising out of this MOA, the parties shall make every effort to resolve amicably, such dispute or difference by mutual consultation.

14.2 Should a dispute which pertains to this MOA arise between the parties to this MOA then the parties can agree to refer the dispute in question to arbitration.

14.3 Referral to arbitration must be by way of written notice delivered to the domicilium citandi et executandi of the other party/ies involved in the dispute.

14.4 In the event of arbitration, the parties shall use their best endeavours to ensure that the arbitration is held and concluded, and a decision handed down within 30 (thirty) working days after the delivery of the referral to arbitration.

14.5 The arbitrator shall be a person agreed between the parties to the dispute alternatively and party to the dispute may request the Chairperson for the time being of the Legal Practice Council (Western Cape Provincial Office) to appoint an arbitrator, which he is authorised to do in his sole discretion, save that the appointed arbitrator must be independent.

14.6 The arbitrator shall have the fullest and freest discretion regarding the procedure applicable to the proceedings; whether he shall require assessors to assist in his decision making; as well as the venue and timing thereof, subject to the other terms of this clause 12.

14.7 The arbitrator's decision shall be final and binding.

14.8 The arbitrator may make an award as to his/her costs.

14.9 The provisions of the Arbitrations Act, Act 42 of 1965, shall apply to this arbitration.

14.10 A party to this MOA may institute court proceedings if:

14.10.1 Same is necessary for the protection of any rights pending the resolution of an arbitration in terms hereof; or

14.10.2 Same is necessary to obtain relief where grounds justifying urgent relief exist;

14.10.3 Same is necessary to compel a party to abide by the terms of this arbitration clause.

15. JURISDICTION

- 15.1 The Parties hereby consent to the jurisdiction of the Western Cape High Court, George and the Magistrate Court, George for all actions or proceedings and/or to settle any dispute, which may arise out of or in connections with this Agreement.

16. ASSIGNMENT, CESSION AND DELEGATION

- 16.1 The Service Provider shall not assign, cede or transfer any of its rights, interests and obligations (in whole or in part) under this contract.

17. INJURY OR DAMAGE TO PERSON OR PROPERTY


- 17.1 The Service Provider shall indemnify and keep indemnified the Municipality against all losses and against all claims for injury or damage to any person or property whatsoever, which may arise out of or in consequence of the Service Provider or Service Provider's employees providing the services and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof or in relation thereto.

18. **SIGNATURE**


This agreement is signed by the parties on the date and at the places recorded herein.


Signed at Century City, Cape Town on this 14th day of February 2023

AS WITNESSES:

1 
Signature

Deonette Nieuwoudt
Full Name and Surname


**Mr Sameer Kumandan, in his capacity
as Managing Director on behalf of
Searchworks 360 (Pty) Ltd**

2 
Signature


George Nieuwoudt
Full Name and Surname

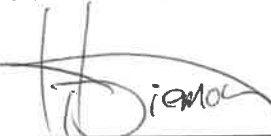
Signed at GEORGE on this 20th day of February 2023 ^{id}

AS WITNESSES:

1 
Signature

George Gouws
Full name and Surname


**Mr Riaan du Plessis in his capacity as
Director: Financial Services, on
behalf of George Municipality**

2. 
Signature

Hein Diemont
Full Name and Surname

