

**SERVICE LEVEL AGREEMENT**

Entered by and between

**THE GEORGE MUNICIPALITY**

(Herein represented by Mr. Trevor Botha in his capacity as Municipal Manager)

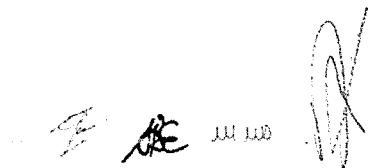
(Hereinafter referred to as "the George Municipality")

And

**AFSOL PUBLIC TRANSPORT (PTY)LTD**

(Hereinafter referred to as "the Service Provider")

(Hereinafter represented by Mr Dhaafier Achmat)

Handwritten signatures and initials at the bottom right of the page, including a large signature and several smaller initials.

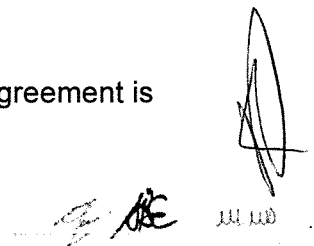
**PREAMBLE:**

- A. The George Municipality has appointed the Service Provider, for a period of three (3) years, for the supply and installation of a vehicle tracking and camera system for the Municipal Fleet and a camera system for the GO GEORGE buses under Bid No PS001 OF 2019 (hereafter referred to as the "Service")
  
- B. 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 March 2020, which will form part of this agreement.

**WHEREBY THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:
  - 1.1.1. **"Agreement"** shall mean this Service Level Agreement, together with the bid documents, and any other annexures hereto, and **"this Agreement"** shall have a corresponding meaning;
  
  - 1.1.2. **"Municipality"** means the George Municipality;
  
  - 1.1.3. **"Parties"** means the Service Provider and the George Municipality; and
  
  - 1.1.4. **"Signature Date"** means the date on which this Agreement is signed by the party signing last in time.

Handwritten signatures of the parties, including a large signature on the right and smaller ones on the left.

## 2. DURATION

The Services shall be rendered as follows:

A period of three years, starting from 16 March 2020.

## 3. THE SERVICES

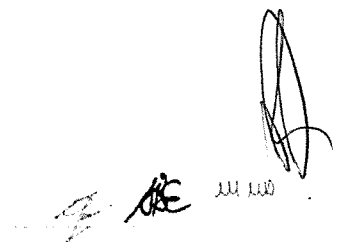
3.1 The Service Provider shall render the services to the George Municipality, in accordance with the tender specifications, the special conditions applicable to this tender, the stipulations in the Bid document and on the terms and conditions set out in this Agreement.

### 3.2 **New Vehicle Tracking and Camera Installations – Municipal Fleet**

3.2.1 When the Municipality purchases new vehicles and equipment, the Service Provider shall be given the vehicle details e.g. license number, VIN number, registration number etc. and a purchase order for the installation of the tracking unit and or camera unit or both. The Municipality will provide the Service Provider with a Vodacom Sim Card for camera equipment and the Service Provider will provide the Sim Card for tracking equipment.

3.2.2 The Service Provider will make a technician available within 24 hours of placement of the purchase order and the Municipality will ensure that the vehicle is available for the installation which will take place onsite at the Municipal Vehicle Workshop. The Service Provider will ensure that there is a holding stock of 10 vehicle tracking units at all times. Should additional stock be required a lead time of 8 to 10 weeks will apply.

3.2.3 A standard rental agreement will be entered into once the installation is complete and signed off.

Handwritten signatures and initials at the bottom right of the page, including a large signature and the initials 'M M'.

**3.3 Replacement of existing Vehicle Tracking and Camera Installations – Municipal Fleet**

3.3.1 Replacement of the current Netstar tracking equipment will take place on a weekly basis until the entire fleet has been updated. The Municipality will provide the Service Provider with a list of vehicle details, a Sim Card and a purchase order for the installation costs. The Municipality will provide the Service Provider with a Vodacom Sim Card for camera equipment and the Service Provider will provide the Sim Card for tracking equipment.

3.3.2 The Service Provider will make a technician available within 24 hours of placement of the purchase order and the Municipality will ensure that the vehicle is available for the deinstallation of the Netstar tracking unit and the installation of the AFSOL PT tracking unit which will take place onsite at the Municipal Vehicle Workshop. The Service Provider will ensure that there is a holding stock of 5 camera units at all times. Should additional stock be required a lead time of 8 to 10 weeks will apply.

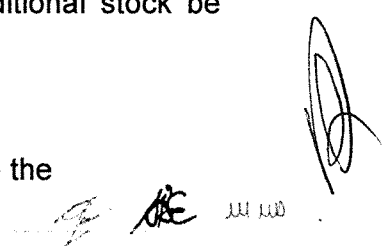
3.3.3 A standard rental agreement will be entered into once the installation is complete and signed off.

**3.4 New Camera Installations – GO GEORGE Bus Fleet**

3.4.1 The Municipality will provide the Service Provider with a purchase order for the installation of a camera system in new buses. The Municipality will provide the Service Provider with a Municipal Vodacom Sim Card.

3.4.2 The Service Provider will make a technician available within 24 hours of placement of the purchase order and the Municipality will ensure that the bus is available for the installation which will take place onsite at the GO GEORGE Bus depot. The Municipality will arrange for access to the depot for the Service Provider. The Service Provider will ensure that there is a holding stock of 5 camera units at all times. Should additional stock be required a lead time of 8 to 10 weeks will apply.

3.4.3 A standard rental agreement will be entered into once the installation is complete and signed off.



**3.5 Replacement of Current Camera Installations – GO GEORGE Bus Fleet**

3.5.1 The Municipality will provide the Service Provider with a purchase order for the installation of a camera system in new buses. The Municipality will provide the Service Provider with a Municipal Vodacom Sim Card.

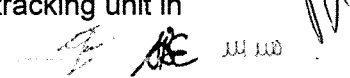
3.5.2 The Service Provider will make a technician available within 24 hours of placement of the purchase order and the Municipality will ensure that the bus is available for the installation which will take place onsite at the GO GEORGE Bus depot. The Municipality will arrange for access to the depot for the Service Provider. The Service Provider will ensure that there is a holding stock of 5 camera units at all times. Should additional stock be required a lead time of 8 to 10 weeks will apply.

3.5.3 A replacement program will be developed between the Service Provider, George Link (Pty) LTD and George Municipality. The replacement program will run concurrently with no less than 2 GO GEORGE bus fitments per day until all installations are complete.

3.5.4 A standard rental agreement will be entered into once the installation is complete and signed off.

**3.6 THE SERVICE PROVIDER** shall be responsible for the deinstallation of the Netstar equipment in the Municipal Fleet and the GO GEORGE Bus Fleet at no cost to the George Municipality, and the return of the equipment to Fleet Management Services, 122 Mitchell Street, George Central. Deinstallation of AFSOL equipment will also be at no cost to the George Municipality however reinstallation of AFSOL equipment would be subject to an installation cost as per the tender's pricing schedule.

**3.7 THE SERVICE PROVIDER** shall be responsible for the deinstallation of the Netstar equipment and the installation of AFSOL equipment in the private vehicles of the Essential Car Scheme Participants, and the return of the equipment to Fleet Management Services, 122 Mitchell Street, George Central. Written consent of the scheme participant to install a tracking unit in

Handwritten signatures and initials, including a large stylized signature on the right and smaller initials 'AE' and 'JL' on the left.

their private vehicle will be provided to the Service Provider. Safe keeping of the de-installed equipment will be the responsibility of George Municipality, Afsol will not be liable for any damages that occur during the de-installation or installation of equipment into scheme participant's vehicle. The costs will be borne by George Municipality.

**3.7.1 THE SERVICE PROVIDER** will also be responsible for the installation of an entry level tracking unit into the vehicles of all new Essential Car Scheme Participants of which the costs will be borne by George Municipality. The installation will not require a driver tag installation.

**3.8 THE SERVICE PROVIDER** will perform weekly installations and maintenance on Wednesdays and Thursdays. No less than 2 camera installations and 6 vehicles per day will be attended to. George Municipality will provide a vehicle attendance schedule.

**3.9 THE SERVICE PROVIDER** will provide quotations for below items as and when required of which the costs will be borne by George Municipality providing that there is available budget and procurement thereof will be subject to the approval of a deviation: -

- a. Driver Tags
- b. Sim Cards
- c. Data charges and Airtime charges
- d. Any additional training requirements after the initial 2-hour training session
- e. Any additional miscellaneous and sundry items required

**3.10 THE SERVICE PROVIDER** will provide separate invoices for for the George Municipality and the GO GEORGE bus fleet. These invoices will include call-out fees, fault finding and minor repairs when the unit is not functioning due to fault caused by the driver and or George Municipality or a Service Provider of the George Municipality.

#### 4. WARRANTY TERMS AND CONDITIONS

##### 4.1 TRAINING

The Service Provider will provide one 2-hour training session for tracking staff. After which any additional training requirements will be paid for by George Municipality.

##### 4.2 MAINTENANCE

Should any unit fail to operate correctly then the Service Provider's shall repair or replace such unit at the Service Provider's cost provided that: -

4.2.1 the vehicle is made available to the Service Provider to do the maintenance.

4.2.2 that the unit and or equipment has not been damaged by a vehicle accident, fire, theft, public unrest / protest actions and or Acts of God.

4.2.3 that the Service Provider's equipment is strictly and solely maintained by the Service Provider.

##### 4.2.4 Support and Escalation Process:

Email must be sent to [PT\\_MOG@AFSOLgroup.com](mailto:PT_MOG@AFSOLgroup.com)

For Emergencies: 0861123765

##### 4.2.5 Response Times to Breakdowns:

Monday to Friday: Working Hours: (8am - 5pm)

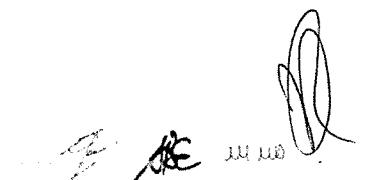
Call Outs: <5km: 6 hours

<20km: 12 hours

After hours support telephonically

##### 4.2.6 Installation profile for Emergency Vehicles:

For emergency vehicles and essential services vehicle allowances can be made for the vehicle to function without requiring the tag.



#### **4.3 MONITORING**

George Municipality will be responsible for tracking and camera monitoring for the municipal fleet. The GIPTN unit will be responsible for camera monitoring for the GO GEORGE Bus Fleet.

#### **4.4 SERVER AND HOSTING**

4.4.1 The George Municipality is responsible for providing a server and IT infrastructure for the camera systems.

4.4.2 Video Recording: 1TB on-board storage space available on each vehicle and the MOG is responsible for the downloading of the footage to an on-site backup server. The Service Provider will assist and support the MOG in setting this environment up. MOG will borne the cost of this infrastructure.

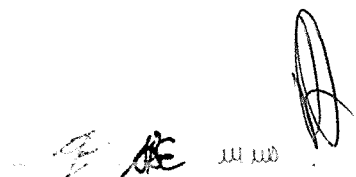
### **5. REPORTING AND LEVELS OF SERVICE TO BE RENDERED BY THE SERVICE PROVIDER**

5.1 The Services referred to in clause 3 of this Agreement must be performed in a professional and impartial manner.

### **6. PAYMENT**

6.1 The George Municipality shall pay the Service Provider, in accordance with the price schedule of this Agreement, within 30 (thirty) days of receipt of a detailed tax invoice, provided that the Services to which the tax invoice relates have been completed to the satisfaction of the George Municipality.

6.2 The following details must be reflected on the invoice forwarded to the George Municipality by the Service Provider:

Handwritten signatures and initials at the bottom right of the page, including a large signature and several smaller initials.



6.2.1 The total amount payable regarding the activities and outputs referred to section 3 in of this Agreement, as well as details of time spent on such activities; and

6.2.2 VAT payable.

6.3 The George Municipality will verify the correctness of an invoice and notify the Service Provider of any possible discrepancies within 10 (ten) days of receipt of the invoice. If the invoice is correct the amount due shall be payable within 30 (thirty) days from receipt of the invoice.

6.4 If the George Municipality identifies any material discrepancies the invoice 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, provided that the Services to which the relevant invoice relates has been achieved to the satisfaction of the George Municipality.

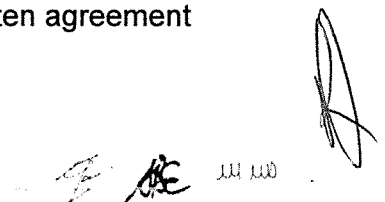
6.5 Payments by the George Municipality to the Service Provider shall be made into a bank account in South Africa, as identified in writing by the Service Provider to the George Municipality.

6.6 The George Municipality shall not reimburse the Service Provider for expenses such as parking, computer consumables, telephone calls, travel and accommodation costs that are incurred to render the Services.

## 7. INDEPENDENT CONTRACTOR

7.1 The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer/employee relationship shall exist between the Parties.

7.2 This Agreement replaces any other previous verbal or written agreement entered between the Parties.

Handwritten signatures and initials at the bottom right of the page, including a large signature and several smaller initials.

**7.3 EXCLUSIONS**

If the Network is down, AFSOL PT will not be held responsible for the impact thereof. This includes all cellular equipment including sim-cards, satellite-based connectivity services not supplied by AFSOL PT.

**8. ENTIRE AGREEMENT**

8.1 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.

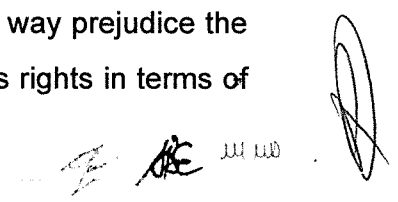
8.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

**9. WAIVER**

9.1 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.

9.2 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.

9.3 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.

Handwritten signatures and initials at the bottom right of the page, including a large circular signature and several smaller initials.

**10. CONFIDENTIAL INFORMATION**

10.1 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.

10.2 For purposes of this clause "Confidential Information" shall mean -

10.2.1 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;

10.2.2 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;



10.2.3 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;

10.2.4 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

9.2.5 any dispute between the Parties resulting from this Agreement;

10.3 The Service Provider shall -

10.3.1 use the Confidential Information only for rendering the Services;

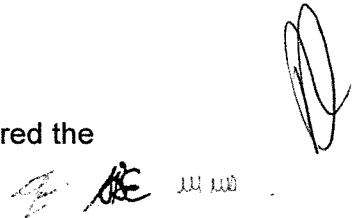
10.3.2 treat and safeguard the Confidential Information as private and confidential; and

10.3.3 ensure proper and secure storage of all Confidential Information.

10.4 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 Provider's 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.

10.5 The Service Provider –

10.5.1 acknowledges that he/she has carefully considered the provisions of the clause;

Handwritten initials and a large scribble.

10.5.2 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

10.5.3 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.

## 11. BREACH

11.1 The George Municipality may through its employees ensure that all specifications as stipulated are adhered to. Within one (1) day of the receipt of notice in writing from the MUNICIPALITY calling upon it to do so, the Service Provider shall provide reason for failing to adhere to the specifications as stipulated herein.

11.2 Failing which the George Municipality shall be entitled to cancel and annul this contract without prejudice to the right of recovery from the Service Provider such amount in respect of loss or damage which the George Municipality may have sustained or expenses which may be entailed upon the George Municipality by reason of the failure of the Service Provider to observe and fulfil the conditions or performs or has performed unsatisfactorily under this contract.



**12. DAMAGES IN LIEU OF PENALTIES**

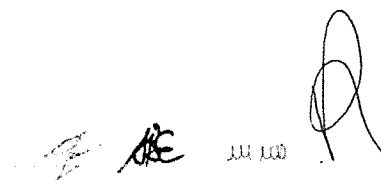
- 12.1 It is recorded and agreed that, in the event that the Service Provider fails to deliver goods or render services within the period stipulated in this Agreement, the George Municipality shall be entitled to impose penalties on the Service Provider, as set out in clause 22 and 23 of the GCC.
- 12.2 The George Municipality can also, as per the Tender specifications, claim a penalty of R1500.00 per day, for late deliveries, excluding any conditions covered by Force Majeure, in terms of Clause 17.
- 12.3 The George Municipality's right to impose penalties shall not in any way detract from the Municipalities right to claim damages in lieu of penalties in the event of a breach by the Service Provider of any or all of the terms and conditions 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:**

Mr T Botha  
Municipal Manager  
George Municipality  
71York Street  
George  
6530



**THE SERVICE PROVIDER:**

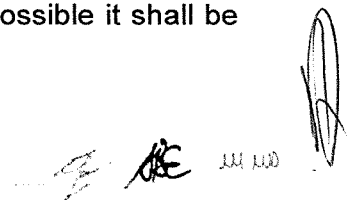
AFSOL Public Transport (Pty) Ltd  
60 Plantation Road  
**Wetton**  
7800

- 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**

In event of a dispute arise between the parties, it will be resolved as follows:

- 14.1 The parties hereby agree that in the event of a dispute arising out of this agreement then resolution of this dispute must be attempted by the way of consultation between the parties. If the consultation process does not lead to a resolution of the dispute, within 10 days, then the parties agree to refer the dispute for arbitration.
- 14.2 All arbitration proceedings shall be conducted in George. The arbitration shall be conducted informally, but in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that if possible it shall be concluded within ten days of referral.



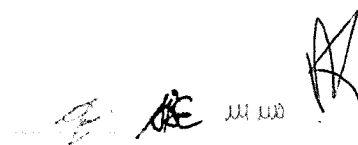
- 14.3 If the parties cannot agree on the appointed of an Arbitrator within three days after arbitration has been agreed upon, then the President for the time being of the Cape Bar Council will be requested to appoint the arbitrator.
- 14.4 The fees payable to the arbitrator shall be determined and agreed to between the arbitrator and the parties and the parties shall be jointly and severally liable for the payment of the arbitrator's fees. Any party may request the other party to deliver an acceptable guarantee or reasonable deposit for his portion of the cost.
- 14.5 The Arbitrator shall be requested to hand down his/her award within ten days after the completion of the arbitration.
- 14.6 The decision of the Arbitrator shall be final and binding and may be an order of the Cape of Good Hope Provincial Division of the High Court upon the application by and party to the arbitration.

**15. ASSIGNMENT, CESSION AND DELEGATION**

The Service Provider may not assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the Municipality, which consent shall not unreasonably be withheld or delayed.

**16. INJURY OR DAMAGE TO PERSON OR PROPERTY**

The Contractor 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 Contractor or Contractor employees providing the services and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof or in relation thereto.



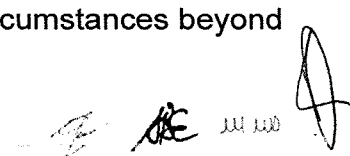


**17. ASSIGNMENT**

Neither of the parties shall be entitled to cede its rights or assign its obligations in respect of this agreement without the prior written consent of other party, which consent shall not be unreasonably withheld.

**18. FORCE MAJEURE**

- 18.1. If *force majeure* causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period during which the *force majeure* prevails.
- 18.2. Written notice of the *force majeure* specifying the nature and date of commencement thereof shall be dispatched by the Party seeking to rely thereon to the other Party as soon reasonably possible after the commencement thereof, but no later than three (3) calendar days from date of commencement.
- 18.3. Written notice of the cessation of the *force majeure* shall be given by the Party who relied thereon within three (3) days of such cessation.
- 18.4. No Party shall subsequently be obliged to comply with obligations suspended during such period.
- 18.5. For purpose hereof, force majeure includes any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport and interruption in product supply, caused by the supplier, flood, storm, fire (or without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the party claiming *force majeure*.
- 18.6 It is specifically agreed by the Parties that any epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control are a force majeure events for the purposes of this Agreement. By signing this Agreement, neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party.

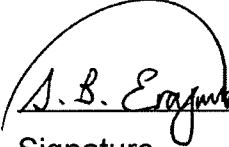


SIGNED AT GEORGE ON THIS 18TH DAY OF AUGUST 2020




THE GEORGE MUNICIPALITY

AS WITNESSES:

  
\_\_\_\_\_  
Signature

SB ERASMUS

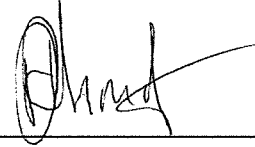
Name also in capital letters

  
\_\_\_\_\_  
Signature

M Mc Donald

Name also in capital letters

SIGNED AT WETTON ON THIS 20<sup>th</sup> DAY OF OCTOBER 2020

  
\_\_\_\_\_

AFSOL PUBLIC TRANSPORT (PTY) LTD

AS WITNESSES:

  
\_\_\_\_\_

Signature

RAYGHANA ABRAHAMS

Name also in capital letters

  
\_\_\_\_\_

Signature

Robert Oxenham

Name also in capital letters