



SERVICE LEVEL AGREEMENT

MADE AND ENTERED INTO BETWEEN

MOSSEL BAY MUNICIPALITY

Herein represented by Mr. C Puren in his capacity as Municipal Manager properly authorised thereto in terms of Resolution E319-10/2025.

(hereinafter referred to as the Municipality)

AND

WASTE CARRIERS (PTY) LTD Registration number 2014/126482/07

Herein represented by Mr. Z A Engar, in his/her capacity as Managing Director properly authorised thereto.

(Hereinafter referred to as the Service Provider)

PREAMBLE

WHEREAS the Municipality requested tenders in terms of Tender 49/2025/2026 for the Collection of Recyclable Waste for Mossel Bay Municipality for the period ending 30 June 2030; and

WHEREAS after following a competitive bidding process in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003 (MFMA) and Supply Chain Management Regulations, the Municipality followed the prescribed Section 33 process in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003; and

WHEREAS the Municipality has by virtue of Council Resolution _____ resolved to enter into a service level agreement with the Service Provider for the aforementioned services on the terms and conditions as hereinafter described.

DEFINITIONS AND INTERPRETATION

In this agreement, unless the context indicates otherwise-

- i. An expression, which denotes any gender, includes the other genders, a natural person includes a judicial person and vice versa, and the singular includes the plural and vice versa;
- ii. Clause headings are for convenience only and shall not be taken into account in the interpretation of this Agreement;
- iii. The following expressions shall bear the meanings assigned to them-

“agreement”: this Service Level Agreement (SLA) together with the tender documentation and any other annexures hereto;

“Intellectual Property Rights” means all current and future intellectual property rights of whatever nature in relation to or attaching to the Software, including, but not limited to, all vested, contingent and future patents, copyrights, data, designs, source codes, inventions, processes, know-how or techniques incorporated and / or embodied in the Software and / or Hardware, trademarks, service marks and other rights of a similar character, whether or not the same are registered or capable of registration.

“parties”: Waste Carriers (Pty) Ltd and Mossel Bay Municipality;

“Service Provider” means Waste Carriers (Proprietary) Limited, a private company duly registered and incorporated with limited liability in accordance with the company laws and related acts, of the Republic of South Africa

- iv. The tender documentation, incorporated herein, forms part of the agreement between the parties;
- v. In the event of any inconsistency between the provisions of this Agreement (SLA) and the tender documentation, the provisions of tender documentation shall prevail;
- vi. This agreement shall be interpreted in accordance with the laws of the Republic of South Africa.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. APPOINTMENT

- 1.1 The Municipality hereby appoints the Service Provider to render services to the Municipality.
- 1.2 Notwithstanding the date of signature hereof, this agreement shall commence on 1 March 2026 and shall terminate on 30 June 2030; and will be subject to an annual review in terms of Section 116 of the Municipal Finance Management Act, No. 56 of 2003.
- 1.3 This agreement may be terminated by means of at least 12 (twelve) months prior written notice by any party to the other, subject to the following conditions:
 - 1.3.1 That the agreement may be terminated in terms of clauses 19 and 25 at any time when these clauses may be applicable.
 - 1.3.2 The agreement may be terminated within a lesser period of 12 (twelve) months as agreed to in writing and signed by both parties..

2. WARRANTY AND ACCEPTANCE BY THE SERVICE PROVIDER

- 2.1 The Service Provider, in accepting this appointment, expressly warrants that it possesses or has ready access to the appropriate skills to execute all its obligations in terms of this agreement and herewith provides an unconditional warranty that it has the authority to provide the service as stipulated in this agreement.
- 2.2 The Service Provider expressly accepts that its services could be terminated on the grounds contained hereinafter and that the Municipality is not obliged to utilise the service of the Service Provider for any minimum period and that, upon termination, it would receive such fees and disbursements as are provided herein.

3. SCOPE OF WORK

The Service Provider is herewith appointed for the collection of recyclable waste for and on behalf of the Mossel Bay Municipality for the period ending 30 June 2030.

4. CONDITIONS

- 4.1 The Service Provider confirms that it has a suitable premises where recyclable waste will be received, weighed, sorted, bailed and stored and undertakes to submit proof to the Municipality in this regard.
- 4.2 The Municipality will provide blue or clear recycling bags (size 750x950 in depth 40 micron), however the Service Provider confirms that it will have bags readily available, supplied by the Municipality, if requested thereto by the public.
- 4.3 The collection of recycling bags will be done in each residential area, complexes and accommodation of establishments on the same day of the municipal refuse removal as indicated per Annexure B of this agreement; or as approved by the Director: Community Services or her delegate.
 - 4.3.1 This schedule indicated per Annexure B is indicative and may be subject to minor changes during each year, and this will be communicated to the service provider.
 - 4.3.2 As new residential and/or business developments achieve occupancy, they will be added to the schedule, and the service provider will be expected to deliver the service accordingly.
- 4.4 The Service Provider shall ensure that all recyclables shall be collected before 17:00 daily from Monday to Friday, including public holidays.
 - 4.4.1 Collection of recyclables in the Central Business District (CBD) are to occur twice daily and three times daily during peak holiday periods.
- 4.5 The Municipality or its delegated official reserves the right to monitor the Service Provider's work and give instructions to the Service Provider.

- 4.6 The Service Provider or his/her employees are not bound by the Mossel Bay Municipality's conditions of service and this agreement shall under no circumstances be interpreted as an employment contract by Mossel Bay Municipality.
- 4.7 The Service Provider will not hold Mossel Bay Municipality responsible for any injuries to his/her employees during the contract period and must at all times ensure that the premises and workers comply with relevant health and safety regulations.
- 4.8 The Service Provider will act as employer and herein undertakes to therefore comply with all labour safety or any other applicable legislation.
- 4.9 The Service Provider shall remove the recyclable waste at the Municipal Swop shops and must provide groceries or incentives.
- 4.10 The Service Provider shall buy recyclable material from authorised waste reclaimers that operate at municipal waste disposal facilities as well as municipal refuse storage areas.
- 4.11 The Service Providers may be requested to provide 6 cubic meter skip containers for recyclable material at strategic points identified by the Municipality, such as drop off points and transfer stations.
- 4.12 The Service provider undertakes that non-recyclable material shall be disposed at Petro SA or alternative landfill at the cost of the Service Provider.
- 4.12.1 The Service Provider will be responsible for the payment of dumping fees, and such fees must be paid within 30 days from the receipt of an invoice. Dumping fees in 2025/2026 is estimated to be R610 excluding VAT and will be subject to an inflation linked increased each year thereafter. The District Municipality shall confirm the exact dumping fees at the start of each financial year.

AWARNESS AND COMMUNITY PROGRAMMES

- 4.13 The Service Provider undertakes to conduct awareness campaigns quarterly within the Municipal area, to encourage recycling.

4.14 The Service Provider undertakes to on a rotational basis, initiate school competitions and undertakes to do quarterly educational projects within the community, as well as schools.

4.15 The Service Provider shall assist the Municipality to implement programmes to get communities in areas determined by the Municipality involved in recycling such as opening buy-back centres and/or swop shops or implement recycling programmes in phases, etc.

KEY PERFORMANCE INDICATORS

4.16 The following key performance indicators will be applicable to the Service Provider, and the Service Providers' performance in terms of this agreement will be monitored and evaluated in accordance with the key performance indicators as stipulated:

4.16.1 Adherence to Occupational Health and Safety

Standard	Compliance with occupational health and safety on site
Target	100 % achievement
Proof of Evidence	Service provider to confirm who is their appointed Health and Safety Officer at their site within 7 days of start of contract.

4.16.2 Tools and Equipment

Standard	Appropriate tools and equipment are on site to enable effective and efficient service delivery.
Target	100 % achievement
Proof of Evidence	Photographs of tools and equipment to be submitted within 7 days of start of contract.

4.16.3 Timeframes

Standard	Contractor performs/delivers within required timeframe which is the daily collection of recyclables as per refuse removal schedule. Additionally, the CBD area to be done twice daily and
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	three times during holiday seasons
Target	100 % achievement
Proof of Evidence	Tracker report of vehicles to be available on request.

4.17 The Service Provider hereby confirms and accepts the Key Performance Indicators set out in clause 4.11c and will endeavour to attain the targets as set out therein.

4.18 In the event of Non- or Poor Performance of Service Providers, it will be dealt with in terms of Section 43 of the Mossel Bay Municipality: Supply Chain Management Policy.

4.18.1 If at any time during the performance of the agreement, the Service Provider should encounter problems that delays timely performance of services, the Service Provider shall promptly notify the Municipality in writing of the fact of the delay, its likely duration and its cause(s).

4.18.2 If the Service Provider does notify the Municipality, the Municipality shall evaluate the situation and may at its discretion extend the Service Provider's time for delivery or performance, with or without the imposition of penalties.

4.18.3 If the Service Provider does not notify the Municipality in writing of delays in the performance of services and such performance of services does not occur as agreed upon, the Municipality shall after the agreed upon delivery period has lapsed:

- (i) Issue a final notification in writing indicating the remedial action to be taken in terms of the contract conditions unless the Service Provider complies with the contract conditions and delivers satisfactory services within a specified reasonable time.
- (ii) Such time shall not be less than seven (7) calendar days.
- (iii) Should the Service Provider still not perform the service to the satisfaction of the Municipality, despite the final notification, the Municipality may, in addition to any contractual or other remedy, act against the Service Provider and/or address such non- or poor performance in accordance with the dispute resolution procedure.

4.19 The Service Provider accepts that remedial action may be taken should any instances of poor or non- performance be encountered from the Service Provider in the implementation of this agreement.

4.20 A preferred and alternative Service Provider has been appointed in terms of TDR46/2025/2026. The Service Provider must confirm, in writing, within seven (7) days after receipt of appointment letter, that the required services can be delivered. Failure to respond will result in cancellation of the appointment and the first alternative Service Provider will be used.

4.20.1 The first alternative Service Provider must confirm, in writing, within seven (7) days after request from the municipality, that the required services can be delivered. Failure to respond will result in cancellation of the tender and then another relevant procurement process will be followed.

4.20.2 The Accounting Officer or his delegate may negotiate the final terms of the contract with the preferred bidder in terms of Section 25 of the Mossel Bay Municipality's Supply Chain Management Policy.

5. NATURE OF RELATIONSHIP

The parties agree and acknowledge that at all times –

5.1 The Service Provider shall be responsible for its obligations specified in this agreement;

5.2 the Municipality shall be responsible for its obligations specified in this agreement; and

5.3 the provisions of the Basic Conditions of Employment Act, No 3 of 1983 (as amended) and the Labour Relations Act, including other statutes, regulations, agreements or policies that regulate the employer/employee relationship, or any substituted legislation replacing them shall not apply to the relationship between the parties; and

5.4 the scope of the services shall be limited to the agreed scope specified subject to any limitations or exclusions provided for in this agreement or agreed otherwise in writing between the parties from time to time.

5.5 the parties agree and undertake to not under any circumstances approach, solicit or make any kind of alternative work offers to each other's staff members or other directly or indirectly employed human resources for the

duration of this agreement and for a period of 36 (thirty-six) months after this agreement has been terminated.

6. SERVICE MANAGEMENT

- 6.1 For the purpose of liaising from time to time with the Municipality regarding the services, the Service Provider shall appoint an authorised designated representative and supply the Municipality with the relevant contact details of such representative within 7 (seven) days of the commencement date of this agreement.
- 6.2 Any complaints, queries, requests, notices or like information relating to the services which may in any way be reasonably regarded as material to the Service Provider's responsibilities under this agreement shall be communicated in writing forthwith to the designated representative by the Municipality and the Service Provider undertakes to take such action as may be appropriate in a timely manner upon receiving such notice.
- 6.3 This agreement shall not prevent the Service Provider from performing such similar services for any other customers.

7. OBLIGATIONS OF THE MUNICIPALITY

- 7.1 The Municipality shall, unless otherwise agreed in writing –
- 7.1.1 assign a duly authorised representative that shall be responsible for communicating and managing both the content and output of services and monitoring the services to be performed by the Service Provider;
- 7.1.2 not unreasonably interfere with the activities of the Service Provider or its members of staff;
- 7.1.3 in the event of any default or unacceptable performances and acts on the part of the Service Provider to the Municipality's knowledge, bring to the attention of the Service Providers management such knowledge of default or unacceptable performances and acts in a timely manner to enable the Service Provider to take appropriate corrective action as required in terms of this agreement.

8. OBLIGATIONS OF THE SERVICE PROVIDER

- 8.1 For the duration of this agreement, the Service Provider undertakes for the purpose of rendering the services to –

- 8.1.1 comply with safety, health and security requirements of the Municipality;
- 8.1.2 perform the services, as stated in this service level agreement, comprehensively, competently, diligently, to the best of its ability and to the standards set by the Service Provider and required by the Municipality;
- 8.1.3 remain abreast of all developments in the field in respect of which services are being provided to the Municipality;
- 8.1.4 be qualified and capable to provide the services in a professional manner and have the necessary skills, know-how and competence to perform the services;
- 8.1.5 refrain from any action that may be prejudicial or be adverse to the Municipality's standing, reputation or goodwill. The Service Provider shall act in the utmost good faith towards the Municipality including the business or other partners of the Municipality;
- 8.1.6 keep confidential all information it may acquire during the course of execution of this agreement in strict accordance to the provisions of this agreement;
- 8.1.7 comply with all ICT security and other policies of the Municipality which may be applicable to this agreement and usage of the municipal system, where applicable.

9. **CHANGES AND/OR ADDITIONS TO SERVICES**

- 9.1 If the Municipality requires changes to be made to the services of any nature which are beyond the scope of the services agreed between the parties in terms of this agreement, the Municipality shall first consult with the Service Provider to discuss the nature and scope of the requested change where after the Municipality shall formalise its request in writing to the Service Provider setting

out as much detail as possible and available at the time of making the proposal(s);

- 9.2 Forthwith upon receiving the written request, the Service Provider shall acknowledge receipt of the request in writing and either immediately or not more than 30 (thirty) days thereafter confirm receipt and change implementation criteria in writing if to the extent in which the requested changes can be implemented, accommodated or effected either by the Service Provider or its appointed agent, if at all – including any and all details concerning its (the Service Provider's) requirements, limitations, exclusions and estimated time for completion; together with the additional fees and costs required to be paid to effect the changes,
- 9.3 The Service Providers notice being deemed to constitute an offer ("the offer").
- 9.4 If the Municipality accepts the offer, the Municipality shall sign in acceptance thereof where after the signed offer shall be deemed to constitute a valid addendum to this agreement and be deemed to form a part hereof as if specifically incorporated herein.
- 9.5 The entering into of an Addendum is subject to the necessary legislative requirements in terms of the Municipal Finance Management Act, if applicable.

10. FEES AND DISBURSEMENTS

- 10.1 The Municipality shall remunerate the Service Provider as per the approved cost for services rendered in terms of this agreement as per Annexure A attached hereto.
- 10.2 All prices are inclusive of VAT; collection; dumping fees (as applicable in terms of clause 4.12); cost relating to services rendered in terms of clauses 4.13 and 4.14; and all other cost to deliver the service and shall be valid for the period ending 30 June 2030.

- 10.3 All rates, sum, percentage fees or prices (as applicable) indicated in the pricing schedule attached hereto as Annexure A is final and binding and shall not be subject to any variation throughout the period of this agreement.
- 10.4 All invoices must be submitted to creditors@mosselbay.gov.za.
- 10.5 Payment will be affected within thirty (30) days, after receipt of an official invoice or statement.
- 10.6 If an invoice is identified as incorrect, then the Service Provider shall either issue a corrected invoice if the amount has not yet been paid, or make a correction on the invoice for the month following the month in which the incorrect invoice was issued, if the amount has been paid.
- 10.7 The Municipality may withhold payment of charges, excluding payment of license fees, if any. Should the Municipality dispute payment of charges in good faith or, if the disputed charges have already been paid, the Municipality may withhold an equal amount from a later payment, including disputes in respect of an error in an invoice or an amount paid. Without limiting the generality of the foregoing, if the service provider fails to complete the work required to achieve a payment milestone successfully or deliver a deliverable ready for acceptance in a timely fashion, the Municipality may withhold the payment in respect of the applicable statement of work until the payment milestone has been achieved and such deliverable accepted.

If the Municipality withholds payment of any charges:

- the Municipality shall notify the service provider within 10 business days of invoice date of the charges that it is disputing; and
- the parties shall promptly address such dispute in accordance with the Dispute Resolution Procedure.

If the dispute relates to (or equals, in the case of disputed charges that have already been paid) only certain of the charges included on an invoice, then the Municipality shall pay the undisputed amounts.

11. ASSIGNMENT

Neither party may assign any right or obligations under this agreement without the express prior written consent of the other party.

12. CESSION

The Service Provider shall not be entitled to cede, transfer or make over any rights and/or duties in terms of this agreement to any third party without the prior written consent of the Municipality and which consent shall not be unreasonably withheld.

13. INDEMNITY

13.1. Without detracting from, and in addition to, any of the other indemnities in this Agreement, the Service Provider shall be solely liable for and hereby indemnifies and holds harmless the Municipality against all claims, charges, damages, costs, actions, liability, demands and/or legal proceedings and expenses in connection with:

- 13.1.1 personal injury to any individual or;
- 13.1.2 damage to property; or
- 13.1.3 any claims or legal proceedings instituted by any third party against the Service Provider; or
- 13.1.4 arising from, out of, or in connection with the provision by the Service Provider of the service in terms of this Agreement, save to the extent caused by the gross negligence or willful misconduct of the Municipality.

14. FORCE MAJEURE

14.1 If the performance of the agreement by either party is delayed, hindered or prevented or is otherwise frustrated by the reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall immediately notify the other party in writing, specifying the action of the force majeure and of the anticipated delay in the performance of the services agreed to herein.

14.2 The Municipality may either cancel the agreement or suspend the performance of the agreement for such period as the parties may mutually agree upon.

14.3 Should the force majeure persist for a period longer than that agreed upon by the parties, the parties may mutually agree to terminate the agreement. In this event the Municipality shall pay all fees and disbursements due and outstanding to the

service provider within the financial limits of the agreements up to and including the date of termination.

15. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL

- 15.1 The Service Provider acknowledges that any and all of the trademarks, trade names, copyrights, patents and all other intellectual property and intellectual property rights used and/or embodied in and/or existing in connection with the Service and/or resulting there from, and/or which may come about due to provision of the services, as well as any documentation, will be and shall solely remain the property of the Municipality. The Service Provider will not during, and/or at any time after the expiry and/or termination of this License in any way question or dispute the ownership and right of the Municipality.
- 15.2 The Municipality acknowledges that any and all of the trademarks, trade names, copyrights, patents and all other intellectual property and intellectual property rights used and/or embodied in and/or existing in connection with the Software and/or resulting there from, and/or which may come about due to any update of the Software, as well as any documentation, will be and shall solely remain the property of the Service Provider. The Municipality will not during, and/or at any time after the expiry and/or termination of this License in any way question or dispute the ownership and right of the Service Provider.
- 15.4 The Parties shall not subject to the conditions of this agreement with directly or indirectly, for the duration of the Agreement or at any time thereafter:
- 15.4.1 claim ownership of the Intellectual Property Rights of the Service Provider;
 - 15.4.2 use the Intellectual Property or any confusingly similar trademark or other intellectual or industrial property in any manner not expressly authorised in writing by the Service Provider;
 - 15.4.3 submit any application to register the Intellectual Property or any other trademark or service mark, copyright, design right or invention of the Service Provider, without the Service Provider's prior written consent.

16. CONFIDENTIALITY

16.1 Each party hereby undertakes for the continuance of this agreement and after termination to the other to –

15.1.1 keep confidential all information (written, including information contained in electronic format, or oral) concerning the business and affairs of the other as well as the Municipality's customers that it shall have obtained or received from the other party ("the information");

16.1.2 not without the other's written consent to disclose the information in whole or in part to any other person save those of its employees involved in the implementation, of this agreement and who have a need to know the same; and

16.1.3 use this information solely in connection with the implementation of this agreement and not for its own or the benefit of any third party.

16.2 The provisions of 12.1 shall not apply to the whole or any part of the information to the extent that it is –

16.2.1 already known to the recipient without obligation of confidence; or

16.2.2 independently developed by the recipient; or

16.2.3 publicly available without breach of this agreement; or

16.2.4 released for disclosure by the disclosing party with the written consent of both parties; or

16.2.5 required to be disclosed in a response to a valid order of court or if disclosure is otherwise required by law.

16.3 The Service Provider will not be under any obligation; and the Municipality agrees that the Service Provider will not be under any obligation or forced in any manner or form; to disclose information about the private information and related activities of the Municipality's employees relating to materials kept on personal or other computing devices; to which the Service Provider will or might have access to during the term of this agreement;

16.3.1 The Service Provider agrees to inform the Municipality of the use of or existence of any such information on the Municipality's network or in the Municipality's environment but the Service Provider will not compromise its obligation to the right of privacy of any and all Page 14 of 43 individuals

as granted to such individuals through the Constitution of South Africa and the Municipality agrees to respect this reserved right as expressed by the Service Provider.

16.3.2 The Service Provider agrees to provide any and all information that it may have to the Municipality to enable the Municipality to fulfil its duties and/or obligations as required by the laws of the Republic of South Africa – but only after receipt of a formal written request has been lodged with the Service Provider by the Municipality.

16.4 Each party hereby undertakes to the other to make all relevant employees and agents aware of the confidentiality of the information and the provisions of this Clause 12 and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, associates or agents with the provisions of this clause 12.

17. LIAISON WITH THE MUNICIPALITY

The Service Provider undertakes to liaise with the Municipality at all times during the tenure of this agreement.

18. INDULGENCES

No indulgence or relaxation which either party may allow to the other in regard to the carrying out of the other's obligation in terms of or pursuant to this agreement shall prejudice such party's rights under this agreement in any manner whatsoever, or be regarded as a waiver of such party's rights in terms of this agreement, or be constructed to act as an estoppel against that party or otherwise strictly enforce compliance of the other obligations in terms of this agreement.

19. SEVERABILITY

Should any provision of this agreement in any manner whatsoever contravene any law of the Republic of South Africa, such provision shall be deemed to be severable and shall not affect any other provision of this agreement nor effect the enforceability of those remaining provisions which are not in contravention of any law.

20. BREACH

20.1 In the event of the Service Provider failing to fulfil on due date any of the terms and conditions of this Agreement or to rectify any other act in breach of this Agreement within fourteen (14) days after being requested to do so in writing, the Municipality shall have the right to either:

20.1.1 cancel the sale by registered letter addressed to the Service Provider, in which event the Service Provider shall forfeit all monies paid to the Municipality or his agent in terms hereof, without prejudice to the Municipality's other legal rights and remedies and the right to claim damages; or

20.1.2 claim fulfilment of all the terms and conditions hereof.

20.2 In the event of the Municipality failing to fulfil on due date any of the terms and conditions of this Agreement or to rectify any other act in breach of this Agreement within fourteen (14) days after being requested to do so in writing, the Service Provider shall have the right to either:

20.2.1 cancel the sale by registered letter addressed to the Municipality and to recover from the Municipality such damages as he/she/they may have suffered; or

20.2.2 claim the immediate fulfilment of all the terms and conditions hereof on specific conditions.

20.3 Should either party ("defaulting party"):

20.3.1 breach any essential provision of this Agreement (irrespective of the materiality of such breach or provision) and fail to remedy such breach within fourteen (14) days after receiving written notice requiring such remedy from the other party; or

20.3.2 being a trust, be revoked, discharged or varied in any manner whatever or suffer any change in its beneficiaries after the signature date; or

20.3.3 being a natural person, publish notice of the voluntary surrender of his estate, or die; or

20.3.4 not being a natural person, be wound-up, liquidated, deregistered or placed under judicial management, in any such event whether provisionally or finally and whether voluntarily or compulsorily, or pass a resolution providing for any such event; or

20.3.5 have any application or other proceedings brought against or in respect of it in terms of which it is sought to be sequestered or placed under curatorship if a natural person, or, if not a natural person, deregistered, wound-up, liquidated or placed under judicial management, in any such event whether provisionally or finally; or

20.3.6 be or become insolvent or commit any act which is or, if it were a natural person, would be an act of insolvency as defined in the Insolvency Act No 24 of 1936; or

20.3.7 being a company, be deemed to be unable to pay its debts in terms of the Companies Act No 61 of 1973; or

20.3.8 compromise or attempt to compromise with, or defer or attempt to defer payment of debts owing by it to, its creditors generally; or

20.3.9 alienate or encumber the whole or a major portion of its assets,

then the other party shall be entitled, without prejudice to its other rights in law including the right to claim damages, to cancel this Agreement or to claim immediate specific performance of all of the defaulting party's obligations, whether or not otherwise then due for performance."

21. DISPUTE CLAUSE

21.1 The parties hereby agree that in the event of a dispute arising out of this agreement then resolution of this dispute may be attempted by way of

consultation between the parties. If the consultation process does not lead to a resolution of the dispute, within ten (10) days, then the parties agree that the dispute may be referred to for arbitration.

- 21.2 All arbitration proceedings shall be conducted in Mossel Bay. The arbitration shall be conducted informally, it being intended that if possible, it shall be concluded within ten (10) days of referral.
- 21.3 If the parties cannot agree on the appointment of a particular arbitrator within three (3) days after arbitration has been agreed upon, the President for the time being of the Legal Practice Council will be requested to appoint an arbitrator.
- 21.4 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 this portion of the cost.
- 21.5 The arbitrator shall be requested to hand down his/her award within ten (10) days after the completion of the arbitration.
- 21.6 The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court upon the application by any party to the arbitration.

22. DOMICILIA CITANDI ET EXECUTANDI

- 22.1 The Parties choose their domicilia citandi et executandi as follows:

MUNICIPALITY:

101 Marsh Street
Mossel Bay
6500
Tel : 044 606 5000
Email: admin@mosselbay.gov.za

SERVICE PROVIDER:

15 Milan Street
Boquinar/Airport Industrial
Cape Town
Tel: 021 370 0149 / 073 2299 188
Email: tenders@wastecarriers.co.za

22.2 Any notice to either party shall be addressed to it at its domicilium and sent by either prepaid registered post or/ facsimile or email or delivered by hand. In the case of any notice:

22.2.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the fourth business day after posting;

22.2.2 dispatched by facsimile or email, on the date of dispatch of such facsimile or email, provided that the correct answer back code of the address or read receipt is received on the facsimile or email;

22.2.3 delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day, or otherwise on the next following business day, save that if delivered by hand a receipt shall be obtained and kept as proof of such delivery.

23. WAIVER

Notwithstanding any express or implied provisions of this agreement to the contrary, any latitude or extension of time which may be allowed by the Municipality in respect of any matter or thing that the Service Provider is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the Municipality's right at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

24. CONSENT TO JURISDICTION

The Parties hereto, in terms of section 45 of Act 32 of 1944, consent to the jurisdiction of the Magistrate's Court for the hearing of any action which may arise directly or indirectly from this Agreement, without prejudice however, to the Municipality or his/her/their agents' right to institute such action in the High Court in the event of their choosing to do so.

25 SEVERABILITY

Should any provision of this agreement in any manner whatsoever contravene any law of the Republic of South Africa, such provision shall be deemed to be severable and shall not affect any other provision of this agreement nor effect the enforceability of those remaining provisions which are not in contravention of any law.

26. ENTIRE AGREEMENT

- 26.1 This agreement, read together with the tender documents constitutes the entire contract between the parties relative to the subject matter hereof and supersedes all representatives, warranties, agreements or undertakings previously made relative to such subject matter, and no such representations, warranties, agreements or undertakings shall be in any force or effect unless contained herein.
- 26.2 No variations of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively.
- 26.3 The annexures to this agreement form an integral part hereof and shall be read as if incorporated herein, and in the event of a conflict between this agreement and the annexures, the annexures shall take preference.

SIGNED at MOSSEL BAY, this _____ DAY OF _____ 2025, in the presence of the undersigned witnesses:

WITNESSES:

1. _____

2. _____

MOSSEL BAY MUNICIPALITY

SIGNED at _____, this _____ DAY OF _____ 2025, in the presence of the undersigned witnesses:

WITNESSES:

1. _____

2. _____

WASTE CARRIERS (PTY) LTD

ANNEXURE A
APPROVED COST

Item nr.	Description	PRICE PER TON (inclusive of VAT and collection) YEAR 1 (Period ending 30 JUNE 2026)	PRICE PER TON (inclusive of VAT and collection) YEAR 2 (1 JULY 2026 TO 30 JUNE 2027)	PRICE PER TON (inclusive of VAT and collection) YEAR 3 (1 JULY 2027 TO 30 JUNE 2028)	PRICE PER TON (inclusive of VAT and collection) YEAR 4 (1 JULY 2028 TO 30 JUNE 2029)	PRICE PER TON (inclusive of VAT and collection) YEAR 5 (1 JULY 2029 TO 30 JUNE 2030)
1	Collection of recyclable waste	R880,00	R968,00	R1 064,80	R1 171,28	R1 288,408

Item nr.	Description	MONTHLY LEASE AMOUNT PER CONTAINER (Inclusive of VAT, delivery and collection) YEAR 1 (Period ending 30 JUNE 2026)	MONTHLY LEASE AMOUNT PER CONTAINER (Inclusive of VAT, delivery and collection) YEAR 2 (1 JULY 2026 TO 30 JUNE 2027)	MONTHLY LEASE AMOUNT PER CONTAINER (Inclusive of VAT delivery and collection) YEAR 3 (1 JULY 2027 TO 30 JUNE 2028)	MONTHLY LEASE AMOUNT PER CONTAINER (Inclusive of VAT, delivery and collection) YEAR 4 (1 JULY 2028 TO 30 JUNE 2029)	MONTHLY LEASE AMOUNT PER CONTAINER (Inclusive of VAT, delivery and collection) YEAR 5 (1 JULY 2029 TO 30 JUNE 2030)
2	6 cubic meter skip container for recyclable material at strategic points identified by the Municipality, such as drop off points and transfer stations	R1 300,00	R1 350,00	R1 400,00	R1 450,00	R1 450,00

ANNEXURE B

REFUSE REMOVAL COLLECTION SCHEDULE

REVIEWED REFUSE REMOVAL COLLECTION SCHEDULE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Diaz Beach, Langeberg Mall, Benevolent Park, Mikeva, Fruit & Veg (Voorbaai), Erica Primary, Mossgas Flats, George Bendle Street, Extension 13 Shops, Scrap Yard Street, De Bakke Caravan Park, Shoprite Kwa-Nonqaba.	Langeberg Mall, Boland Park, Fruit & Veg (Voorbaai), Tuinroete Agri, Caltex Garage (Voorbaai), Industrie Road, Diaz Beach, Toyota Area, Commercial Park	Extension 6, Bolton Street, Patrick Street, Belly Singel, Vakansie Plaas, Mascadore Street, George Bendle Businesses, Langeberg Mall.	Diaz beach-Residential Area, Langeberg Mall, Fruit & Veg (Voorbaai), Tuinroete Agri, Ronat Nissan Commercial Park, Toyota Area.	Langeberg Mall, Boland Park, Ridgeview Primary, D'almeida Shops, Benevolent Park, Mikeva, Caltex- Ext 8, Fruit & Veggies - Voorbaai, George Bendle Businesses, Diaz Skool, 2 Keilen Hok, Creches, Clinic-Sunbeam Creche, St Blaize Creche, Soa Bras High School, D'almeida Sportsground, D'almeida Clinic, Mountainview
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
The following streets in (CBD): Stadsbeplanning, Surroundings of Checkers, Dolfin Café, Marsh, Spring, Dave, Church, Reily, Meyer, Kloof, Powrie, Crook, Bland, Gys Smalberger, Nature Park, Café Havana, Dolfin Café, Life Bayview Hospital – Da Nova, Checkers – Town, Delfino's, Spur Restaurant, Point Hotel, King Fisher, Sea Gypsy, Gannet Restaurant, Busstop in Church str, Oasis Café, Frog Rock Flats, Uppercross str, Kloof, Nautilus Flats, Boa Esperanza Flats, Child Welfare, ACVV-Dorp, Delfino's, Punt Caravan Park, Businesses in Point, Bayview / Broodmandjie Complex, MBM Hoofgebou, Santos Beach, Boa Esperanza	Marsh, Dave, Gys Smalberger Bland, Life Bayview Hospital, Kaai4, Bergsig Woonstelle Gannet, Checkers – Town, Dolphin Café, Seavuna, Santos Beach.	Marsh, Dave, Church, Gys Smalberger, Bland, Schoeman str, Fire Dept, Café Havana, Spring, Church, Child welfare, Meyer, Cuff, Kloof, Powrie, Crook, Life Bayview, Delfino's, Spur, Point Hotel, Sea Gypsy, Gannet, Checkers- Town, Dolphin Café, Montague str, Frog Rock Flats, Uppercross str, St Blaize Terrace, Villa Phillipe, Boa Esperanza, Nautilus Flats, Aalwyn Flats, Elgin House, Meyer str, houses next to station / carwash, Broodmandjie Complex, Santos Beach, De Bakke, Boa Esperanza	Marsh, Santos Beach, Dave, Church, Gys Smalberger, Afro Fishing, Bland, Schoeman str, HR, Café Havana, Spring, Glass 4U, Church, Meyer, Cuff, Kloof, Powrie Bland, Crook, Life Bayview Hospital, Gannet, Dolphin Café, Checkers – Town, Elangeni Flats, Afro Fishing, Seavuna, Oasis Café, Phillip Fourie Flats, NSRI, Milkwood, Police station, Bowling Club, Sea Vuna, Kaai4.	Marsh, Spring, Dave, Church, Reily, Meyer, Kloof, Powrie, Crook, Bland, Gys Smalberger, Café Havana, Checkers-Town, Life Bayview, Child Welfare, Hospital, Delfino's, Spur, Point Hotel, Dolfin Café, Oasis Café, Frog Rock Flats, Uppercross, Boa Esperanza Flats, Route 57 Restaurant, Police Station, Post Office, Santos, De Bakke Trawlers (Friends), Wally Mellville Motors.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Ext 15- Starts at Ocean Ridge Village on Sea, Santos Haven 1 &2, Casino,</p> <p>Heiderand streets: Schoeman Str, Padkamp, 10-17 de Laan, Whole area of 21st Ave, Rheeboek, Tergniet, Total & Engen Garage.</p>	<p>Extension 2, 4, Mossdustria, Farm stall next to Bamyard</p> <p>19,21,22nd avenues, Danie De Jager, Van Riebeeck, Harry Miller, Cecil Shepperd, Golf Estate (Refuse Area), Church Str, Hofmeyer, Hudson, Vintcent, Brunsweg, JB Muller, 18th Ave, St Blaize Complex, Kaapweg, Bergstr, Cornville & small streets between St. Blaize Flats, Rodger, Andrew Joss, Mossdustria, Provincial Hospital, Checkers – Heiderand, Point High School, Park Primary, Businesses in (Schoeman Street)</p>	<p>Nautilusbaai, Springerbaai, Boggomsbaai, Rodger str, Klipper, Hoog, Montagu, Hill str, Court Building, Botanica Heights.</p>	<p>Plazaweg, Seaviewlaan, Louis Van Wyk str, Grant str, Kampers Flats, Western str, Canty, Hall, Lang,1, 4,5,6 de laan, Rudie Barnard, Da Gama str, Ryk Tulbagh str, Con Vivier str, Mike Harris, Ken Andrew, Area behind Da Nova Flats, Point High, Provincial Hospital, Park Primary, Louise Fourie, Total & Engen Garage, Blombos.</p>	<p><u>Danabaai</u></p>
<p>Extension 8, Small Businesses in Ext 8, Soa Bras Hostel, Asla Park, Da Gamaskop SAPS, Child Welfare</p>	<p>Extension 22, The Valley, D'almeida Residential Area, Diaz School, Diaz Hotel.</p>	<p>New Sunnyside, Tarka, Soa Bras High school, Civic Park, Alma Clinic, 800 Erwe.</p>	<p>Extension 13, N2 Industrial Area, Mossgass Flats, Erica Primary, St Blaize Primary, Protea Park, Ext 23, Hillcrest School, Scrap Yards, Nicolaaai Singel, Muller Singel.</p>	<p>Danabaai, Danabaai Businesses.</p>
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Mid- Brak</p>	<p>Asla Park.</p>	<p>7 De Laan.</p>	<p>Kwa-Nonqaba.</p>	<p>Danabaai.</p>
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Hartenbos Residential areas, All the Businesses, ATKV, Shell, Interwaste.</p>	<p>Karoodorp, Strydoms oord, Sonskynvallei, Monte Christo, Dibiki Caravan Park, Hartenbos Landgoed, Seven-day Adventist, Spur-Hartenbos, Spar-Hartenbos, ATKV, Voorbaai single, Lofty Nel str, Rookken Smith str.</p>	<p>Seemeeupark, Menkenkop, All businesses in Hartenbos, ATKV.</p>	<p>Bayview Residential Area, Hartenbos Spar & Spur, ATKV.</p>	<p>Island View, Stop & Stay, All businesses in Hartenbos area, Spur, Pick 'n Pay- Fraaiuitsig, ATKV.</p>

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Great Brak</p> <p>Mossienes, Stasieweg, Suiderkruis, St. Ellen, Eurika Park, Pine Creek Caravan Park, De Lange Complex, Businesses and Restaurants (De Dekke), Shops, Dolphin Creek, Hersham Beach, Island Cove Complex, Tergniet, Toekoms, Pick 'n Pay.</p>	<p>Mar-Ane Park, Bothastrand, Pienaarstrand, Dwarswegstrand, Glentana, Outeniquastrand.</p>	<p>Greenhaven Residential Areas 1 & 2, Total, Pick & Pay (Gbr).</p>	<p>Voorbrug Hoogte, Die Hoogte Noord / Suid, Langstraat, Bergsig, Avondans, Groenkloof, Sandhoogte.</p>	<p>Wolwedans, Businesses and Restaurants & Shops, De Dekke, Pick 'n Pay, Transkaroo Restaurant, Surrounding Businesses.</p>
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Tergniet & Reebok Residential Areas. (Mid Brak).</p>	<p>Fraaiuitsig Residential Area, Seashells, Riverside, Kleinbrak, Part of Reebok. Hartland</p>	<p>Aalwyndal, H/Bos Heuwels, Num Num.</p>	<p>Shell, Interwaste, Bayview Winkels (voor die brug), Rookan Smith, Lofty Nel str, Gericke Street. Outeniquabosch</p>	<p>Groot Sorgfontein, Gesiggie laan, Hartensig, Deovillepark, Kallahari park, Innikol, Fonteine Park, Spar – Fraaiuitsig, Spar (GBR), Woodline, Hoender/Plaas, Hartland</p>
<p>DRIVER:</p> <p>Heiderand streets: Seder, via Checkers Tolbos, Peperboom, Hardekool Crescent via Vuuroring, Koraalboom via Swarthout & Kameeldoring & Ysterhout, Apiesdoring, Pinnacle Park, Heiderand Flats, De Bosse, Mopanie str, Soetdoring, Boekenhout str, Broodboom str, Kokerboom, Olienhout str.</p>	<p>Casino, Correctional Services, Pinnacle Point, Checkers, Seashells, Caltex, Danabaai, Builders Home, Danabaai Shops.</p>	<p>Casino, Blue, J.C.C Camp, Checkers Heiderand, Shoprite, Albert Luthuli Park, Mikeva, Adriaan Rylaan.</p>	<p>Old Traffic offices-Heiderand, Blombosch. Stellenbosch, Herbertsdale, Moss Industria, Checkers, Hr, Fynbos-Kompleks, Heights, Gondwana, Garden Route Casino.</p>	<p>Casino, Checkers, Shoprite - Kwa Nonqaba, Danabaai.</p>
<p>Island Contractor:</p> <p>Island</p>				
<p>Contractor 2</p> <p>Buysplaas, Bartiesfontein, Kleinberg</p>		<p>Brandwag, Ruitersbos</p>		