

TENDER NO.: RICH_06 2025 2026 HIRE OF YELLOW PLANT AT DRY RATE FOR A PERIOD OF 120 DAYS



SERVICE LEVEL AGREEMENT
RFQ NUMBER. RICH_06/2025/2026

**SERVICE LEVEL AGREEMENT FOR HIRE OF YELLOW PLANT (GRADER,
EXCAVATOR AND SIDE DROP 4 TON TRUCK) FOR A PERIOD OF 120 DAYS AT A
DRY RATE**

Between:

RICHMOND LOCAL MUNICIPALITY
(Hereinafter referred to as "the Lessee")

Herein represented by **Mr. B E MSWANE** in his capacity as the **Municipal Manager**

and

AMASHENGE HOLDING (PTY) LTD
(Company Registration Number **2013/097504/07**)
(Hereinafter referred to as "the Lessor")

Herein represented by **MR T P BUTHELEZI** in his capacity as the director duly authorized
hereto.

(Each a "Party" and jointly "Parties")

1. INTRODUCTION

It is recorded that:

- 1.1 The Municipality called for professional services for the APPOINTMENT FOR RFQ No: RICH_06/2025/2026 FOR HIRE OF YELLOW PLANT (GRADER, EXCAVATOR AND SIDE DROP 4 TON TRUCK) FOR A PERIOD OF 120 DAYS AT A DRY RATE
- 1.2
- 1.3 Amashenge Holding (PTY) LTD, Company registration number 2013/097504/07: submitted a request for quote proposal for tender No.: RICH_06/2025/2026.
- The Municipality in terms of its Supply Chain Management procedures appointed
- 1.4 Amashenge Holding (PTY) LTD as the successful bidder relating to Tender: RICH_06/2025/2026 in terms of the confirmation letter dated 11 August 2025. The confirmation letter is Marked Annexure "A"
- 1.5 Amashenge Holding (PTY) LTD accepted the appointment and signed the aforementioned confirmation of appointment letter.

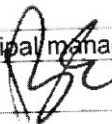
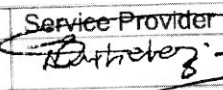
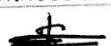
WHEREFORE

- 1.6 The Parties record their terms and conditions of contract set out in this Contract.

2. INTERPRETATION

- 2.1 The headings of the clauses in this Contract are for the purpose of convenience and reference only and shall not be used in the interpretation of or modify the terms of this Contract nor any clause thereof unless a contrary intention clearly appears.
- 2.2 Words importing –
- 2.2.1 the singular includes a reference to the plural and vice versa.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

2.2.2 any one gender includes a reference to the other genders,

2.2.3 a natural person includes a reference to a juristic person and vice versa.

2.3 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.3.1. "Agreement" shall mean this Lease Agreement of Plan hire.

2.3.2. "Breach" means failure by each party to perform its obligations in line with the deliverables under Tender no. RICH 06/2025/2026.

2.3.3. "Commencement Date" means the date on which the provision of contracted services commences or the commencement date of the hire period.

2.3.4. "Contracted Services" means the hire of HIRE OF YELLOW PLANT plant and or the provision of services as stated in the tender proposal.

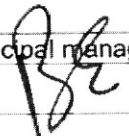
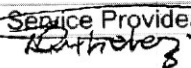
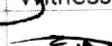
2.3.5. "Hire" means the hire of HIRE OF YELLOW PLANT either with or without an operator.

2.3.6. "Hire period" means the period during which the plant (GRADER, EXCAVATOR AND SIDE DROP 4 TON TRUCK) is hired by the Richmond Municipality.

2.3.7. "Rental Amount" shall mean rental payable by the Lessee to the Lessor, on the agreed date.

2.3.8. "Operator" means a person supplied by to operate the plant Amashenge Holding (PTY) LTD.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

2.3.9. "Plant" shall mean the yellow plant to be hired on callout basis.

2.3.10. "Lessee" shall mean Richmond Municipality.

2.3.11. "Lessor" means Amashenge Holding (PTY) LTD, a private company
duly registered in terms of the Company Laws of South
Africa with registration number 2013/097504/07

2.3.12. "Site" shall mean the address where the YELLOW PLANT will be
delivered to

2.4. Any reference to a statutory provision or enactment shall include references to any
amendment, modification or re-enactment of any such statutory provision or enactment
(whether before or after the date of this Contract). No term in this Contract shall substitute
any rule of law, more specifically in relation to statute.

2.5.1. When any number of days is prescribed in this Contract, it shall be calculated exclusively
of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday
or public holiday, in which case the last day shall be the next succeeding day which is not
a Saturday, Sunday or public holiday.

3. LEGISLATIVE FRAMEWORK

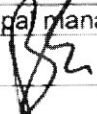
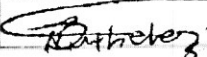
3.1. This contract will be subject to the following legislative framework which were considered
and form the basis of agreement:

3.1.1. The Constitution of the Republic of South Africa, 1996;

3.1.2. Local Government: Municipal Systems Act, 32 of 2000;

3.1.3. Security by Means of Movable Property

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

3.1.4. Local Government: Municipal Finance Management Act 56 of 2003

3.1.5. Municipal Supply Chain Management Regulations

4. CONTRACTED SERVICES

4.1 Amashenge Holdings (PTY) LTD will render the contracted services to the Richmond Municipality which shall include:

4.1.1. Hire of YELLOW PLANT for period of 3 months at a dry rate.

4.1.2. Transporting yellow plant from one site to the other on a callout basis.

4.1.3. The location(sites) to which the abovementioned equipment will be transported is situated around Richmond.

4.2. The Lessee reserves the right to amend the list of plant and equipment to be transported.

5. BUSINESS RELATIONSHIP BETWEEN THE PARTIES

5.1 The parties acknowledge that the contractual relationship between the parties is solely that of an Outsourcing party and Service Provider in compliance with the relevant Act, the Municipal Finance Management Act 56 of 2003.

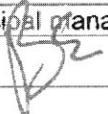
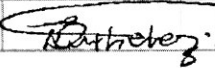
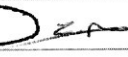
6. RENTAL AMOUNT

6.1. The rental for the hired Plant shall be R 1 768 700.00 inclusive of VAT.

6.2. The rental referred to in 6.1 is inclusive of VAT and shall be payable in arrears, within thirty (30) days of procuring the services.

6.3. The rental shall be paid electronically into the bank account of the Lessor as provided in the tax invoice.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

6. **INVOICING AND PAYMENT TERMS**

- 7.1. The Lessor shall issue tax invoice which shall be submitted to the Lessee monthly. The amount claimed in respect of tax invoices shall be due and payable within thirty (30) days from the date of invoice. Payment shall be effected by electronic funds transfer to the credit of the bank account, the details of which are set out on the tax invoice.
- 7.2. Interest on all amounts due and payable in respect of tax invoices shall accrue at a rate of 2% (two percent) per annum, compounded monthly on all tax invoices that remain unpaid 30 (thirty) days after the date of the tax invoice.
- 7.3. Should the Lessee fail or refuse to timeously pay any or all tax invoices rendered to it, the Lessor reserves the right to:
- 7.3.1. proceed against the Lessee in terms of the law and the costs incurred in respect thereof, shall be recovered from the Lessee on an Attorney and own Client scale.
- 7.3.2. Suspend the rendering of all or any of its contracted services to the Lessee until such time as the tax invoice(s) is or are settled.

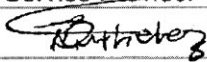
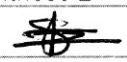
8. **APPOINTMENT AND DURATION**

- 8.1. This Agreement is on callout basis and shall commence on the date of signature by the parties and will remain in force for a **period of 120 DAYS**.

9. **TIME IS OF THE ESSENCE**

- 9.1. Time is of the essence in the execution of the obligations by the Lessor under this Contract. In particular, the Lessor shall at all material times ensure that the hired Plant is made available upon request by the Lessee (Municipality), at the time and date to be set out by the Lessee.
- 9.2. Failure by the Lessor to deliver on its obligations on the contract shall –

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

9.2.1. constitute a material breach of this Contract on the part of the Lessor;

9.2.2. entitle the Lessee to exercise such other remedies available to it in terms of this Contract.

9.3. Nothing in this clause shall be construed to the detriment of the Lessor where performance is affected by occurrence of clauses 19, 21 and acts of breach of contract by the Lessee (Municipality).

10.OBLIGATIONS OF THE PARTIES

10.1. Obligations of the Lessor:

10.1.1. The Lessor undertakes to deliver the hired Plant in a condition that is suitable for the purpose for which it is leased.

10.1.2. The Lessor shall at its sole cost and expense, maintain and repair the leased Plant.

10.1.3. The Lessor shall reimburse the Lessee (Municipality) for any necessary costs incurred by the latter for preservation of the leased property.

10.2. OBLIGATIONS OF THE LESSEE

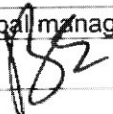
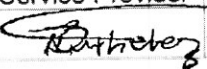
10.2.1. The Lessee undertakes to take good care of the leased Plant.

10.2.2. The Lessee shall be liable for any damages resulting from the delays occasioned by its failure to notify the Lessor that the leased property has broken down.

10.2.3. The Lessee undertakes to timeously pay rental.

10.2.4. Payment due and payable to the Lessor shall be effected in its account as provided to the Lessee (Municipality).

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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TENDER NO.: RICH 06 2025 2026 HIRE OF YELLOW PLANT (GRADER, EXCAVATOR AND SIDE DROP 4 TON TRUCK FOR A PERIOD OF 120 DAYS AT DRY RATE

10.2.5. Payment shall be made no later than thirty (30) days upon receipt of the invoice, provided that no objection is raised by the Lessee (Municipality) within 5 business days of receipt of the invoice. An objection shall be in respect of specific performance by the Lessor in terms of this contract.

11. NON- EXCLUSIVITY

11.1. Notwithstanding the delivery of the Letter of Appointment and the signing of this agreement, the Municipality reserves the right, within the framework of the law, to replace or to procure Services from any other Service Provider.

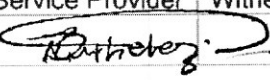
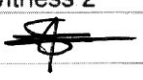
12. PERIODIC PERFORMANCE REVIEW

12.1 The Lessor shall on a weekly basis, furnish the Lessee with the reports, on the portion of progress reports on site.

12.2 The Lessor shall on a monthly basis, avail themselves to meet with the Lessee to discuss the report referred to in clause 11.1 above and its performance shall be assessed in line with the criterion below:

EVALUATION CRITERION	WEIGHT	SCALE	TOTAL SCORE (WEIGHT SCALE)
Service delivered within stipulated timeframes for processing of claims.	5		
Quality if service specified/agreed	5		
Invoice delivered on time and correctly	5		
General ease of working with the Service Provider	5		
TOTAL			

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

FORMULA: TOTAL SCORE 80%	%
TOTAL SCORE MATRIX:	
8 Poor: 50%; Average: 50- 59%; Excellent: 70%	

12.3. The Lessor may be requested to assist the Lessee in providing information requested by the Auditor General relating to services rendered by the Lessor on behalf of the Municipality in terms of this contract and such information shall be expected to be provided as soon as it is reasonably possible:

12.4 Should there be any cause for complaint against the standard of service which is not resolved within a period of 5 days, the Lessee reserves a right to cancel the contract after serving 5 day notice, in writing, to the Lessor. Should such notice be given, the Lessor shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of the notice.

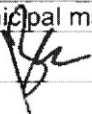
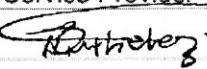
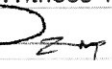
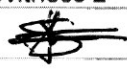
13. INSURANCE

13.1. The Lessor has and shall see to it that the hired plant remains insured. The Lessee will however be responsible for the safekeeping of the Plant whilst in its care and possession and undertakes to do everything within its power to exercise adequate security and care in respect of the Plant.

13.2. The Lessee shall not allow any act to be done on the hired Plant, especially if such act will invalidate the Lessor's insurance.

13.3. The Lessee shall indemnify the Lessor against any loss or damage to the Plant not recoverable under the Lessor's insurance policy, provided such loss or damage takes place whilst the Plant is in the Lessee's possession and is as a result of the Lessee's negligent act.

13.4. The Lessee shall be responsible for excess fee of any claim lodged by the Lessor for the hired Plant unless such loss or damage is as a result of the Lessor's negligence or willful acts.

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

14. SAFE KEEPING

- 14.1. The Lessee shall be responsible for the safekeeping of the Plant whilst in its care and possession and undertakes to exercise adequate security and care at all times in respect of the Plant.

15. COMMUNICATION PROTOCOL

- 15.1 All Lessee's instructions and notices to the Lessor shall be in writing. In urgent cases oral instructions may be accepted but must first be confirmed in writing within two (2) working days. Acknowledgment of receipt of the instructions should be confirmed by the Lessor in writing within a reasonable time.

- 14.1.1. Electronic communications and Facsimiles received after normal business hours shall only be deemed to have been received on resumption of normal business hours the following business day.

- 14.2. All communications engagement, liaison and submission of any written and/ or soft copies relating to it's the performance of the obligations in terms of this contract shall be by and between the Designated Representatives.

- 14.3. Failure of and/or the communication breakdown between the Designated Representatives may be escalated to the next high-level officials of the parties.

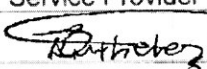
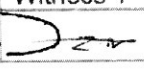
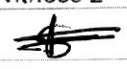
16. RECIPROCAL OBLIGATIONS

- 16.1 The Parties undertake, in favour of each other to:

- 16.1.1 pay due regard to each other's information needs and communicate information to the other in a way that is factually correct, clear, fair and not misleading;

- 16.1.2 avoid conflicts of interest where applicable and ensure that such conflict of interest is disclosed and managed fairly;

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

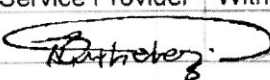
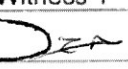
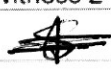
- 16.1.3 take reasonable care to establish and maintain systems and controls appropriate to the implementation of this Contract and in accordance with the relevant provisions of the Municipality's Supply Chain Policy; and to
- 16.1.4. deal with each other's information in a confidential manner.

17. WARRANTIES

17.1 The Lessor warrants to the Lessee that:

- 17.1.1. the hired plant is in a good condition and roadworthy.
- 17.1.2. The tax affairs are in order and that such affairs shall remain in order during the operation of this Lease Agreement. In particular the Lessor, warrants that it shall, at all times, have a valid tax clearance certificate as issued by the appropriate authority. Alternatively, the Lessor shall inform Lessee (Municipality) in writing if such Certificate has expired;
- 17.1.3. It shall fulfil all its third-party contractual obligations and financial management as to render no breach to its implementation of the project;
- 17.1.4. It has no court order declaring insolvency nor is there a pending case for insolvency, fraud, any act of dishonesty or conduct prejudicial to the implementation of the project, more specifically blacklisting as a bad service provider with the State;
- 17.1.5 It has employees, servants or agents with appropriate experience and qualifications in the management and execution of the obligations being rendered in terms of this contract;
- 17.1.6 If sourcing material or such other equipment or information from a third party, then:

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

17.1.6.1 that the third party and the Service Provider have in place, on signature of this Contract, confirmation from the third party that such a third party shall supply the Service Provider with all the material or equipment necessary for the performance of this Contract;

17.1.6.2 any arrangement between the Lessor and any third party shall remain an exclusive relationship between them; and

17.1.6.3. the Lessor undertakes to have all and any arrangement to comply with the relevant provisions of this Contract.

18. BREACH

18.1 Should either Party breach any of these conditions and or the Tender proposal, then the other Party should it wish to enforce its remedies arising from such breach, shall be entitled to give the defaulting Party at least 5 days written notice to remedy the breach. Should the defaulting Party fail to remedy such breach, the aggrieved Party shall be entitled to:

18.1.1 condone the non-performance by the other Party if there is a reasonable explanation for such non-performance; or

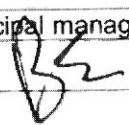
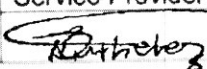
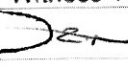
18.1.2 to terminate the entire contract on 5 (five) business days' notice, in the case of material breach; or

18.2. Notwithstanding what has been stated above, nothing shall prejudice the right of either Party (the aggrieved Party) to cancel this Contract where any breach occurs (*excluding material breach*), provided it may only do so if it gives the other Party (the defaulting Party) notice of the default complained of, calling upon the defaulting Party to rectify the default within thirty (30) days of receipt of the notice, failing which the aggrieved Party will be entitled to cancel this Contract without prejudice to its rights to claim damages in breach of Contract, if any.

19. TERMINATION

19.1. This Lease Agreement shall run from the date of signature by the parties and endure until it automatically terminates on 31 December 2025 days from signature hereof, being the last operational date by effluxion of time.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

19.2. The Lease Agreement shall also terminate, based on the following:

19.1.1. Either party by furnishing the other party with a 5 (five) day written notice of the said termination;

19.1.2. Either Party exercising the right to cancel the Contract because of breach of the terms and conditions of this contract;

19.1.3. A material breach referred to in this Contract;

19.1.4. Physical impossibility by either Party to perform.

19.1.5. Mutual agreement by the Parties.

19.1.6. Either Party has become bankrupt or insolvent.

19.2. Any termination in terms of this clause shall be in writing by giving the other Party at least fourteen (5) Business Days' notice.

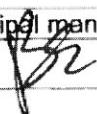
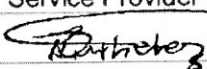
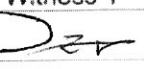
19.2.1.1. The written notice may be shorter only in instances where the duration of the Contract renders the observation of the period of five (5) Business Days impossible to do so.

20. INDEMNITY

20.1.1. During the subsistence and termination of this Lease Agreement, the Parties undertake to:

20.1.2. Keep each other indemnified against all indirect and consequential and special or direct losses and damages and expenses and costs and claims including, but not limited to, legal fees and expenses suffered by a Party or any third party where such loss or damage or expense or cost is the result of any wrongful action or omission or negligence or breach of any contract by the Service Provider or its employees and/or its agents;

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

20.1.3. A Party shall not be liable for damages, expenses or costs suffered or incurred by the other Party or any of its employees caused by performance of the obligation to implement the project or any failure to implement the project in accordance with this Contract or such unnecessary or irrelevant work done outside the scope of the project;

21. FORCE MAJEURE

21.1 If a Party ('the Affected Party') is unable to perform all or part of its obligations in terms of this Contract due to a Force Majeure Event, the Affected Party shall, as soon as reasonably practicable but no later than forty-eight (48) hours of it becoming aware of the Force Majeure Event, notify the other Party ('the Non-Affected Party') in writing (a 'Force Majeure Notice') setting out:

21.1.1 full particulars of the Force Majeure Event;

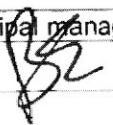
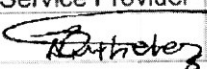
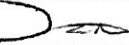
21.1.2 the impact of the Force Majeure Event on the Affected Party's obligations under this contract;

21.1.3 the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such Force Majeure Event; and

21.1.4 the steps which it is taking or intends to take or will take to remove and mitigate the adverse consequences of the Force Majeure Event on its performance hereunder.

21.2 The Affected Party shall have the burden of proving both the existence of any Force Majeure Event and the effect (both as to nature and extent) which any such Force Majeure Event has on its performance.

21.3 If the Parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

Event by the date falling sixty (60) days after the receipt by the non-Affected Party of the Force Majeure Notice, either Party shall be entitled to cancel this Contract.

21.4 In the event of the occurrence of the Force Majeure Event the Affected Party shall not be liable for any failure to perform an obligation under this Contract, to the extent that:

21.4.1 such performance is prevented, hindered or delayed by a Force Majeure Event;
and

21.4.2 such failure could not have been mitigated by the Affected Party taking reasonable action.

21.5 The Affected Party shall endeavour with due diligence to resume compliance with its obligations under this Contract and do all that it reasonably can to overcome or mitigate the effects of any Force Majeure Event.

21.6 The Affected Party shall give the other Party (a) regular reports on the progress of the mitigation measures and (b) prompt notice on the cessation of the Force Majeure Event.

21.7. If the Force Majeure Event continues in effect for more than ten (10) consecutive days, the Non-Affected Party shall have the right to terminate this Contract after having given five (5) days written notice to the Affected Party of such termination at any time prior to the cessation of such Force Majeure Event.

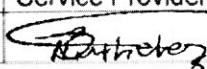
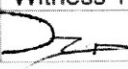
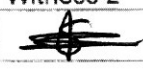
22. FAULTS, DEFECTS AND BREAKDOWN OF GRADER AND EXCAVATOR

22.1. Should the Plant break down or suffer a fault or defect, such that it is inoperable, the Lessee shall inform Aqua transport immediately.

22.2. The lessee shall not be liable for repairs of the plant.

22.3. When the plant is faulty or breaks down the Lessor shall provide a technician or mechanic within 24 hours to inspect and/ or repair the plant, provided that where is not readily

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

repairable, the Lessor may arrange for repairs to be carried out at any location deemed appropriate by the Lessor.

22.4. In the event that the Lessor deems it necessary to remove the plant from site, the Lessor will provide appropriate replacement Plant.

23. DISPUTE RESOLUTION

23.1 In the event of any dispute or difference arising between the Parties in relation to or arising out of this Lease Agreement, including the interpretation, rectification, termination or cancellation thereof, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) Business Days.

23.2. If the Parties are unable to resolve such dispute or difference the matter will be referred to the Senior Officials of both parties who shall record that it is their intention that the specified officials will use their respective best endeavours to resolve the issue in question as expeditiously as possible, but in any event within a period of fourteen (14) Business Days from the matter being referred to them.

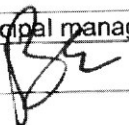
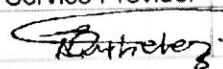
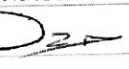
23.3 Should the Senior Officials fail to resolve such dispute or difference within the aforesaid period or such longer period as the Parties may agree in writing, such dispute or difference shall be referred to arbitration as herein provided.

23.4 The arbitration shall be undertaken by a single arbitrator to be agreed upon between the Parties or, failing such contract, within seven (7) Business Days of the dispute being referred to arbitration, be appointed according to the Rules of the Arbitration Foundation of Southern Africa upon the written request of either Party, subject only to the requirement that the arbitrator be experienced in the resolution of commercial disputes.

23.5 The appointment of the arbitrator shall be final and binding on the Parties.

23.6 The Party having referred the dispute or difference to arbitration shall, within twenty-eight (28) Business Days of the appointment of the arbitrator, file its claim, setting out the nature

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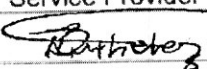
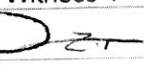
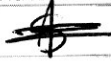
Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

of the claim and the detailed facts and documents in support thereof, by serving a copy thereof on the arbitrator and on the other Party.

- 23.7 Within twenty-eight (28) Business Days of receipt of the claim, the other Party shall file its answer thereto, setting out in detail the grounds and facts upon which the claim is resisted and any documents in support thereof, by serving a copy thereof on the arbitrator and the claiming Party.
- 23.8 Unless agreed to in writing by the Parties, the rules applicable to the filing of pleadings and of discovery in the conduct of civil proceedings shall be applicable.
- 23.9 The arbitrator shall, save as herein provided, have the powers conferred upon an arbitrator under the relevant statutory prescriptions according to South African law but shall not be obliged to follow the procedures under such legislation to the extent permitted in terms of the statute, it being the intention of the Parties that the dispute resolution procedures should be concluded as expeditiously as possible and the arbitrator shall be entitled to decide on such procedures as the arbitrator may consider desirable for the speedy determination of the dispute.
- 23.10 The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court of competent jurisdiction.
- 23.11 The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.
- 23.12. The arbitration shall take place exclusively in Richmond Local Municipality.
- 23.13. Nothing in this clause shall preclude either Party from seeking any interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings.

24. **NO WAIVER**

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

24.1. Failure by either Party to enforce any of the provisions of this Contract shall not be construed as a waiver by such Party of any such provisions nor in any way affect the validity of this Contract or any part thereof.

25. **ASSIGNMENT AND CESSION**

25.1. The Parties shall not cede, assign or transfer its rights and obligations in terms of this agreement to any other person except with the prior written consent of the other Party.

26. **CONFIDENTIALITY**

26.1. The Parties agree that the terms of this Contract, all information of the Parties that has been exchanged pursuant hereto, including but not limited to details concerning pricing will be received in strict confidence and not be divulged to any Person, save for employees directly involved with the execution of this Contract and be used only for the purpose of this Contract.

26.2. Each Party will use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No information referred to in this Contract will be disclosed by the recipient Party, its agents, representatives or employees without the prior written consent of the other Party.

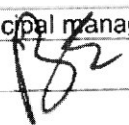
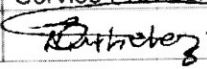
26.3. These provisions do not apply to information which is:

26.3.1. publicly known or becomes publicly known through no unauthorised act of the recipient Party;

26.3.2. rightfully received by the recipient Party from a third party; independently developed by the recipient Party without use of the other Party's information;

26.3.3. disclosed by the other Party to a third party without similar restrictions;

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

TENDER NO.: RICH 06 2025/2026 HIRE OF YELLOW PLANT (GRADER, EXCAVATOR AND SIDE DROP
4 TON TRUCK FOR A PERIOD OF 120 DAYS AT DRY RATE

26.3.4. required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or

26.3.5. publicly disclosed with the other Party's written consent.

26.4. This Clause shall survive the termination of this Contract but will cease as being enforceable 12 months after the expiry date of this Contract.

27. DOMICILIUM CITANDI ET EXECUTANDI

27.1. All notices, consents, demands or communications intended for the Lessor or the Lessee, as the case may be, shall be made or given at such Party's Domicilium Citandi et EXECUTANDI in writing as detailed hereunder:

THE MUNICIPALITY

PRIVATE BAG X1028

RICHMOND

3780

Tel: 033 212 2155

Fax: 033 212 2102

marked for the attention of the **MUNICIPAL MANAGER**

AMASHENGE HOLDINGS (PTY) LTD

08 GARDEN ROAD

PRESTBURY

PIETERMARITZBURG

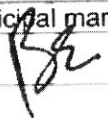
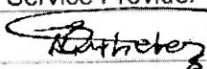
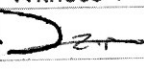
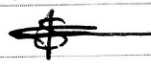
3201

Tel: 078 914 1263

E-mail: thembelabuthlezi@gmail.com

marked for the attention of **Mr T Buthelezi**

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

or to such other addresses, or for the attention of such other persons or department,
as Aqua Transport and Municipality may from time to time notify to each other.

27.2. All notices, notifications, requests, demands or other communications including
accounts, shall be deemed to have reached the other Party -

27.2.1. if delivered by hand, on the date of delivery;

27.2.2. if posted by ordinary mail or registered post, on the 5th (fifth) calendar
day following the date of such posting, and in the case of an account on
the 5th (fifth) calendar day following the date of the account;

27.2.3. if transmitted by facsimile or any other electronic medium acceptable to
both Parties, on the first Business Day following the date of transmission
/ publication / delivery.

27.2.4. Either Party may, by written notice to the other, change its
abovementioned *domicilium*.

28. ASSIGNMENT

28.1. No transfer of obligations, duties and rights vested in terms of this Contract shall
be transferable unless permitted in writing by the respective parties.

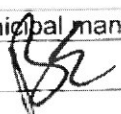
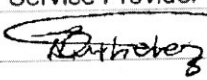
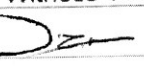
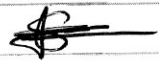
29. GENERAL

29.1 This Contract may be signed by way of two or more counterparts.

29.2 The Parties acknowledge that the lapsing of the Contract due to effluxion of time shall
cease the legal relationship between the Parties.

29.3 No Party shall be bound by any express or implied term, representation, warranty,
promise or the like, not recorded herein.

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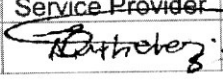
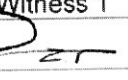
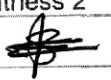
Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

- 29.4 No addition to, variation or consensual cancellation of this Contract shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.
- 295 No indulgence by a Party to another, or failure strictly to enforce the terms hereof, shall be construed as a waiver or capable of founding an estoppel.
- 29.6 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all actions and taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Contract.
- 29.7 Save as is specifically provided in this Contract, the Service Provider shall not be entitled to cede or delegate any of its rights or obligations under this Contract without the prior written consent of the Municipality.
- 29.8 Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only in writing.
- 29.9 All communications engagement, liaison and submit of any written and/ or soft copies relating to it's the performance of the obligations in terms of this contract shall be by and between the Designated Representatives.
- 29.10 This Contract shall be governed by and interpreted in accordance with the laws of the republic of South Africa.

30. ENTIRE CONTRACT

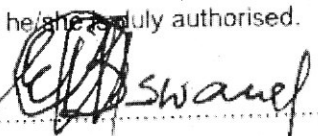
- 30.1. This Contract contains all the express provisions agreed on by the Parties with regard to the subject matter of this Contract and supersedes all previous negotiations, arrangement or contracts in respect of this Contract.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

TENDER NO: RICH 06/2025/2026 HIRE OF YELLOW PLANT (GRADER, EXCAVATOR AND SIDE DROP 4 TON TRUCK FOR A PERIOD OF 120 DAYS AT DRY RATE

SIGNED for and on behalf of **Richmond Local Municipality** by the signatory below who warrants that he/she is duly authorised.

Signature:  Date:

Full Names: BHEKANI ERROL MSWANE

Title: MUNICIPAL MANAGER

As Witnesses:

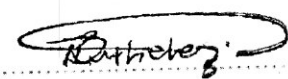
1. Full Names: Signature:

Title:

2. Full Names: Signature:

Title:

SIGNED for and on behalf of **AMASHENGE HOLDINGS (PTY) LTD** by the signatory below who warrants that he/she is duly authorised.

Signature:  Date: 02-12-2025

Full Names: THEMBELA PHELELANI BUTHELEZI

Title: DIRECTOR

As Witnesses:

1. Full Names: THOBILE SITHOLE Signature: 

Title: SECRETARY

2. Full Names: ZOZIBIN MOLALO Signature: 

Title: ADMINISTRATOR

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
