

AGREEMENT

Entered into between

DEPARTMENT OF EMPLOYMENT AND LABOUR

Represented by

(Tshepo Mekomatsidi) duly authorised

(In his capacity as the Chief Director Gauteng Provincial Operations who is duly
Authorized and herein referred to as **"the Department"**)

And

SWARAOHLAPE TRADING & PROJECTS;

2019/410497/07

Represented by

(Molema Johannes Lehlotlo) duly authorised

(In his capacity as the Director who is duly authorized and herein referred to as the
"Service Provider")

1. DEFINITIONS

In this Agreement the following words shall have the following meanings assign to it:

- 1.1 **“Agreement”** means this Agreement together with all annexures attached to it;
- 1.2 **“Business day”** means any day other than Saturday, Sunday or Official Public holidays in South Africa recognized as such in terms of Public Holidays Act, 1994 (Act No.36 of 1994);
- 1.3 **“Department”** means the Department of Employment and Labour;
- 1.4 **“Director-General”** means the Director General of the Department of Employment and Labour;
- 1.5 **“Parties”** means the **Department of Employment and Labour** and **Swaraohlape Trading & Projects**;
- 1.6 **“Payment date”** means the date when the payment is due and payable;
- 1.7 **“Service Provider”** means **Swaraohlape Trading & Projects**;
- 1.8 The Annexures to this Agreement will form an integral part of the Agreement;
- 1.9 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;

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- 1.10 When any number of days is prescribed in this Agreement, same shall be reckoned 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 succeeding day which is not a Saturday, Sunday or public holiday;
- 1.11 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.12 Expressions defined in this Agreement shall bear the same meanings in schedules or Annexures to this Agreement which do not themselves contain their own definitions;
- 1.13 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that, that term has not been defined in this interpretation clause;
- 1.14 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples; and
- 1.15 If there is any conflict between the terms of this Agreement and the terms of any Annexure or schedule attached hereto, the terms of this Agreement shall apply.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on 01 April 2025 and will terminate on the 31 December 2025 .

2.2 The Parties may terminate this Agreement by giving the other 30 (thirty) days notice together with its reasons to do so.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- 3.1 Undertake to render Cleaning services as outlined in the original invitation to bid, including all specifications/terms of reference and as outlined in the attached document marked **Annexure "A"** at Department of Employment and Labour: **Pretoria Labour Centre**;
- 3.2 Ensure that all work is of a high standard, skill and executed to the satisfaction of the Department's officials responsible for the management of this Agreement;
- 3.3 Make available any information, records, and documents relevant to this Agreement for inspection by the Department;
- 3.4 Assist the Department with any requests for further information and supporting documentation during and after completion of the project notwithstanding the termination of this Agreement;
- 3.5 Ensure that invoices that are submitted to the Department sets out the correct details and signed- off work schedules;
- 3.6 Comply with the National Minimum Wage Act and the relevant sectoral Determination and all labour related legislations.

4. OBLIGATIONS OF THE DEPARTMENT

The Department shall:

- 4.1 Pay the Service Provider the amounts due and payable after the rendering of satisfactory services according to the rate and quantity provided for in the specifications;
- 4.2 Ensure that payment is effected within 30 (thirty) days from date of receipt of a valid invoice unless there is a delay caused through incorrect or insufficient information or documentation submitted by the Service Provider;
- 4.3 Keep and maintain proper financial records and accounts for the duration of this Agreement, starting from the commencement date thereof and for a minimum period of five (5) years after termination, for the purpose of verifying costs incurred.

5. CONTRACT PRICE

- 5.1 This Agreement is at an agreed fixed price of **(R898 096.14)** (including VAT) for the rendering of Cleaning services at the Department of Employment and Labour: **Pretoria Labour Centre**; which the amount shall be paid in monthly instalments of **R99 788.46 (Incl VAT)** to the Service Provider upon receipt of a valid invoice.
- 5.2 The Department shall make direct payment to the Service Provider within 30(thirty) calendar days of receipt of a detailed invoice.
- 5.3 Should the Service Provider provide hygiene services after the commencement date, the Department shall pay a pro-rata portion for such services to the Service Provider, to be calculated on the monthly payment made to the Service Provider.

- 5.4 The Service Provider will keep full and proper financial records of all payments made by the Department and will provide a supporting documentation or information relating to this Agreement at the request of the Department.

6. NON- PERFORMANCE AS A RESULT OF FORCE MAJEURE

- 6.1 Neither Party shall be liable to the other for inability to perform or delayed performance in terms of the Agreement, should such inability or delay arise from any cause beyond the reasonable control of such Party, provided that the existence of such cause has been draw to the attention of the Party within reasonable time of occurrence of such cause(hereinafter referred to as force majeure event).
- 6.2 For the purpose of this clause a *force majeure* event shall without limitation of the generality thereof, be deemed to include strikes, lock-outs, accidents, illness, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the Party affected.

7. CESSION

Neither Party to this Agreement shall cede nor assign any rights and obligations hereunder unless prior written consent of the other Party is obtained.

8. INDEMNITY

The **Service Provider** indemnifies the Department against any claims for loss, accident, death and injury or damages suffered by it or its employees, agents or visitors in or near the premises irrespective of the cause thereof.

9. VARIATION AND AMENDMENTS

No variation or amendments to this Agreement shall be of any force or effect unless it is reduced and agreed to in writing and signed by both Parties.

10. BREACH AND DISPUTE RESOLUTION

- 10.1 If any of the Parties fail to fulfill any of its obligations in terms of this Agreement, the aggrieved Party shall request the Party in default in writing to remedy its breach within 7 (seven) days of receipt of such notice.
- 10.2 Failure by the Party in default to remedy its breach despite receipt of notice as contemplated in clause 10.1 above, shall entitle the aggrieved Party to cancel the Agreement forthwith, without limitation to any rights that it may have in law;
- 10.3 Any disputes arising from this Agreement shall be settled by the Parties amicably.
- 10.4 If the negotiations between the Parties fail, the matter shall be referred and resolved by an Arbitrator appointed in terms of Arbitration Act 1965, (Act No. 42 of 1965).
- 10.3 The Arbitrator's decision shall be final and binding on both Parties.

11. FULL AGREEMENT

This Agreement constitutes the entire Agreement, and no other Agreement, provision, document or determination shall form part of this Agreement unless such other Agreement, provision, document or determination is agreed and reduced to in writing and signed by the Parties.

12. CONFIDENTIALITY OF INFORMATION

- 12.1 The Parties shall keep confidential and shall not disclose to any third party (other than for the purposes of performing services under this Agreement) any

of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Agreement or at any time thereafter.

12.2 The provisions of clause 12.1 shall not apply to any Confidential Information which: –

12.2.1 is or hereafter becomes part of the public domain (otherwise than as a result of a breach of the provisions of clause 12.1 above);

12.2.2 Can be shown to have been lawfully in the possession of the Party receiving such Confidential Information, or its affiliates, prior to its disclosure and is not subject to any existing Agreement between the Parties and/or their affiliates;

12.2.3 is acquired by a Party or its affiliates independently from a third party, who lawfully acquired such information without restriction, or information which is acquired or developed by a Party or its affiliates independently of the other Party in circumstances which do not amount to a provision of 12.2.1 and 12.2.2 above;

12.2.4 is disclosed or released by the Receiving Party/Recipient to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.

13. GOOD FAITH AND CO-OPERATION

The Parties shall co-operate and assist each other in dealings that are connected to this Agreement.

14. LEGAL COSTS

Each Party will pay its own costs and expenses incurred by it in connection with the negotiation and execution of this Agreement.

15. ADDRESSES FOR SERVICE

15.1 The Parties choose the following addresses as their respective addresses for all purposes arising out or in connection with this Agreement.

THE DEPARTMENT

Chief Director: Gauteng Provincial Operations
Department of Labour
47 Empire Road ,Parktown
Johannesburg
2001

SERVICE PROVIDER

Swaraohlape Trading & Projects
217 Pretorius Street
Van Erkom Building
Pretoria
0002

15.2 Each Party will be entitled from time to time by written notice to the other Party to change any of its address to any other address within the Republic of South Africa, provided that one of the addresses shall always be a street address at which service of legal processes can be executed.

15.3 Any notice to a Party is deemed to have been received by the other Party if -

- a) It is delivered by hand at the addressee's address at the time of delivery; or
- b) It is posted by prepaid registered post in a correctly addressed envelope to it at an address chosen as its address on which all correspondence shall be received, on the 10th business day after date of posting until the contrary is proven by the addressee, or
- c) It is transmitted by telefax to the addressee at its address on the date the transmission is made or of normal business hours, on the first business day following after the date of transmission

SIGNED AT PARKTOWN ON THIS 31 DAY OF MARCH 2025.

ISHERO MOKOMATSIDI

NAME AND SURNAME

(On behalf of the Department)

AS WITNESSES:

1.....

2.....

SIGNED AT PARKTOWN (J.H.B.) ON THIS 31st DAY OF MARCH 2025.

Johannes Lehlotto Molema

NAME AND SURNAME

(On behalf of the Service Provider)

WITNESSES:

1. [Signature]

2. [Signature]



LABOUR

ORDER SERVICE

ORDER NO.

L3-014186

PAGE 1 OF 2

SUPPLIER

IJ780 SWARAOHLAPE TRADING AND PROJECTS

REPRINT NUMBER 1

ORDER DATE	DELIVERY DATE	SYSTEM DATE	STORE NUMBER & DESCRIPTION	ENQUIRES TO	TELEPHONE NO.
27/Mar/2025	26/Apr/2025	27/Mar/2025	3310317003 EMPL. AND LABOUR: GAUTENG S (JHB)	KENNETH NTOI	0118530534

SUPPLIER NAME & ADDRESS	POSTAL INVOICE ADDRESS	DELIVERY ADDRESS	COMMENTS
SWARAOHLAPE TRADING AND PROJECTS SWARAOHLAPE TRADING AND PROJECTS 1596 BLOCK L SOSHANGUVE L SOSHANGUVE CITY OF TSHWANE CITY OF TSHWANE SOUTH AFRICA 0152	BOX 4560 JOHANNESBURG JOHANNESBURG RSA	77 DE KORTE STREET BRAAMFONTEIN JOHANNESBURG RSA 2000	!!!! BANK DETAILS MUST BE UPDATED ON CSD !!!! THIS ORDER IS PRINTED IN THE DEPARTMENT'S UNITS OF ISSUE AND NOT IN YOUR UNIT OF ISSUE. Suppliers are responsible for ensuring bank details for payment are correctly captured, active and verified on CSD and reflects on the invoice. The Department reserves the right to use the supplier's preferred account. Departments are not liable for delays if the supplier has no usable banking details on CSD.

ITEM	ITEM DESCRIPTION	NUMBER	GOVERNMENT CONTRACT / QUOTE DETAILS	UNIT	QTY.	RATE	AMOUNT
CONTROL NO.							
DDDD00S0000618	CLEANING OFFICE	GAUTENG-PROVINCIAL-O		EACH	9	R9,978,84	R89,809,56
		FFICE1					
DDDD00S0000618	CLEANING OFFICE	GAUTENG-PROVINCIAL-O		EACH	9	R11,974,62	R107,771,58
		FFICE1					
DDDD00S0000618	CLEANING OFFICE	GAUTENG-PROVINCIAL-O		EACH	9	R32,930,19	R296,371,71
		FFICE1					
DDDD00S0000618	CLEANING OFFICE	GAUTENG-PROVINCIAL-O		EACH	9	R32,930,20	R296,371,80
		FFICE1					
						PAGE TOTAL	R790,324,65
						RUNNING TOTAL	R790,324,65
						GRAND TOTAL	R898,096,14

THE ONUS OF RESPONSIBILITY TO VERIFY THE CORRECTNESS OR ACCURACY OF THE CONTENT OF THIS ORDER RESTS WITH THE APPOINTED SUPPLIER BEFORE DELIVERY.

CONDITION OF DELIVERY	AUTHORISATIONS
FREE ON RAIL	DEPARTMENT
WAYBILL NO.	TREASURY
TRANS. ACC. NO.	TENDER BOARD
BY POST	PROCUREMENT
FILE NO.	FINANCIAL
PAYMENT DETAILS	
NOT APPLICABLE	
NOT APPLICABLE	
NOT APPLICABLE	
NOT APPLICABLE	

SIGNATURE AUTHORIZING OFFICER	ASD: SCM	27/03/2025	CSD REFERENCE NUMBER: MAAA0832370
NAME AUTHORIZING OFFICER			PLEASE ENSURE THAT THE ABOVE REFERENCE NUMBER IS CORRECT.
			IF NOT, PLEASE CONTACT THE DEPARTMENT.



LABOUR

ORDER \ SERVICE

ORDER NO.

L3-014186

PAGE 2 OF 2

SUPPLIER

IJ780 SWARAOHLAPE TRADING AND PROJECTS

REPRINT NUMBER 1

ORDER DATE 27/Mar/2025	DELIVERY DATE 26/Apr/2025	SYSTEM DATE 27/Mar/2025	STORE NUMBER & DESCRIPTION 3310317003 EMPL. AND LABOUR: GAUTENG S (JHB)		ENQUIRES TO KENNETH NTOI		TELEPHONE NO. 0118530534
ITEM CONTROL NO. DDDD00S0000618	ITEM DESCRIPTION CLEANING OFFICE	GOVERNMENT CONTRACT / QUOTE DETAILS NUMBER GAUTENG-PROVINCIAL-0 FFICE1		UNIT EACH	QTY. 9	RATE R11,974,61	AMOUNT R107,771,49
				HASH TOTAL		PAGE TOTAL	R107,771,49
						RUNNING TOTAL	R898,096,14
						GRAND TOTAL	R898,096,14

THE ONUS OF RESPONSIBILITY TO VERIFY THE CORRECTNESS OR ACCURACY OF THE CONTENT OF THIS ORDER RESTS WITH THE APPOINTED SUPPLIER BEFORE DELIVERY.

THIS AREA IS INTENTIONALLY LEFT BLANK

SIGNATURE AUTHORIZING OFFICER 	NAME AUTHORIZING OFFICER KENNETH	DESIGNATION ASD: SCM	DATE 27/03/2025	CSD REFERENCE NUMBER: MAAA0832370 PLEASE ENSURE THAT THE ABOVE REFERENCE NUMBER IS CORRECT. IF NOT, PLEASE CONTACT THE DEPARTMENT.
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2A6D35C6 - AF69E396 - 99C52192 - 1D4F5A09 - 78044D9B - BCE1FFC - 5E66B4CF - D38CAB9A

END OF PAGE 02 AND END OF ORDER

OFFICE NO:301
VAN ERKOM BUILDING
217 PRETORIUS STR
PRETORIA
0002
CSD NO: MAAA0832370
TAX NO: 9519173190



Tel: 076 4211 249
Email: info.swaraohlape@gmail.com

REG NO: 2019/410497/07

QUOTATION

QUOTE NO	Q0023
DATE	20-MARCH-2024
VALID	90- DAYS
LEAD TIME	IMMEDIATELY
ATTENTION TO	DEPARTMENT OF EMPLOYMENT AND LABOUR GAUTENG

LABOUR REGULATED MINIMUM MONTHLY SALARY PER CLEANER (NORMAL TIME)

#	ITEM	DESCRIPTION	AMOUNT
1	Basic monthly wage	R28.79 x 40 hours per week x 4.33 weeks	R 6 484,89
	Hourly rate	Hourly rate	28.79
	Daily rate	8 hrs per day	230.32
	Weekly wage cost	Hourly wage x 40 hours (week)	1 151.60
2	Leave provision		563.93
	Annual leave	15 days per year	287.63
	Sick leave	10 days per year	191.77
	Family responsibility	3 days per year	57.53
3	Other: Employer contribution		934.53
	Provident fund	5.25% of monthly wage	259.29
	Bonus	4.33 weeks for a full 12 months	400.00
	UIF	1% of basic monthly wage	49.86
	COID	1.6% of basic monthly wage	79.78
	Training levy	SDL = 1% of wage	49.86
	Uniform	R500 per year	
	Severance pay	1.92% of basic monthly wage	95.74
4	Monthly levy cost (Per 14 x cleaners)	R 6 484,89	R 90 788.46
5	Total monthly labour cost (Per total number of cleaners required)	14	R 90 788.46

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	MONTHLY EXPENSES		
6	EQUIPMENT	R2,000.00	R2,000.00
7	CONSUMABLE	R7,000.00	R7,000.00

BANKING DETAILS NAME OF THE BANK: Absa ACCOUNT NO: 4 1 1 3 4 2 0 6 2 2 CURRENT ACCOUNT: CHEQUE BRANCH NAME: Menlyn Park BRANCH CODE: 6 3 2 0 0 5	SUBTOTAL	R99,788.46 PER MONTH
	DISCOUNT	R0.00
	VAT	R0.00
	TOTAL	R99,788.46 PER MONTH

DIRECTOR SIGNATURE: _____



R898 096-14

DATE: _____

2025/03/20

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