



## SERVICE LEVEL AGREEMENT

The Service Provider ..... (*Name of the Business*)  
herein represented by ..... in his/her capacity as the  
..... duly authorised thereto;

And

KwaZulu Natal Department of Education herein represented by .....  
in his/her capacity as the Manager of ..... District, duly authorised thereto  
**(HEREINAFTER REFERRED TO AS THE PARTIES)**

Whereas the service provider acknowledges that he/she has understood the policy for National School Nutrition Programme as issued in 2014 by the Department of Education (The district office has a copy which can be requested by the Service Provider to study it) as well as the fact that this is a six (6) month agreement with no possibility of extension.

The parties therefore agree as follows:

### 1. PLACEMENT OF ORDER

- 1.1 The Principal shall place an order by issuing a Purchase Order Note in terms of the food items as specified in the Menu prescribed by the Department seven days before the date of delivery.
- 1.2 The service provider shall prepare a delivery note which shall be signed and stamped by himself and the Principal at the time of delivery. The delivery note shall contain the complete list and quantities of the items delivered to the school.

### 2. PLACE AND TIME OF DELIVERY

- 2.1 The service provider shall deliver the supplies as stipulated in the order note during school hours at least:
  - 2.1.1 one (1) day before the start of feeding in respect of perishable supplies; and
  - 2.1.2 seven (7) days before the start of feeding in respect of non-perishable supplies.
- 2.2 Feeding time on each day is 10:00 or earlier.

### 3. QUALITY AND QUANTITY OF SUPPLIES

The service provider shall deliver food quantities and quality laid down by the KwaZulu Natal Department of Education as reflected in the guidelines.

#### **4. PAYMENT**

- 4.1 The school shall not pay the service provider for services rendered. Instead the Department of Education will transfer funds into the service provider's authorised bank account for valid claims received.
- 4.2 The KwaZulu Natal Department of Education shall verify the claims received from the service provider together with the accompanying documents.
- 4.3 The KwaZulu Natal Department of Education shall effect payment within 30 days of receipt of the valid invoice.

#### **5. OBLIGATIONS OF THE SERVICE PROVIDER**

The service provider shall

- 5.1 ensure that feeding takes place by 10:00 am each day of the feeding day.
- 5.2 ensure that there are sufficient quantities of food items in order to allow sufficient time for preparation of meals for the following day.
- 5.3 comply strictly with NSNP prescribed menu.
- 5.4 be able to provide or pay in advance the required/stipulated gas for the school/s in each feeding month for which the provider will be re-imbursed as per clause (a) below.

(a) Gas budget is allocated in terms of following ratios:

In quintile 1,2 and 3 primary and secondary schools

- 1 to 100 learners : R450
- 1 to 300 learners : R600
- 301 to 500 learners : R850
- From 501 learners an additional R850 is allocated for every 500 learners

In quintile 4 and 5 feeding primary and secondary schools

- 1 to 100 learners : R450
- 1 to 300 learners : R600
- From 301 learners and above, gas is fixed at R850 irrespective of the enrollment of the school.

(b) No gas or stipend/honorarium is allocated in feeding Special Schools.

- 5.5 pay each volunteer food handler appointed by the SGBs to prepare meals for the learners, the required/stipulated stipend of R1000.00 at a ratio of 1:200 learners at the end of each feeding month, for which the service provider will be re-imbursed, to a maximum of 8 volunteer food handlers.
- 5.6 in quintile 4 and 5 feeding primary and secondary schools pay required/stipulated stipend of R1000.00 from the minimum of one up to a maximum of two volunteer food handlers at the same ratio of 1:200 at the end of each feeding month.

5.7 The service provider shall have to include a detailed invoice for their supply of both non-perishable including bread,maas/milk and fresh produce in the districts that are not designated for municipal agencies for supply of fresh produce. This must be included in the service provider's claim to the KwaZulu Natal Department of Education.

**6. BREACH OF THE TERMS OF THIS AGREEMENT**

6.1 The service provider shall be in breach of this agreement in the event that:

6.1.1 services/goods/supplies are not supplied in the correct and specified quality, quantity and time as per clauses 2, 3 and 5 of this agreement.

6.2 In the event of any breach of the agreement by the service provider, the department shall have the right to:

6.2.1 give the service provider 24 hours written notice to correct the breach.

6.2.2 request the service provider to issue a written commitment to ensure non-interruption of service in future.

6.3 If the service provider fails to remedy the breach referred to in clause 6.1.1 within 24 hours, the department shall have the right to:

6.3.1 terminate the agreement; and

6.3.2 re-allocate the agreement to another service provider after following the set departmental guidelines.

**7. PERIOD OF THE AGREEMENT: Period: 01 April 2016 – 30 September 2016**

**8. CONFIDENTIALITY**

8.1 The parties agree to keep confidential and not to disclose to any other party the terms and conditions of this agreement and not to issue any press statement pertaining to this agreement or the terms and conditions hereof or otherwise publicize the same, without the prior obtained written consent of the other parties.

**9. GENERAL PROVISIONS**

9.1. The parties choose *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature the following addresses:

**KwaZulu Natal Department of Education:** .....  
.....  
.....  
.....

**Service Provider:** .....  
.....  
.....  
.....

9.2 No alteration, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this agreement or their duly authorised representatives.

- 9.3 This document contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 9.4 No indulgence, leniency or extension of time which any party may grant or show to any other party, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 9.5 The District Manager shall give notice to the service provider in the case of changes in the number of days and/or feeding calendar as a result of unforeseen circumstances.
- 9.6 The service provider shall be expected to submit an updated entity form to the client within 7 days of signing this agreement.
- 9.7 The department reserves the right to cancel this agreement in the event that a service provider is found to be an employee of the state.

**10. SIGNATURES AND EXECUTION**

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

**KWAZULU-NATAL DEPARTMENT OF EDUCATION**

\_\_\_\_\_  
 CAPACITY  
 WHO WARRANTS HIS AUTHORITY HERETO

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**SERVICE PROVIDER**

2. \_\_\_\_\_

\_\_\_\_\_  
 NAME

\_\_\_\_\_  
 CAPACITY  
 WHO WARRANTS HIS AUTHORITY HERETO

