



2015

SERVICE LEVEL AGREEMENT

SETSOTO LOCAL MUNICIPALITY AND MAKHAOTSE, NARASIMULU & ASSOCIATES

PROJECT:- PROFESSIONAL SERVICE FOR THE CONSTRUCTION OF 3KM
PAVED ROADS AND STORMWATER DRAINAGE IN
MEQHELENG, FICKSBURG

TENDER NO:- T26(13/14)

SSK

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the contract, the following words and expressions shall have meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions and annexed Appendices, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

Setsoto Local Municipality as the contracting party named in the Contract who employs Makhaotse, Narasimulu & Associates.

Force Majeure

An event which is beyond the reasonable control of a party and which makes a Party's performance of its obligation under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Personnel

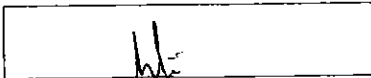
Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSK
STK
AQV
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

Persons and organisations who are not Setsoto Local Municipality, Makhaotse, Narasimulu & Associates or any employee, Subcontractor, or supplier of Makhaotse, Narasimulu & Associates.

Parties

Setsoto Local Municipality and Makhaotse, Narasimulu & Associates.

Period of Performance

The period within which the services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by Makhaotse, Narasimulu & Associates as employees and assigned to the performance of the Service or any part thereof.

Personnel Schedule

A schedule naming all personnel and Key persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and record of the components that make up the Contract price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of work

The document which defines Setsoto Local Municipality's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by Setsoto Local Municipality to perform the services described in the Contract, and legal successors to Makhaotse, Narasimulu & Associates and legally permitted assignees.

Services

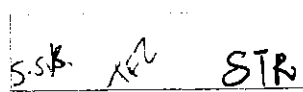
The work to be performed by Makhaotse, Narasimulu & Associates pursuant to the Contract as described in the scope of Work.

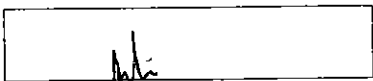
Start Date

The date on which the Services are to commence as stated in the Contract Data.

Subcontractor

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

A person or body corporate who enters into subcontract with Makhaotse, Narasimulu & Associates to perform part of the Services.

2. INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes:
- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.
- 2.2 If there is any conflict between the provisions of these General Conditions of Contract Data, the provisions of the Contract Data shall prevail.
- 2.3 The clause shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contracts shall not be the law of Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Service is altered as a result of change in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract will also change.

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, Makhaotse, Narasimulu & Associates furnished Setsoto Local Municipality with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language


- 3.3.1 The language of the contract and of all communications between Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by Makhaotse, Narasimulu & Associates under the contracts shall be in English.


3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract data. Such communication shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or advance notice of such change.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of Kg. Mocheleng Paved Road

SSK  STR
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

- c) Setsoto Local Municipality or Others do not perform an action, provide access to people, places, or things or perform work in accordance with the programme (see Clause 3.15);
 - d) the contract is suspended in accordance with the provisions of Clause 8.5;
 - e) the contract is restarted following a suspension; or
 - f) an event occurs which neither Party could prevent and which Prevent Makhaotse, Narasimulu & Associates from completing the Services or a part thereof.
- 3.9.2 Makhaotse, Narasimulu & Associates shall submit proposals to change the Contract Price or the Period for Completion (or both) to Setsoto Local Municipality within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, Makhaotse, Narasimulu & Associates shall not be entitled to a change in the Contract Price or Period of Performance.
- 3.9.3 Setsoto Local Municipality shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.
- 3.9.4 Setsoto Local Municipality shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

Makhaotse, Narasimulu & Associates shall, at its own expense, indemnify, protect and defend Setsoto Local Municipality, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by Makhaotse, Narasimulu & Associates in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade-marks and other forms of intellectual property such as copyrights.

3.12 Penalty

- 3.12.1 If due to its negligence, or for reasons within its control, Makhaotse, Narasimulu & Associates does not perform the Services within the Period of Performance or fail to submit draft reports and documents within the prescribed dates for submission, Setsoto Local Municipality shall not without prejudice to its other remedies under the Contract of law, be entitled to levy a penalty of R2000.00 per day for every day or part thereof, which shall elapse between the end of the period specified for performance or submission, or an extended Period of Performance or submission, and the actual date of completion or submission.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

S.S.K. JPV STR

For Setsoto Local Municipality

Mh

For Makhaotse, Narasimulu & Associates

3.12.2 If Setsoto Local Municipality has become entitled to the maximum penalty amount referred to in 3.12.1, the later may after giving notice to Makhaotse, Narasimulu & Associates:

- a) terminate the Contract;
- b) complete the Services at Makhaotse, Narasimulu & Associates' cost.

3.13 Equipment and materials furnished by Setsoto Local Municipality

3.13.1 Equipment and material made available to Makhaotse, Narasimulu & Associates by Setsoto Local Municipality, or purchased by Makhaotse, Narasimulu & Associates with funds provided by Setsoto Local Municipality for the performance of the Services shall be the property of Setsoto Local Municipality and shall be marked accordingly. Upon termination or expiration of the Contract, Makhaotse, Narasimulu & Associates shall make available to Setsoto Local Municipality an inventory of such equipment and materials and shall dispose of them in accordance with Setsoto Local Municipality's instructions.

3.13.2 Makhaotse, Narasimulu & Associates shall, at its own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

Makhaotse, Narasimulu & Associates shall notify Setsoto Local Municipality immediately, on becoming aware that the Contract requires the latter to undertake anything which is illegal or impossible.

3.15 Programme

3.15.1 Makhaotse, Narasimulu & Associates shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for Setsoto Local Municipality's approval a programme for the performance of the Services which shall, inter alia, include:

- a) the order and timing of operations by Makhaotse, Narasimulu & Associates and any actions, access to people places and things and work required of Setsoto Local Municipality and others;
- b) the dates by which Makhaotse, Narasimulu & Associates plans to complete work needed to allow Setsoto Local Municipality and Others to undertake work required of them;
- c) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- d) other information as required in terms of the Scope of Work or Contract Data.


3.15.2 Setsoto Local Municipality may, during the course of the Contract, request Makhaotse, Narasimulu & Associates to amend the programme. Where this is not practicable,

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSK  STR

For Setsoto Local Municipality



For Makhaotse, Narasimulu & Associates

Makhaotse, Narasimulu & Associates shall advise Setsoto Local Municipality accordingly and advise the latter of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if Setsoto Local Municipality fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of request by Makhaotse, Narasimulu & Associates to approve a programme.

3.15.4 Makhaotse, Narasimulu & Associates shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) Whenever a change in the Period of Performance is changed by Setsoto Local Municipality and submit such revised programme to Setsoto Local Municipality for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$(CPI_n - CPI_s) / CPI_s$

where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 Setsoto Local Municipality shall timeously provide to Makhaotse, Narasimulu & Associates, free of cost, all available information and data in Setsoto Local Municipality's possession which may be required for the performance of the Services.


4.1.2 Setsoto Local Municipality shall provide Makhaotse, Narasimulu & Associates with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions


Setsoto Local Municipality shall, within a reasonable time, give its decision on any matter properly referred to the latter in writing by Makhaotse, Narasimulu & Associates so as not to delay the performance of Services.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSK  STR

For Setsoto Local Municipality



For Makhaotse, Narasimulu & Associates

4.3 Assistance

4.3.1 Setsoto Local Municipality shall co-operate with Makhaotse, Narasimulu & Associates and shall not interface with or obstruct the proper performance of the Services. Setsoto Local Municipality shall as soon as practicable:

- a) authorise Makhaotse, Narasimulu & Associates to act as its agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) provide Makhaotse, Narasimulu & Associates access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licences and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on Setsoto Local Municipality's behalf and interpreting and defining Setsoto Local Municipality's policies and requirements in regard to the Services.

4.4 Service of others

Setsoto Local Municipality shall, at its own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

Setsoto Local Municipality shall immediately advise Makhaotse, Narasimulu & Associates on becoming aware of:

- a) any matter other than change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.


4.6 Issue of instructions

Where Makhaotse, Narasimulu & Associates is required to administer the work or services of Others, or any contract or agreement, on behalf of Setsoto Local Municipality, then Setsoto Local Municipality shall issue instructions related to such work, services, contract or agreement only through Makhaotse, Narasimulu & Associates.


4.7 Payment of Service Provider

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSR  STR

For Setsoto Local Municipality



For Makhaotse, Narasimulu & Associates

Setsoto Local Municipality shall pay Makhaotse, Narasimulu & Associates the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

- 5.1.1 Makhaotse, Narasimulu & Associates shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 5.1.2 If Makhaotse, Narasimulu & Associates is a joint venture or consortium of two or more persons, Makhaotse, Narasimulu & Associates shall designate one person to act as a leader with authority to bind the joint venture or consortium shall be altered without the prior consent in writing Setsoto Local Municipality, which shall not be unreasonably withheld.

5.2 Exercise of authority

Makhaotse, Narasimulu & Associates shall have no authority to relieve Others appointed by Setsoto Local Municipality to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective arrangements or contract, unless expressly authorised by Setsoto Local Municipality in response to an application by Makhaotse, Narasimulu & Associates in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to Setsoto Local Municipality on behalf of Makhaotse, Narasimulu & Associates.

5.4 Insurances to be taken out by Makhaotse, Narasimulu & Associates

- 5.4.1 Makhaotse, Narasimulu & Associates shall as a minimum and at its own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.
- 5.4.2 Makhaotse, Narasimulu & Associates shall, at Setsoto Local Municipality's request, provide evidence to Setsoto Local Municipality showing that the insurance required in terms of Clause 5.4.1 above has been taken out and maintenance in force.

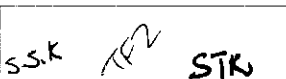
5.5 Service Provider's actions requiring Employer's prior approval

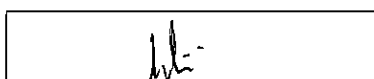
Makhaotse, Narasimulu & Associates shall obtain Setsoto Local Municipality's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other that may be specified in the Contract Data.

5.6 Co-operation with Others

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

If Makhaotse, Narasimulu & Associates is required to perform the Services in co-operation with Others the latter may make recommendations to Setsoto Local Municipality in respect of the appointment of such Others. Makhaotse, Narasimulu & Associates shall, however, only be responsible for its own performance and the performance of Subcontractors otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, Makhaotse, Narasimulu & Associates shall within 14 Days thereof give notice to Setsoto Local Municipality.

5.8 Training of Setsoto Local Municipality Employees

Makhaotse, Narasimulu & Associates is required to provide training during the existence of the Contract to Four (4) Setsoto Local Municipality Employees who will be identified by the latter on the road to registration with Engineering Council of South Africa (ECSA).

6. CONFLICT OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of Makhaotse, Narasimulu & Associates under the Contract shall constitute Makhaotse, Narasimulu & Associates' sole remuneration in connection with the Contract, or the Services, and Makhaotse, Narasimulu & Associates shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of its obligations under the Contract, and shall use its best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

Makhaotse, Narasimulu & Associates shall not have the benefit, whether directly or indirectly, or any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by Setsoto Local Municipality in writing.

6.3 Independence

Makhaotse, Narasimulu & Associates shall refrain from entering into any relationship which could be perceived as compromising its independent judgement, or that of Subcontractors or Personnel.

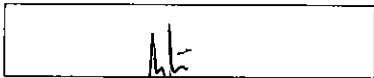
7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 Makhaotse, Narasimulu & Associates shall employ and provide all qualified and experienced personnel required to perform the Services.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

7.1.2 Where required in terms of the Contract, Makhaotse, Narasimulu & Associates shall provide Key Personnel as listed in Contact Data to perform specific Duties. If at any time, a particular Key Personnel cannot be made available, Makhaotse, Narasimulu & Associates may engage a replacement who is equally or better qualified to perform the stated duty, subject to Setsoto Local Municipality's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Personnel shall not exceed that which would have been payable to the person replaced.

7.1.4 Makhaotse, Narasimulu & Associates shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 Makhaotse, Narasimulu & Associates shall take all measures necessary and shall provide all materials and equipment necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 Makhaotse, Narasimulu & Associates shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where Makhaotse, Narasimulu & Associates proposes to utilise a person not named in the Personnel Schedule, the latter shall submit the name, relevant qualifications and experience of the proposed replacement person to Setsoto Local Municipality for approval. Should Setsoto Local Municipality not object in writing within 10 Days of receipt of such notification, the placement shall be deemed to have been approved by Setsoto Local Municipality.


7.2.3 The services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. Makhaotse, Narasimulu & Associates may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 Makhaotse, Narasimulu & Associates shall, if required in terms of Clause 7.2.1:

- a) forward to Setsoto Local Municipality for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform Setsoto Local Municipality of the date of commencement and departure of each member of Personnel during the Course of the Project.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

S.S.K. APV STR
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

- c) submit to Setsoto Local Municipality for its approval a timely request from any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

Makhaotse, Narasimulu & Associates shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when Makhaotse, Narasimulu & Associates has completed all Deliverables in accordance with the Scope of Work.

8.2.2 Makhaotse, Narasimulu & Associates may request an extension to the Period of Performance if the latter is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by Setsoto Local Municipality;
- b) failure of Setsoto Local Municipality to fulfil its obligations under the Contract;
- c) any delay in the performance of the Services which is not due to the Services Provider's default;
- d) *Force Majeure*; or
- e) Suspension.


8.2.3 Makhaotse, Narasimulu & Associates shall within 14 Days of becoming aware that a delay may occur or has occurred, notify Setsoto Local Municipality of its intention to make a request for the extension of the Period of Performance to which the Makhaotse, Narasimulu & Associates Project considers entitled and shall within 30 days after the delay ceases deliver to Setsoto Local Municipality full and detailed particulars of the request.

8.2.4 Setsoto Local Municipality shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform Makhaotse, Narasimulu & Associates that the latter is not entitled to an extension. Should the Makhaotse, Narasimulu & Associates Project find the decision of Setsoto Local Municipality to be unacceptable Makhaotse, Narasimulu & Associates shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute of Clause 12.


8.3 *Force Majeure*

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

S.S.K.  STR

For Setsoto Local Municipality



For Makhaotse, Narasimulu & Associates

8.3.2 In the event that the performance of the services has to be suspended on the ground of *Force Majeure*, the Period of Performance shall be extended by the extent of the day plus a reasonable period for the resumption of work.

8.3.3 During the period of its inability to perform the Services as a result of an event of *Force Majeure*, Makhaotse, Narasimulu & Associates shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by the latter in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 Setsoto Local Municipality may terminate the Contract:

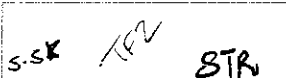
- a) where the Services are no longer required;
- b) where the funding for the Services is no longer available;
- c) if Makhaotse, Narasimulu & Associates does not remedy a failure in the performance of its obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further periods as Setsoto Local Municipality may have subsequently approved in writing;
- d) if Makhaotse, Narasimulu & Associates becomes insolvent or liquidated;
- e) if, as the Result of *Force Majeure*, Makhaotse, Narasimulu & Associates is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

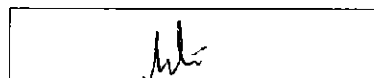
8.4.2 Setsoto Local Municipality shall give Makhaotse, Narasimulu & Associates not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 Makhaotse, Narasimulu & Associates may terminate the Contract, by giving not less than thirty (30) Days written notice to Setsoto Local Municipality after the occurrence of any of the following events:

- a) if Setsoto Local Municipality fails to pay any monies due to Makhaotse, Narasimulu & Associates in terms of the Contract not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from Makhaotse, Narasimulu & Associates that such payment is overdue; or
- b) if, as the result of *Force Majeure*, Makhaotse, Narasimulu & Associates is unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to Makhaotse, Narasimulu & Associates that it will be impossible or impractical to

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

resume the suspended Service before the period of suspension has exceeded the period stated in the Contract Data; or

- d) if Setsoto Local Municipality is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring the latter to do so.

8.4.4 Upon termination pursuant to Clauses 8.4.1 or 8.4.3, Setsoto Local Municipality shall remunerate Makhaotse, Narasimulu & Associates in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse Makhaotse, Narasimulu & Associates any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should Makhaotse, Narasimulu & Associates, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond its control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 Setsoto Local Municipality may temporarily suspend all or part of the Services by notice to Makhaotse, Narasimulu & Associates who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, Makhaotse, Narasimulu & Associates shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties.

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by Makhaotse, Narasimulu & Associates in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in Makhaotse, Narasimulu & Associates, Setsoto Local Municipality shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain Makhaotse, Narasimulu & Associates' permission to copy for such use. Where copyright is vested in Setsoto Local Municipality, Makhaotse, Narasimulu & Associates shall not be liable in any way for the use of any of the information other than as originally intended for the Project and Setsoto Local Municipality the latter thereby indemnifies Makhaotse, Narasimulu & Associates against any claim which may be made

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

S.S.K. *RFV* STR

For Setsoto Local Municipality

ML

For Makhaotse, Narasimulu & Associates

against the latter by any party arising from the use of such documentation for other purposes.

- 9.2 The ownership of data and factual information collected by Makhaotse, Narasimulu & Associates and paid for by Setsoto Local Municipality shall, after payment by Setsoto Local Municipality, lie with Setsoto Local Municipality.
- 9.3 Setsoto Local Municipality shall have no right to use any documents prepared by Makhaotse, Narasimulu & Associates Projects whilst the payment of any fees and expenses due to Makhaotse, Narasimulu & Associates in terms of the Contract is overdue.

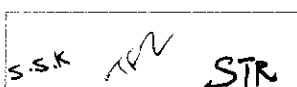
10. SUCCESSION AND ASSIGNMENT

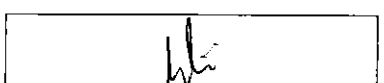
- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives of the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which Makhaotse, Narasimulu & Associates transfers its rights and obligations under the Contract, or part thereof, to others.
- 10.3 Makhaotse, Narasimulu & Associates shall not, without the prior written consent of Setsoto Local Municipality, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:-
- a) by a charge in favour of Makhaotse, Narasimulu & Associates' bankers of any monies due or to become due under the Contract; or
 - b) by assignment to Makhaotse, Narasimulu & Associates's insurers of Makhaotse, Narasimulu & Associates's rights to obtain relief against any other person liable in cases where the insurers have discharged Makhaotse, Narasimulu & Associates's loss or liability.
- 10.4 The approval of an assignment by Setsoto Local Municipality shall not relieve Makhaotse, Narasimulu & Associates of its obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If Makhaotse, Narasimulu & Associates has assigned its Contract or part thereof without authorisation, Setsoto Local Municipality may forthwith terminate the Contract and the third party will have no claim against Setsoto Local Municipality resulting from such termination.

11. SUBCONTRACTING

- 11.1 A Service Provider may not subcontract any work which the latter has the skill and competency to perform, unless otherwise permitted in the Contract Data.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

- 11.2 A subcontract, where permitted in terms in terms of Contract Data, shall be valid only if it is a written agreement by which Makhaotse, Narasimulu & Associates entrusts performance of a part of the Services to Others.
- 11.3 Makhaotse, Narasimulu & Associates Consulting shall not subcontract to nor engage a Subcontractor to perform any part of Services without the prior written authorisation of Setsoto Local Municipality. The services to be subcontracted and the identity of the Subcontract shall be notified to Setsoto Local Municipality. Setsoto Local Municipality shall, within 14 Days of receipt of the and a full motivation why such services are to be subcontracted, notify Makhaotse, Narasimulu & Associates of its decision, stating reasons, should the latter withhold such authorisation. If Makhaotse, Narasimulu & Associates enters into a subcontract with a Subcontractor without prior approval, Setsoto Local Municipality may forthwith terminate the Contract.
- 11.4 Setsoto Local Municipality shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by Setsoto Local Municipality to be incompetent, Setsoto Local Municipality may request Makhaotse, Narasimulu & Associates either to provide subcontractor with qualifications and experience acceptable to Setsoto Local Municipality as a replacement, or to resume the performance of the relevant part of the Services.
- 11.5 Makhaotse, Narasimulu & Associates shall advise Setsoto Local Municipality without delay of the variation or termination of any subcontractor for performance of all or part of the Services.
- 11.6 Makhaotse, Narasimulu & Associates shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as they were the acts, defaults or negligence of Makhaotse, Narasimulu & Associates Consulting, its agents or employees. Approval by Setsoto Local Municipality of the subcontracting of any part of the Contract or the engagement by Makhaotse, Narasimulu & Associates of Subcontractors to perform any part of the Services shall not relieve Makhaotse, Narasimulu & Associates of any of its obligations under the Contract.

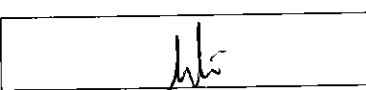
12 RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiation have failed.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either Mediation or Adjudication as provided for in the Contract Data.

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single Mediator. The Mediator shall be selected by agreement between the Parties or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the Mediation shall be borne equally by both Parties.

12.2.2 The Mediator shall convene the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter shall be bound by such agreement.

12.2.3 The Mediator is authorised to end the mediation process at any time if in its opinion further efforts would not contribute to a resolution of the dispute between the parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the Mediator or should the Mediation fail, then such Party may require that the dispute be referred to Arbitration or Litigation in a competent Civil Court, as provided for in the Contract Data.

12.3 Adjudication

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.


12.3.2 The Adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Board's Adjudication Procedure.

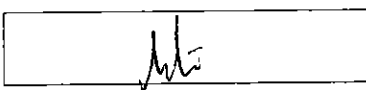
12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to Arbitration or Litigation in a competent Civil Court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding to the Parties.

12.4 Arbitration

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

  
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single Arbitrator in accordance with the provisions of the Arbitration Act of 1965 (as amended) and shall be conducted in accordance with such procedure as may be agreed upon between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitration published by the Association of Arbitrators current at the date the Arbitrator is appointed.

12.4.2 The Arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13 LIABILITY

13.1 Liability of Makhaotse, Narasimulu & Associates

13.1.1 Makhaotse, Narasimulu & Associates shall be liable to Setsoto Local Municipality arising out of or in connection with the Contract if a breach of Clause 5.1 is established against Setsoto Local Municipality.

13.1.2 Makhaotse, Narasimulu & Associates shall correct a defect on becoming aware of it. If Makhaotse, Narasimulu & Associates does not correct the defect within a reasonable time stated in a notification and the defect arose from a failure of Makhaotse, Narasimulu & Associates to comply with its obligation to provide the Services, Makhaotse, Narasimulu & Associates shall pay to Setsoto Local Municipality the amount which Setsoto Local Municipality assesses as being the cost of having such defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to Setsoto Local Municipality in terms of this Contract and shall carry individually the minimum levels of insurance stated in the contract Data, if any.

13.2 Liability of Setsoto Local Municipality

Setsoto Local Municipality shall be liable to Makhaotse, Narasimulu & Associates arising out of or in connection with the Contract if a breach of an obligation of its terms of the Contract is established. Makhaotse, Narasimulu & Associates shall have no separate delictual right of action against Setsoto Local Municipality.


13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- a) Compensation shall be limited to the amount of reasonably foreseeable loss or damages suffered as a result of the breach.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

  STR
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

- b) In any event, the amount of compensation will be limited the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 (as amended) or any other applicable statute of limitation of liability neither Setsoto Local Municipality nor Makhaotse, Narasimulu & Associates shall be liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the contract is limited to:

- a) the sum insured in terms of Clause 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to the amount of fees payable to Makhaotse, Narasimulu & Associates under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for its reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.



13.6 Indemnity by Setsoto Local Municipality


Unless otherwise indicated in the Contract Data, Setsoto Local Municipality shall indemnify Makhaotse, Narasimulu & Associates against all claims by the third parties which arise out of or in connection with the performance of the Service save to the extent that such claims do not in the aggregate exceed the limit of compensation in Cause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

  STR
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

- 13.7.2 Makhaotse, Narasimulu & Associates shall have no liability whatsoever for actions, claims, losses or damages occasioned by:-
- a) Setsoto Local Municipality omitting to act on any recommendation, or overriding any act, decision or recommendation of Makhaotse, Narasimulu & Associates, or requiring Makhaotse, Narasimulu & Associates to implement a decision or recommendation with which Makhaotse, Narasimulu & Associates disagrees or on which the latter expresses a serious reservation; or
 - b) the improper execution of Makhaotse, Narasimulu & Associates' instructions by agents, employees or independent contractors of Setsoto Local Municipality.

14 REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

Setsoto Local Municipality shall remunerate and reimburse Makhaotse, Narasimulu & Associates for the performance of the Services as set out in the Pricing Data annexed hereto. If not otherwise stated in the said Pricing Data, the following shall apply:

- 14.1 Makhaotse, Narasimulu & Associates shall be entitled to render interim monthly be entitled to render interim monthly accounts for fees or reimbursement throughout the duration of the Contract. Interim amounts of lump sum fees shall be based on the progress.
- 14.2 Amounts due to Makhaotse, Narasimulu & Associates shall be paid by Setsoto Local Municipality within thirty (30) days of receipt by the latter of the relevant invoice.
- 14.3 If any item or part of an item in the invoice submitted by Makhaotse, Narasimulu & Associates is disputed by Setsoto Local Municipality, the latter shall, before the due date of payment, give notice thereof with reasons to Makhaotse, Narasimulu & Associates.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses Makhaotse, Narasimulu & Associates shall maintain the records in support of such charges and expenses for a period of twenty four (24) months after the completion or termination of the Contract. Within this period Setsoto Local Municipality may, on not less than 14 days notice, require that a reputable and independent firm of accountants or engineers, nominated by Sestsoto Local Municipality at its expense, audit any claim made by Makhaotse, Narasimulu & Associates for time charges and expenses by attending during normal working hours at the office where the records are maintained.


15 AMOUNTS DUE TO SETSOTO LOCAL MUNICIPALITY

Amounts due to Setsoto Local Municipality shall be paid by Makhaotse, Narasimulu & Associates within thirty (30) days of receipt of the latter of the relevant invoices. If Setsoto Local Municipality does not receive payment by the due date, Setsoto Local Municipality shall be entitled to charge interest on an unpaid amount, which is payable by Makhaotse, Narasimulu & Associates, at the rate stated in the Contract Data, calculated from the due date for payment.

16 PERSONNEL SCHEDULE

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

 
For Setsoto Local Municipality


For Makhaotse, Narasimulu & Associates

Title	Name	Surname	Qualifications	Exp(Yrs)	Project Position
Mr	T.M	Makhaotse	Pr Tech Eng		Project Leader
Mr	S	Narasimulu	Pr Tech Eng.	21	Technical Director and Quality Assurance
Mr	D	Pillay	Pr Tech. Eng.		Project Engineer (Roads & Stormwater)
Mr	T	Chetty	Technologist		Design Support & Cad
Mr	M	Dwarika	Draughtsman		Design Support & Cad
Mr	R.J	Mubyalamo	Technologist		Construction Supervision & Administration
Mr	S.L	Thobejane	Technician		Construction Supervision & Administration
Mr	M	Mthembu	Student Technician		Assistant Construction Supervision & Administration

17 CONTRACT DATA

The conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board and includes the attached appendices which form part of the contract.

17.1 PART 1: DATA PROVIDED BY THE SETSOTO LOCAL MUNICIPALITY

CLAUSE	DESCRIPTION
	The Employer is: <u>Setsotho Local Municipality</u>
	The authorised and designated representative of the Employer is: Name: <u>MR. S.T.R. RAMAKARANE</u>

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates

Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSK *REV* STR

For Setsoto Local Municipality

Mi

For Makhaotse, Narasimulu & Associates

	<p>The contacts for communications are:-</p> <p>Telephone: 051 933 9302</p> <p>Faxsimile : 051 933 6282.</p> <p>E-mail: manager@setsoto.co.za</p> <p>Address: P O Box 116 Ficksburg 9730</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PART 2: DATA PROVIDED BY MAKHAOTSE, NARASIMULU & ASSOCIATES

CLAUSE	DESCRIPTION
	The Service Provider is: MAKHAOTSE, NARASIMULU & ASSOCIATES
	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: MARVIN MAKHAOTSE</p> <p>The contacts for communications are:-</p> <p>Telephone: 058 308 3562 / 082 601 3258</p> <p>Faxsimile : 086 608 6316.</p> <p>E-mail: mmakhaotse@mmg-za.co.za</p> <p>Address: 38 MULLER STREET BETHLEHEM 9700</p>

PART 3: KEY DATA

	The Period of Performance is 18 months
	The Start Date is 29/01/2015

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
 Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSK *TFZ* STR
 For Setsoto Local Municipality

hi
 For Makhaotse, Narasimulu & Associates

	The Contract Price is: <u>R 1138158-00</u>
	The Programme shall be submitted within <u>7</u> Days of the award of the Contract
	The Draft report shall be submitted within <u>35</u> Days of the award of the Contract
	In the event that the Parties fails to agree on a mediator, the mediator is nominated by <u>agreed parties</u>
	In the event that the Parties fails to agree on an arbitrator, the Arbitrator is nominated by <u>person named in the Contract Date</u>

PART 4: APPENDIXES

APPENDIX A : SPECIFICATION AND ADDITIONAL CONDITIONS OF TENDER (Pages 2-12)

APPENDIX B : PRICING DATA (Pages 24-29)

APPENDIX C : OFFER AND ACCEPTANCE (Pages 30-32)

APPENDIX D : LAYOUT PLAN

Dated at FICKSBURG on this the day of FEBRUARY 2015.



STR RAMAKARANE

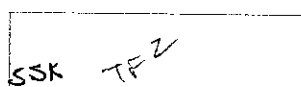
MUNICIPAL MANAGER: SETSOTO LOCAL MUNICIPALITY

As WITNESSES:-

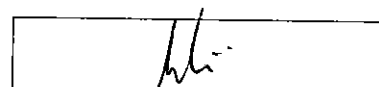
1. THOBELA CONDI 

Name & Signature

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road


SSK TFZ

For Setsoto Local Municipality



For Makhaotse, Narasimulu & Associates

2. _____

Name & Signature

Dated at BETHLEHEM on this the 30 day of JANUARY 2015.

FOR: MAKHAOTSE, NARASIMULU & ASSOCIATES

As WITNESSES:-

1. MVELASE _____
Name & Signature

2. _____
Name & Signature
JEAN

 MAKHAOTSE, NARASIMULU & ASSOCIATES (PTY) LTD Consulting Civil Engineers and Project Managers	
P.O. Box 865 Bethlehem 9700	38 Muller Street Sun Square Building Unit 1, Bethlehem, 9700
Tel : 053 - 303 3562 Fax : 086 - 608 6316	email : beth@mna-sa.co.za website : www.mna-sa.co.za

SERVICE LEVEL AGREEMENT: Setsoto Local Municipality and Makhaotse, Narasimulu & Associates
Project: Professional Services for the Construction of 3Km Meqheleng Paved Road

SSK TRZ STR
For Setsoto Local Municipality

For Makhaotse, Narasimulu & Associates



SETSOTO

LOCAL MUNICIPALITY
PLAASLIKE MUNISIPALITEIT
MASEPALA WA LEHAE

Head Office
27 Voortrekker Street
FICKSBURG

Tel: (051) 933 9300

Fax: (051) 933 9309

(051) 933 3321

E-mail: admin@setsoto.co.za

ENGINEERING SERVICES

P.O. Box 116

FICKSBURG

9730

Tel: (051) 933 9304

Fax: (051)933 9309

E-mail: technical@setsoto.co.za

YOUR REF: T27(2014/15)

OUR REF: T27(2014/15)

Date: 18 June 2014

TO ALL TENDERES

CONTRACT NO. T26 (2014/15)

CONSTRUCTION OF A 3KM PAVED ROAD AND STORMWATER DRAINAGE SYSTEM IN
SENEKAL/MATWABENG

ADDENDUM TO TENDER DOCUMENT

This "Addendum to Tender Documents" is an addition to the tender document and will be listed as item number 25 of the tender specification and conditions of tender. Any tenderer submitted will be deemed to be in accordance with the following instruction.

1. TENDER SPECIFICATION AND CONDITIONS OF TENDER

25. The successful tenderer will be required to provide training to the 3 Municipal Employees on the road to registration with Engineering Council of South Africa (ECSA).

Kindly acknowledge receipt of this Addendum by email using the enclosed Acknowledgement Form

Yours Faithfully

THABO MOKHETHOA (Mr)
ACTING DIRECTOR ENGINEERING SERVICES

All correspondence to be addressed to Head Office /Alle korrespondensie gerig moet word aan Hoofkantoor
/Mangolo ohle a lebiswe Ntlokolo

"Re sebeletsa kalleho"

www.setsoto.info.co.za

STR



SETSOTO

LOCAL MUNICIPALITY
PLAASLIKE MUNISIPALITEIT
MASEPALA WA LEHAE

Head Office
27 Voortrekker Street
FICKSBURG
Tel: (051) 933 9300
Fax: (051) 933 9309
(051) 933 3321
E-mail: admin@setsoto.co.za

ENGINEERING SERVICES
P.O. Box 116
FICKSBURG
9730
Tel: (051) 933 9304
Fax: (051) 933 9309
E-mail: technical@setsoto.co.za

YOUR REF: T26(2014/15)

OUR REF: T26(2014/15)

CONTRACT NO. T26 (2014/15)

CONSTRUCTION OF A 3KM PAVED ROAD AND STORMWATER DRAINAGE SYSTEM IN
FICKSBURG/MEQHELENG

ADDENDUM TO TENDER DOCUMENT

We acknowledge the receipt of the above Addendum and confirm that any tender we submit will take account of the instructions detailed therein

Date... 30/01/2015

Signed: ...MARRIN MACHAOTSE..... *M*

On behalf of..... MACHAOTSE, NARASIMULU & ASSOCIATES

STR

All correspondence to be addressed to Head Office /Alle korrespondensie gerig moet word aan Hoofkantoor
/Mangolo ohle a lebiswe Ntlokgolo

"Re sebeletsa kalleho"
www.setsoto.info.co.za