



SERVICE LEVEL AGREEMENT BETWEEN:

SETSOTO LOCAL MUNICIPALITY



AND



EPITOME CONSULTING

FOR

**THE CONSTRUCTION OF 2.2KM PAVED ROAD AND STORMWATER DRAINAGE IN
MATWABENG/SENEKAL**

For Setsoto LM

For Epitome Consulting



CONTENTS

Page

1. DEFINITIONS.....	6
2. INTERPRETATION.....	7
3. GENERAL.....	8
3.1 Governing law.....	8
3.2 Change in legislation.....	8
3.3 Language.....	8
3.4 Notices.....	8
3.5 Location.....	8
3.6 Publicity and publication.....	8
3.7 Confidentiality.....	9
3.8 Variations.....	9
3.9 Changes to the Contract Price or Period of Performance.....	9
3.10 Sole agreement.....	9
3.11 Indemnification.....	9
3.12 Penalty.....	10
3.13 Equipment and materials furnished by Setsoto Local Municipality.....	10
3.14 Illegal and impossible requirements.....	10
3.15 Programme.....	10
3.16 Price adjustment to time-based fees for inflation.....	11
4. EMPLOYER'S OBLIGATIONS.....	11

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2011/04/23



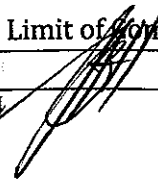
4.1	Information.....	11
4.2	Decisions.....	11
4.3	Assistance.....	12
4.4	Services of Others	12
4.5	Notification of material change or defect.....	12
4.6	Issue of instructions.....	12
4.7	Payment of Service Provider.....	12
5	SERVICE PROVIDER'S OBLIGATIONS.....	12
5.1	General.....	13
5.2	Exercise of authority.....	13
5.3	Designated representative	13
5.4	Insurances to be taken out by Epitome Consulting.....	13
5.5	Service Provider's actions requiring Employer's prior approval	13
5.6	Co-operation with Others	13
5.7	Notice of change by Service Provider	14
6	CONFLICTS OF INTEREST	14
6.1	Service Provider not to benefit from commissions, discounts, etc.....	14
6.2	Royalties and the like	14
6.3	Independence.....	14
7	SERVICE PROVIDER'S PERSONNEL	14
7.1	General.....	14



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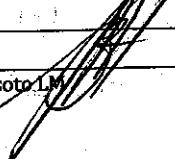
7.2	Provision of Personnel in terms of a Personnel Schedule.....	15
8.	COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION.....	15
8.1	Commencement of Services.....	15
8.2	Completion.....	15
8.3	Force Majeure.....	16
8.4	Termination.....	16
8.5	Suspension.....	17
8.6	Rights and liabilities of the Parties.....	17
9.	OWNERSHIP OF DOCUMENTS AND COPYRIGHT.....	17
10.	SUCCESSION AND ASSIGNMENT.....	18
11.	SUBCONTRACTING.....	18
12.	RESOLUTION OF DISPUTES.....	19
12.1	Settlement.....	19
12.2	Mediation.....	19
12.3	Adjudication.....	19
12.4	Arbitration.....	20
13.	LIABILITY.....	20
13.1	Liability of Epitome Consulting.....	20
13.2	Liability of Setsoto Local Municipality.....	20
13.3	Compensation.....	20
13.4	Duration of Liability.....	20
13.5	Limit of compensation.....	21

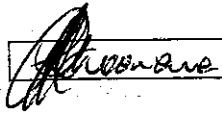

For Setsoto LM


For Epitome Consulting



13.6	Indemnity by Setsoto Local Municipality.....	21
13.7	Exceptions.....	21
14.	REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER.....	21
15	AMOUNTS DUE TO SETSOTO LOCAL MUNICIPALITY.....	22
16	PERSONNEL SCHEDULE.....	22
17	CONTRACT DATA.....	23
17.1	PART 1: DATA PROVIDED BY THE EMPLOYER.....	23
17.2	PART 2: DATA PROVIDED BY THE SERVICE PROVIDER.....	26
3	FORM OF OFFER AND ACCEPTANCE.....	27

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the 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 of Contract, 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 the 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

The contracting party named in the Contract who employs Epitome Consulting.

Force Majeure

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

Key Persons

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

Others

Persons or organisations who are not Setsoto Local Municipality, Epitome Consulting or any employee, Subcontractor, or supplier of Epitome Consulting.

Parties

Setsoto Local Municipality and Epitome Consulting.

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Period of Performance

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

Personnel

Persons hired by Epitome Consulting as employees and assigned to the performance of the Services 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 the 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 Epitome Consulting and legally permitted assignees.

Services

The work to be performed by Epitome Consulting 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

A person or body corporate who enters into a subcontract with Epitome Consulting 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 and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause that alterations shall not limit, alter or affect the meaning of the Contract.

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3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes 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

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, Epitome Consulting 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 the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by Epitome Consulting under the Contract shall be in English.

3.4 Notices

3.4.1 Any notice, request, consent, approvals or other communication 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 authorized 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 facsimile to such Party

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as Setsoto Local Municipality may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, Epitome Consulting shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of Setsoto Local Municipality, which approval by Setsoto Local Municipality shall not be unreasonably withheld.

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3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 Setsoto Local Municipality may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request Epitome Consulting to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by Setsoto Local Municipality, including any change in the Contract Price, shall be agreed between Epitome Consulting and Setsoto Local Municipality.

3.8.3 Where a variation is necessitated by default or breach of Contract by Epitome Consulting, any additional cost attributable to such variation shall be borne by Epitome Consulting.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 Epitome Consulting is entitled to apply to Setsoto Local Municipality for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- 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 prevents Epitome Consulting from completing the Services or a part thereof

3.9.2 Epitome Consulting 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, Epitome Consulting 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 is 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. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

Epitome Consulting 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

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from any negligent act or omission by Epitome Consulting 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, Epitome Consulting does not perform the Services within the Period of Performance, Setsoto Local Municipality shall without prejudice to its other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If Setsoto Local Municipality has become entitled to the maximum penalty amount referred to in 3.12.1, the latter may after giving notice to Epitome Consulting:

- a) terminate the Contract
- b) complete the Services at Epitome Consulting's cost.

3.13 Equipment and materials furnished by Setsoto Local Municipality

3.13.1 Equipment and materials made available to Epitome Consulting by Setsoto Local Municipality, or purchased by Epitome Consulting 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, Epitome Consulting 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 Epitome Consulting 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

Epitome Consulting 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 Epitome Consulting 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 Epitome Consulting and any actions, access to people, places and things and work required of Setsoto Local Municipality and Others;
- b) the dates by which Epitome Consulting plans to complete work needed to allow Setsoto Local Municipality and Others to undertake work required of them;
- c) provisions for float;

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- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) 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 Epitome Consulting to amend the programme. Where this is not practicable, Epitome Consulting 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 a request by Epitome Consulting to approve a programme.

3.15.3 Epitome Consulting 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:

$$\frac{(CPI_n - CPI_s)}{CPI_s}$$

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 Epitome Consulting, 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 Epitome Consulting 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 Epitome Consulting so as not to delay the performance of Services.

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4.3 Assistance

4.3.1 Setsoto Local Municipality shall co-operate with Epitome Consulting and shall not interfere with or obstruct the proper performance of the Services. Setsoto Local Municipality shall as soon as practicable:

- a) authorise Epitome Consulting 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) procure Epitome Consulting's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses 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 Services 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 Epitome Consulting on becoming aware of:

- a) any matter other than a 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 Epitome Consulting 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 Epitome Consulting.

4.7 Payment of Service Provider

Setsoto Local Municipality shall pay Epitome Consulting the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

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5.1 General

5.1.1 Epitome Consulting 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 Epitome Consulting is a joint venture or consortium of two or more persons, Epitome Consulting shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of Setsoto Local Municipality, which shall not be unreasonably withheld.

5.2 Exercise of authority

Epitome Consulting 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 agreements or contracts, unless expressly authorised by Setsoto Local Municipality in response to an application by Epitome Consulting 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 Epitome Consulting.

5.4 Insurances to be taken out by Epitome Consulting

5.4.1 Epitome Consulting 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 Epitome Consulting 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 has been taken out and maintained in force.

Service Provider's actions requiring Employer's prior approval

Epitome Consulting 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 action that may be specified in the Contract Data.

5.6 Co-operation with Others

If Epitome Consulting 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. Epitome Consulting shall, however, only be responsible for its own performance and the performance of Subcontractors unless otherwise provided for.

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5.7 Notice of change by Service Provider

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

6. CONFLICTS OF INTEREST

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

The remuneration of Epitome Consulting under the Contract shall constitute Epitome Consulting's sole remuneration in connection with the Contract, or the Services, and Epitome Consulting 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

Epitome Consulting shall not have the benefit, whether directly or indirectly, of 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

Epitome Consulting shall refrain from entering into any relationship which could be perceived as compromising its independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 Epitome Consulting shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, Epitome Consulting shall provide Key Persons as defined in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, Epitome Consulting 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 Person shall not exceed that which would have been payable to the person replaced.

7.1.4 Epitome Consulting 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 Epitome Consulting shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

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7.2 Provision of Personnel in terms of a Personnel Schedule

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

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

Epitome Consulting 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 Epitome Consulting has completed all Deliverables in accordance with the Scope of Work.

8.2.2 Epitome Consulting 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 Service Provider's default;
- d) *Force Majeure*; or
- e) suspension.

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8.2.3 Epitome Consulting 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 latter considers the latter self 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 Epitome Consulting that the latter is not entitled to an extension. Should the Service Provider find the decision of Setsoto Local Municipality to be unacceptable the latter shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms 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 has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay 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*, Epitome Consulting 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 Epitome Consulting 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 period as Setsoto Local Municipality may have subsequently approved in writing;
- (d) if Epitome Consulting becomes insolvent or liquidated; or
- (e) if, as the result of *Force Majeure*, Epitome Consulting 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 Epitome Consulting not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 Epitome Consulting 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 Epitome Consulting in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from Epitome Consulting that such payment is overdue; or

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- (b) if, as the result of *Force Majeure*, Epitome Consulting 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 Epitome Consulting that it will be impossible or impractical to resume the suspended Services 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 of this Contract pursuant to Clauses 8.4.1 or 8.4.3, Setsoto Local Municipality shall remunerate Epitome Consulting in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse Epitome Consulting 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 Epitome Consulting, 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 Epitome Consulting who Shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, Epitome Consulting 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.

OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by Epitome Consulting 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 Epitome Consulting, 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 Epitome Consulting's permission to copy for such use. Where copyright is vested in Setsoto Local Municipality, Epitome Consulting 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 by indemnifies Epitome Consulting against any claim which may be made 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 Epitome Consulting and paid for by Setsoto Local Municipality shall, after payment by Setsoto Local Municipality, lie with Setsoto Local Municipality.

For Setsoto LM

For Epitome Consulting



9.3 Setsoto Local Municipality shall have no right to use any documents prepared by Epitome Consulting whilst the payment of any fees and expenses due to Epitome Consulting 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 to 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 Epitome Consulting transfers its rights and obligations under the Contract, or part thereof, to others.

10.3 Epitome Consulting 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 Epitome Consulting's bankers of any monies due or to become due under the Contract; or

(b) by assignment to Epitome Consulting's insurers of Epitome Consulting's right to obtain relief against any other person liable in cases where the insurers have discharged Epitome Consulting's loss or liability.

10.4 The approval of an assignment by Setsoto Local Municipality shall not relieve Epitome Consulting of its obligations for the part of the Contract already performed or the part not assigned.

10.5 If Epitome Consulting has assigned its Contract or part thereof without authorization, 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.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which Epitome Consulting entrusts performance of a part of the Services to Others.

11.3 Epitome Consulting shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of Setsoto Local Municipality. The services to be subcontracted and the identity of the Subcontractor shall be notified to Setsoto Local Municipality. Setsoto Local Municipality shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify Epitome Consulting of its decision, stating reasons, should the latter withhold such authorization. If Epitome Consulting 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 Epitome Consulting either to provide a 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 the latterself.

11.5 Epitome Consulting shall advise Setsoto Local Municipality without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 Epitome Consulting shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or

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negligence of Epitome Consulting, its agents or employees. Approval by Setsoto Local Municipality of the subcontracting of any part of the Contract or of the engagement by Epitome Consulting of Subcontractors to perform any part of the Services shall not relieve Epitome Consulting 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 negotiations have failed.

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 the Parties.

12.2.2 The mediator shall convene a the latteraring of 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 they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in its opinion further efforts at mediation 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 Development 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. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

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 on the Parties.

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12.4 Arbitration

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 between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations 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.

13.1 LIABILITY

13.1 Liability of Epitome Consulting

13.1.1 Epitome Consulting 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 the latter.

13.1.2 Epitome Consulting shall correct a Defect on becoming aware of it. If Epitome Consulting does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of Epitome Consulting to comply with its obligation to provide the Services, Epitome Consulting shall pay to Setsoto Local Municipality the amount which the latter 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

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

13.3 Compensation

13.3.1 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 and damage suffered as a result of the breach.

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

13.4 Duration of Liability

13.4.1 Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither Setsoto Local Municipality nor Epitome Consulting shall be the latterd liable for any loss or damage resulting from any occurrence unless a claim is formally made

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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:

- 13.5.2 a) the sum insured in terms of 5.4 in respect of insurable events; and
- 13.5.2 b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to Epitome Consulting 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 Epitome Consulting against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 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.

13.7.2 Epitome Consulting shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- 13.7.2 a) Setsoto Local Municipality omitting to act on any recommendation, or overriding any act, decision or recommendation, of Epitome Consulting, or requiring Epitome Consulting to implement a decision or recommendation with which Epitome Consulting disagrees or on which the latter expresses a serious reservation; or
- 13.7.2 b) the improper execution of Epitome Consulting's 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 Epitome Consulting for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 Epitome Consulting shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

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- 14.2 Amounts due to Epitome Consulting shall be paid by Setsoto Local Municipality within thirty (30) Days of receipt by the latter of the relevant invoices. If Epitome Consulting does not receive payment by the due date, the latter shall be entitled to charge interest on the unpaid amount, which is payable by Setsoto Local Municipality, at the prime interest rate charged by its bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by Epitome Consulting is disputed by Setsoto Local Municipality, the latter shall, before the due date of payment, give notice thereof with reasons to Epitome Consulting, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to Epitome Consulting.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses Epitome Consulting shall maintain records in support of such charges and expenses for a period of twenty four 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, nominated by the latter at its expense, audit any claims made by Epitome Consulting for time charges and expenses by attending during normal working hours at the office where the records are maintained.

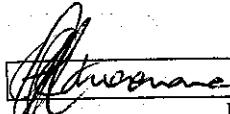
AMOUNTS DUE TO SETSOTO LOCAL MUNICIPALITY

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

16 PERSONNEL SCHEDULE

Name	Specific duties	Qualifications	Period
Clement Mokoene	Project Engineer	BSc(Eng)(Civil), GDE, NQF7	48
Shepherd Sibanda	Resident Engineer	BSc(Eng)(Civil), GDE, NQF8	48
Mashudu Mudzuli	Assistant Resident Engineer	BTech(Civil)	48
Violetia Diaz	Geometric Design	BTech(Civil)	8
Stephen Mutale	Materials Engineer	BSc(Eng)(Civil), GDE, NQF8	16

For Setsoto LM


For Epitome Consulting



17 CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

17.1 PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2004), published by the South African Institution of Civil Engineering, is applicable to this Contract.

CONTRACT SPECIFIC DATA

Clause	Description
	The Employer is the
3.4 and 4.3.2	The authorised and designated representative of the Employer is: Name: The address for receipt of communications is: Telephone: Facsimile: E-mail: Address:
1	The Project is
1	The Period of Performance is
1	The Start Date is Insert the date on which Services are to commence.
3.4.1	Communications by e-mail / facsimile is not permitted. Omit if permitted. Delete that which is not applicable.
3.5	The location for the performance of the Project is

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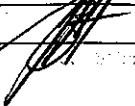
Clause	Description
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data
3.12	The penalty payable is R per Day subject to a maximum amount of R
3.15.1	The programme shall be submitted within Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding weeks.
3.16	The time-based fees shall not be adjusted for inflation. Omit if the default provisions are appropriate
13.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.
6.1	Insurance against: Cover is: Period of cover:
6.2	Insurance against Cover is: Period of cover:
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1 2
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within Days of date that the Contract becomes effective.
8.2.1	The Contract is concluded when

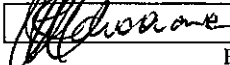
For Setsoto LM

For Epitome Consulting



Clause	Description
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed months/ weeks
9.1	Copyright of documents prepared for the Project shall be vested with the
11.1	A Service Provider may subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by mediation /adjudication
12.2/12.3	Final settlement is by litigation / arbitration Delete the option that is not selected
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by
12.3.3	The adjudicator is the person appointed by the (name of an official within a body / association) Tel Fax..... No.....
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of.....
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within months from the date of termination or completion of the Contract. Not required if the standard provisions of Clause 13.4 are acceptable.
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R..... Or The provisions of 13.5 do not apply to the Contract
13.6	The provisions of 13.6 do not apply to the Contract Insert if provisions are not to apply
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due. or The interest rates will be The additional conditions of contract are:

For Setsoto LM 


For Epitome Consulting



17.2 PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause																									
1	<p>The Service Provider is: Epitome Consulting</p> <p>Telephone: (011) 979 5093</p> <p>Faxsimile: 086 505 0993</p> <p>E-mail: clement@epitomize.co.za</p> <p>Address: Shop 4 44 Vanriebeeck Street Senekal, 9485</p>																								
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: Clement Mokoene</p> <p>The address for receipt of communications is:</p> <p>Telephone: 083 404 2135</p> <p>Faxsimile: 086 505 0993</p> <p>Address: Shop 4, 44 Vanriebeeck Street, Senekal, 9485</p>																								
1	<p>The Period of Performance is</p>																								
5.5	<p>The Key Persons and their jobs / functions in relation to the services are:</p>																								
7.1.2	<table border="1"> <thead> <tr> <th>Name</th> <th>Specific duties</th> <th>Qualifications</th> <th>Period</th> </tr> </thead> <tbody> <tr> <td>Clement Mokoene</td> <td>Project Engineer</td> <td>BSc(Eng)(Civil), GDE, NQF7</td> <td>48</td> </tr> <tr> <td>Shepherd Sibanda</td> <td>Resident Engineer</td> <td>BSc(Eng)(Civil), GDE, NQF8</td> <td>48</td> </tr> <tr> <td>Mashudu Mudzuli</td> <td>Assistant Resident Engineer</td> <td>BTech(Civil)</td> <td>48</td> </tr> <tr> <td>Violetia Diaz</td> <td>Geometric Design</td> <td>BTech(Civil)</td> <td>8</td> </tr> <tr> <td>Stephen Mutale</td> <td>Materials Engineer</td> <td>BSc(Eng)(Civil), GDE, NQF8</td> <td>16</td> </tr> </tbody> </table>	Name	Specific duties	Qualifications	Period	Clement Mokoene	Project Engineer	BSc(Eng)(Civil), GDE, NQF7	48	Shepherd Sibanda	Resident Engineer	BSc(Eng)(Civil), GDE, NQF8	48	Mashudu Mudzuli	Assistant Resident Engineer	BTech(Civil)	48	Violetia Diaz	Geometric Design	BTech(Civil)	8	Stephen Mutale	Materials Engineer	BSc(Eng)(Civil), GDE, NQF8	16
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For Setsoto LM

For Epitome Consulting



18 FORM OF OFFER AND ACCEPTANCE

OFFER

The TENDERER is to complete and sign the Form of Offer

The Employer, Identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAXES

SEVEN HUNDRED AND SEVENTY SIX THOUSANDS ~~60~~ SEVEN HUNDRED FORTY-FOUR RANDS $\frac{64}{100}$ Rand (in words); R 776,744.64 (in figures),

(firm)
This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)

Clement Mokoena

Name(s)

CLEMENT MOKOENA

Capacity

CEO

For the Tenderer

EPITOME CONSULTING

(Name and address of organisation)

Name and signature of witness

Date

For Setsoto LM

For Epitome Consulting



Acceptance

The EMPLOYER will complete and sign the form of Acceptance

By signing this part of the Form of Offer and Acceptance, **the Employer** identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within five days after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute binding contract between the parties,

Signature(s)

Bafana Mthembu

Name(s)

BAFANA MTHEMBU

Capacity
For the
Employer

MUNICIPAL MANAGER

SETOTO LOCAL MUNICIPALITY
(Name and address of organisation)

Name and
signature of
witness

Date

30/09/2010

For Setsoto LM

For Epitome Consulting



Appendix A: Scope of Work

For Setsoto LM

For Epitome Consulting



The project scope entails the following activities:

- Confirmation and finalization of the project scope
- Preparation of a preliminary design report
- Detailed design
- Preparation of tender documents
- Facilitate the tendering process
- Preparation of the adjudication report
- Construction monitoring and contract administration
- Preparation of a project completion document and as-built drawings.

Appendix A: Tender Instructions

Appendix B: Pricing Instructions

For Setsoto LM

For Epitome Consulting



**CONSTRUCTION OF 2.2KM PAVED ROADS IN MATWABENG:
PRELIMINARY COST ESTIMATE AND BUDGETS**

Item	Amount
Preliminary and General	R 452,691.27
Schedules	R 3,017,941.83
Sub-Total A	R 3,470,633.10
Contingency (10%)	R 347,063.31
Sub-Total B	R 3,817,696.41
VAT (14%)	R 534,477.50
Total Construction Budget (Incl. VAT)	R 4,352,173.91

Professional Fees

Item	Amount
Primary Fee (R 1, 175, 000.00)	R 146,875.00
Secondary Fee (R 3, 817, 696.41)	R 264,269.64
Total Fees	R 411,144.64

Supervision Fees

Item	Amount
Resident Engineer (6 Months)	R 180,000.00
Travelling	R 25,600.00
Total Supervision Costs	R 205,600.00

Disbursements

Item	Amount
EIA	R 45,000.00
Geotechnical Investigations	R 45,000.00
Traffic Counts	R 35,000.00
Topographical Survey	R 35,000.00
Total Disbursements	R 160,000.00

Total Project Budget

Item	Amount
Construction Costs	R 3,817,696.41
Gazetted Fees	R 411,144.64
Supervision Costs	R 205,600.00
Disbursements	R 160,000.00
Total Project Budget	R 4,594,441.05
VAT	R 643,221.75
Total Project Budget	R 5,237,662.80

For Setsoto LM

For Epitome Consulting