



## **PROFESSIONAL SERVICES AGREEMENT**

**PROJECT:** MONITORING AND CONSTRUCTION OF THE UMZINTO  
INFORMAL TRADING INTRASTRUCTURE (WARD 13)

**CLIENT:** UMDONI MUNICIPALITY

**CONSULTANT:** BUCHULE ENGINEERS (PTY) LTD

**SERVICE:** MONITORING AND CONSTRUCTION OF THE  
UMZINTO INFORMAL TRADING INTRASTRUCTURE  
(WARD 13) ON A TURNKEY BASIS.

**AGREEMENT DATE:** 28 November 2024

THIS AGREEMENT IS RECOMMENDED BY THE FOLLOWING CONSTITUENTS:

Africa Association of Quantity Surveyors  
Association of Construction Project Managers  
Association of South African Quantity Surveyors  
South African Association of Consulting Engineers  
South African Black Technical and Allied Careers Organisation  
South African Institute of Architects  
South African Property Owners Association

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# EXPLANATORY NOTES

## Introduction

This Umdoni Municipality Professional Services Agreement was compiled in the interests of standardization and good practice in the construction industry on a mandate from the constituents. Any queries regarding this document should be directed to:

Mr Sibulelo Zekevu  
Buchule Engineers (Pty) Ltd  
Tel: 031 3310478  
Email: sibu@buchule.co.za

The terms of this document have been kept as generic as possible. Any project specific issues are to be dealt with in the appropriate annexure

## Structure of document

The Umdoni Municipality Professional Services Agreement comprises:

- Agreement
- Annexure A: Schedule
- Annexure B: Scope of services: to be agreed between the parties
- Further annexures: As required and identified in the schedule which may, *inter alia*, include the relevant tariff of professional fees and schedule of disbursement rates

## Disclaimer

Any party using this document acknowledges and agrees that the constituents shall not be held liable for using this document or for any errors or omissions in the document and such party hereby waives any or all claims it may have in this regard

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## TABLE OF CONTENTS

Clause No.	Description	Page
1.0	DEFINITIONS AND INTERPRETATION	1
2.0	PROJECT	3
3.0	APPOINTMENT	3
4.0	DURATION OF AGREEMENT	3
5.0	CLIENT'S OBLIGATIONS	3
6.0	CONSULTANT'S OBLIGATIONS	4
7.0	LIMIT OF CONSULTANT'S LIABILITY	4
8.0	PROFESSIONAL INDEMNITY INSURANCE	5
9.0	PROFESSIONAL FEES	6
10.0	THIRD PARTY SERVICES	6
11.0	DISBURSEMENTS	6
12.0	ADJUSTMENT OF PROFESSIONAL FEES AND DISBURSEMENTS	6
13.0	PAYMENT	7
14.0	ASSIGNMENT	7
15.0	CONFIDENTIALITY AND COPYRIGHT	7
16.0	CONFLICT OF INTEREST AND CORRUPTION	7
17.0	CANCELLATION AND SUSPENSION	8
18.0	RESOLUTION OF DISPUTES	9

### ANNEXURES

Annexure A: Schedule

A1

Annexure B: Scope of services

B1

**Further annexures:** As required and identified in the schedule which may, *inter alia*, include the relevant tariff of professional fees and schedule of disbursement rates

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## AGREEMENT

### 1.0 DEFINITIONS AND INTERPRETATION

1.1 Where words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them in this 1.1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context:

- 1.1.1 **"AGREEMENT"** means this Client/Consultant Professional Services Agreement and other documents listed in the **schedule** which together form this agreement between the **client** and the **consultant**
- 1.1.2 **"DAYS"** means twenty-four (24) hour days commencing at midnight (00.00) which include working and non-working days
- 1.1.3 **"CLIENT"** means the contracting **party** so named in the **schedule**
- 1.1.4 **"CLIENT'S REPRESENTATIVE"** means a representative designated by the **client** and so named in the **schedule** to act with complete authority on the **client's** behalf and who shall be available at all reasonable times
- 1.1.5 **"CONTRACT"** means an agreement entered into between the **client** and a **contractor** for the execution of the **project** or part thereof
- 1.1.6 **"CONTRACTOR"** means the entity or entities entering into **contract(s)** with the **client** for the execution of the **project** or part thereof
- 1.1.7 **"CONSULTANT"** means the contracting **party** so named in the **schedule**
- 1.1.8 **"OTHER CONSULTANT"** means any entity or third party acting on behalf of the **client** to provide professional or specialist services on any aspect of the **project**
- 1.1.9 **"PARTY"** means the entity or entities entering into this **agreement**
- 1.1.10 **"PRINCIPAL AGENT"** means the entity so named in the **schedule** appointed by the **client** to manage and administer the **contract**
- 1.1.11 **"PRINCIPAL CONSULTANT"** means the entity so named in the **schedule** appointed by the **client** to manage and administer the services of the **consultant** and all **other consultants**
- 1.1.12 **"PROJECT"** means the project so named and described in the **schedule**
- 1.1.13 **"SCHEDULE"** means the variables, amendments and/or special conditions as set out in Annexure A
- 1.1.14 **"SERVICES"** means the duties and responsibilities of the **consultant** as set out in Annexure B

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- 1.1.15 "TAX" means value added tax, sales tax or any other similar statutory tax or statutory levy applicable to this **agreement**
- 1.1.16 "WORKS" means all work executed or intended to be executed according to a **contract**
- 1.2 The **client** and **consultant** choose *domicilium citandi et executandi* at the physical addresses as stated in the **schedule**. Either **party** may by notice to the other change its *domicilium citandi et executandi* provided that such new physical address shall be in the same country as stated in the **schedule**
- 1.3 Any legislation referred to in this **agreement** shall be that which was applicable on the date of first signature of this **agreement**
- 1.4 In this **agreement**, unless inconsistent with the context:
- 1.4.1 The word "deemed" shall be conclusive that something is fact, regardless of the objective truth
- 1.4.2 The words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide" "delegate" "designate", "instruct", "issue", "notify", "object", "reply", "request" and "specify" shall indicate an act required to be carried out in writing
- 1.4.3 The masculine gender includes the feminine and neuter genders and *vice versa*, the singular includes the plural and *vice versa* and persons shall include corporate bodies
- 1.4.4 The headings of clauses are for reference purposes only and shall not be taken into account in construing the context thereof
- 1.5 The law applicable to this **agreement** is the law as stated in the **schedule**
- 1.6 All monetary amounts exclude **tax**, which **tax** shall be added to any amounts which become due and payable
- 1.7 Notice in terms of this **agreement** may be given as set out hereunder and shall be deemed to have been duly received when:
- 1.7.1 Delivered by hand – on the date of delivery
- 1.7.2 Sent by prepaid registered post – seven (7) **days** after posting
- 1.7.3 Sent by telefax – three (3) **days** after transmission
- 1.7.4 Sent by e-mail – three (3) **days** after transmission
- 1.8 This **agreement** constitutes the entire agreement between the **parties** and no representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, cancelling, or deleting from this **agreement** shall be effective unless reduced to writing and signed by both **parties**

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- 1.9 The original signed **agreement** shall be held by the entity so named in the **schedule** who shall provide copies certified by a commissioner of oaths to either **party** on request
- 2.0 **PROJECT**
- 2.1 The **client** is desirous of undertaking the **project** so named in the **schedule**
- 2.2 The **project** is situated on a site as described in the **schedule**
- 3.0 **APPOINTMENT**
- 3.1 The **client** appoints the **consultant** who accepts the appointment to carry out the **services** as stated in this **agreement**
- 4.0 **DURATION OF AGREEMENT**
- 4.1 The **agreement** shall be effective from the date as stated in the **schedule** notwithstanding the date of signature. If no date is stated in the **schedule**, the **agreement** shall be effective from the date on which the **consultant** commences the **services**
- 4.2 Subject to 7.3, this **agreement** shall be deemed to have been discharged by performance when the **consultant** has completed the **services** and has received full payment of fees and disbursements due
- 5.0 **CLIENT'S OBLIGATIONS**
- 5.1 The **client** shall designate a **client's representative** so named in the **schedule**. The **client** may change the **client's representative** by notice to the **consultant**
- 5.2 The **client** including any **other consultants** or party acting on the **client's** behalf, shall accurately and timeously specify their requirements and provide information, decisions and instructions to the **consultant**

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- 5.3 The **client** shall, if requested to do so by the **consultant**, provide within fourteen (14) **days**:
- 5.3.1 Written proof that funding is available for the ongoing requirements of the **project**
- 5.3.2 A guarantee acceptable to the **consultant** for the payment of the **consultant's** fees and disbursements
- 5.4 The **client** shall notify the **consultant** of the appointment of the **principal consultant**, **principal agent** and **other consultants** for the **project**
- 5.5 The **client** shall instruct the **other consultants** to co-operate in absolute good faith and comply with and adhere to all reasonable requests by the **consultant** and the **principal consultant**
- 5.6 The **client** shall make available free of charge to the **consultant** the equipment and facilities as stated in the **schedule**
- 5.7 The **client** shall pay all costs and charges levied by any local or other authorities having jurisdiction regarding the execution of the **project**
- 6.0 **CONSULTANT'S OBLIGATIONS**
- 6.1 The **consultant** shall execute the **services** as set out in Annexure B
- 6.2 The **consultant** shall exercise reasonable professional skill, care and diligence in the performance of his obligations in terms of this **agreement**
- 6.3 Where the **services** assigned to the **consultant** include the obligation to certify or to exercise discretion or quasi-arbitrational functions in carrying out the **services**, the **consultant** shall be obliged to exercise such obligations, discretions and functions in an independent professional manner acting with reasonable skill, care and diligence with regard to all interests involved
- 6.4 The **consultant** shall not make any material alteration, or addition to, or omission from the approved design, budget or programme without the consent of the **client** and **principal consultant** except when required to do so by any applicable law or when arising from an emergency. The **consultant** shall notify the **client** and **principal consultant** as soon as practicable of the action taken
- 6.5 The **consultant** shall co-operate in absolute good faith, comply with and accurately and timeously adhere to all reasonable requests by the **client**, **other consultants** and the **principal consultant**
- 7.0 **LIMIT OF CONSULTANT'S LIABILITY**
- 7.1 Notwithstanding 6.0, the **consultant** shall specifically not be liable for the following:
- 7.1.1 Acts or omissions of **other consultants**

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- 7.1.2 Construction methods, techniques, sequences and procedures employed by the **contractor must be approved and managed by the Consultant**
- 7.1.3 Any material, component, system or workmanship failing to perform according to the claims of the manufacturers, suppliers, contractors or subcontractors
- 7.1.4 Any reasonable deviations from any estimates of costs and/or budgets
- 7.1.5 Failure by the **contractor** or the **client** to perform in terms of the **contract**
- 7.1.6 Delays due to causes outside of the **consultant's** control
- 7.1.7 Acts or omissions of third parties
- 7.2 The maximum amount of compensation payable by the **consultant** to the **client** in respect of liability is limited to an amount selected in the **schedule**. If no selection is made in the **schedule**, then the maximum compensation shall be twice the fees payable by the **client** to the **consultant** in terms of 9.1
- The **client** waives all claims against the **consultant** exceeding the aforesaid maximum amount of compensation payable
- 7.3 All claims against the **consultant** shall lapse after a liability period of five (5) years, which period shall commence on the earlier of:
- 7.3.1 Practical or other equivalent completion of the **works**
- 7.3.2 Completion by the **consultant** of his **services**
- 7.3.3 Suspension, postponement, expiry, cancellation or termination of all the **contracts**
- 7.3.4 Cancellation or termination of this **agreement**
- 7.4 The **client** hereby indemnifies the **consultant** against all claims by third parties which arise out of or in connection with **services** rendered under this **agreement**:
- 7.4.1 Which exceed the maximum amount of compensation in terms of 7.2, and
- 7.4.2 For the full amount of any such claims after the period stated in 7.3
- 8.0 **PROFESSIONAL INDEMNITY INSURANCE**
- 8.1 The **party** responsible shall provide professional indemnity insurance as stated in the **schedule**
- 8.2 The **party** responsible shall maintain the insurance policy for the duration of the liability period in terms of 7.3 and shall on request by the other **party**, provide a certificate of proof of such insurance

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9.0 **PROFESSIONAL FEES**

- 9.1 The **client** agrees to pay the **consultant** such professional fees as stated and apportioned in the **schedule** for the **services** to be rendered

10.0 **THIRD PARTY SERVICES**

- 10.1 The **client** shall appoint and remunerate any third party rendering services to the **project**
- 10.2 The **client** shall reimburse the **consultant** for all expenses in respect of fees and costs incurred on behalf of and with the approval of the **client**

11.0 **DISBURSEMENTS**

- 11.1 Unless otherwise stated in the **schedule** the **client** shall, in addition to the professional fees payable, reimburse the **consultant** for the following expenses properly incurred for the **project**:
- 11.1.1 Printing, plotting, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchasing of documents
- 11.1.2 Accommodation, subsistence and travelling, including kilometre allowances at current recognised rates for the use of vehicles
- 11.1.3 International telephone calls and facsimiles, special postage and courier deliveries
- 11.1.4 Other expenses as stated in the schedule
- a. Unless otherwise stated in the **schedule** reimbursements shall be made monthly upon proof by the **consultant** that such expenses were incurred

12.0 **ADJUSTMENT OF PROFESSIONAL FEES AND DISBURSEMENTS**

- 12.1 The **client** and the **consultant** acknowledge and agree that the professional fees and disbursements are based on the following parameters:
- 12.1.1 Scope of **project**
- 12.1.2 Scope of **services**
- 12.1.3 **Project** programme
- 12.1.4 The cost of the **works**
- 12.1.5 The cost of the **project**
- 12.1.6 Appointment of **other consultants**
- 12.1.7 Appointment of **contractor**
- 12.2 Should any material variation to the parameters stated in 12.1 occur, the professional fees and disbursements shall be adjusted

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13.0 **PAYMENT**

- 13.1 The **consultant** shall be entitled to render invoices monthly taking cognisance of the apportionment of fees in the **schedule**. Such invoices shall be due and payable by the **client** on receipt thereof
- 13.2 Should the **client** not have paid any invoice within thirty (30) days of receipt thereof, the **client** shall be liable for interest for late payment. Such interest shall be calculated and payable at a rate of two (2) percentage points above the rate of interest applicable from time to time to prime borrowers at the **consultant's** bank from the due date for payment
- 13.3 Should the **client** dispute any aspect of an invoice submitted by the **consultant**, the **client** shall give notice with reasons within thirty (30) days and shall not delay payment of the undisputed amount
- 13.4 Should the **client** allege a claim against the **contractor** or any third party, such claim shall be dealt with on its own merits. The **client** is not entitled to withhold payment to the **consultant** on this account
- 13.5 The **client** shall make payment without any set-off and herewith waives all rights to any such set-off

14.0 **ASSIGNMENT**

- 14.1 Neither the **client** nor the **consultant** shall assign obligations under this **agreement** without the written consent of the other **party**

15.0 **CONFIDENTIALITY AND COPYRIGHT**

- 15.1 Both **parties** shall keep all sensitive information obtained by them in the context of this **agreement** confidential and shall not divulge it without the prior written approval of the other **party**
- 15.2 The **consultant** retains copyright of all documents and/or designs prepared by the **consultant** for the **project**. The **client** has the right to the use and the benefit of the documentation produced for the sole purpose of its intended use on the **project** subject to compliance with the terms and conditions of this **agreement**
- 15.3 The **client** is entitled to all data and factual information collected by the **consultant** and paid for by the **client**

16.0 **CONFLICT OF INTEREST AND CORRUPTION**

- 16.1 The **consultant** shall disclose in the **schedule** any interest or involvement in the **project** other than a professional interest in terms of this **agreement**
- 16.2 The **consultant** shall not:

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- 16.2.1 Offer, give, receive or solicit anything of value with a view to influencing the behaviour or action of anyone, directly or indirectly, whether in any selection process or in the conduct of this **agreement**, or
- 16.2.2 Misrepresent any facts in order to influence any selection process or the execution of a contract including the use of collusive practices intended to stifle or reduce the benefits of free and open competition
- 17.0 **CANCELLATION AND SUSPENSION**
- 17.1 Either **party** shall be entitled to cancel this **agreement** should the other **party** breach a material term of this **agreement** and provided written notice of such breach had been given demanding that the breach be remedied within fourteen (14) days and despite such notice, the defaulting **party** remains in breach
- 17.2 Notwithstanding 17.1, the **client** shall be entitled to cancel this **agreement** forthwith in the event of the **consultant** committing a breach in terms of 16.2
- 17.3 The **client** may, without prejudice to its right to cancel, suspend the whole or part of the **services**. Prior to such suspension the **client** shall give the **consultant** fourteen (14) days written notice to suspend and to make arrangements to stop the **services** and to minimize further expenditure
- 17.4 The **consultant** may, without prejudice to its right to cancel, suspend the whole or part of the **services** in the event where:
- 17.4.1 The **client** has failed to pay any invoice of the **consultant** on due date, or
- 17.4.2 **Services** have been suspended under 17.3 and the period of suspension has exceeded six (6) months, or it is evident to the **consultant** that it will be unlikely or impractical to resume the suspended **services** before the period of suspension has exceeded six (6) months, or
- 17.4.3 The **consultant** has given the **client** notice of a material breach in terms of 17.1
- 17.5 Should the **client** cancel or suspend this **agreement**, other than a cancellation in terms of 17.2 then:
- 17.5.1 The **consultant** shall be paid for **services** rendered on a *quantum meruit* basis, and
- 17.5.2 Other than in the case of a breach by the **consultant** in terms of 17.1, the **consultant** shall, in addition to the fee calculated in terms of 17.5.1, be paid a surcharge of ten per cent (10%) of the remaining fee which would have been payable had the **services** been rendered in full in terms of this **agreement**
- 17.6 Should either **party** be prevented by a cause beyond its control from performing its obligations in terms of this **agreement**, it may cancel or suspend this **agreement** without prejudice to the accrued rights the **parties** have against one another

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- 18.0     **RESOLUTION OF DISPUTES**
- 18.1     Should any dispute whatsoever arise between the **parties**, then either **party** hereto may declare a dispute by delivering notice of the details thereof to the other **party**, which dispute shall be referred to arbitration
- 18.2     Prior to arbitration and should the **parties** so agree, the dispute may be referred to a single mediator without the **parties** having legal representation. The mediator shall be selected by agreement between the **parties** within fourteen (14) **days**. Failing such agreement, nominated on the application of either **party** by the person named in the **schedule**. The mediator shall be appointed jointly by the **parties**
- 18.3     The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted
- 18.4     The mediator shall deliver a copy of his reasoned opinion to each **party** within twenty-one (21) **days** of his appointment
- 18.5     The opinion so expressed by the mediator shall be final and binding on the **parties** unless either **party** within twenty-one (21) **days** of the delivery of the opinion, notifies the other **party** of its unwillingness to accept the said opinion, in which event the dispute shall be referred to arbitration in terms of this **agreement**
- 18.6     The costs of mediation shall be determined by the mediator and shall be borne equally by the **parties** and shall be due and payable to the mediator on presentation to them of his written account
- 18.7     Each **party** shall bear any other costs it may have incurred in connection with the mediation
- 18.8     The mediation proceedings shall not prejudice the rights of the **parties** in any manner whatsoever in the event of the dispute proceeding to arbitration
- 18.9     Arbitration shall be by a single arbitrator who shall be selected by agreement between the **parties** within fourteen (14) **days**. Failing such agreement, nominated on the application of either **party** by the person named in the **schedule**. The arbitrator shall be appointed jointly by the **parties**, failing which by either one of the **parties**
- 18.10     The arbitrator shall have power to open up, review and revise any opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such opinion, decision, requisition or notice had been given
- 18.11     The arbitration shall be conducted according to the rules stated in the **schedule**

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## ANNEXURE A

### SCHEDULE

This **schedule** contains all variables, amendments and/or special conditions pertaining to this **agreement**, which variables and/or special conditions shall take precedence over the terms and conditions of this **agreement**. Spaces requiring information shall be filled in or shown as "not applicable" (or deleted) and not left blank. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of this **schedule**. Square bracketed references in italics refer to clauses in this **agreement**

#### A.1 CONTRACTING PARTIES

##### Client

[1.1.3;1.2]

Umdoni Municipality

Postal address P.O BOX 19  
SCOTTBURGH

Country SCOTTBURGH Code 4180

Tel 039 976 1202 Fax 039 976 0381

e-mail mmoffice@umdoni.gov.za

Physical address UMDONI MUNICIPALITY  
CNR BRAM FISHER & WILLIAMSON  
STREET, SCOTTBURGH

Country SCOTTBURGH Code 4180

##### Consultant

[1.1.7;1.2]

BUCHULE ENGINEERS (PTY) LTD

Postal address 188 lillian Ngoyi road  
WINDERMERE

Country South Africa Code 4001

Tel 031 3310478 Fax 086 6189 069

e-mail info@buchule.co.za

Physical address 188 lillian Ngoyi road  
Windermere

Country South Africa Code 4001

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**A.2** **EFFECTIVE DATE**  
[4.1]

This agreement shall be effective from 28 November 2024

(Date)

**A.3** **CLIENT'S REPRESENTATIVE**

**Client's representative**  
[1.1.4;5.1]

MUNICIPAL MANAGER

(name)

Postal address

P.O BOX 19

SCOTTBURGH

Country SCOTTBURGH Code 4180

Tel 039 976 1202 Fax 039 976 0381

e-mail mmoffice@umdoni.gov.za

Physical address

UMDONI MUNICIPALITY

CNR BRAMFISCHER & WILLIAMSON  
STREET, SCOTTBURGH

Country SCOTTBURGH Code 4180

**A.4** **PRINCIPAL CONSULTANT**

**Principal consultant**  
[1.1.11]

BUCHULE ENGINEERS (PTY) LTD

(name)

Postal address

188 LILLIAN NGOYI ROAD

WINDERMERE

Country South Africa Code 4001

Tel 031 3310478 Fax 086 6189 069

e-mail info@buchule.co.za

Physical address

188 lillian Ngoyi road

WINDERMERE

Country South Africa Code 4001

**A.5** **PRINCIPAL AGENT**

**Principal agent**  
[1.1.10]

(name)

Postal address

Country \_\_\_\_\_ Code \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_

Physical address

Country \_\_\_\_\_ Code 3610

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## A.6 OTHER CONSULTANTS

[1.1.8]

Architect	N/A	(name / to be appointed / not applicable)
Civil engineer	N/A	(name / to be appointed / not applicable)
Electrical engineer	N/A	(name / to be appointed / not applicable)
Fire consultant	N/A	(name / to be appointed / not applicable)
Health & safety consultant	N/A	(name / to be appointed / not applicable)
Interior designer	N/A	(name / to be appointed / not applicable)
Landscape architect	N/A	WILL (name / to be appointed / not applicable)
Mechanical engineer	N/A	(name / to be appointed / not applicable)
Project manager	N/A	(name / to be appointed / not applicable)
Quantity surveyor	N/A	(name / to be appointed / not applicable)
Structural engineer	N/A	(name / to be appointed / not applicable)
Wet services consultant	N/A	(name / to be appointed / not applicable)
Geotechnical Engineers	N/A	(name / to be appointed / not applicable)
(Service/Consultant)		
Environmental Consultant	N/A	(name / to be appointed / not applicable)
(Service/Consultant)		
(Service/Consultant)		(name / to be appointed / not applicable)
(Service/Consultant)		(name / to be appointed / not applicable)
(Service/Consultant)		(name / to be appointed / not applicable)
(Service/Consultant)		(name / to be appointed / not applicable)

## A.7 PROJECT

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[1.1.12; 2.1; 2.2]

Name and description

**MONITORING AND CONSTRUCTION OF THE UMZINTO  
INFORMAL TRADING INTRASTRUCTURE (WARD 13) IN A  
TURNKEY BASIS**

Site identification

The project is located in Ward 13 of Umdoni local Municipality. The project is located in Umzinto Town

Site Reference

**A.8 DOCUMENTS**

[1.1.1; 1.9]

This agreement

Annexure A: The schedule  
Annexure B: Scope of services  
Annexure C: Fee Appraisal & Disbursement Plan  
Annexure D: Bill Of Quantities  
Annexure E: Letter of Appointment

Signed original documents held by Umdoni local Municipality

**A.9 LIMIT OF LIABILITY**

[7.2.]

Select one of the following:

The proceeds of any claim against the professional indemnity insurance

No

(Yes/No)

Specific amount (insert amount)

NA

An amount equals the fees payable by the client to the consultant in terms of 9.1

R10 000 000.00

No

**A.10 PROFESSIONAL INDEMNITY INSURANCE**

[8.1]

Party responsible for professional indemnity insurance

Heaton Financial Services (Pty)  
Ltd

(client/consultant)

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Limit of indemnity per claim

R 20 000 000.00

Limit of indemnity in the aggregate

R20 000 000.00

Non-claimable amount (excess/deductible)

N/A

The renewal date of the policy is

AS PER EACH CONSULTANT'S  
POLICY

(Date)

**A.11 PROFESSIONAL FEES**

[9.1]

The professional fees shall be

**R 340 838.52**

**(THREE HUNDRED AND FOURTY THOUSAND, EIGHT HUNDRED  
AND THIRTY-EIGHT RANDS, FIFTY-TWO CENTS)**

This fee includes percentage  
discount as the attached "Fee  
Breakdown Structure and  
Disbursements Letter"

**R 340 838.52**

including VAT

**A.12 APPORTIONMENT OF PROFESSIONAL FEES**

[9.1, 13.1]

The professional fees shall be apportioned as follows

ECSA Tariff of Fees (2015),

**A.13 DISBURSEMENTS**

**A.13.1 Method of reimbursement**

[11.1]

Included in professional fees

**yes**

(Yes/No)

A fixed amount of

**R10 000.00**

Proven cost

**Yes**

(Yes/No)

S.G.W

ALB

**A.13.2 Expenses**

[11.1.1; 11.1.2; 11.1.3]

Amendments to expenses listed:

NA

**A.13.3 Other expenses**

[11.1.4]

CONTRUCTION COST

**R 2,739,161.48**

**TWO MILLION, SEVEN HUNDRED AND THIRTY-  
NINE THOUSAND, ONE HUNDRED AND SIXTY  
ONE RANDS AND FORTY-EIGHT CENTS**

BILL OF QUANTITIES AS ATTACHED IN  
**ANNEXURE D**

**R 2,739,161.48**

including VAT

**A.13.4 Payment**

[11.2]

Amendments to terms of payment:

**A.14 INTERESTS OF CONSULTANT**

[16.1]

NA

**A.15 EQUIPMENT AND FACILITIES TO BE PROVIDED BY CLIENT**

[5.6]

NA

5.6.2  
NL  
8/1



**A.16 APPLICABLE LAW**

[1.5]

The law applicable to this **agreement** shall be that of South Africa

(country)

**A.17 MEDIATOR NOMINATED BY**

[18.2]

Name TO BE ADVISED

Address \_\_\_\_\_

Country \_\_\_\_\_

Code \_\_\_\_\_

Tel \_\_\_\_\_

Fax \_\_\_\_\_

e-mail \_\_\_\_\_

**A.18 ARBITRATOR NOMINATED BY**

[18.9]

Name TO BE ADVISED

Address \_\_\_\_\_

Country \_\_\_\_\_

Code \_\_\_\_\_

Tel \_\_\_\_\_

Fax \_\_\_\_\_

e-mail \_\_\_\_\_

**A.19 ARBITRATION RULES**

[18.11]

TO BE ADVISED

**A.20 AMENDMENTS AND/OR SPECIAL CONDITIONS**

[1.1.13]

NA

S.G.W  
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**A.21 SIGNATURES OF THE CONTRACTING PARTIES**

[1.1.9]

Thus, done and signed at

Scottburgh

on 29 January 2025

Signature of Representative

MUNICIPAL MANAGER

Capacity of signatory

UMDONI MUNICIPALITY (KZN)

for and on behalf of the **client** who by signature hereof warrants authorisation hereto

As witness

Thus, done and signed at

UMZINTO

on 30 January 2025

Signature of Representative

MANAGING MEMBER

Capacity of signatory

S'BONELO MBAMBO

for and on behalf of the **consultant** who by signature hereof warrants authorisation hereto

As witness

## ANNEXURE B

### SCHEDULE

The project nature is such that it demands multidisciplinary expertise, namely architecture, civil & structural engineers, electrical & mechanical engineers, quantity surveyors.

The scope of Professional Service Provider is therefore in accordance with the following gazettes:

- Architecture: The 2015 Guideline Tariff of Professional fees was published as Board Notice 122 of 2015 in Government Gazette No 38863 of 12 June 2015.
- Quantity Surveyors: The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015.
- Engineering Professionals: The 2015 Guideline Tariff of Professional fees was published as Board Notice 151 of 2014 in Government Gazette No.38324, 12 December 2014.

It briefly comprises of normal services as follows:

1. Stage 1: Inception
2. Stage 2: Concept and Viability
3. Stage 3: Design Development
4. Stage 4: Documentation and Procurement
5. **Construction Phase**
6. Stage 5: Contract Administration and Inspection
7. Stage 6: Close-out

ii.

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(SK)

## ANNEXURE C: INDIRECT FEES

ITEM NO.	DESCRIPTION OF SERVICE	UNIT	ESTIMATE VALUE PAYABLE	RATE
<b>Construction Estimate</b>			<b>R 2 386 511,01</b>	
<b>1</b>	<b>Normal Services</b>	<b>%</b>	<b>R 286 381,32</b>	
1,1	Inception	%	R 14 319,07	5%
1,2	Concept and Viability	%	R 71 595,33	25%
1,3	Design Development	%	R 71 595,33	25%
1,4	Documentation and Procurement	%	R 71 595,33	25%
1,5	Contract Administration and Inspection	%	R 42 957,20	15%
1,6	Close out	%	R 14 319,07	5%
<b>1</b>	<b>Normal Services Sub-Total</b>		<b>R 286 381,32</b>	
<b>2</b>	<b>Additional Services</b>			
2,1	• Disbursements/Additional Services	Prov Sum	R 10 000,00	1
<b>2</b>	<b>Sub-Total Additional Services</b>		<b>R 10 000,00</b>	
<b>4</b>	<b>Subtotal (Normal Services, Additional Services, Expenses &amp; Costs)</b>		<b>R 296 381,32</b>	
5	Add 15% VAT		R 44 457,20	
<b>6</b>	<b>TOTAL Bid Amount</b>		<b>R 340 838,52</b>	

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**ANNEXURE D: DIRECT COST/  
CONSTRUCTION COST (BILL OF QUANTITIES)**

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CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>SECTION 1</u></b>				
	<b><u>PRELIMINARIES AND GENERAL FIXED CHARGES AND VALUE RELATED ITEMS</u></b>				
	Contractual Requirements	Sum	1.00	R 10,000.00	R 10,000.00
	Sureties	Sum	1.00	R 15,000.00	R 15,000.00
	Insurance of works,etc. and damage to persons and property	Sum	1.00	R 9,200.00	R 9,200.00
	Ablution and Latrine Facilities	Sum	1.00		R -
	Tools and Equipment	Sum	1.00	R 40,000.00	R 40,000.00
	Services connection fee ,Electrical connection	Sum	1.00	R 1,500.00	R 1,500.00
	Allow for percentage on above to cover overheads and profit	%	1,500.00	10%	R 150.00
	Notice Board	Sum	1.00	R 15,054.35	R 15,054.35
	Establishment of Facilities on the Site	Sum	1.00	R 85,580.00	R 85,580.00
	Removal of Site Establishment	Sum	1.00	R 25,000.00	R 25,000.00
	Other Fixed Charge Obligations	Sum	1.00		R -
	<b><u>TIME RELATED ITEMS</u></b>				
	Contractual Requirements	Sum	1.00		R -
	Offices and storage sheds	Sum	1.00		R -
	Supervision for Duration of Contract	Sum	1.00	R 30,000.00	R 30,000.00
	Security for the duration of the contract	Sum	1.00	R 15,000.00	R 15,000.00
	Watching and Lighting	Sum	1.00		R -
	Care of Works,Damage to Persons and Property	Sum	1.00		R -
	Clearance of Site during Construction and on Completion	Sum	1.00		R -
	<u>Facilities for Contractor for the duration of Construction,except where otherwise stated</u>				
	Protection of Underground Services	PC Sum	-		R -
	<b>Total Carried forward</b>				<b>R 246,484.35</b>

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SECTION 1  
PRELIMINARY AND GENERAL

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					<b>R 246,484.35</b>
	Allow for access to site and stormwater management	PC Sum	-		R -
	Allow for work to be Undertaken by a Nominated Laboratory for Testing of Materials as Directed by Engineer	PC Sum	1.00		R -
	Allow for payment Community Liason Officer (CLO)	PC Sum	1.00	R 27,000.00	R 27,000.00
	Allow for percentage on above to cover overheads and profit	%	27,000.00	10%	R 2,700.00
	Allow for payment for PSC per sitting/attendance	PC Sum	1.00		R -
	Allow for percentage on above to cover overheads and profit	%	-	10%	R -
	Allow for payment Community Student (S4)	PC Sum	1.00		R -
	Allow for percentage on above to cover overheads and profit	%	-		R -
	Contractor's initial obligation in respect of the OHSA and Construction Regulations	Sum	1.00		R -
	Contractor's time related obligation in respect of the OHSA and Construction Regulations	Sum	1.00		R -
	Submission of Health and safety file	Sum	1.00	R 3,200.00	R 3,200.00
	Contractor's overheads	Sum	1.00		R -
	Allow for percentage on above to cover overheads and profit	%	-	10%	R -
<b>Total Carried Forward</b>					<b>R 279,384.35</b>

CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 2</b>				
	<b>EARTHWORKS</b>				
1.00	Clear site for all rub, shrubs debris etc	m <sup>2</sup>	3,417.00	R 30.00	R 102,510.00
	<b>EXCAVATION, FILLING, ETC</b>				
	<b>EXCAVATION FOR BULK EARTHWORKS</b>				
2.00	Excavation for bulk earthworks for platform not exceeding 1m deep	m <sup>3</sup>	206.72		R -
	<b>Excavation in earth not exceeding 1m deep</b>				
3.00	Trenches	m <sup>3</sup>	75.60	R 250.00	R 18,900.00
	<b>Extra over trench excavation in earth for excavation in</b>				
4.00	Soft rock	m <sup>3</sup>	54.00	R 95.00	R 5,130.00
5.00	Intermediate rock	m <sup>3</sup>	11.34		R -
6.00	Hard rock	m <sup>3</sup>	7.56		R -
	<b>Extra over all excavations for carting away</b>				
7.00	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m <sup>3</sup>	31.01	R 500.00	R 15,505.00
	Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 95% Mod. AASTHO Density.				
8.00	Backfilling to trenches, holes, etc	m <sup>3</sup>	67.00	R 180.00	R 12,060.00
9.00	Earth filling supplied by the contractor compacted to 95% Mod AASTHO density.				
10.00	Backfilling to holes, etc	m <sup>3</sup>	15.00	R 179.00	R 2,685.00
	<b>Coarse river sand filling supplied by the contractor</b>				
11.00	25mm thick under floors etc	m <sup>2</sup>	159.00	R 45.00	R 7,155.00
12.00	Compaction of surfaces				
13.00	Compaction of ground surface under floors etc including scarifying for a depth of 150mm , breaking down oversize material, adding suitable materil where necessary and compacting to 95% Mod AASHTO density.	m <sup>3</sup>	207.00	R 85.00	R 17,595.00
	<b>Risk of collapse of excavations</b>				
14.00	Sides of trench and hole excavations not exceeding 1.5m deep	m <sup>2</sup>	105.00	R 75.00	R 7,875.00
	<b>Keeping excavations free of water</b>				
15.00	Keeping excavations free of all water other than subterranean water	Sum	1.00	R 5,000.00	R 5,000.00
16.00	<b>Soil insecticide:</b>				
	Soil poisoning to be carried out by a registered pest control company and certificate to be supplied				
17.00	To horizontal surfaces, etc, including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m <sup>2</sup>	200.00	R 45.00	R 9,000.00
18.00	Allow for compaction tests to be performed by specialist	sum	1.00	R 15,200.00	R 15,200.00
Total Carried forward					R 218,615.00

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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					R 218,615.00
<b>SECTION 3</b>					
<b>BILL NO. 2</b>					
<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>					
<b>CONCRETE</b>					
<b>MASS CONCRETE</b>					
<b>Concrete (25 MPa) in:</b>					
1.00	Concrete foundations	m <sup>3</sup>	13.00	R 2,500.00	R 32,500.00
<b>REINFORCED CONCRETE</b>					
<b>Reinforced concrete (25 MPa)</b>					
2.00	Concrete floor slab	m <sup>3</sup>	31.00	R 2,500.00	R 77,500.00
3.00	Concrete apron slab	m <sup>3</sup>	6.00	R 2,500.00	R 15,000.00
<b>FORMWORK</b>					
<b>Smooth formwork:</b>					
4.00	Edges,risers,ends and reveals not exceeding 300 mm high	m <sup>2</sup>	22.00	R 450.00	R 9,900.00
<b>FABRIC REINFORCEMENT</b>					
5.00	Ref 193 Mesh(measured net)	m <sup>2</sup>	195.00	R 70.00	R 13,650.00
6.00	Steel reinforcing (high tensile)	Ton	1.00	R 25,000.00	R 25,000.00
7.00	Steel reinforcement (mild tensile)	Ton	0.10	R 25,000.00	R 2,500.00
<b>MOVEMENT JOINTS</b>					
<b>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces.</b>					
8.00	10mm Joints not exceeding 300mm high.	m	48.00	R 200.00	R 9,600.00
Total Carried forward					R 404,265.00

26

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					R 404,265.00
	<b>SECTION 2</b> <b>BILL NO. 3</b> <b>BRICKWORK:</b> <u>Sizes in descriptions</u> Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick. <u>Face bricks</u> Bricks shall be ordered timeously to obtain uniformity in size and colour. Pointing Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, ect. <b>FOUNDATIONS</b> Brickwork of extra hard burnt clay bricks in (4:1) cement mortar with all joints grouted in solid with liquid cement mortar.				
1.00	a. One brick walls	m <sup>2</sup>	90.00	R 900.00	R 81,000.00
	<b>SUPERSTRUCTURE</b> Brickwork of burnt clay bricks in (6:1) cement mortar				
2.00	a. Half brick wall	m <sup>2</sup>	7.00	R 820.00	R 5,740.00
3.00	Brickwork of burnt clay bricks in (6:1) cement mortar a. One brick wall	m <sup>2</sup>	205.00	R 900.00	R 184,500.00
	<u>Brickwork sundries</u> <u>Extra over for fair brick</u> <u>Precast prestressed fabricated lintels</u>				
4.00	110 x 75 mm Lintels in lengths not exceeding 3m.	m	28.00	R 155.00	R 4,340.00
5.00	110 x 75 mm Lintels in lengths exceeding 3m.	m	42.00	R 250.00	R 10,500.00
	<u>Brickwork Reinforcement</u> 150mm wide galvanised reinforcement build in horizontally	m	75.00	R 18.00	R 1,350.00
	Galvanised hoop iron cramps, ties, etc 32 x 1.6 mm Galvanized hoop iron strap and 1.5m long with one end fixed to timber and other end built into brickwork.	No	60.00	R 50.00	R 3,000.00
Total Carried forward					R 694,695.00

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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					R 694,695.00
	SECTION 2				
	BILL NO. 4				
	WATERPROOFING				
	DAMP-PROOFING OF WALLS AND FLOORS				
	<u>One layer of 375 micron embossed black polyethylene damp proof course.</u>				
	To walls 220 mm wide	m <sup>2</sup>	17.00	R 45.00	R 765.00
	<u>One layer of 375 micron "Consol or equal approved Plastics Brikrip or equal approved DPC embossed damp proof course.</u>				
	Under surface beds	m <sup>2</sup>	480.00	R 50.00	R 24,000.00
	JOINT SEALANTS ETC				
	<u>Coloured polyurethane sealing compound</u>				
	3 x 15mm In saw cut joints in floors	m	100.00	R 30.00	R 3,000.00
Carried forward					R 722,460.00

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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					R 722,460.00
	<b>SECTION 2</b>				
	<b>BILL NO. 5</b>				
	<b>PROFIED METAL SHEETING AND ACCESSORIES</b>				
	<b>ROOF COVERINGS, ETC</b>				
	0.58mm Chromadek IBR Profile-SAF 686 or any other equivalent approved, concealed fixing roof sheeting material with accessories.	m <sup>2</sup>	256.00	R 300.00	R 76,800.00
	Ridge capping	m	35.00	R 280.00	R 9,800.00
	<b>ROOF AND WALL INSULATION</b>				
	<b>'Sisalation 420" heavy industrial grade aluminium foil based insulation</b>				
	Insulation laid out over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m <sup>2</sup>	256.00	R 75.00	R 19,200.00
	<b>RAINWATER DISPOSAL</b>				
	<b>PVC seamless gutters</b>				
	Eaves gutters	m	65.00	R 95.00	R 6,175.00
	Extra over eaves gutter for clips brackets	No	217.00	R 25.00	R 5,425.00
	Extra over eaves gutter for connectors	No	6.00	R 120.00	R 720.00
	Extra over eaves gutter for outlet for 100mm pipe	No		R 220.00	R -
	100mm Diameter rainwater pipes	m	15.00	R 150.00	R 2,250.00
	Extra over rainwater pipe for bend	No	8.00	R 150.00	R 1,200.00
	Extra over rainwater pipe for shoe	No	8.00	R 250.00	R 2,000.00
	Extra over rainwater pipe for eaves or plinth offset 110m projection	No	8.00	R 1,150.00	R 9,200.00
	Extra over rainwater pipe for swanneck offset 110m projection	No	8.00	R 120.00	R 960.00
	Extra over eaves gutter for downpipe clips	No	16.00	R 35.00	R 560.00
Carried forward					R 856,750.00

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					R 856,750.00
	<b>SECTION 2</b> <b>BILL NO. 6</b> <b>CARPENTRY AND JOINERY</b> <b>TRUSSES, ETC.</b> <u>Prefabricated roof trusses manufactured by specialist including to suit 8.36m span and 17.5 degree with 0.5m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete.</u> Trusses in double hip set type 3.5m x 2.4m x 0.5mm overhang, including jack rafters permanent bracing, etc. 38 x 114 mm Wall plate 50 x 76 mm Purlins 38 x 38 mm Brandering fixed to underneath trusses in one direction at centres no more than 450mm <b>Fibre cement fascias &amp; Barge boards:</b> 80 x 200 mm Barge boards including joints and screws 225 x 15mm fascia boards including galvanised steel H-profile jointing strips. <b>Doors, etc.</b> Standard roller doors				
		No	28.00	R 5,000.00	R 140,000.00
		m	150.00	R 45.00	R 6,750.00
		m	520.00	R 40.00	R 20,800.00
		m <sup>2</sup>	200.00	R 168.00	R 33,600.00
		m	32.00	R 260.00	R 8,320.00
		m	65.00	R 250.00	R 16,250.00
		No	7.00	R 8,000.00	R 56,000.00
Carried forward					R 1,138,470.00

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					R 1,138,470.00
	<u>SECTION 2</u>  BILL NO. 7  <u>METALWORK</u>  <u>ALUMINIUM WINDOWS, FRAMES, ETC:</u>  <u>Matt New Silver Aluminium to have profiles of min 76</u> <u>x 30 &amp; to be designed for wind loads of 1500 Pascal</u>  <u>ALLUMINIUM WINDOWS,</u>  Purpose made alluminium anodised window frame overall size 1500 x 600mm high with aluminium burglar bar, projected top hung open out with 4mm monolithic annealed floated glass.	No	7.00	R 3,500.00	R 24,500.00
Brought forward					R 1,162,970.00

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CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT					
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
<b>SECTION 3</b>					
<b>Electrical connection and fittings</b>					
Electrical installation	Sum	1	R65,000.00	R	65,000.00
Carried to Final Summary					R65,000.00

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SECTION 4  
Kerbing

CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 4				
	KERBING AND CHANNELLING				
	PRECAST CONCRETE KERBING				
	a. SABS 927 fig 8C.	m	120.00	R 380.00	R 45,600.00
TOTAL FORWARDED TO SUMMARY					R 45,600.00

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CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT						
ITEM No	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>SECTION 5</b>				
		<b>ROAD CONSTRUCTION AND YARD</b>				
		Rip and re-construct insitu material	m³	945.00	R 750.00	R 708,750.00
		<b>Stabilizing Agent:</b>				
		a) Road lime.	t			Rate Only
		b) Portland cement.	t	54.00	R 2,400.00	R 129,600.00
TOTAL FORWARDED TO SUMMARY						R 838,350.00

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## SUMMARY

CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT			
SECTIONS	FINAL SUMMARY	AMOUNT	
1.00	Preliminary and General	R	279,384.35
2.00	Warehouse building	R	-
		R	1,162,970.00
3.00	Electrical works	R	65,000.00
4.00	Kerbing	R	45,600.00
5.00	Processing	R	838,350.00
<b>TOTALS</b>		R	<b>2,391,304.35</b>
<b>PROFESSIONAL FEES @ 12%</b>		R	<b>286,956.52</b>
<b>SUBTOTAL 1</b>		R	<b>2,678,260.87</b>
<b>VAT 15%</b>		R	<b>401,739.13</b>
<b>TOTAL PROJECT COST</b>		R	<b>3,080,000.00</b>

S.G.W

N/A

## **ANNEXURE E: APPOINTMENT LETTER**

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**UMDONI**

**uMkhandlu. Munisipaliteit. Municipality**

Tel: 039 976 1202 | Fax: 039 976 2044

Email: [mmoffice@umdoni.gov.za](mailto:mmoffice@umdoni.gov.za)

Website: [www.umdoni.gov.za](http://www.umdoni.gov.za)

Cnr Bram Fischer and Williamson Streets Scottburgh | PO Box 19 Scottburgh 4180

**Office of the Municipal Manager**

Our Ref No:

Delivered:

By Email

Enquiries:

Mr S. Hlongwane (LED Manager)

Email address: [siyah@umdoni.gov.za](mailto:siyah@umdoni.gov.za) / [masis@umdoni.gov.za](mailto:masis@umdoni.gov.za)

BUCHULE ENGINEERS (PTY) LTD  
SUITE 325, ALDROVANDE PALACE,  
JUBILEE GROVE,  
UMHLANGA RIDGE  
DURBAN,  
4319

19 June 2024

Contact: 072 627 5427  
Email: [info@buchule.co.za](mailto:info@buchule.co.za)

Dear Sir

**LETTER OF APPOINTMENT ON A TURNKEY BASIS FOR THE MONITORING AND CONSTRUCTION OF THE UMZINTO INFORMAL TRADING INFRASTRUCTURE PROJECT**

This letter serves to confirm that **Buchule Engineers (Pty) Ltd** has been appointed on a Turnkey Basis for the Monitoring and Construction of the **Umzinto Informal Trading Infrastructure (Ward 13)** project.

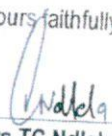
There will be an SLA (Services Level Agreement) between Umdoni Municipality and Buchule Engineers (Pty) Ltd that will need to be signed before commencement of work. The appointment shall be in terms and guidelines of the latest General Conditions of Contract (GCC 2015 edition)

The total Contract Amount is a total of **R 3,080,000.00 including VAT** as per the grant allocation letter which will be further broken down in the Services Level Agreement.

The contract is for the 2024/2025 financial year.

For further engagements with regards to this matter, please do not hesitate to contact the Office of the Municipal Manager on 039 976 1202.

Yours faithfully,

  
Mrs TC Ndlela  
Municipal Manager

Date: 19/06/2024



Kindly sign below in acceptance of this instruction and submit to this office by no later than seven (7) working days through:

Email: [mmoffice@umdoni.gov.za](mailto:mmoffice@umdoni.gov.za)

P.O BOX 19, SCOTTBURGH, 4180 or corner Bramfischer and Williamson Street, Scottburgh, 4180

I/We S'BOVELO MBAMBO representing, BUCHULE ENGINEERS (PTY) LTD hereby accept/not accept the award of this tender as well as terms and conditions of this appointment according to content of this letter.

Signed [Signature] Date 19 JUNE 2024

Witness 1 [Signature] Witness 2 [Signature]