

28 June 2019

VhufaHashu Heritage Consultants

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Nelspruit,
1200
N0.25 Roodt Street
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Cell : 083 357 3669
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Dear Mr. R. Munyai

**RE: APPOINTMENT OF VHUFHASHU HERITAGE CONSULTANCY FOR
TO CONDUCT HERITAGE IMPACT ASSESSMENT AND RE-INTERMENT OF
POSSIBLE GRAVE ON ERF 9248 ERMELO EXTENSION 34.**

**PROJECT: The Proposed Construction of New Ermelo Primary School in Ermelo
extension 34, Msukaligwa Local Municipality, Mpumalanga province.**

Our client department of Public Works, Roads and transport in Mpumalanga has cordially accepted your quotation for the above mentioned professional services amongst other bidders.

1. Consultium Architects (PTY) Ltd therefore, hereby wishes to express its pleasure in extending this appointment letter to yourselves on behalf of the department of Public works roads and transport, Mpumalanga province (herein referred to as the client) for the provision of Environmental impact assessment services on the above mentioned project.
2. Please be advised that this appointment letter shall include a **PROCSA professional services agreement to be signed and attached to it as an addendum** and is subject to the following :-
 - 2.1 Your written acceptance of this offer of appointment on your company letterhead
 - 2.2 Submission of a valid Professional Indemnity Insurance Certificate, from a registered financial service provider, in the amount of at least minimum amount of R1 000 000.00 or twice your estimated fees, whichever is the highest; and
 - 2.3 The submission of program of works as an Addendum

3. No work should be deemed acceptable for presentation to the client prior to compliance with paragraph **2.1**, **2.2** and **2.3** above and submission to the principal agent.
4. Consultium Architects (PTY) Ltd reserves the right to withdraw this form of offer as an instruction from the client, should you fail to sign the contract within 14 days from the issue date of this Offer.

5. SCOPE OF WORK

The details governing this appointment shall bear the following outcomes:

- 5.1 Assessment of possible grave
- 5.2 Possible grave exhumation if necessary
- 5.3 Reinternment if necessary

6. CONSULTANCY SERVICES

- 6.1 You are hereby required to render Professional Environmental services in strict adherence/compliance with the south African national environmental management Act 107 of 1998 (section 24 & 28) inter alia the South African Environmental Assessment Practitioners Association's rules, regulations and code of conduct.
- 6.2 You shall undertake to offer all environmental impact services pertinent to the development of the above mentioned project with full responsibility over the deliverables upon which the designs and implementation of the said works would be based.
- 6.3 You shall allocate a suitably qualified person to attend to all services rendered to the project as required by the South African Environmental Assessment practitioners Association (EAPASA).
- 6.4 The sub-consultant's firm shall ensure care and diligence in the performance of their obligations to project timelines and within the acceptable and approved budget.

7. FEES AND DISBURSEMENTS

- 7.1 In consideration of the professional services to be performed by the sub-Consultant, the client (DPWRT) shall be liable for the professional gazetted fees applicable onwards from the date of this appointment.

- 7.2 Consultium Architects as principal agents through which your fee account will be submitted, shall be entitled to a 10% handling / administration fee whether the client covers it or not.
- 7.3 The applicable rate for disbursement shall be in accordance with the latest applicable Department of Public Works' rate of reimbursable expense. The base town for disbursement claims shall be Nelspruit.
- 7.4 All claims submitted to Consultium Architects shall be subject to the client's perusal and approval. Consultium shall only honour all claimed invoices by the sub-consultant and effect payment thereof only after the client department has paid applicable claims into Consultium Architect's account. Consultium Architects shall not be held liable for any interest claims accrued on delayed payment by the above mentioned client.

8. COMMUNICATION

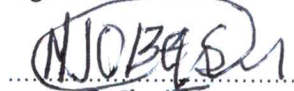
- 8.1 All correspondence to the Mpumalanga department of Public Works Roads and Transport shall be directed to the attention of the Principal Agent however, only in certain circumstances the PA may accept the sub-consultant to work directly with the client relevant departmental officials without the presence thereof subject to agreeable oversight measures being put in place.

9. ACCEPTANCE OF OFFER

- 9.1 In order for this offer of Appointment to legally take effect, you are required to indicate your acceptance of the contents of this communique within seven (7) calendar days of receipt of this offer.
- 9.2 (**NB:** For the acceptance of this offer of appointment to be valid, a resolution of the board of directors, authorizing the signatory, should be attached to this acceptance)

Trusting the above is in order, we remain.

Signature



Date: 28 June 2019

Witness



Date: 28/06/2019

Siphon Njobe

Managing member

For Consultium Architects (PTY) Ltd (on behalf of DPWRT Mpumalanga province)

Acceptance by

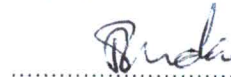
Signature



Name: Richard Muryai

Date: 02/07/2019

Witness



Date: 02/07/2019

Vhufahashu Heritage Consultancy