

DBSA



IMPLEMENTATION

Loan Agreement

LOAN AGREEMENT

in respect of

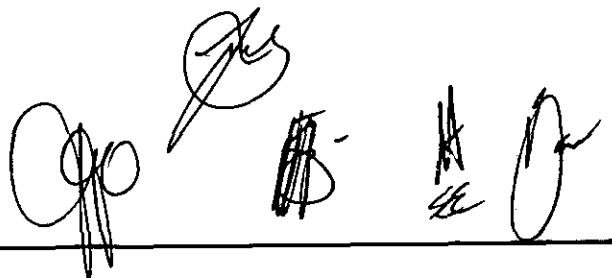
KAKAMAS: UPGRADING OF BULK ELECTRICITY DISTRIBUTION

Entered into by and between

KAKAMAS TRANSITIONAL LOCAL COUNCIL

and

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED



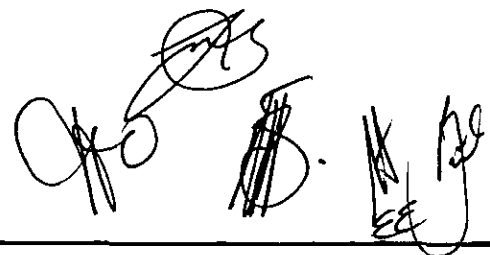
Handwritten signatures of the parties to the loan agreement, including the KAKAMAS TRANSITIONAL LOCAL COUNCIL and THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED.

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SUMMARY

1. LOAN AMOUNT : R1 100 000
2. LOAN PERIOD : 15 years
3. INTEREST RATE : 16 per centum fixed nominal per annum
4. GRACE PERIOD FOR CAPITAL REPAYMENT : Nil
5. CAPITALISATION OF INTEREST : Nil
6. CAPITAL REPAYMENT : 30 equal six-monthly instalments, commencing on the last day of the 1st Half-year after the Half-year during which the first disbursement was advanced to the Borrower.
7. PAYMENT OF INTEREST : Interest is payable at the end of each Half-year, commencing on the last day of the first Half-year after the Half year during which the first disbursement was made to the Borrower.
8. PROJECT FILE NO. : NC11202



MEMORANDUM OF LOAN AGREEMENT

in respect of

KAKAMAS: UPGRADING OF BULK ELECTRICITY DISTRIBUTION

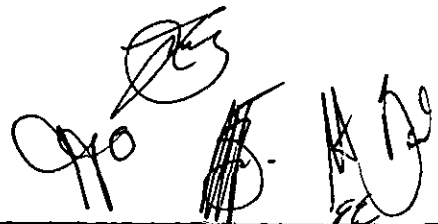
Entered into by and between

KAKAMAS TRANSITIONAL LOCAL COUNCIL

and

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

In fulfillment of the role of the Development Bank of Southern Africa Limited to support development in Southern Africa, it is hereby agreed as follows:



1. DEFINITIONS AND HEADINGS

1.1 In this agreement, unless the contrary appears from the context, the following words have the meanings as stated -

- 1.1.1 "Borrower" Kakamas Transitional Local Council;
- 1.1.2 "DBSA" the Development Bank of Southern Africa Limited, reconstituted and incorporated in terms of Section 2 of the Development Bank of Southern Africa Act No. 13 of 1997;
- 1.1.3 "Parties" the Borrower and DBSA;
- 1.1.4 "Project" Kakamas: Upgrading of Bulk Electricity Distribution, as described in more detail in Annexure A attached hereto;
- 1.1.5 "Loan" the financing granted to the Borrower in terms of clause 3;
- 1.1.6 "On-Lending" the transfer of any amounts by the Borrower to third parties out of the proceeds of the Loan, excluding payments for the procurement of goods and services;
- 1.1.7 "Project Agent" a person nominated in writing by the Borrower to act on its behalf in respect of the Project;
- 1.1.8 "Half-year" from the first day of April to the 30th day of September and/or from the first day of October to the 31st day of March during the next calendar year.

1.2 Headings to the clauses of this agreement, the table of contents and summary are for reference purposes only and do not form part of this agreement.

Handwritten signatures and initials, including a large signature that appears to be 'O.P.O.' and several other scribbled marks.

2. PROJECT CO-OPERATION

2.1 To ensure that the purposes of the Loan are accomplished the Parties shall:

2.1.1 periodically and at the request of either Party:

2.1.1.1 exchange views with regard to the progress of the Project, the benefits derived therefrom and the performance of their respective obligations under this agreement as well as other matters relating to the purposes of the Loan; and

2.1.1.2 furnish each other with all such information as may be reasonably requested with regard to the progress of the Project, the benefits derived therefrom and the general status of the Loan;

2.1.2 promptly inform each other of any fact which interferes with, or threatens to interfere with, the progress of the Project, the accomplishment of the purposes of the Loan, any related matter, and in particular the performance by either Party of its obligations under this agreement;

2.1.3 jointly determine the technical, financial and organisational requirements in respect of planning, management and control of the Project in order to ensure the efficient and effective execution and maintenance of the Project and related matters; and

2.1.4 jointly determine the criteria to be taken into consideration when awarding contracts for items and services to be financed by the Loan, bearing in mind that preference shall be given to the involvement of natural persons and bodies corporate respectively resident and registered in South Africa.

2.2 The Borrower shall:

2.2.1 grant representatives of DBSA the opportunities reasonably necessary to visit any relevant area for purposes related to the Loan;

2.2.2 in addition to the amount made available in terms of this agreement, be responsible for the provision of all other funds necessary for the successful

execution of the Project as set out in Annexure B, including funds to be supplied by third parties as reflected in that Annexure;

2.2.3 be responsible for the management and maintenance of work carried out within the context of the Project, provided that DBSA shall be consulted in this regard when reasonably necessary;

2.2.4 with regard to the procurement of goods and services for the Project, in consultation with DBSA, invite participation in tender or quotation procedures on equal terms from natural persons and bodies corporate respectively resident and registered in South Africa and, unless otherwise agreed to by the Parties, follow the following procedures in respect of tenders and quotations:

2.2.4.1 tender documents or invitations for quotations shall be drawn up in consultation with DBSA's project team and ratified by DBSA;

2.2.4.2 the tenders and quotations shall be invited and, after completion of the steps described in clause 2.2.4.4, adjudicated by the Tender Board, or other responsible body, of the Borrower;

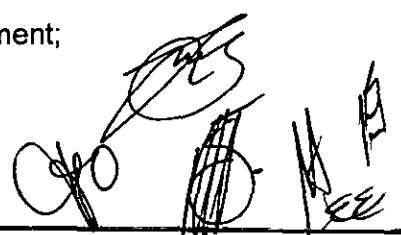
2.2.4.3 open tenders shall be open to all interested parties falling within the description contained in clause 2.2.4, and it shall not necessarily be a pre-requisite that the tenderer be a member of any particular association;

2.2.4.4 after consultation with and formal ratification by DBSA, the evaluation and recommendation for appointment of a tenderer shall be submitted to the Borrower's Tender Board or other responsible body by the Project Agent. If this recommendation, in part or whole is not acceptable to the Borrower's Tender Board or other responsible body, that Board or body may make amendments, but such amendments may be implemented only after ratification by DBSA; and

2.2.4.5 strict tender procedures shall be adhered to. Where deemed necessary advice and support on possible improvements will be forthcoming from DBSA;



- 2.2.5 ensure that contractors to whom contracts are awarded are insured and remain insured in terms of contractors-all-risk-insurance policies acceptable to DBSA;
- 2.2.6 insure and keep insured at the replacement value thereof, such of its interests in the Project against such risks as may be agreed upon by the Parties;
- 2.2.7 maintain or cause to be maintained records adequate to identify the operations carried out by means of the Loan and furnish DBSA with all such information (e.g. progress reports) concerning the implementation of the Project;
- 2.2.8 submit a statement reasonably acceptable to DBSA, certified on behalf of the Borrower, reflecting the expenditure incurred against goods and services financed in respect of the Project, within 6 (six) months after the end of each financial year of the Borrower during which a drawing is made on the Loan;
- 2.2.9 apply the Loan in accordance with Annexure B;
- 2.2.10 require each contractor to whom a contract is awarded to furnish a performance guarantee acceptable to DBSA, in terms whereof the completion of such contract is guaranteed; and
- 2.2.11 preserve all documents and accounting records pertaining to the Project up to the expiry of a period of 3 (three) years after completion of the Project, and shall allow DBSA at DBSA's cost at any reasonable time to have such documents and records audited by a person or persons nominated by DBSA.
- 2.3 Where the Parties agree that the further appointment of consultants or the revision of the *brief of appointed consultants is necessary*, the following procedures shall be followed unless otherwise agreed to by the Parties:
- 2.3.1 Before the formal appointment of any consultant for the Project it will be *necessary for the Borrower, in the person of the Project Agent and his/her supporting staff, and with the approval of DBSA, to formulate the terms of reference required for such consultant. Particular attention should be given to the following:*
- a precise statement of the objectives for the assignment;



- the scope and timing of the required services;
- the inputs to be provided by the Borrower;
- particulars of the outputs (that is reports, drawings, etc.) required of the consultants; and
- identification of a specific person who will be responsible, in the case where the consultant is a firm or a company.

2.3.2 The Borrower will then prepare a short list of capable consultants to be approved by DBSA, utilising the following criteria:

- past experience with similar projects;
- knowledge of local conditions;
- abilities and qualifications;
- membership of professional institutions;
- curriculum vitae of key personnel in the local office in the territory of the Borrower or other office of the consultant from where the work will be carried out.

2.3.3 DBSA's information on capable consultants will be made available to the Borrower for this purpose.

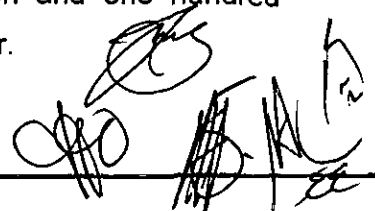
2.3.4 The short list shall include a cost estimate of the services to be provided.

2.3.5 The Borrower will then appoint one of the consultants from the short list, subject to the approval of DBSA.

2.3.6 Should arrangements be made to the effect that DBSA will provide funds to remunerate any consultant, such consultant shall not be appointed without the prior written consent of DBSA.

3. THE LOAN

3.1 DBSA shall lend to the Borrower on the terms and conditions set forth in this agreement an amount not exceeding in aggregate R1 100 000 (one million and one hundred thousand Rand) at the rate of interest set forth in clause 4 hereunder.



- 3.2 The Loan shall be utilised exclusively for the purpose of the Project as set out in Annexure A, and the Borrower shall ensure that any provisions contained in Annexure A are complied with.
- 3.3 DBSA shall pay the Loan proceeds to and on the order of the Borrower in such disbursements and on such terms and conditions as set forth in Annexure B attached hereto.
- 3.4 The Borrower shall furnish DBSA with particulars regarding officials authorised to apply for withdrawals on its behalf.
- 3.5 The capital amount of the Loan shall be repaid in 30 (thirty) equal six-monthly instalments, commencing on the last day of the 1st (first) Half-year after the Half-year during which the first advance was made to the Borrower from the proceeds of the Loan, and thereafter at the end of each succeeding Half-year until the Loan together with interest thereon shall be fully repaid; provided that the Borrower may, with 1 (one) month written notice to DBSA, make repayments in excess of the abovementioned or repay the full amount outstanding. An instalment shall be a fixed amount, determined as at the outset of the 1st (first) Half-year after the Half-year during which the first advance was made to the Borrower from the proceeds of the Loan, calculated as being sufficient to amortise the outstanding amount, plus interest at the rate set out in clause 4.1 hereof, in 30 (thirty) equal six-monthly payments. Should, at the outset of the said 1st (first) Half-year, part of the Loan still not be drawn by the Borrower, the amount of instalments shall be adjusted as and when drawings take place, in order to achieve amortisation over the original period of the Loan.
- 3.6 The Borrower may by notice to DBSA cancel any undrawn portion(s) of the Loan provided that such cancellation shall not jeopardise the proper completion of the Project; it being understood that upon the giving of such notice the instalments referred to in clause 3.5 supra shall be reduced pro rata.
- 3.7 If DBSA reasonably concludes, after consultation with the Borrower, that any portion(s) of the Loan will not be required to finance the Project, DBSA may by notice to the Borrower terminate the right of the Borrower to make drawings in respect of such undrawn portion(s); it being understood that upon giving of such notice the instalments referred to in clause 3.5 supra shall be reduced pro rata.



- 3.8 If DBSA has not received a last claim for an advance under the Loan from the Borrower at the end of the 2nd (second) Half-year after the Half-year during which the first advance was made to the Borrower, DBSA may terminate further disbursements to the Borrower on 30 (thirty) days written notice to the Borrower unless DBSA, after consideration of the reasons for the delay, has determined a later date for the purposes of this sub-clause. DBSA shall only consider an extension on receipt of a written request from the Borrower and shall notify the Borrower of its decision. A claim shall not be regarded as having been received if it is defective to such an extent that DBSA would not be obliged to make an advance in terms thereof.

4. INTEREST

- 4.1 The Loan shall bear interest on the amount from time to time outstanding at a nominal fixed rate of 16% (sixteen per centum) per annum.
- 4.2 Interest on the amount from time to time outstanding shall be compounded six-monthly and payable at the end of each Half-year, commencing on the last day of the first Half-year after the Half-year during which the first disbursement was made to the Borrower from the proceeds of the loan.

5. COMMITMENT FEE

The DBSA shall charge a commitment fee of 0.5% (nought comma five per centum) per annum on all the undisbursed portion(s) of the loan effective 3 (three) months from the date of the last signature of the Loan Agreement. Payment shall be made on the same terms and conditions as the other amounts due in terms of this Agreement.

6. LATE PAYMENT FEE

- 6.1 The Borrower shall be liable to the DBSA for the payment of penalty interest on all amounts payable, yet unpaid, in terms of the Loan Agreement should the Borrower:-
- 6.1.1 fail to pay on the due date any amount owing or which may become owing to the DBSA in terms of this Agreement; or
- 6.1.2 with the DBSA's written Agreement, defer the payment of any amount so owing.
- 6.2 Penalty interest shall be calculated with regard to the actual period during which the amount payable remained unpaid at the ruling prime charged by Standard Corporate

Merchant Bank, Sandton, South Africa on its overdraft accounts from time to time. Penalty interest shall be compounded six-monthly and payable on demand.

7. PAYMENTS

- 7.1 All payments to or by the Parties under this agreement shall be effected in South African Rands.
- 7.2 All payments under this agreement to the Borrower shall be effected to the credit of such banking account(s) of the Borrower as the Borrower may from time to time direct, in writing.
- 7.3 All payments under this agreement to DBSA shall be effected to the credit of such banking account(s) of DBSA as DBSA may from time to time direct, in writing.
- 7.4 Payments in terms of this agreement shall be effected without deduction for and free from any taxes, charges, fees or other costs whatsoever.
- 7.5 Whenever any payment falls due on a Saturday, Sunday or Public Holiday under the laws to which either of the Parties are subject, such payment shall be made on the next succeeding business day.

8. ON-LENDING

No On-Lending shall be effected unless provided for in Annexure A.

9. ACCELERATION OF MATURITY AND IMPROBABILITY OF PERFORMANCE

Should DBSA, after consultation with the Borrower, be able to show that the Borrower will probably not be in a position to perform its financial obligations in terms of this agreement, then DBSA may, after giving the Borrower 30 (thirty) days notice of its intention to do so, demand immediate repayment of all amounts owing by the Borrower in terms of this agreement.

10. SUSPENSION AND TERMINATION

- 10.1 DBSA shall be entitled to suspend withdrawals from the Loan or to terminate this agreement, in the event and for so long as the Borrower fails to comply with any

provision of this agreement after having given the Borrower 30 (thirty) days written notice to comply with any provision of this agreement and the Borrower thereafter continuing thus to remain in default, in which latter event the full amount owing will become payable.

- 10.2 If any suspensive condition contained herein has not been fulfilled on expiry of the last day of the fifth month after the month during which the agreement has been concluded, then this agreement and all obligations of the Parties shall terminate, unless DBSA after consideration of the reasons for the delay, has determined a later date for the purposes of this sub-clause. DBSA shall only consider an extension on receipt of a written request from the Borrower and shall notify the Borrower of its decision.
- 10.3 If DBSA has not received a first claim for an advance under the Loan from the Borrower on expiry of the last day of the fifth month after the month during which this agreement has been concluded, then this agreement and all obligations of the Parties shall terminate, unless DBSA, after consideration of the reasons for the delay, has determined a later date for the purposes of this sub-clause. DBSA shall only consider an extension on receipt of a written request from the Borrower and shall notify the Borrower of its decision.

11. ARBITRATION

- 11.1 Any dispute arising out of or relating to this agreement concerning the interpretation of the terms and conditions of this agreement or of compliance by any Party with the terms/conditions of this agreement which is not resolved amicably through consultations or negotiations shall, subject to the other provisions of this clause, be settled by arbitration in terms of the Arbitration Act No. 42 of 1965, as amended from time to time; provided that a claim by DBSA for the repayment of any monies due under the loan agreement shall not be regarded as a dispute for the purpose of this clause and neither Party shall therefore be obliged to refer such a claim to arbitration.
- 11.2 In case of arbitration a tribunal shall be composed of one arbitrator who shall be appointed by the Parties by agreement or failing such agreement, by the chairperson of the association of Arbitrators, who shall, in appointing such arbitrator, have regard to the qualifications and experience of the appointee in relation to the nature of the dispute over which he/she has to adjudicate. In case the arbitrator resigns or becomes unable to act, a successor shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of his/her predecessor.

- 11.3 The arbitration shall be held at the place and in accordance with whatever procedures the arbitrator considers appropriate. In particular, the arbitrator, may, if he/she deems appropriate, conduct the arbitration in an informal and summary manner and without requiring pleadings or discovery of documents and without observing the rules of evidence. The proceedings shall be confidential and neither the Parties nor the arbitrator shall disclose to third Parties any information regarding the proceedings, the award, or settlement terms unless the parties otherwise agree in writing.
- 11.4 After the institution of arbitration proceedings the tribunal may proceed with the arbitration notwithstanding any failure, neglect or refusal of either Party to comply with the provisions hereof or to take part or to continue to take part in the arbitration proceedings. The arbitrator shall within 30 (thirty) days of the termination of the proceedings render a final and binding written award including interest and costs, without furnishing reasons unless otherwise agreed by the Parties in writing.
- 11.5 The provisions of this clause may be invoked by any Party by delivering to the other party a demand, in writing, that an arbitrator be appointed to adjudicate in respect of a specified dispute.

12. GENERAL

- 12.1 Any notice or request to be given or made in terms of this agreement shall be in writing and shall be deemed to have been duly given or made when in the case of DBSA, addressed to the Executive Manager and received at:

Physical address: Development Bank of Southern Africa Limited
Headway Hill
MIDRAND
SOUTH AFRICA

Postal address: P O Box 1234
HALFWAY HOUSE
1685

Telefax number: 011-3133086

and in the case of the Borrower, when addressed to the Borrower and received at the following address:

Physical address: Kakamas Transitional Local Council
11th Avenue

KAKAMAS
8870

Postal address: P O Box 174
KAKAMAS
8870

Telefax number: (054)4310785

Either of the Parties shall be entitled to change the abovementioned addresses by giving notice to such effect by registered post.

12.2 No amendment of, or addition to this agreement shall be valid unless the same has been reduced to writing and signed by or on behalf of the Parties, with the understanding that Annexures A, B and C hereto can be changed by agreement reached through correspondence.

12.3 The non-enforcement of any provision of this agreement or any indulgence which either Party may grant to the other Party shall be without prejudice to the rights of such first-mentioned Party to insist upon strict compliance by such other Party with all the provisions of this agreement or to enforce its right in respect of which such indulgence was granted.

12.4 This contains the entire agreement between the Parties and no representations, warranties, undertakings or promises of whatever nature which may have been made by any of the Parties, their agents or employees, other than those herein contained, shall be binding or enforceable against them.

13 FURTHER TERMS AND CONDITIONS

13.1 The Borrower warrants that it has complied or will ensure compliance with all the environmental legislative requirements for this project and in particular, that it will obtain or cause to be obtained from the relevant government authority all the necessary permits or authorisations required for the implementation of this project. The Borrower further agrees, upon request, to furnish DBSA with any documentary proof pertaining to compliance by it with the environmental legal requirements as contemplated herein including, but not limited to, copies of any authorisation and/or permits which may have been issued in respect of this project.

- 13.2 The Borrower shall provide the DBSA with proof that it is either already in compliance with the year 2000 (Information Technology) change-over or that it has put steps in place to ensure such compliance.
- 13.3 The Borrower shall, at its own cost, ensure that, immediately upon commencement of construction/building operations, contemplated in this agreement, if it is decided to erect a project notice board(s), such board(s) shall clearly advertise the fact that the construction/building operations, have been financed or co-financed by the DBSA.
- 13.4 The Borrower undertakes to consult with the DBSA prior to incurring any medium and/or long-term debt obligations.
- 13.5 The Borrower undertakes to provide the DBSA with its audited financial statements within 6 (six) months from the end of each financial year for the entire duration of this loan.

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THIS DONE AND SIGNED AT Kakau..... ON THE 26..... DAY OF October 1998.....

AS WITNESSES:

- 1. Emesterhuizen
- 2. [Signature]

[Signature]
 FOR AND ON BEHALF OF THE
 BORROWER, DULY AUTHORISED
 THERETO IN TERMS OF ANNEXURE C
 ATTACHED HERETO

THIS DONE AND SIGNED AT MIDRAND..... ON THE 3..... DAY OF NOVEMBER 1998.....

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]
 FOR AND ON BEHALF OF THE DBSA,
 DULY AUTHORISED THERETO IN
 TERMS OF ANNEXURE D ATTACHED
 HERETO

PROJECT DESCRIPTION

1. PROJECT OBJECTIVE

To promote the economic growth of the greater Kakamas community by upgrading the bulk electricity supply within the Central Business Area in support of continued business development and its strong linkages to the rest of the sub-regional economy.

2. PHYSICAL DESCRIPTION

2.1 UPGRADING OF THE 3.3 kV NETWORK:

- Installation of a new underground 11kV, 70mm² cable with copper conductor.
- Total length: 1350m

2.2 MINIATURE SUB-STATIONS AND TRANSFORMERS:

- Supply and installation of four new 11/0.4kV sub-stations on the 11kV feeder as follows:

| | |
|-------|--------|
| AS16 | 200kVA |
| AS15 | 500kVA |
| AS14 | 315kVA |
| AS12A | 315kVA |

- Two existing 3,3/0.4kV substations will become obsolete and will be phased out.
- Provision of three ring feeders for AS12, AS13 and BS14/4.
- Existing transformers will be re-installed at new locations, as follows:

| | |
|--------|------------------|
| BS14/4 | 500kVA to AS13 |
| AS13 | 400kVA to AS12 |
| AS12 | 200kVA to BS14/4 |

2.3 LOW VOLTAGE DISTRIBUTION AS FOLLOWS:

Extensions to the low voltage distribution from AS12, AS13, AS14 and AS15 to include seven new low voltage distribution boxes in Voortrekker Street and Eleventh Avenue as follows:

| |
|---|
| 70mm ² x 4 core cable, approximately 1000m |
| 7 x Distribution boxes |
| 2 x Low voltage distribution panels in sub-stations |

2.4 CONSUMERS CONNECTIONS

The existing consumers connections will be switched to the new distribution boxes where required. New connections will be provided as and when required by new consumers.

3. LABOUR UTILISATION

Although the construction of the electricity supply will be by way of conventional engineering methods, a number of job opportunities will be created in the excavation of cable trenches and drawing in of cables.

4. COST ESTIMATE

The cost estimates for the different project outputs are as follows:

| NO. | DESCRIPTION | ESTIMATED COST |
|-----|--|-------------------|
| 1.1 | Design and construction of a new 11kV bulk supply to the Kakamas CBD (including contingencies and escalation). | R1 000 000 |
| 1.2 | Professional fees, disbursements and site supervision | R100 000 |
| | TOTAL (excl. VAT) | R1 100 000 |

5. DESIGN PRINCIPLES AND PARAMETERS

The design of the new infrastructure will follow good and sound engineering standards as contained in the applicable SABS design codes and specifications and the Eskom Code of Practice.

6. AS BORROWER AND IMPLEMENTING AGENT, THE KAKAMAS TRANSITIONAL LOCAL COUNCIL WILL:

6.1 CARRY OUT THE FOLLOWING MANAGEMENT ARRANGEMENTS

- a) Provide a secretariat function to the Technical Project Committee.
- b) Draw up formal tender documents, with a Comprehensive Bill of Quantities and Construction, which must be approved by the Technical Project Committee before going out on public tender.
- c) Contract to be awarded in accordance with the TLC's Financial Regulations.
- d) Make adequate provision on its annual operational budget for the proper maintenance of the assets created by this project.
- e) Ensure compliance with National and Provincial environmental, electricity, health and safety standards.

6.2 CONSTITUTE A TECHNICAL PROJECT COMMITTEE (TPC)**6.2.1 Composition and status of TPC.**

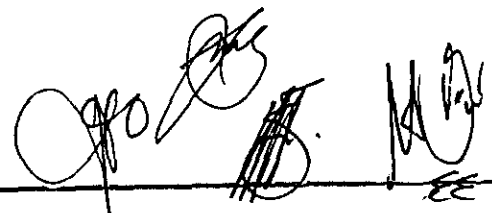
| INSTITUTION | MEMBERSHIP |
|---|-------------------|
| Kakamas TLC | Permanent |
| Bouer Viljoen Inc. (Technical Advisors) | Permanent |
| DBSA | Observer |

6.2.2 Functions of Technical Project Committee

- a) Monitor the implementation of the project.
- b) Monitor the standard of work and quality of material.

6.3 FUNCTIONS OF DBSA AS OBSERVER ON TPC

- a) Monitor the implementation of the project to meet the agreed upon development objectives and design criteria.



ANNEXURE B

18

APPLICATION AND SOURCE OF FUNDS STATEMENT
 KAKAMAS : UPGRADING OF BULK ELECTRICITY DISTRIBUTION (11202/1/1)

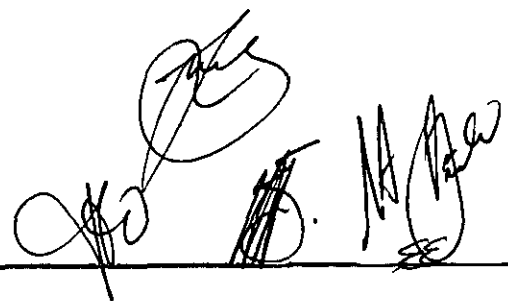
| Description | Total (R) | DBSA (R) | % | Borrower (R) | % | Other (R) | % |
|-------------------------------------|-----------|-----------|-------|--------------|-----|-----------|-----|
| FIXED ASSETS | | | | | | | |
| 1.1 CONSTR. COST (INCL. ESC & CONT) | 1,000,000 | 1,000,000 | 100.0 | 0 | 0.0 | 0 | 0.0 |
| 1.2 PROFESSIONAL FEES | 100,000 | 100,000 | 100.0 | 0 | 0.0 | 0 | 0.0 |
| Totals | 1,100,000 | 1,100,000 | 100.0 | 0 | 0.0 | 0 | 0.0 |

VAT excluded

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, initials 'EE' in the center, and another signature on the right.

II. TERMS AND CONDITIONS OF DISBURSEMENT

Disbursement of each progress claim in respect of the amount financed by DBSA is to be effected as a ratio of actual cost of each item (for each phase) in accordance with the Application and Source of Funds Statement (Annexure B1), read together with the Project Description (Annexure A), to the maximum amount of R1 100 000. This is subject to submission to DBSA of fully documented proof of expenditure by the Borrower to supplier(s), consultant(s) and/or contractor(s), of actual claims (or in-house expenses incurred), as approved by the Borrower or its authorised representative. Each progress claim is to be in the itemised format as depicted in Annexure B1.

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are three distinct signatures, with the rightmost one being the most prominent and appearing to be a stylized name.

AUTHORISATION - BORROWER


KAKAMAS TRANSITIONAL LOCAL COUNCIL

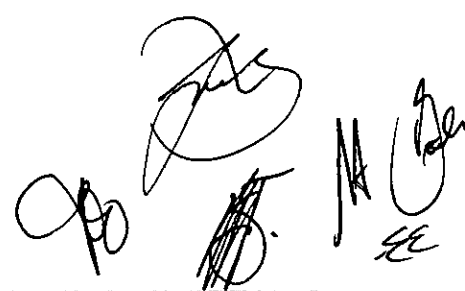
JOHANNES ANDRIES TRUTER

in his capacity as Town Clerk

in terms of a decision of the Council dated 22 October 1998 be authorised for and behalf of the Kakamas Municipality to enter into this agreement with the development Bank of Southern Africa Limited and to perform all acts and sign all documents that may be necessary for these purpose.

26/10/98
DATE


KAKAMAS TRANSITIONAL LOCAL COUNCIL



AUTHORISATIONDEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**IAN ANDREW GOLDIN**

in his capacity as Chief Executive of the Development Bank of Southern Africa, in terms of authority delegated to the incumbent of his post by the Board of Directors of the Development Bank of Southern Africa on 19 September 1985, determined on 04 August 1998 that:

IAN ANDREW GOLDIN

in his capacity as Chief Executive

OR

JACOB HENRY DE VILLIERS BOTHA

OR

MANDLA SIZWE GANTSHO

in their capacity as Executive Managers

OR

PULE LESAILANE MOKHOBO

in his capacity as Manager: Legal Services

OR

JOHN PATRICK BARTON-BRIDGES

OR

CHRISTINA JOANNA GOLINO

OR

CHRISTIAAN STEPHANUS HEYMANS

OR

BANE MOEKETSI MALEKE

OR

MAGARE LUTHER MASHABA

OR

FAZAL MEHMOOD SAIB

Handwritten signatures and initials are present at the bottom right of the page, including a large signature and several smaller initials.

OR

JENNIFER DAPHNE TYOBEKA

OR

DENNIS MDUDUZI ZIMU

in their capacity as Managers: Business Units (DSP Related)

be authorised for and on behalf of the Development Bank of Southern Africa to enter into agreements in terms whereof money is:-

- 1. lent, or
- 2. granted for the purpose of technical assistance,

and to perform all acts and sign all documents that may be necessary for the purpose

23/11/98

 DATE

[Handwritten Signature]

 LEGAL SERVICES

[Handwritten signatures and initials]