

SERVICE PROVIDER AGREEMENT



on the Go for Growth

WATERBERG DISTRICT MUNICIPALITY

Entered into by:

**The Waterberg District Municipality
(‘The Client’)**

And

**KIPP Consulting Engineers
Registration Company Number: 2008/002649/23
(‘The Service Provider’)**

**In respect of the Provision of planning, design and construction of cluster 4
MWIG projects in Mookgophong Local Municipality**

T.S
M.S
P. [Signature]
NR

Preamble

Whereas:

Waterberg District Municipality wants to implement planning; design and construction of cluster 4 MWIG projects in Mookgophong Local Municipality express its intention to appoint KIPP Consulting Engineers as the professional engineers for the project.

KIPP Consulting Engineers therefore accept its appointment with the terms and conditions expressed below:

1. Interpretation

The headings of the paragraphs in this Agreement are for the purposes of reference only and shall not be used in the interpretation of this Agreement. In this Agreement, unless a contrary intention clearly appears:

- 1.1. the singular includes the plural and vice versa;
- 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely :
 - 1.2.1. 'business day' means any working day, excluding Saturdays, Sundays and public holidays;
 - 1.2.2. 'Client' means the Waterberg District Municipality;
 - 1.2.3. 'commencement date' means the date on which the parties commenced with the performance of their obligations, namely date of signature of service level agreement ;
 - 1.2.4. 'contract price' means the total amount of fees that will be charged by the Service Provider, including disbursements and VAT, for the performance of the services in terms of this Agreement;



 JS
 M-S
 MK

- 1.2.5. **'key result'** means an indicator or yardstick in terms of which the Service Provider's successful performance of its obligations may be gauged;
- 1.2.6. **'methodology'** means the professional expertise and the system of methods required by the Service Provider to perform the obligations set out in terms of this Agreement;
- 1.2.7. **'prime rate'** means the variable interest rate as charged and calculated by the Service Provider's bankers from time to time;
- 1.2.8. **'project'** means the services to be performed by the Service Provider in terms of the Tender and the corresponding obligations to be fulfilled by the Client;
- 1.2.9. **'project plan'** means the strategy prepared by the parties for the successful completion of the Project, to be submitted within a reasonable time, prior to commencement of project;
- 1.2.10. **'Remuneration schedule'** means the details of remuneration.
- 1.2.10.1. **'Service Provider'** means KIPP Consulting Engineers, under the registration name: KIPP Consulting Engineers a company established in 2008 under Registration number 2008/002649/23;
- 1.2.11. **'services'** refers to the professional work to be performed by the Service Provider in terms of this Agreement, as per page 5;
- 1.2.12. **'Tender'** means Tender No. WDM/2014/15-17, as advertised by the Client and being in respect of the Planning, Design and Construction of cluster 4 MWIG projects in Mookgophong Local Municipality

TS
MR

AP
NK

1.2.13. 'Project Duration' the entire timeframe for planning, design and construction

- 1.3. figures are referred to in numerals and in letters and if there is any conflict between the two then the letters shall prevail; and,
- 1.4. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement, which do not themselves, contain their own definitions.

2. Appointment and Duration

- 2.1. The Client hereby appoints the Service Provider to carry out the services detailed in Paragraph 6 to this Agreement upon the terms and conditions set out herein.
- 2.2. The Service Provider will commence upon date of signature of service level agreement and planning and design must be completed within one month of signing this agreement.
- 2.3. The timeframe for the completion of the construction phase will be determined by the Consultant after completion of the planning and design phases.
- 2.4. The service provider must within 30 days of the completion of the planning and design phases submit the designs and project plan with implementation schedules.
- 2.5. No extension will be granted for this project without good motivation and any failure to deliver the expected results before or on the specified deadline date will automatically result in penalties to be effected by WDM.

TS
MS
MR

3. Team

- 3.1. The team members that will be involved in the project must be as according to the proposal and where a team member resigns or leave the institution the client must be informed.
- 3.2. In case where one of the team members mentioned in the proposal leaves an institution, the company must replace such a member with a member equivalent (in terms of the rank, qualification and the experience) or more.

4. Shareholders

- 4.1 In case where the shareholdings of the company changes during the year the client must be informed of such changes.

5. Extent of terms and conditions

- 5.1. This Agreement consists of the terms and conditions set out in the documentation listed as follows:
 - 5.1.1. Tender document as submitted by service provider
 - 5.1.2. Letter of appointment
 - 5.1.3. Acceptance letter
 - 5.1.4. This Agreement, and,
 - 5.1.5. The National Treasury General Conditions of Contract
- 5.2. In the event of conflict between the provisions of any of the aforesaid documentation and this Agreement, the provisions of this Agreement shall prevail.
- 5.3. Any additional work which is not part of the initial agreement will have to be requested in writing and approval be given prior to work done.

TS
M-S

~~AK~~
AK

6. Scope of Services

This cluster is located in Mookgophong Local Municipality under the jurisdiction of the Waterberg District Municipality. The cluster 4 entails the following projects with project description:

- **Project 1: Mookgophong: 827 Water meters refurbish & replace**
 - Refurbishment and replacement of 827 water meter in Mookgophong Ext 5 & 6
- **Project 2: Mookgophong: Replace 5 x Pumps and rehabilitate Nyl reservoir**
 - Replacement of 5 x pumps in pump station and rehabilitate Nyl reservoir in Mookgophong
- **Project 3: Mookgophong: Drill for and equip 5 x boreholes**
 - Drilling, testing and equipping of 5 x boreholes with connector pipelines in Mookgophong

6.1. The scope of work will include but not limited to:

- To conduct planning, detailed design and construction of the projects
- To prepare bid documentation/ BoQ with cost estimates for client's consent
- To conduct site briefings during the bid process
- Monitor and supervise the implementation of all construction work
- A close liaison with various regulatory bodies and authorities regarding the project
- Prepare interim and final payment application regarding the project to the client
- Preparation of as built drawing and final project closing documents
- To conduct progress meeting, prepare and submit interim progress reports to client
- Advise the client correctly regarding technical, quality and project cost implications.
- Prepare detailed implementation plans, maintain and track the actual and planned progress of various project deliverables.
- Prepare step-by-step detailed operations and maintenance plan documents, financial cost and technical procedures for the project.

TB
M9
AP
NIC

- Prepare and provide user training and support for operation of the facility.

Please note that all the standards applicable in water pipeline construction, DWS and EPWP guidelines will be used in this project.

7. Deliverables

The responsibilities of the **KIPP Consulting Engineers** amongst others will be as follows:

- Preparation of the preliminary design report.
- Investigate the quantity and scope of work.
- Quantify and compile scope of work.
- Design, documentation and construction supervision.
- Construction/implementation of the project
- Manage and handle all site progress meeting.
- Manage and process all documentation and payments.
- Monitor quality control and ensure compliance with set standards.
- Submission of progress reports and payment certificates.
- Submission of as built drawings.
- Submission of completion reports.

8. Price

- 8.1 The contract price in respect of the project is as per the quotation provided in by KIPP Consulting Engineers and the detailed design report.
- 8.2 KIPP Consulting Engineers is appointed as a professional consultant and Mashaipone General Construction cc as a contractor for the **Planning, Design and Construction of cluster 4 MWIG projects in Mookgophong Local Municipality for an amount of R 1 062 658.00 (VAT inclusive), if VAT registered and R 932 156.14 (VAT exclusive) or if not VAT registered based on the estimated construction fees.**

TS
MS



MK

The project cost is broken down as follows:

Project Name	Project Number	Professional fees (VAT inclusive)	Construction fees (VAT inclusive)
Mookgophong: 827 Water meters refurbish & replace	ZLPWMOOK02	R 288 658.00	R 1 086 800.00
Mookgophong: Replace 5 x Pumps and rehabilitate Nyl reservoir	ZLPWMOOK06	R 360 000.00	R 2 140 600.00
Mookgophong: Drill for and equip 5 x boreholes	ZLPWMOOK08	R 414 000.00	R 609 400.00
	TOTAL	R 1 062 658.00	R 3 836 800.00

9. Obligations of the Service Provider and submission of monthly reports

- 9.1. The aforesaid services shall be rendered diligently and to the reasonable standard and expectations as required by the Client.
- 9.2. The service provider is required to submit written progress reports on or before the 03rd of every month to the Supply Chain Management Unit (SCMU) and the Project Manager until the project is fully completed.
- 9.3. The service provider appoints **Mr P.M. Metene** as the project manager and key point of contact and liaison for all matters relating to the project by and between the Service Provider and the Client.





10. Obligations of the Client

- 10.1. The Client shall ensure that the Service Provider has reasonable access to and the support of whatever information or personnel, respectively, may be necessary for the Service Provider to fulfil its obligations.
- 10.2. The Client appoints **Ms B.F. Mnisi** in her capacity as the Divisional Manager Capital Projects of Waterberg District Municipality as the project manager and key point of contact and liaison for all matters relating to the project by and between the Service Provider and the Client.

11. Remuneration

- 11.1. The Client hereby agrees to remunerate the Service Provider strictly in accordance with the letter of appointment and fees breakdown.
- 11.2. Payment of the Contract value will be made in trenches on completion of specific deliverables of the project activities.
- 11.3. The client shall upon the Service Provider submission of a valid tax invoice and approval by the Client that the deliverables contained therein have been achieved, pay the invoiced amount to the Service Provider within thirty (30) days of receipt of invoice.
- 11.4. If the Client defaults or falls into arrears with any payment then the Service Provider reserves its right to claim payment of interest at the prime rate, calculated from 30 (thirty) days after the payment has become due to the actual date of payment. Unless the client is awaiting clarification of issues on the invoice, in which case the payment may exceed (30 days).


MR


MR

12. Retention

12.1 None

13. Variations and cancellations

- 13.1. No agreement varying to, deleting from or cancelling this agreement shall be of force or legal effect unless reduced in writing and signed by or on behalf of the parties.
- 13.2. Any deviation that shall be done without prior approval by the client shall be null and void.
- 13.3. The costs incurred as results of the non-compliance with the provision of clause 1.3.1 shall be the sole responsibility of the service provider

14. Ownership Terms and Conditions:

- 14.1. Any Intellectual Property rights owned by Waterberg District Municipality to the commencement date of this Business Agreement shall remain vested with Waterberg District Municipality.
- 14.2. Any Intellectual Property rights owned by Service Provider prior to the commencement date of the service level agreement shall remain vested with the Service Provider.
- 14.3. Ownership of any intellectual Property derived, produced or developed by the Service Provider expressly and exclusively for the acting on behalf of the Waterberg District Municipality with the terms and condition of the agreement to be concluded between Waterberg District Municipality and such Service Provider shall remain the property of the Waterberg District Municipality.

TJ
MR *[Signature]*
AK

15. Limitation of liability

- 15.1. The Service Provider hereby protects and secures the Client against all legal liability with regard to any claims that may arise as a result of a breach of contract or negligence on the part of the Service Provider in respect of its obligations in terms of this Agreement.
- 15.2. The maximum liability of the Service Provider in respect of the aforesaid claims shall be limited to the aggregate of fees that have accrued to the Service Provider for the obligations that form the subject of the breach of contract or negligence as at the time that the cause of action arose.

16. Amicable Settlement

- 16.1. If any dispute arises in terms of this contract, either party may give five (5) days written notice to the other of such dispute, whereupon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

17. Disputes

- 17.1. In the event that a dispute arises between the Client and the Service Provider it shall be referred to mediation within 5 (five) business days of either party declaring such a dispute. In this regard:
 - 17.1.1. A mediator shall be appointed by the parties, alternatively by the chair of the Attorneys Association in the Province where the dispute arose, to preside over the mediation; and,
 - 17.1.2. The parties shall seek ways and means to resolve the dispute in the most expedient manner.

T.S. M.S. *[Signature]*
NR

17.2. Should the dispute not be resolved within 10 (ten) business days of the commencement of mediation it shall be referred to arbitration. Accordingly :

17.2.1. An arbitrator shall be appointed by the parties, alternatively by the chair of the Arbitration Foundation of South Africa ('AFSA'), to preside over the arbitration; and,

17.2.2. The rules of AFSA shall govern the conduct of the arbitration.

17.3. Nothing in this paragraph shall prevent either party from approaching the High Court for suitable judicial relief.

18. Breach

18.1. If either party breaches this Agreement or fails to perform any of its obligations, then the other party shall provide written notice, calling upon the first party to rectify its breach within a period of not less than 10 (ten) business days.

18.2. Should the party in breach have failed to rectify the breach within the aforestated time period, the other party may cancel this Agreement and claim recovery of damages.

18.3. Failure to complete the project in line with the project plan and implementation schedules.

18.4. Any request for an extension on timeframe must be done in writing and be approved by the Accounting Officer as an addendum to this agreement or penalties will be imposed on the Service Provider.

TB
MS
NR

Handwritten signatures and initials in black ink. The initials 'TB' are at the top left, 'MS' is below them, and 'NR' is at the bottom left. To the right of these initials is a large, stylized signature that appears to be 'R. [unclear]'.

19. Termination

- 19.1. This Agreement may be terminated upon 20 (twenty) business days' written notice, after the terminating party has consulted the other about its intention.
- 19.2. The aforesaid termination shall not prejudice either party's rights in respect of the obligations already performed or to be performed as at the date of termination.

20. Severability

- 20.1. Any provision of this agreement found or held invalid or unenforceable, such terms shall be severable and the validity of all other terms shall not be affected thereby.

21. Whole agreement

- 20.1 This Agreement constitutes the whole agreement between the parties unless supplemented by further agreements, which shall be in writing.

22. *Domicilium citandi et executandi*

- 22.1. The parties choose as their *domicilia citandi et executandi* the addresses set out hereunder :

22.1.1. Client :

Office of the Municipal Manager
Waterberg District Municipality
Harry Gwala Street
Modimolle
0510

TJ
MS

~~AP~~
MR

22.1.2. Service Provider :

KIPP Consulting Engineers
14 Kurkbas Street
Polokwane
0700

22.2. Either party may change its *domicilium citandi et executandi* by giving written notice to the other, the new address becoming effective at the expiry of 10 (ten) business days from the communication of notification.

23. Amendments and alterations

23.1. No amendments and/or alterations to the terms this Agreement shall be valid or binding unless reduced to in writing and signed by all Parties.

24. Penalty Clause

24.1 Penalty will be imposed on the following cases:-

24.1.1 Late delivery.

24.1.2 Poor Quality.

24.1.3 Non- compliance to scope of work, reporting requirements and any other tender documents requirements.

24.1.4 Poor performance

24.2 The penalties will be calculated ranging from 2% to 25% of the total project amount on the discretion of the municipality. Penalty percentage may be above 25% if the offence is severe.

24.3 All penalties will be on the discretion of the Accounting Officer.

24.4 National Treasury Conditions of Contract will also apply in terms of penalties imposed.

TS
MB
MR

24.5. Any misrepresentation of facts where there is conflict of interest which result in the awarding of this tender shall be the automatic cancellation of this agreement.

25. Maintenance and Warranties

25.1. The warranty period shall commence from the delivery date in service and shall be a minimum period of twenty four (24) months, and a maintenance plan of twelve (12) months.

26. Confidentiality

25.1 For the purposes of the agreement confidential information means any and all information, including but not limited to, technical, financial, product and commercial information – disclosed in writing or otherwise by the disclosing party to the receiving party, whether disclosed in view of the purpose before or after the date of Agreement and shall be deemed to include all documents and other material (including samples, models and computer software) containing or embodying or based on the confidential information (or part thereof) together with all notes, summaries and other material derived there from and all copies or reproductions of the foregoing. Such Confidential Information shall not include information:

25.1.1 which is generally available to the public, or which will become generally available to the public other than by breach by the Receiving Party of its obligation hereunder;

25.1.2 which was or is already known to the Receiving Party before it had been or will be disclosed by the Disclosing Party, provided that such information may not reasonably be considered by the Receiving Party as confidential;

25.1.3 which the Receiving Party has received or will receive on a non-confidential basis from any party (including any third party) which is not in breach an

TS
MS
MR

obligation of confidentiality towards the Disclosing Party or any party (including any third party), provided that such information may not reasonably be considered by the Receiving Party as confidential; and

25.1.4 Which is independently developed by or on behalf of the Receiving Party.

25.2 All Parties shall:

25.2.1 hold the other parties Confidential Information in the strictest confidence;

25.2.2 not make use thereof other than for the performance of its obligations under the Agreement; and

25.2.3 Only release such Confidential Information on a "need to know" basis subject thereto that the persons to whom such Confidential Information is released shall undertake to be bound by the confidentiality obligations contained herein.

25.3 No parties shall be entitled to use the name of the other Party in publicity releases or advertising or for other promotional purposes without procuring the prior written approval of the Party concerned.

25.4 The Parties' obligation in terms of this clause will survive the termination of this Agreement including the termination thereof by the effusion of time.

25.5 In the case of a release, announcement or document which is require to be given, made or published by law or under the rules of the JSE Securities Exchange South Africa or any other relevant stock exchange, the Party liable so to give, make or publish the same shall give to the other Party as much advance warning thereof as is reasonable in the circumstances together with drafts or a copy thereof as soon as it is at liberty to do so.

TS
MR
MR



27. Warrant of Authority

The persons signing this agreement on behalf of the parties warrant their authority to do so.

Signed at Modimolle on this 07 day September of 2015.

AS WITNESSES:

1.  For and on behalf of the Client

2.  
SM Mabotja
WDM Municipal Manager

Signed at Modimolle this 07 day Sept of 2015.

AS WITNESSES:

1.  For and on behalf of the Service Provider

2.  
KIPP Consulting Engineers



Waterberg
District Municipality

on the Go for Growth

Gwala Street, Modimolle, 0510
Private Bag X 1018, Modimolle, 0510
Tel: (014) 718 3342
Fax: (014) 717 2398

TO : MUNICIPAL MANAGER
FROM : MANAGER CSSS
ENQUIRIES : DM LEGAL & ADM
DATE : 04 SEPTEMBER 2015
SUBJECT : WATERBERG DISTRICT MUNICIPALITY & KIP CONSULTING
: ENGINEERS

1. PURPOSE:

To determine if the SLA in question complies with legislation & Regulations particularly section 116 of the MFMA and the National Treasury MFMA Circular NO: 16 respectively.

2. BACKGROUND:

- 2.1. The WDM saw a need to appoint the professional consultants for provision of planning , design , and construction of cluster 4 MWIG Projects in Mookgopong Local Municipality
- 2.2. The WDM enter into a Service Level Agreement with KIPP Consulting Engineers bearing the registration letter and numbers
- 2.3. The Project Manager DM Capital Projects of WDM Ms B.F Mnisi submitted the SLA on the 01 September 2015 to the office of the DM Legal & Admin in order to check compliances .
- 2.4. The office of the DM legal & Admin have an obligation to advice the office of the Municipal manager .In performing its duties must do so without fear or favour .
- 2.5. The following documents were submitted and the opinion was generated based on the attached documents only :**
- (a). Draft SLA .
 - (b). Service Provider's tender documents dated the 29/05/20(Bid NO:WDM/2014/15-16)
 - (c).Appointment letter dated the 27/08/2015
 - (d). Acceptances letter date 27 August 2015
 - (e). BAC Recommendations dated the 27/08/2015 .
 - (f) . Memo dated the 21/09/2015 – Feedback on Negotiation with Kipp Consulting Engineers for Planning, Design and Construction of Cluster 4 MWIG Projects in Mookgopong Local Municipality .

T.S. B.F.

3. The following below listed sources were consulted when generating this memo :

3.1. SOURCES (STATUTE, CASE LAW)

(a) Statutes:

(i) Constitution Act 108 of 1996

**Section 217 prescribes that when an organ of state in the National Provincial or Local Sphere of Government for goods or services, it must do so in accordance with system that is fair, equitable, transparent, competitive and cost effective .*

(ii) Local Government Municipal Finance Management Act 56 of 2000 S112 (1) & Local Government System Act:

S83(3) both Acts provides that SCMP of a Municipality must be fair, equitable, transparent, competitive and costs-effective and comply with a prescribed regulatory framework for Municipality Supply Chain Management in this regards regulations were promulgated under GNR 868 in GG 27636 of 30 May 2005 procurement Law is prescriptive and not permissive .

(iii) The Law of Government Procurement in South Africa:

Paragraph 186 states that "tenderers prepare their tender on the specifications laid down in call for tenders. As a general rule, therefore an Organ of state should not be allowed to make changes to tenders specifications after a call for tenders has advertised ".

To depart from the tender specifications is any event give one bidders an unfair advantage over the other, who will have relied on the standard practice in submitting their own tenders, the amount which in submitting their own tenders the amount which will be based on the actual tender specifications

(b) Case Law:

(i) Ferndale Cross Share Block (Pty) others v Johannesburg Metropolitan Municipality and others 2011:

In this case the Judge stated that it is acceptable that "not every slip in the administration of tenders is necessarily to be visited by Judicial sanction and considerations of public interest /pragmatism and practicality should inform the exercise of a judicial discretion whether to set aside an administrative act or not "

(ii) Metro Projects v Klerksdorp Local Municipality 2004 (1) SA 16 (SCA) Para(13)-15:

Judge stated that "fairness must be decided on the circumstances of each case and there degree of compliances with t any standard and it is notoriously difficult to assess whether less than perfect compliances falls on one side or the other of the validity of an SLA"

(iii) Mothapo Consulting Engineers (Pty) t/a Mothapo v Natal Local Municipality (1053/2012) Case No: 1053/2012.

*In this matter there were two issues in which the court needs to consider namely:
(a)principle of legality with reference to s217 of the constitution read with the applicable regulations and Municipality Supply Chain Management Policy and*

(b)Pacta servada stunt (English "fulfil contractual obligations ") parties must comply with their contractual obligations.

In this case the Municipality (Respondent) was of the view that tender process was not in accordance with the statutory requirements and SCMP. No valid and legally enforceable agreement was entered into between the Municipality and the Applicant (parties)

TB RF

The court dismissed the Respondent (Municipality) Counter application and special plea .Ordered that agreement between the municipality and the Applicant was valid and binding.

Respondent was further interdicted and restrained from taking any further steps in relation to the tenders notice and invitation to tenders or in relation to all any advancement or furthermore of the tendering process or of the projects ,in respects of tenders awarded to the Applicant .

Respondent was further ordered to pay costs.

All this cases proves to us that any SLA that the Municipality is concluding with the Service Providers is binding and enforceable. That must comply with the legislation, Regulation and certain SCM policies.

3. FINDINGS:

WDM DM Legal & Admin perused the SLA and found that :

- The SLA complies with all the relevant norms and standard of the WDM SCM policies and relevant prescripts mentioned supra: That the SLA is a legally binding agreement and terms and conditions are clear and binding to both parties.
- The document which give raise to this SLA do correspond and it appears that, there no pending issues that can give raise to the new facts which might let to the amendment of this agreement .

4. LEGAL ADVICE:

1. The parties to this agreement adhere to the terms and condition of this agreement .
 2. Parties to this agreement comply and adhere to the provision of section 116 (1)(a)&(b)ⁱ of the MFMA, National Treasury Circular NO:62, other above listed legislation and SCM policy .
 3. The Party that might intend and or wants to deviate from thee agreed terms and conditions of this SLA must comply with the conditions of clause 13 (**variation and Cancellations clause**) of the SLA and in accordance with the provision of the WDM SCM Policy and the National Treasury norms and standards to avoid the breach of contract .
- Breach of contract have both legal and financial implications , which will result into the unauthorised , irregular or fruitless and wasteful expenditure as entrenched in section 32 of the MFMA (Act 56 of 2003)
4. The Accounting office can then proceed to enforce the terms and conditions of this agreement in line with the provision of section 116 (2) of the MFMA
 5. The agreement appears to be in order as such parties may proceed with signatures :

5. AD RECOMMENDATIONS:

We therefore make the following recommendations:

1. The report by the DM Legal & ADMIN be noted.
2. The parties to the SLA proceed with signatures and adhere to the terms and condition of this agreement and its Annexure .

.....
DM LEGAL & ADMIN
T.S MANAKA



F Nogilana – Raphela
MANAGER CSSS COMMENTS:

7/9/15

Date



MS Mabotja
Municipal Manager

09/09/2015

DATE

~~APPROVED / DISAPPROVED~~

116 Contracts and contract Management

- (1) A contract or agreement procured through the supply chain management system of municipality or municipal entity must-
- (a) be in writing
 - (b) stipulate the terms and conditions of the contract or agreement ,which must include provisions providing for
 - (i) the termination of the contract or agreement in the case of non-or under – performance ;
 - (ii) dispute resolution mechanisms to settle disputes between the parties
 - (iii) period review of the contract or agreement once every three years in case of a contract or agreement for longer than three years , and
 - (iv) Any other matters that may be prescribed.

TS

