

NEC3 Professional Services Contract (PSC3)

Contract between NTCSA SOC Ltd
(Reg No. 2021/539129/30)

and [Insert at award stage]
(Reg No. _____)

for NTCSA Property Agents - Professional Services

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[•]
C1.3	Securities proforma	[•]

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

NTCSA Property Agents - Professional Services

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

If Option E or G apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

--

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: The Scope

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X7: Delay damages
		X9: Transfer of rights
		X10: Employer's Agent
		X11: Termination by the Employer
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBC
11.2(9)	The <i>services</i> are	NTCSA PROPERTY AGENTS - PROFESSIONAL SERVICES
11.2(10)	The following matters will be included in the Risk Register	Scope management, Liability for Sub-agents and Third Parties, Breach of Confidentiality

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

11.2(11)	The Scope is in	Part 3: Scope of Work	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two weeks	
13.6	The <i>period for retention</i> is	N/A	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	N/A
3	Time		
31.2	The <i>starting date</i> is.	TBC	
11.2(3)	The <i>completion date</i> for the whole of the services is.	TBC	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	As per task order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	As stated in the Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	As stated in the Task Order	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	Submission at Tender Stage	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is	The 25th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		as per task order	as per task order invoice
51.1	The period within which payments are made is	Four weeks after invoice submission.	
51.2	The <i>currency of this contract</i> is the	South African Rand	

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,

and

the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove

6	Compensation events	Refer to clause 6 of PSC
7	Rights to material	Refer to clause 7 of PSC.
8	Indemnity, insurance and liability	Refer to clause 8 of PSC and Z12
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
9	Termination	Refer to clause 9 of PSC
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Two (2) week after receipt of the signed Task Order Request.
50.4	The <i>exchange rates</i> are those published in	n/a
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	85%. To be escalated based on supplier index 15% Fixed 100% Total
X2	Changes in the law	
X2.1	The law of the project is	The law of the Republic of South Africa
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	1% per day to a maximum of 10% on the value task order
X9	Transfer of rights	Refer to clause 9 of PSC
X10	The <i>Employer's Agent</i>	

X10.1	The <i>Employer's Agent</i> is	
	Name:	TBC
	Address	TBC
	The authority of the <i>Employer's Agent</i> is	To carry out all the Employer actions in this contact.
X11	Termination by the <i>Employer</i>	Refer to clause 11 of PSC
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z2.3 The *Consultant* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Provision of a Tax Invoice. Add to core clause 51

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 *Employer's limitation of liability*

Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 *Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":*

Z9.1 or had a business rescue order granted against it.

Z10 *Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)*

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 *Ethics*

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a

Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Commercial and business to determine [Delete this note after inserting]

81.3 The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Consultant*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

[Instructions to the tendering consultant: (delete these notes in the final draft of a contract)]

1. The tendering consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience:	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or www.ecs.co.za

Only if required	2 Name: Job Responsibilities: Qualifications: Experience:	CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is		
11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	access date
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT	
C	Target contract		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT	

G	Term contract	
11.2(25)	The <i>task schedule</i> is in	

PART 2: PRICING DATA

PSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	[•]
C2.2	The <i>activity schedule</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Option A is a lump sum form of contract where the work to be done is broken down into well defined activities each listed in the *activity schedule* and priced by the tendering consultant as a lump sum. (See clause 11.2(18)).

Only completed activities which are without Defects are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date. (See clause 11.2(15)).

The *activity schedule* may change after the Contract Date as a result of compensation events. (See clause 11.2(14)).

Function of the Activity Schedule

The Activity Schedule is only a pricing document. Clause 53.1 in Option A states: "Information in the Activity Schedule is not Scope". Specifications and descriptions of the service or any constraints on how it is to be done are included in the Scope and per Clause 21.1, "The *Consultant* Provides the Services in accordance with the Scope" and therefore not in accordance with the Activity Schedule.

Link to the programme

Clause 31.4 states that "The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering consultant will develop a high level programme first then resource each activity on the programme and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

Preparing the activity schedule

Generally it is the tendering consultant who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The description of each activity must be sufficient to determine exactly what work is included within it and to know when it has been completed.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Consultant* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Consultant*:

- Has taken account of the guidance given in the PSC3 Guidance Notes;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on each programme which he submits for acceptance by the *Employer*;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as correct Defects except correcting a Defect for which the *Consultant* is not liable;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant*

estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

However, the *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

C2.2 the *activity schedule*

Use this page as a cover page to the *Consultant's activity schedule* or include here in this format:

Item No.	Programme Reference	Activity description	Price (excl VAT)
1		Market research	
2		Property inspection and site visit (Disclosures and inspections)	
3		Property valuation report (Registered Professional Valuator, as and when required basis)	
4		Property valuation report (Property Agent)	
5		Due diligence	
6		Presentation to the client	
7		Lease negotiation and agreement finalisation (Including the preparation, collection, execution, and submission of all documents and information reasonably required to give effect to the agreement, etc)	
8		Sale negotiation and agreement finalisation (Including the preparation, collection, execution, and submission of all documents and information reasonably required to give effect to the agreement, etc)	
9		Provision for any ad hoc COC's (Defined cost-plus fee)	
10		Accommodation	
11		Travel (car)	
12		Travel flight (Defined cost-plus fee)	
Total of the Prices			

N.B Price for item 1- 6 & 8 to be offered per property, then item 8 per lease. Item 9 & 12 – the consultant to propose the fixed fee percentage to be paid with the defined cost (actual cost). Item 10 – the consultant to propose the offer per night/person. Item 11 - the consultant to propose a rate per kilometre which will be used for the payment on the actual kilometres travelled by the consultant

The above activity schedule to be read and filled in accordance with Clause 4 of page 01 of the pricing data (4. Preparing the activity schedule)

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Scope</i>	1
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	

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N/A		xxx
4	List of drawings xxx	
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Description of the *services*

Executive overview

NTCSA has a national footprint comprising of ±1200 employees currently occupying substation buildings, Distribution owned buildings and several leased buildings across all 9 provinces. Each region houses several employees that must be accommodated in the area offices as defined by the existing geographical areas the employees' service.

Additionally, there is a growing demand for offices, stores and workshop areas in several remote and suburban areas. The areas stretch from Cradock in the Eastern Cape, to Ermelo in Mpumalanga. The property agents are sought to facilitate the sourcing of leased and purchasing of NTCSA owned facilities. With the increased headcount in many areas, several buildings sourced will be newly established offices in the respective areas as employees have outgrown previously occupied spaces.

Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
NTCSA	National Transmission Company of South Africa SOC LTD
SOW	Scope of works

Specification and description of the services

NTCSA is seeking requests for proposals from the market for the supply of professional services (property agents) to source properties in multiple regions i.e. Western Cape, Eastern Cape, Northern Cape, Northwest, Limpopo, Mpumalanga, Free State and Gauteng, through lease agreement or purchase agreements, and to oversee construction activities (i.e. tenant installation).

Note that the task order will confirm the service and duration required as the services to be provided on an as and when required basis.

The property agents will be required to:

Property Agents for Leased Properties

- Obtain specifications from NTCSA for the size, type, location of the properties/facilities required.
- Identify, compile suitable properties for presentation to NTCSA (sourcing and vetting: searching for listings that match Employer's criteria, coordinating property viewings, and advising on the fairness of the requested rental price compared to the local market).
- Provision of a property valuation from an independent property valuer (as and when required).
- Liaise with property owners on behalf of NTCSA for either a lease or purchase as per the given scope.
- Application processing- draft, organize, and submit rental application on Employer's behalf.
- Arrange site meetings with NTCSA for shortlisted properties for consideration.
- Lease negotiations and execution- negotiating lease terms (duration, rent rates, security deposits) and ensuring the lease complies with applicable laws and regulations.
- Facilitate the finalisation of the lease agreement and vendor registration (applicable for leasing)
- Communication liaison - acting as a mediator between Employer and the landlord for future maintenance requests, contract renewals, or lease.
- The requests will be as and when required.

The premises sought must adhere to the following:

- The premises/building for the NTCSA offices need to be close to necessary amenities; easily accessible by means of public transport; connected to main roads.
- Ease of access to highways
- It should be feasible to create both open plan and enclosed workstations, boardrooms, conferencing facilities.
- Availability of storage space or possibility to create.
- The premises must have adequate parking availability including basement, covered and open plan parking.
- Property should have adequate ablution facilities (females and males; compliant in terms of OHSA and NBR including provision for people with disabilities).
- Premises should comply to relevant applicable legislation (OHSA), and National Building Regulations.
- The building should be free from hazardous materials, specifically asbestos, to ensure a safe and healthy working environment for NTCSA employees.

Property Agent – Property Purchasing

2.1.1 Sourcing and Evaluating Properties

Market Search:

- Sourcing suitable properties via the Multiple Listing Service (MLS), private databases, and off-market networks.

Market Analysis:

- Provision of a property valuation from an independent property valuer (as and when required) to accurately reflect market value.

Due Diligence:

- Investigating zoning laws, municipal restrictions, third party rights and neighbourhood data that may impact the property's use or future resale value.

2.1.2 Negotiation and Contracting

Offer Preparation:

- Drafting a legally binding Offer to purchase (or Agreement of Sale) with clauses that specifically protect the Employer's interests.
- Facilitate the finalisation of the purchase agreement, sourcing all statutory documentation including COCs and occupancy certificates.

Price Negotiation:

- Strategically negotiating counter-offers, terms, and closing dates to secure the best deal for the Employer.

2.1.3 Disclosures and Inspections

Material Disclosures:

- Sharing all material facts and known defects about the property so the Employer can make an informed decision.
- Identify and declare all asbestos containing materials affecting the property.
- Coordinating property inspections (e.g., structural, pest, roof) and negotiating repairs or price drops based on the findings.

2.1.4 Administrative Assistance

Conveyancing Liaison:

- Working directly with conveyancers and attorneys to expedite the transfer process and ensure all necessary legal documents and compliance certificates (e.g., electrical, plumbing, gas) are obtained.

2.1.5 Ethical and Fiduciary Duties

Duty of care:

- Putting the Employer's financial and personal interests above all others, including the seller's.

2.1.6 Confidentiality:

- Safeguarding the Employer's personal and financial information.

2.1.7 Honesty:

- Acting in good faith and avoiding misrepresentation.

Constraints on how the *Consultant* Provides the Services.

Management meetings

Contract related meetings shall be convened and chaired by the Employer as and when required and standard meetings will be conducted as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Adhoc basis	MWP offices, Ms Teams or other venue as advised by the Employer	<i>Employer, Consultant, and all relevant Stakeholders (both NTCSA's and</i>

			<i>Consultant's)</i>
--	--	--	----------------------

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Consultant's key persons

An organogram from the Consultant showing key persons and their lines of authority / communication shall be submitted to the Employer within 2 (two) weeks of the Contract Date. The Consultant shall be required to notify the Employer of the contact details, leave and alternative where applicable in respect of each key person. Any changes in this regard shall be notified in writing in advance or within 1 (one) week of occurring and measures taken to avoid negative impacts on the Consultant's ability to deliver the services.

Documentation control and retention

Identification and communication

Standard forms to be used by the Consultant in the administration of the contract, for example early warning and compensation event notifications to be addressed to the Employer.

All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the Employer shall be addressed to the Employer.

Correspondence on a day-to-day basis shall be directed to the Employer and care must be taken not to violate contract conditions and other provisions in terms of the contract.

Retention of documents

NTCSA will retain all copies of specifications, reports, and other documents recording the services in the format specified in the Task Order. The Consultant shall also maintain all such documents for the duration of the contract and submit them to the Employer's Agent upon request and upon completion or termination of the contract.

Records and forecasting of expenses

Estimated forecasts of itemised expenses shall be submitted by the Consultant at each assessment period for the acceptance of the Employer before expenses are incurred. Clear records of expenses shall be maintained by the Consultant and submitted on request to the Employer for verification.

Only invoices from service providers showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the Employer.

Records and forecasting of the Time Charge

The Consultant shall submit forecasts of time charges for each assessment period and maintain records thereof.

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the Consultant and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The records of hours shall indicate the Requesting Manager to whom services were delivered. The Requesting Manager

shall review all time sheets during assessment, and the Consultant shall obtain signed timesheets and assessment documentation from the Requesting Manager and submit the assessment package to the Employer's Contract Management function for processing as and when required.

The Consultant shall maintain records of all documentation and make available to the Employer any or all such documentation on request.

Invoicing and payment

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Consultant* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Consultant* shall address the tax invoice to NTCSA SOC Ltd and include on each invoice the following information:

Name and address of the *Consultant* and the *Project Manager*;
The contract number and title;
Consultant's VAT registration number;
The *Employer's* VAT registration number 4710303126;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required).

The Consultant must submit an FRI within 2 weeks of contract award.

Details on how to submit invoices and additional information:

- Ensure that the NTCSA order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- Ensure Consultant's banking details appear on the invoice.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- Send all invoices in PDF to Accounts Payable Department: Invoiceseskomlocal@NTCSA.co.za and a copy to the Project Manager
- If there is Cost Price Adjustment (CPA) on your invoice, we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Your company can request a parked invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by NTCSA through the park invoice report.
- Your company can request a parked invoice report from the NTCSA Real Estate Team which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

Once the invoice has been sent, all communication regarding the payments should be addressed with the Employer's Agent.

No communication regarding payment should be sent by the Consultant directly to Accounts Payable.

The Consultant attaches the detailed assessment of the amount due to each tax invoice showing the Price for service done to date for each item in the Price List for work which he has completed.

A tax invoice shall be submitted on completion of the service in the format required. A breakdown of all service provided during the previous period shall be attached.

Contract change management

Changes to the contract shall be notified and managed in accordance with the NEC3 – PSC3 and Eskom/NTCSA's internal governance approval processes. Modifications to the services may only proceed once approval has been obtained from NTCSA and upon instruction from the NTCSA Representative (Employer's Agent)

Inclusions in the programme

As per the task order requirement.

Quality management

System requirements

Eskom NTCSA has ISO 9001 Quality Management Systems certification. The Consultant shall have a quality management system that is adequate to support ISO 9001 requirements.

Information in the quality plan

Clause 40.2 requires that the Consultant provide a quality policy statement and quality plan which complies with requirements stated in the Scope. The quality policy statement and quality plan to be provided at tender stage which will then form part of the contract documents. Refer to Addendum C for Quality requirements.

The Parties use of material provided by the Consultant

Employer's purpose for the material

All rights to material belong to the Employer for purposes stated in the Scope.

Restrictions on the Consultant's use of the material for other work

As per the Task Order.

Transfer of rights if Option X 9 applies

The Employer owns the Consultant's rights over material prepared for this contract by the Consultants. The Consultant provides to the Employer the documents which transfer these rights to the Employer.

Management of work done by Task Order

Refer to Addendum for the format of a Task Order which shall be used by the Employer as the means of instructing the Consultant to deliver services. No work shall be carried out without a signed Task Order issued by the Employer's Agent.

The Task Order shall specify the scope of services, deliverables, starting and completion dates and the cost allocation. The Consultant shall deliver services within the constraints stipulated on the Task Order and engage the Employer as soon as the Consultant becomes aware of any risk in this regard. Any service executed outside the parameters stipulated on the Task Order, including cost, shall be for the Consultant's

account notwithstanding delivery and acceptance of services that may be made by the Employer or people in the Employer's organisation.

Health and safety

The Consultant shall at all times comply with the health and safety requirements prescribed by law and the Employer as they apply to the services. Failure to comply shall result in the Employer suspending the execution of services and removing the Consultant from site until compliance is achieved. The Employer may cancel a Task Order and/or terminate the contract depending on the situation and risks to people, plant and equipment, reputation and the Employer's business of electricity supply.

7.1 Life Saving Rules

In the interest of promoting a safe and healthy working environment, the Eskom Executive Committee has approved the implementation of life saving rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.

The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour pro-actively.

These rules are determined beforehand to enable the organisation to clearly communicate the established Life Saving Rules and how to deal with non-compliance to the workforce prior to the implementation of such rules.

Failure by any person or Consultant/Consultant engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences (including being refused access to site). These actions include termination of service of an individual and even blacklisting of Consultant(s) not taking the rules seriously. It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

Eskom Life Saving Rules are:

- Rule 1: Open, Isolate, Test, Earth, Bond and/or Insulate before touch (above 1 000 V)
- Rule 2: Hook up at heights
- Rule 3: Buckle up
- Rule 4: Be sober
- Rule 5: Ensure that you have a permit to work

Procurement

BBBEE and preferencing scheme

Other constraints

Not applicable.

Preferred subconsultants

Not Applicable.

Subcontract documentation, and assessment of subcontract tenders

Not Applicable.

Limitations on subcontracting

Not Applicable.

Attendance on Subconsultants

Not Applicable.

Correction of Defects

If any defect of whatsoever nature is identified in the documentation, the Consultant shall rectify such defect within two weeks of notification, and in no circumstances later than two weeks.
The Consultant will address any defects or instances of non-compliance with the established lease/purchase agreements identified within the first three months of commencement date.

Working on the *Employer's* property

***Employer's* entry and security control, permits, and site regulations**

The Employer's sites are classified as National Key Points and access is controlled and regulated by law. NTCSA have very strict entrance requirements and allowances for security checks and processes of about thirty minutes need to be made by Consultants requiring access at the sites. The taking of photographs is prohibited at all sites and special permission shall be required if necessary for the provision of Services. Persons under the influence of intoxicating substances and alcohol are strictly not permitted to enter the Employer's premises. All persons entering or leaving the Employer's premises may be subjected to physical security checks including alcohol tests.

In addition to the above there may be other restrictions applicable on sites and Consultants shall be required to comply at all times. Temporary Access Permits may be arranged for a limited number of the Consultant's Key Persons who require frequent access to the Employer's premises for purposes of delivering the Services which may include the attendance of regular meetings.

General requirements

- The *Consultant* shall immediately report all injuries as well as any threat to the health or safety of which it becomes aware of on the site of the *Employer*.
- The *Consultant* shall conduct tasks as described in the scope of work and will only report to the *Employers* contract manager appointed for this project.
- The Contactor shall comply to NTCSA/Eskom relevant policies and procedures.

People restrictions, hours of work, conduct and records

Consultant Not applicable.

Cooperating with and obtaining acceptance of Others

As per clause 25.1 of this contract (Core Clauses)

Things provided by the *Employer*

Not Applicable

Cataloguing requirements by the *Consultant*

Not Applicable

List of drawings

Drawings issued by the *Employer*

Not Applicable.

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. [•] service [•]

To: [•].....
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: Date

(for Employer)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: Date

(for Consultant)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for Employer)