EXHIBIT DD 27

THALENTE CYRIL MYENI

JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE

2nd floor, Hillside House
17 Empire Road,
Parktown
Johannesburg
2193
Tel: (010) 214 to 0651
Email: inquiries@sastatecapture.org.za
Website: www.sastatecapture.org.za

INDEX: EXHIBIT DD 27

AFFIDAVIT

I the undersigned;

THALENTE CYRIL MYENI

do hereby state under oath as follows:

1. I am an adult male, with identity number:**8606135306088.**

2. The facts contained herein are within my personal knowledge, unless the context indicates otherwise, and are to the best of my knowledge and belief both true and correct.

3. To the best of my recollection, the payment received by Premier Attraction 1016, on 19 June 2015, from VNA consulting was in respect to services rendered to VNA consulting, for a project carried out for a privately owned housing development in Mpumalanga province.

4. VNA consulting was the main independent contractor and/or consultant for the said project.

5. Premier Attraction 1016 was sub-contracted by VNA, as consultants, to carry out some of VNA's services or scope of work in respect to the above-mentioned project.

6. I do not have any form of documentation in my possession or under my control, due to the fact that a significant period of time has passed since carrying out the above-mentioned project.

7. Furthermore, I do not have any email communication relating to these payments as I did not keep any records in respect thereof.

8. In respect to Isibonelo construction, the transactions made by Premier Attraction 1016 were business transactions, carried out in the normal course of Premier Attraction's business activities. However, I do not have any recollection of the nature of the said business transactions due to the fact that a significant period of time has passed since doing business with the said company.

9. I do not have any form of documentation relating to the business transactions made with the said company due to the significant period of time that has passed.

10. I have attached relevant bank statements in respect to the period of May 2015 to 2016 herein marked as annexure "A1"

THALENTE CYRIL MYENI

I certify that the Deponent has knowledge that he knows and understands the contents on the affidavit, which was signed and sworn to before me at **JOHANNESBURG** on this **5th** day of **February 2020**, the Regulations contained in Government Gazette Notice No. R 1258 dated 21 July 1972 (as amended) and Government Notice No. R 1648 dated 19 August 1977 (as amended) having been complied with.

COMMISSIONER OF OATHS

Eric John Moss CA(SA)
Commissioner of Oaths (RSA)
2nd Floor, 4 Fricker Road, Illovo, 2196
Johannesburg

COMMISSIONER OF OATHS

DD27-TCM-004 "A1"

Standard Bank

KILLARNEY
PO BOX 62325 MARSHALLTOWN 2107

KILLARNEY
KILLARNEY MALL
60 RIVIERA RD
HOUGHTON
2198
BizDirect: 0860109075

KILLARNEY
PO BOX 62325
MARSHALLTOWN
GAUTENG
2107

STANDARD BANK
KILLARNEY
05 FEB 2020
FRONTLINE SUPPORT OFFICER
00-72-05

23 June 2015
067561522

THE SOLE MEMBER
PREMIER ATTRACTION 1016 T/A CO
8 EPPING RD
FOREST TOWN
2193

KILLARNEY 7205
MONTHLY MAIL

Statement No 64
VAT Reg. No.
Page 1 of 5

Statement Frequency MONTHLY
Statement from 25 May 2015 to 23 June 2015

BUSINESS CURRENT ACCOUNT **Account Number 24 131 798 3**

Month-end Balance R8 175,70

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				05 25	58.510,28
IB PAYMENT TO B V MYENI 913479288	18,30	15.000,00-		05 25	43.510,28
INTEREST ON OVERDRAFT UP TO 05 24 241317983 @18,750%		2,82-		05 25	43,507,46
IB PAYMENT TO T C MYENI 913479268	18,30	35.000,00-		05 26	8.507,46
OVERDRAFT SERVICE FEE NO LIMIT ACC 241317983	##	57,00-		05 30	8.450,46
MONTHLY MANAGEMENT FEE ACC 241317983	##	50,00-		05 30	8.400,46
SERVICE FEE ACC 241317983	##	224,76-		05 30	8.175,70
CASH DEPOSIT TM BENMORE CARD 462			35.000,00	06 04	43.175,70
IB PAYMENT TO F M MOLOTSANE 913479268	8,35	500,00-		06 04	42.675,70
IB PAYMENT TO THE LANDAU TRUST 913479268	18,30	37.290,41-		06 04	5.385,29
IB PAYMENT TO STORESOMEMORE 913479268	9,51	659,00-		06 04	4.726,29
FEE: PAYMENT CONFIRM - EMAIL LEE DOYLE	##	1,00-		06 04	4.725,29
CASH DEPOSIT FEE - BRANCH ACC 241317983 DEP BCH 9205	##	480,00-		06 04	4.245,29
PRE-PAID PAYMENT TO VOD PREPAID 0820660720		149,00-		06 08	4.096,29
CHEQUE CARD PURCHASE 9040 SHELL SANDTON 4278193340784248	7,50	1.046,50-		06 17	3.049,79
CHEQUE CARD PURCHASE 9617 TABOO SANDTON 4278193340784248	7,50	1.600,00-		06 18	1.449,79
ELECTRONIC BANKING PAYMENT FR VNA CONSULVNAC/01/2015			2.000.000,00	06 19	2.001.449,79
CASH DEPOSIT T.M O.R TAMBO 078			4.000,00	06 19	2.005.449,79

These fees are inclusive of VAT

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

DD27-TCM-005

Standard Bank

KILLARNEY
PO BOX 62325 MARSHALLTOWN 2107

KILLARNEY
KILLARNEY MALL
60 RIVIERA RD
HOUGHTON
2198
BizDirect: 0860109075

KILLARNEY
PO BOX 62325
MARSHALLTOWN
GAUTENG
2107

23 November 2015
067561522

THE SOLE MEMBER
PREMIER ATTRACTION 1016 T/A CO
8 EPPING RD
FOREST TOWN
2193

STANDARD BANK
KILLARNEY
05 FEB 2020
FRONTLINE SUPPORT OFFICER
00-72-05

KILLARNEY 7205
MONTHLY MAIL

Statement No 69
VAT Reg. No.

Statement Frequency MONTHLY
Statement from 24 October 2015 to 23 November 2015

BUSINESS CURRENT ACCOUNT **Account Number 24 131 798 3**

Please note that our 2016 pricing will be effective from 1 January 2016.
For more information call Bizdirect on 0860109075, visit
www.standardbank.co.za/businesspricing or go to your nearest branch.
T&Cs apply.

Month-end Balance R7,942,509,88

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				10 24	9,744,608,29
IB PAYMENT TO T C MYENI 913479268	18,30	100,000,00-		10 24	9,644,608,29
CHEQUE CARD PURCHASE 9867 TABOO SANDTON 4278193340784248	7,50	6,000,00-		10 24	9,638,608,29
IB PAYMENT TO ISIBONELO CONSTR 913479268	18,30	1,000,000,00-		10 24	8,638,608,29
CHEQUE CARD PURCHASE 9866 RIVERSIDE MOTO4278193340784248	7,50	976,75-		10 24	8,637,631,54
CHEQUE CARD PURCHASE 9425 Uber BV 4278193340784248	4,29	20,50-		10 26	8,637,611,04
IB PAYMENT TO S HEATON 913479268	18,30	14,914,65-		10 26	8,622,696,39
CHEQUE CARD PURCHASE 9424 Uber BV 4278193340784248	4,84	102,85-		10 26	8,622,593,54
CHEQUE CARD PURCHASE 9423 Uber BV 4278193340784248	4,62	70,22-		10 26	8,622,523,32
CHEQUE CARD PURCHASE 9426 Uber BV 4278193340784248	4,38	26,97-		10 26	8,622,496,35
PRE-PAID PAYMENT TO MTN PREPAID 0781873917		500,00-		10 26	8,621,996,35
CHEQUE CARD PURCHASE 9421 Uber BV 4278193340784248	4,45	45,06-		10 26	8,621,951,30
CHEQUE CARD PURCHASE 9422 Uber BV 4278193340784248	4,47	47,16-		10 26	8,621,904,14
FEE - PRE-PAID TOP UP MTN PREPAID 0781873917 @4586	##	1,10-		10 26	8,621,903,04

These fees are inclusive of VAT

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

DD27-TCM-006

Standard Bank

KILLARNEY
PO BOX 62325 MARSHALLTOWN 2107

KILLARNEY
KILLARNEY MALL
60 RIVIERA RD
HOUGHTON
2198
BizDirect: 0860109075

KILLARNEY
PO BOX 62325
MARSHALLTOWN
GAUTENG
2107

23 December 2015
067561522

STANDARD BANK
KILLARNEY
05 FEB 2020
FRONTLINE
SUPPORT OFFICER
00-72-05

THE SOLE MEMBER
PREMIER ATTRACTION 1016 T/A CO
8 EPPING RD
FOREST TOWN
2193

KILLARNEY 7205
MONTHLY MAIL

Statement No 70
VAT Reg. No.

Statement Frequency MONTHLY
Statement from 24 November 2015 to 23 December 2015

BUSINESS CURRENT ACCOUNT **Account Number 24 131 798 3**

Details	Service Fee	Credits / Debits	Date	Balance
BALANCE BROUGHT FORWARD				4,474,935,86
PRE-PAID PAYMENT TO VOD PREPAID 0769882510		249,00-	12 05	4,474,686,86
CHEQUE CARD PURCHASE 9132 Uber BV 4278193340784248	5,08	138,29-	12 05	4,474,548,57
FEE - PRE-PAID TOP UP VOD PREPAID 0769882510 @4586	##	1,10-	12 05	4,474,547,47
CHEQUE CARD PURCHASE 9412 Uber BV 4278193340784248	4,36	30,15-	12 07	4,474,517,32
CHEQUE CARD PURCHASE 9411 Uber BV 4278193340784248	4,56	60,86-	12 07	4,474,456,46
CHEQUE CARD PURCHASE 9479 Uber BV 4278193340784248	4,31	23,60-	12 08	4,474,432,86
CHEQUE CARD PURCHASE 9477 Uber BV 4278193340784248	4,35	30,59-	12 08	4,474,402,27
CHEQUE CARD PURCHASE 9478 UBER BV 4278193340784248	4,28	20,00-	12 08	4,474,382,27
IB PAYMENT TO ROYAL PALM HOTEL 913479268	18,30	5,000,00-	12 09	4,469,382,27
CHEQUE CARD PURCHASE 9178 SHERATON PRETO4278193340784248	16,83	400,00-	12 09	4,468,982,27
CHEQUE CARD PURCHASE 9179 Uber BV 4278193340784248	4,58	63,51-	12 09	4,468,918,76
FEE: PAYMENT CONFIRM - EMAIL ISHARA	##	1,00-	12 09	4,468,917,76
IB PAYMENT TO WW TRAVEL 913479268	18,30	10,923,00-	12 10	4,457,994,76
FEE: PAYMENT CONFIRM - SMS NICOLA	##	1,00-	12 10	4,457,993,76
IB PAYMENT TO ISIBONELO CONSTR 913479268	18,30	1,150,000,00-	12 11	3,307,993,76
AUTOBANK CASH WITHDRAWAL AT HARBOURVIESO2 17H41 340784248	60,00	5,000,00-	12 12	3,302,993,76
CHEQUE CARD PURCHASE 9780 Uber BV 4278193340784248	6,12	293,74-	12 14	3,302,700,02
CHEQUE CARD PURCHASE 9784 M'WOODFORD EXC4278193340784248	7,50	4,469,85-	12 15	3,298,236,17

These fees are inclusive of VAT

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

DD27-TCM-007

Standard Bank

KILLARNEY
PO BOX 62325 MARSHALLTOWN 2107

KILLARNEY
KILLARNEY MALL
60 RIVIERA RD
HOUGHTON
2198
BizDirect: 0860109075

KILLARNEY
PO BOX 62325
MARSHALLTOWN
GAUTENG
2107

23 February 2016
067561622

THE SOLE MEMBER
PREMIER ATTRACTION 1016 T/A CO
8 EPPING RD
FOREST TOWN
2193

STANDARD BANK
KILLARNEY
05 FEB 2020
FRONTLINE
SUPPORT OFFICER
00-72-05

KILLARNEY 7205
MONTHLY MAIL

Statement No 72
VAT Reg. No.
Page 2 of 8

Statement Frequency MONTHLY
Statement from 25 January 2016 to 23 February 2016

BUSINESS CURRENT ACCOUNT **Account Number 24 131 798 3**

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2,284,045,23
CHEQUE CARD PURCHASE 9472	5,50	32,20-		01 29	2,284,013,03
Uber BV 4278193340784248					
IB PAYMENT TO	18,30	19,000,00-		01 29	2,265,013,03
CMM AFRICA 913479268					
CHEQUE CARD PURCHASE 9471	5,50	998,15-		01 29	2,264,014,88
TOTAL RIVERCLU4278193340784248					
CHEQUE CARD PURCHASE 9473	5,50	25,63-		01 29	2,263,989,25
Uber BV 4278193340784248					
FEE: PAYMENT CONFIRM - SMS	##	1,05-		01 29	2,263,988,20
PRINCE					
CHEQUE CARD PURCHASE 9224	5,50	400,00-		01 30	2,263,588,20
C*FAIRLAWNS GA4278193340784248					
CHEQUE CARD PURCHASE 9225	5,50	86,51-		01 30	2,263,501,69
Uber BV 4278193340784248					
PRE-PAID PAYMENT TO		500,00-		01 30	2,263,001,69
MTN PREPAID 0781873917					
FEE - PRE-PAID TOP UP	##	1,10-		01 30	2,263,000,59
MTN PREPAID 0781873917 @4586					
MONTHLY MANAGEMENT FEE	##	60,00-		01 30	2,262,940,59
ACC 241317983					
SERVICE FEE	##	456,80-		01 30	2,262,483,79
ACC 241317983					
IB PAYMENT TO	18,30	18,600,00-		02 01	2,243,683,79
ZEMA 913479268					
FEE: PAYMENT CONFIRM - EMAIL	##	1,05-		02 01	2,243,682,74
NOREEN					
IB PAYMENT TO	18,30	40,295,27-		02 02	2,203,387,47
THE LANDAU TRUST 913479268					
IB PAYMENT TO	18,30	1,000,000,00-		02 02	1,203,387,47
ISIBONELO CONSTR 913479268					
IB PAYMENT TO	9,51	659,00-		02 02	1,202,728,47
STORESOMEMORE 913479268					
IB PAYMENT TO	10,18	750,00-		02 02	1,201,978,47
F M MOLOTSANE 913479268					
IB PAYMENT TO	18,30	59,144,80-		02 02	1,142,833,67
SARS PAYE-PAY-AS 913479268					

These fees are inclusive of VAT

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

V CHETTY INC.

ATTORNEYS, NOTARIES & CONVEYANCERS

SUITE 3, 6 RYDALL VALE OFFICE PARK
DOUGLAS SAUNDERS DRIVE
LA LUCIA RIDGE
P.O.BOX 465
LA LUCIA
4159

TEL: 031-5661900/23/33
FAX: 031-5664599
Registration No: 2007/005418/21
VAT REG. NO: 4960-257-410
EMAIL.rev@vchetty.co.za
DOCEX 12, UMHLANGA

OUR REF: MR CHETTY/MC/N13878
YOUR REF:

30 JANUARY 2020

SPHIWE MADLALA
COMMISSION OF ENQUIRY INTO STATE CAPTURE
17 Empire Road
Parktown
Hillside House, 2nd & 3rd Floor
Johannesburg

PER EMAIL: SphiweM@commissionsc.org.za

Dear Sir

RE: SUMMONS IN TERMS OF SECTION 3 (2) OF THE COMMISSIONS ACT 8 OF 1947

We act on behalf of Nexor 312 (Pty) Ltd t/a VNA Consulting (VNA) and its Chief Executive Officer, Mr Vikash Bharathlal Narsai.

The aforesaid summons has been referred to us and we have been instructed to respond thereto as follows:

1. We enclose herewith evenly copies of all documentation referred to in Annexure "A" of the aforesaid Summons, marked Sub-folder 1 to Sub-folder 4. We advise that payment of the R2m was made on the 19th of June 2015 rather than the 15th of June 2015 as is stated in the said summons.

2. In order to give context to the aforementioned documents, we are instructed to advise the following:

a) VNA Consulting was approached by Premier Attraction 1016 (Pty) Ltd ("Premier") during the course of early 2015 wherein it, advised:

i) That it was the Development Manager and representative of Octics Holdngs (Pty) Ltd ("Octics") in respect of a privately owned project described as Emzinoni Ext 11, Bethal, Mphumulanga;

ii) That in its aforementioned capacity, Premier had already attended to the initial phases of the project including the establishment of the township. The work that it had done and disbursements incurred was R2m.

iii) That the project had reached a stage where it required VNA to take over the management of the project and to provide professional services including that of architecture, quantity surveying, engineering and project management;

iv) That the client Octics, was prepared, to appoint VNA Consulting to provide the aforementioned services (see iii above) with Premier to continue to act as the client's representative.

v) That it was expected of VNA to provide the aforesaid services and that VNA would start receiving payment for the said services once funding for the Development had been secured as is the norm in projects of this nature.

b) VNA accepted the aforementioned appointment on an understanding that it VNA, would pay to Premier the aforementioned R2m for all the reports, documentation and work completed that had been furnished to Premier by the various consultants that it had appointed.

c) VNA Consulting then commenced work on the project during or about March 2015.

d) In accordance with the aforementioned agreement, Premier thereafter forwarded to VNA copies of various reports and supporting documents, copies and correspondences whereof, are annexed hereto under sub-folder "**1**"

e) Premier further furnished to VNA Consulting an invoice on the 18th of June 2015 for the aforesaid consulting services and disbursements that it had rendered and a copy of the said invoice is annexed hereto marked "**SUB-FOLDER 2**".

f) VNA consulting thereafter made payment to Premier in accordance with the aforementioned agreement. Proof of payment is annexed hereto marked "**SUB-FOLDER 3**".

g) The parties concluded a written Client / Consultant Professional Services Agreement, which agreement was signed by the respective parties on the 24th of July 2015 and a copy of the said agreement is annexed hereto marked "**SUB-FOLDER 4**".

h) VNA Consulting continued to furnish the professional services as contemplated in the Agreement until the middle of 2016 when Octics informed VNA, that there had been a delay in the securing of the necessary funding for the continuation of the project and that VNA had to place the provision of further services on hold until such time the said funding had been secured.

i) Since then, Octics has informed VNA, that it still intends proceeding with the project and to this extent, is still in the process of securing funding. Once this has been sourced, the project will continue as originally envisaged.

We trust that the above and enclosed documents adequately deals with the issues raised in the Summons and record, that our client is willing to assist the Commission in answering any further queries that it may have concerning same.

Yours faithfully

V CHETTY

V CHETTY INC.

DIRECTOR: VISVANATHAN CHETTY (B. PROC-NATAL)
EXECUTIVE CONSULTANT: WALTER GEORGE ROBINSON (BCOM LLB-NATAL)
ASSOCIATE: NICOLE REDDY (LLB-NATAL)
CONVEYANCER: YOGESHREE MANIKAM (LLB-UKZN)

[redacted]

From: moeketsi mokotong [mailto:moeketsi@mokotong.co.za]
Sent: 10 June 2015 07:43 AM
To: vikash@vnac.co.za
Subject: info

Yours sincerely
Moeketsi Mokotong

MAIN FIGURE DATA

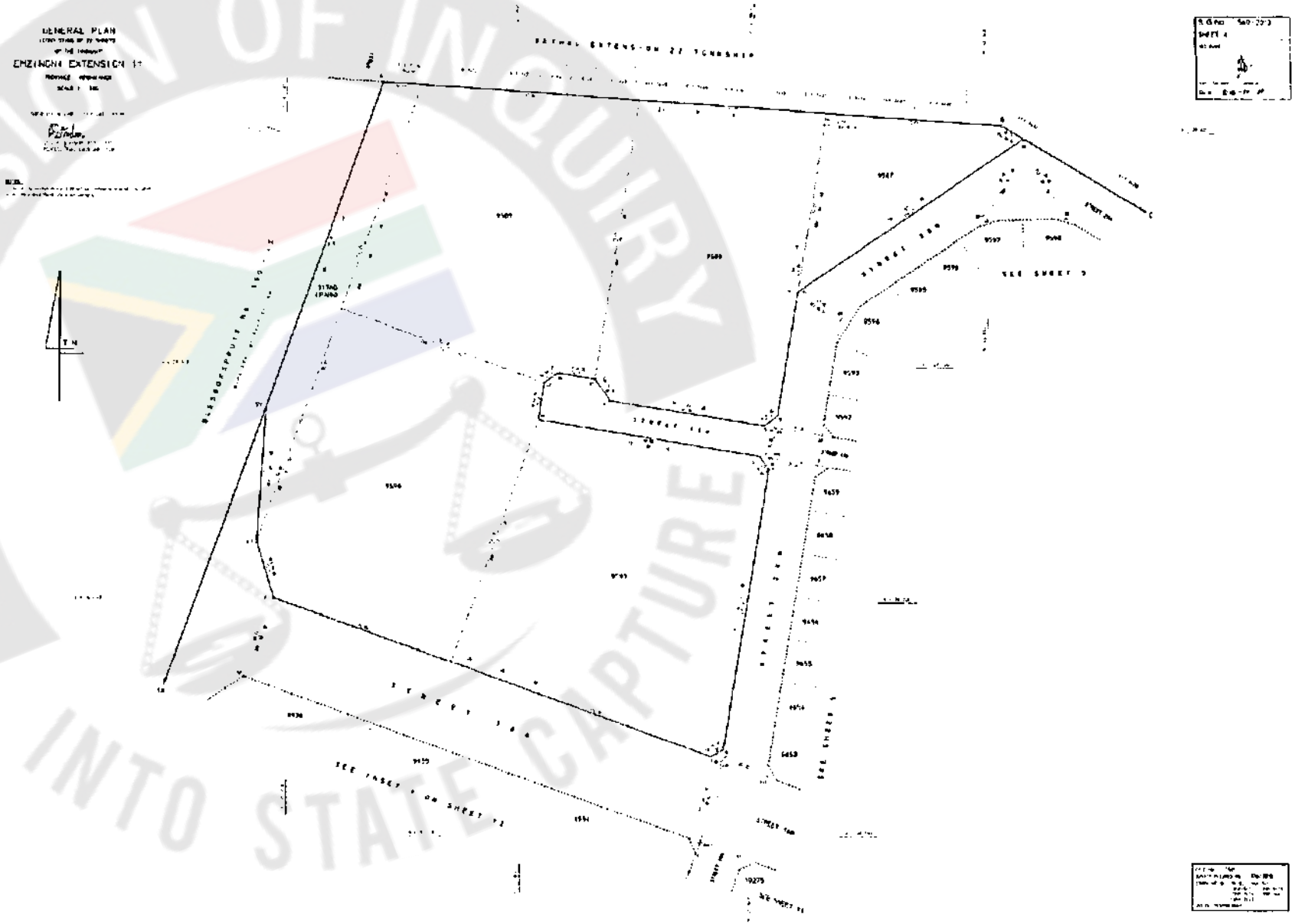
BLOCK CORNERS

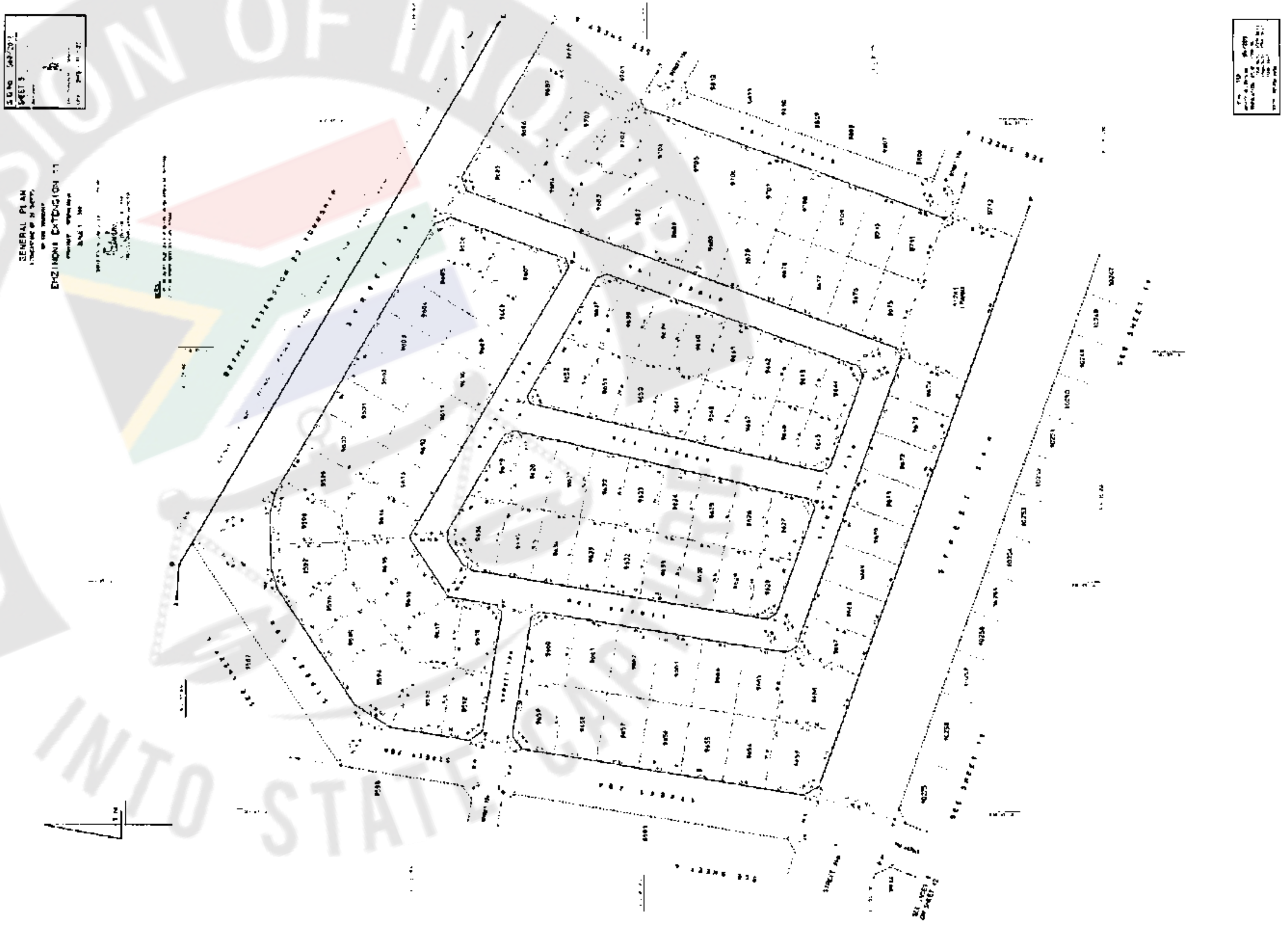
GENERAL PLAN

EMZINONI EXTENSION 11

BLESBOKSPRUIT No 150 - 15

SHEET INDEX SCALE 1 : 6000

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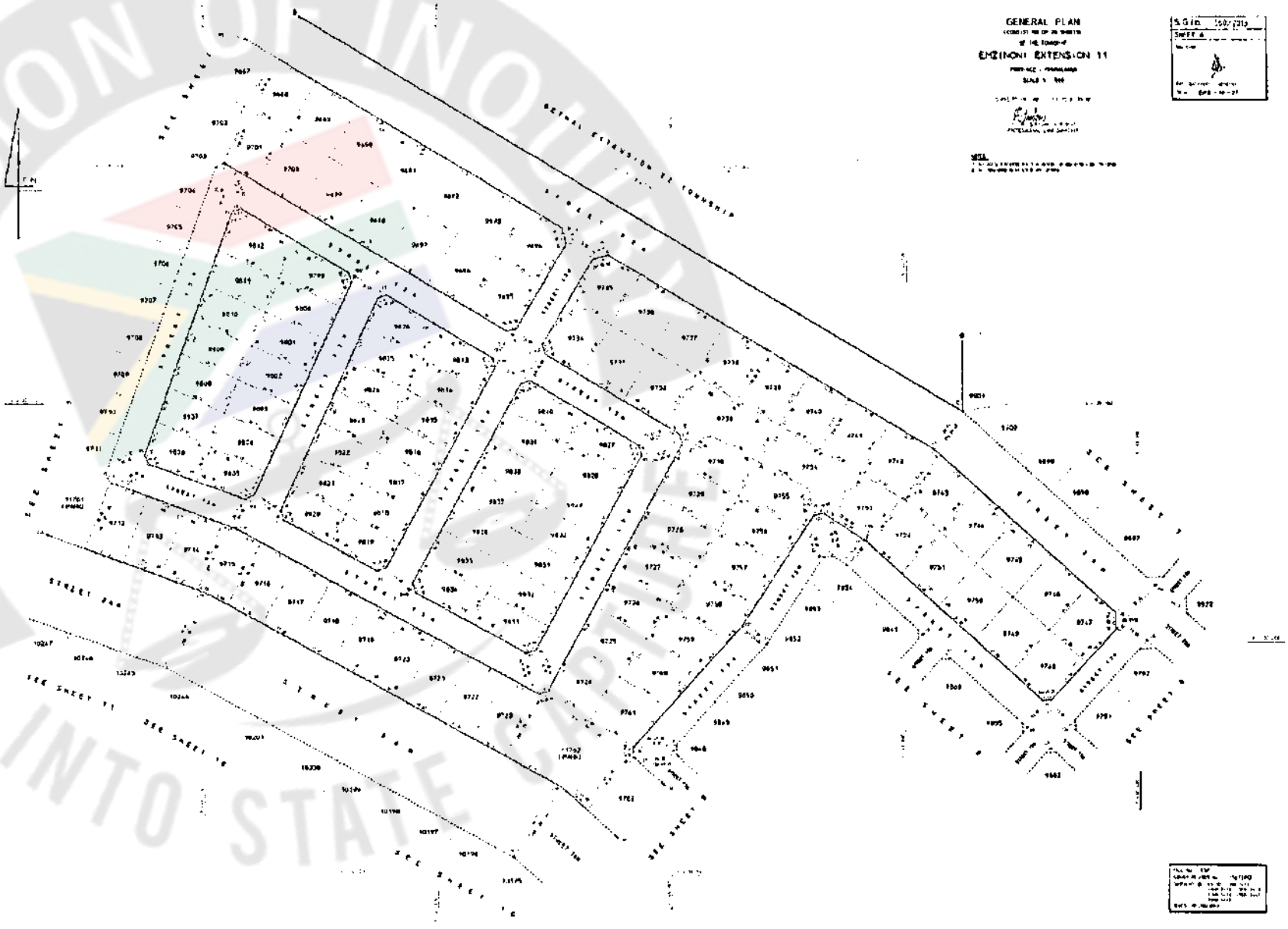
SHEET 5
GENERAL PLAN
EMZINONI EXTENSION 11

DD27-TCM-018



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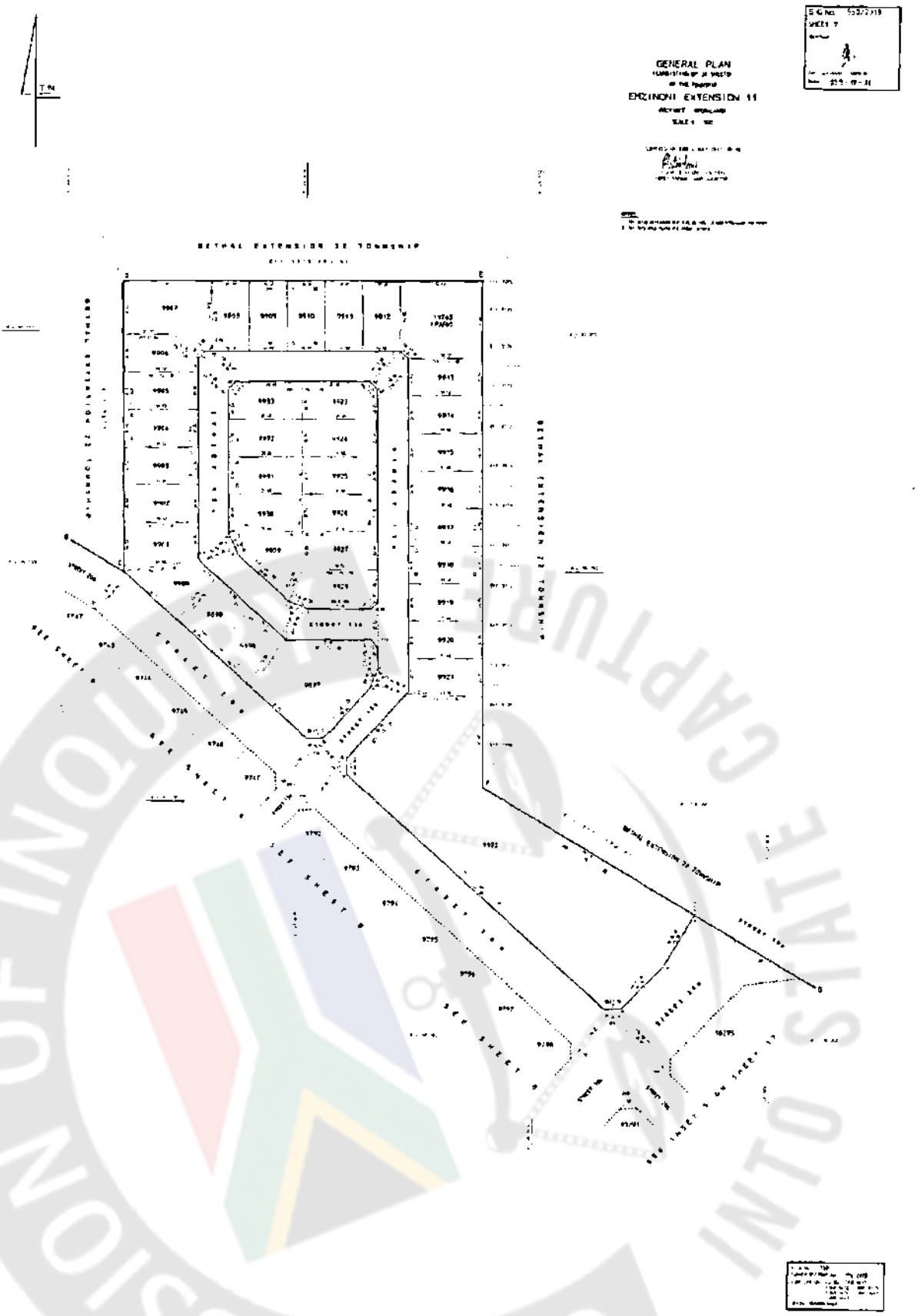
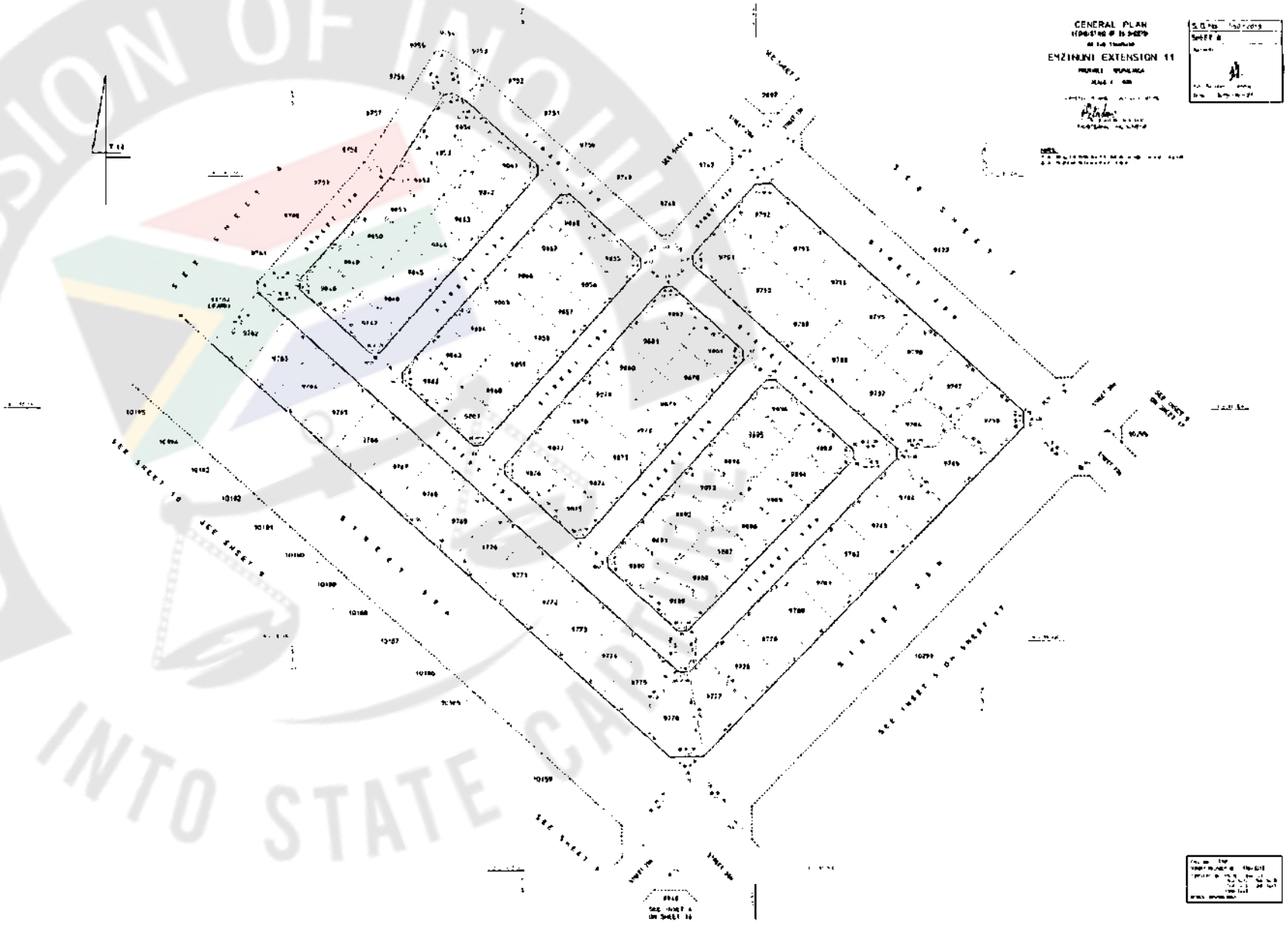
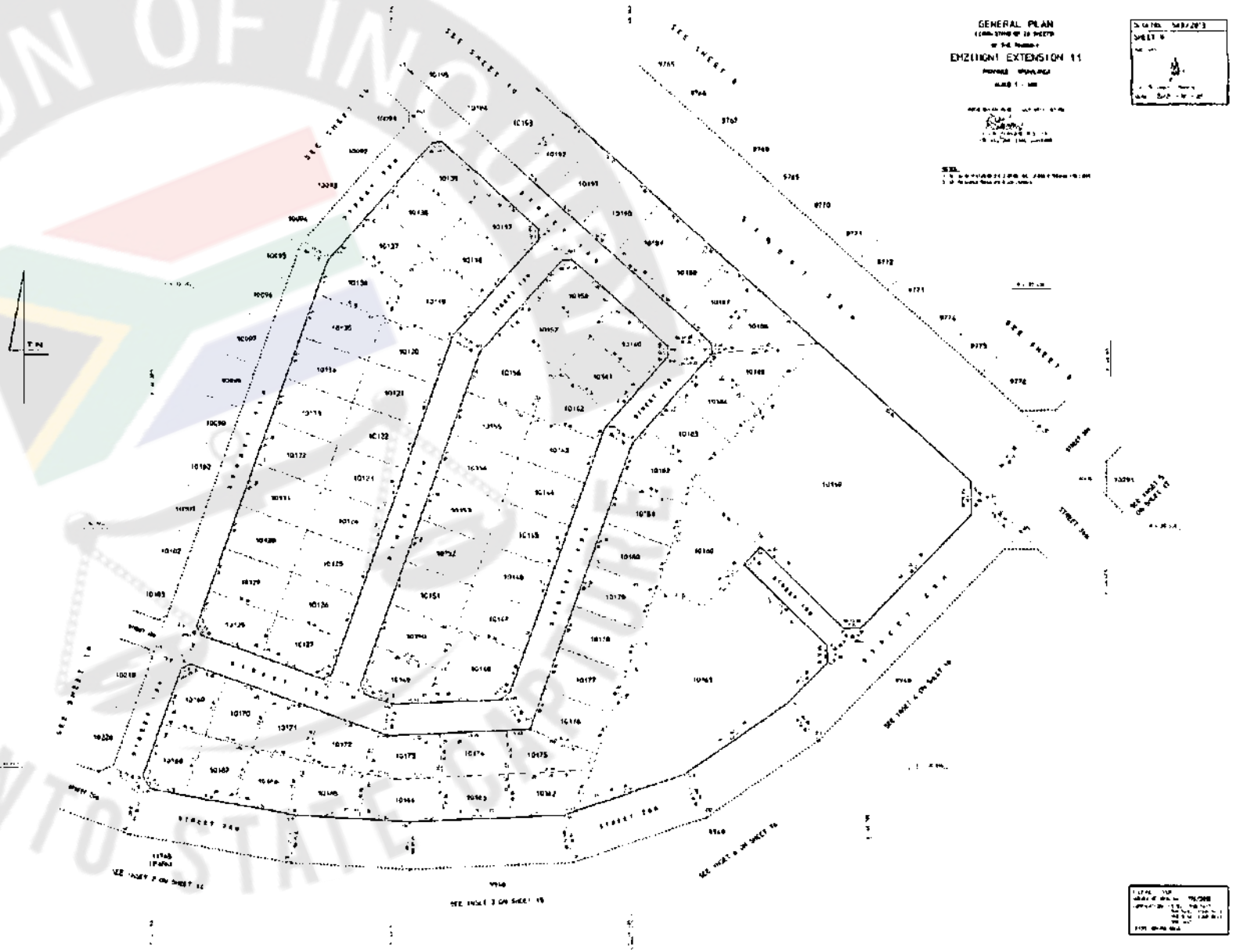



GENERAL PLAN
EMZINUNI EXTENSION 11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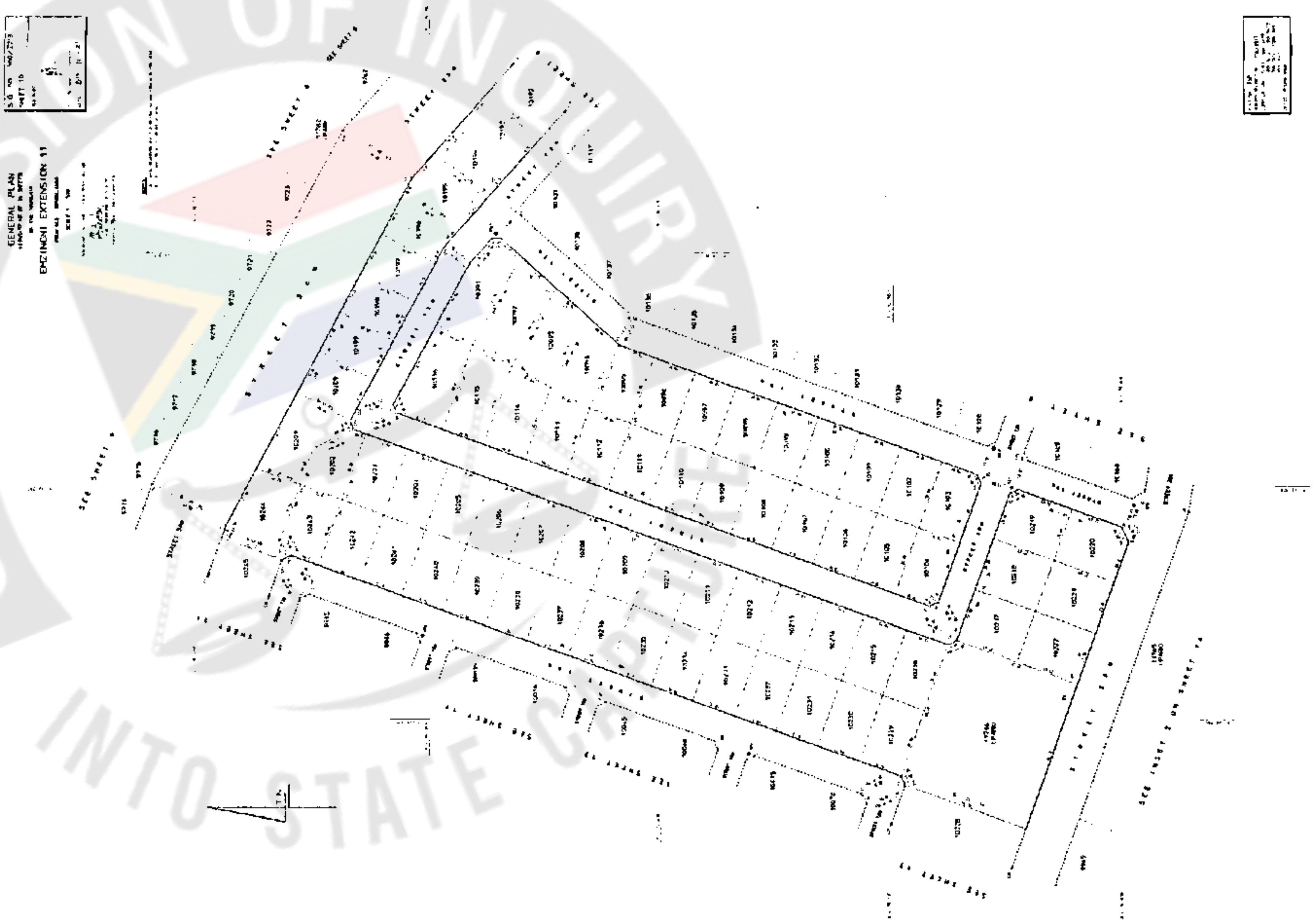
EMZIMONI EXTENSION 11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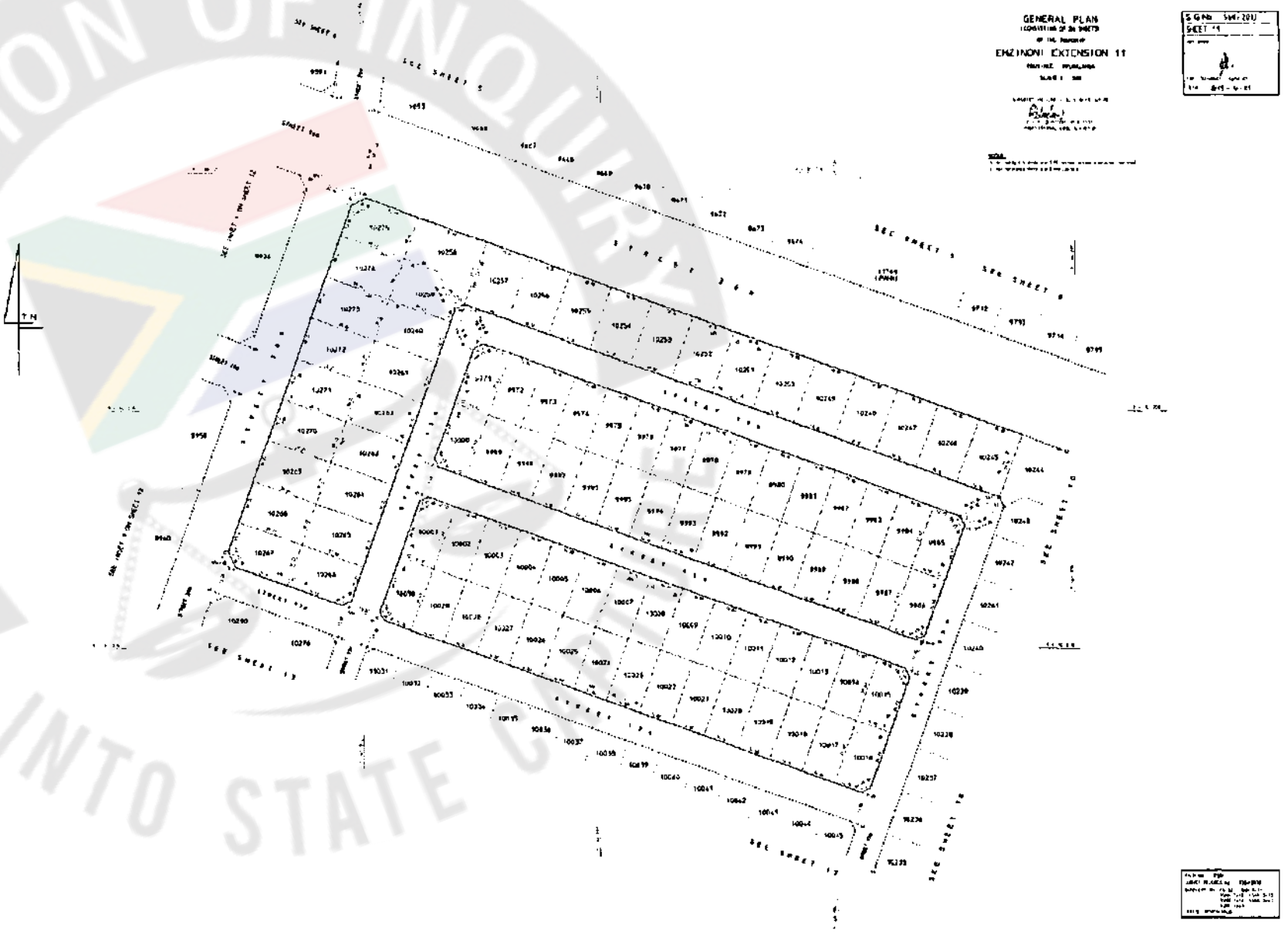
EMZINONI EXTENSION 11
SHEET 1b


GENERAL PLAN
ENZINONI EXTENSION 11
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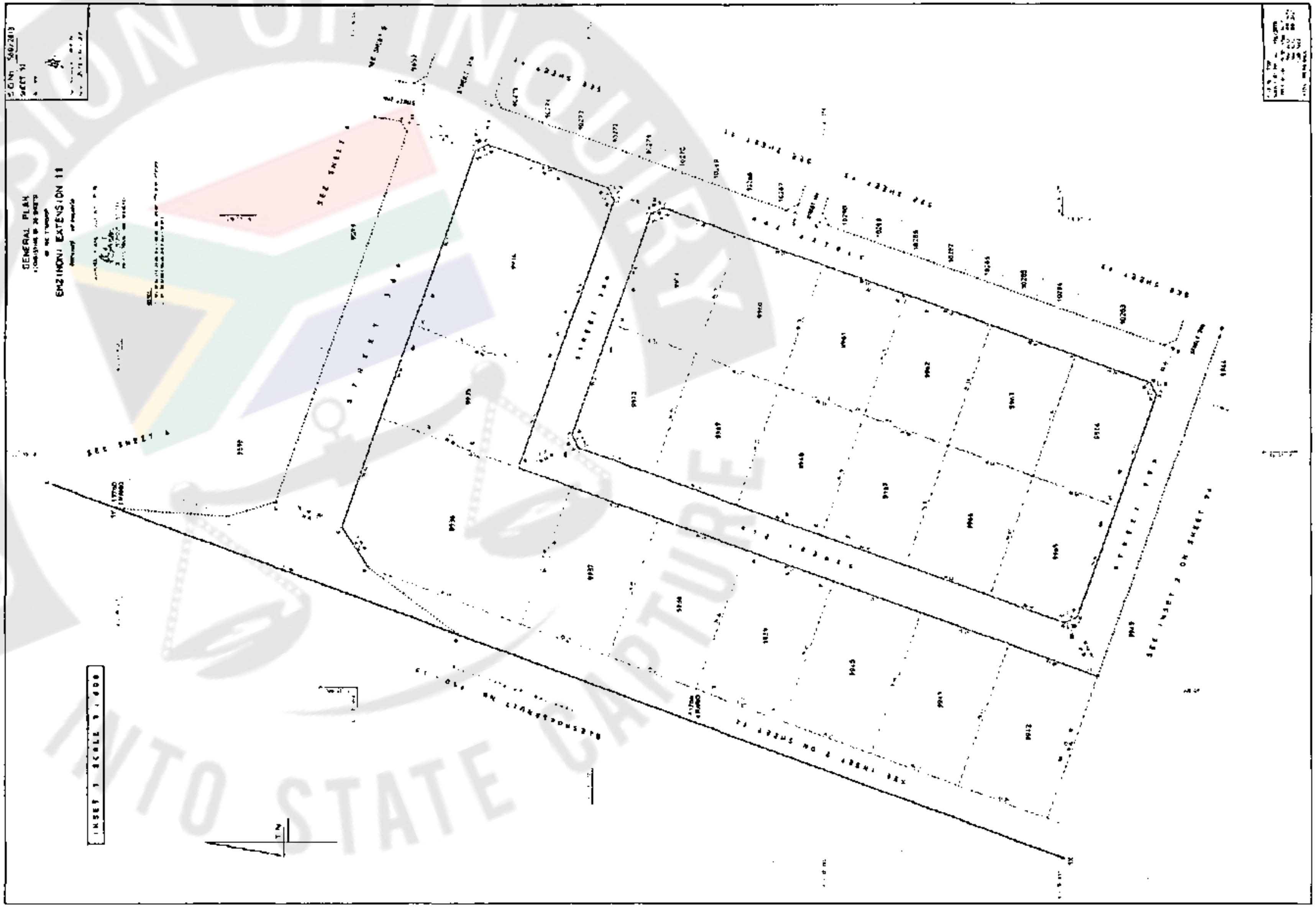
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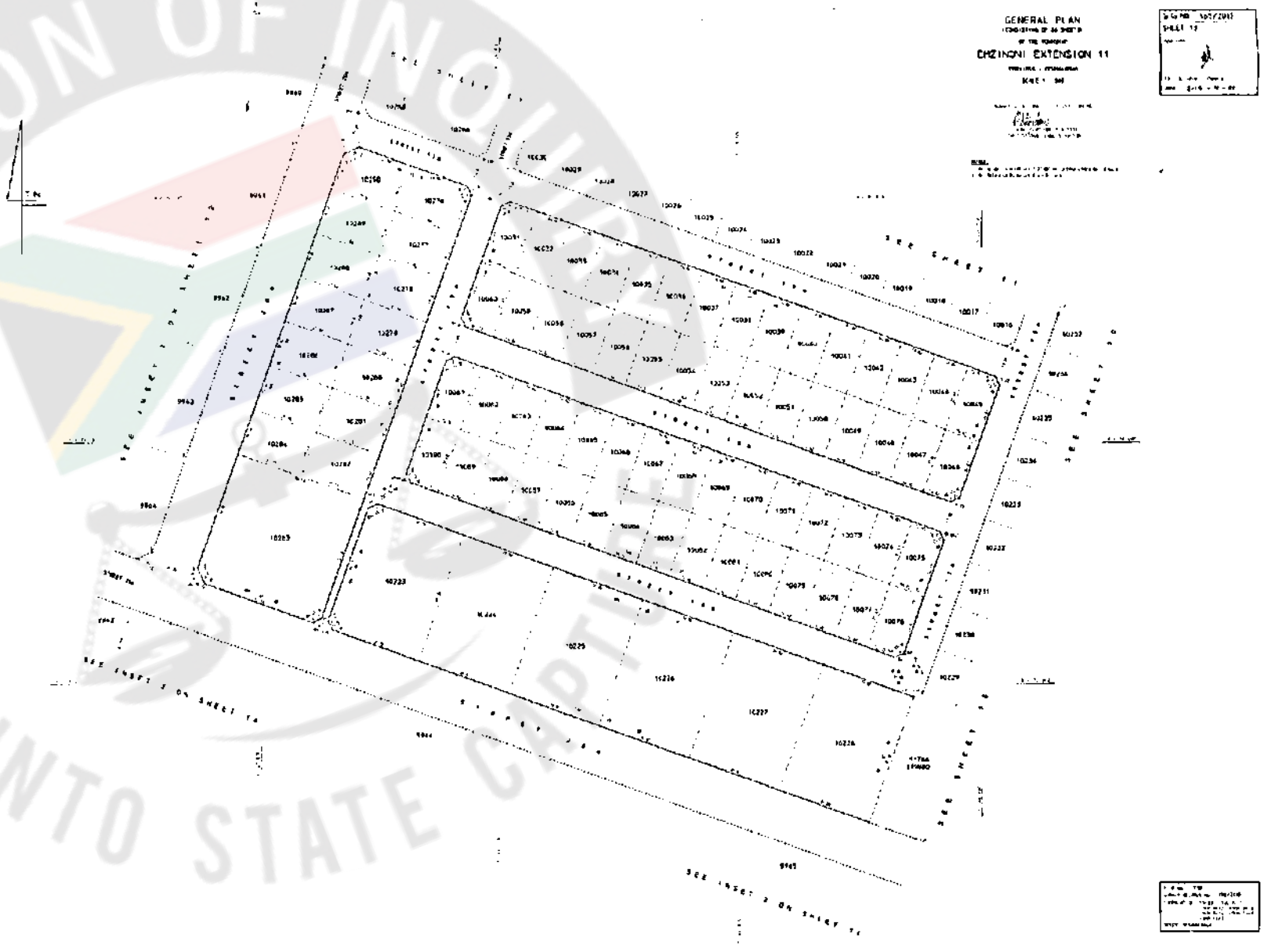
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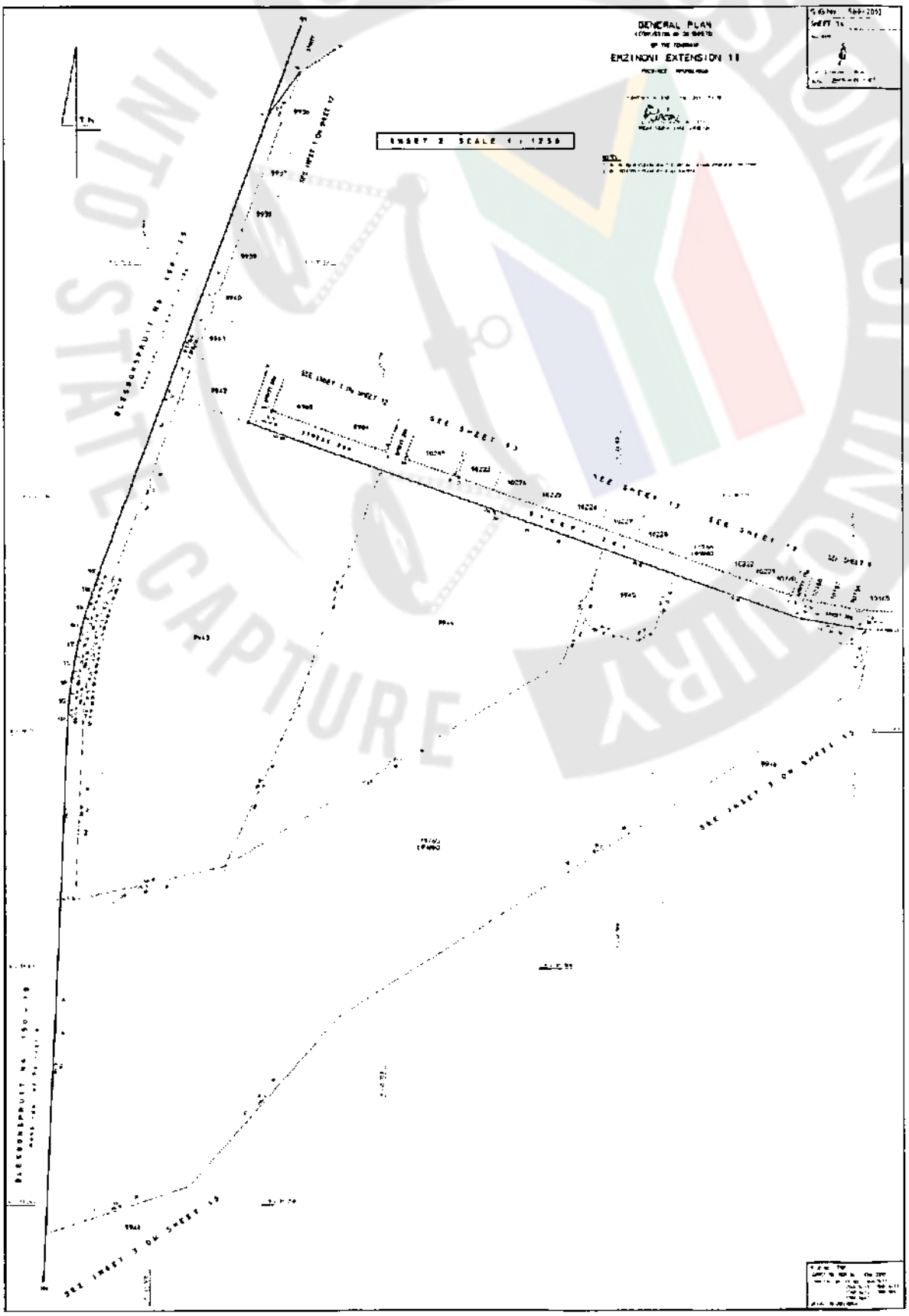

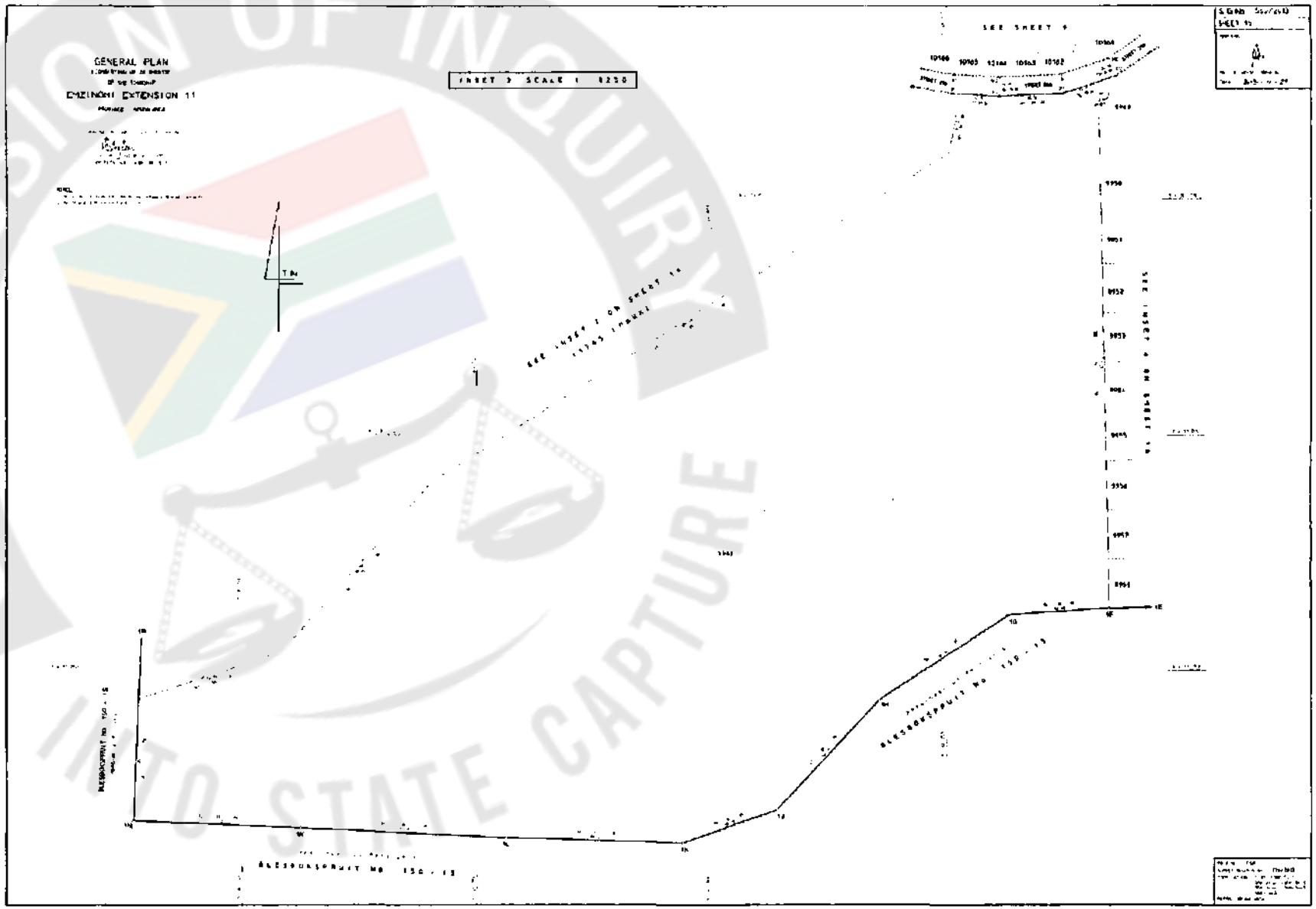
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INSET 3 SCALE 1 : 8250
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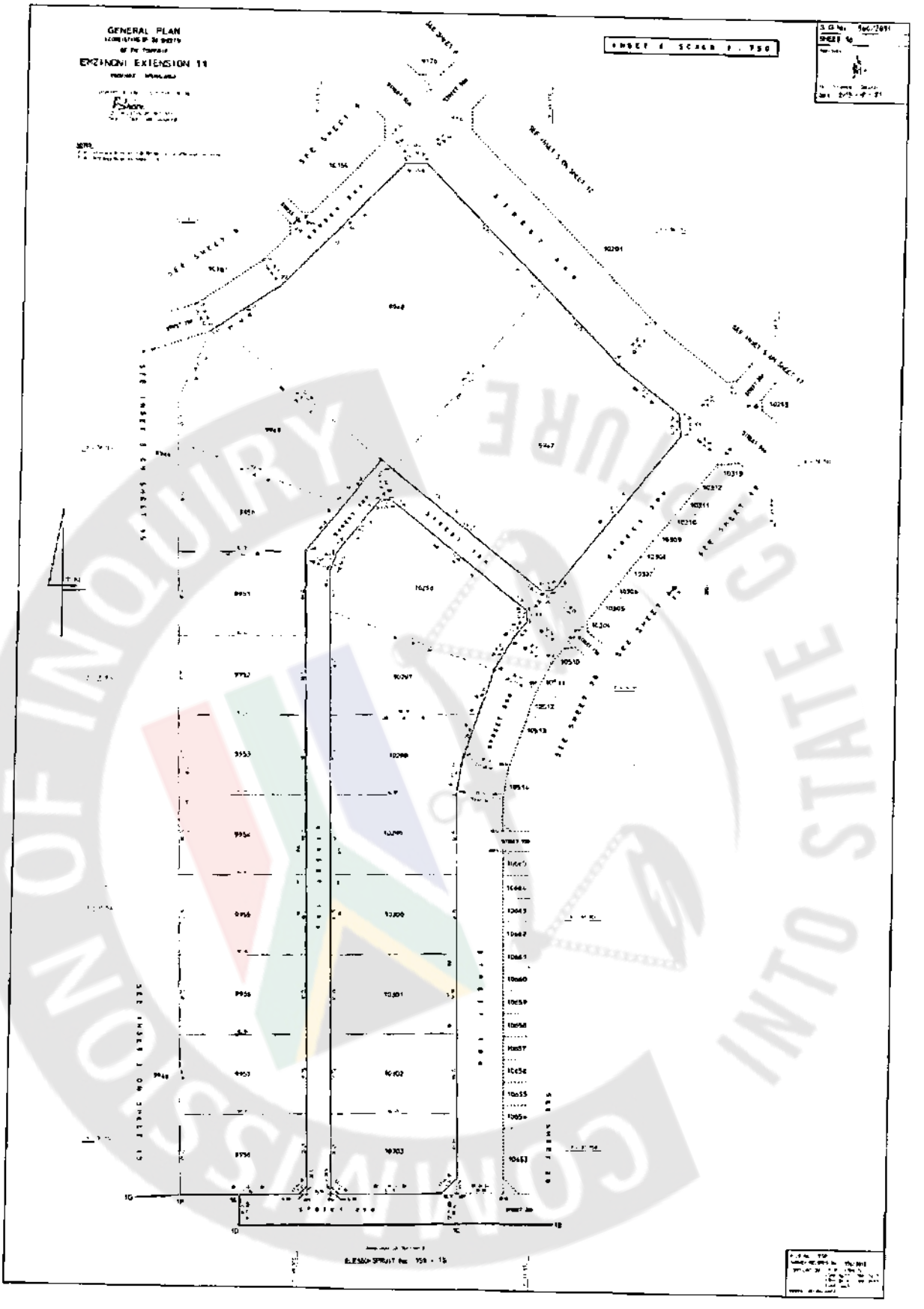

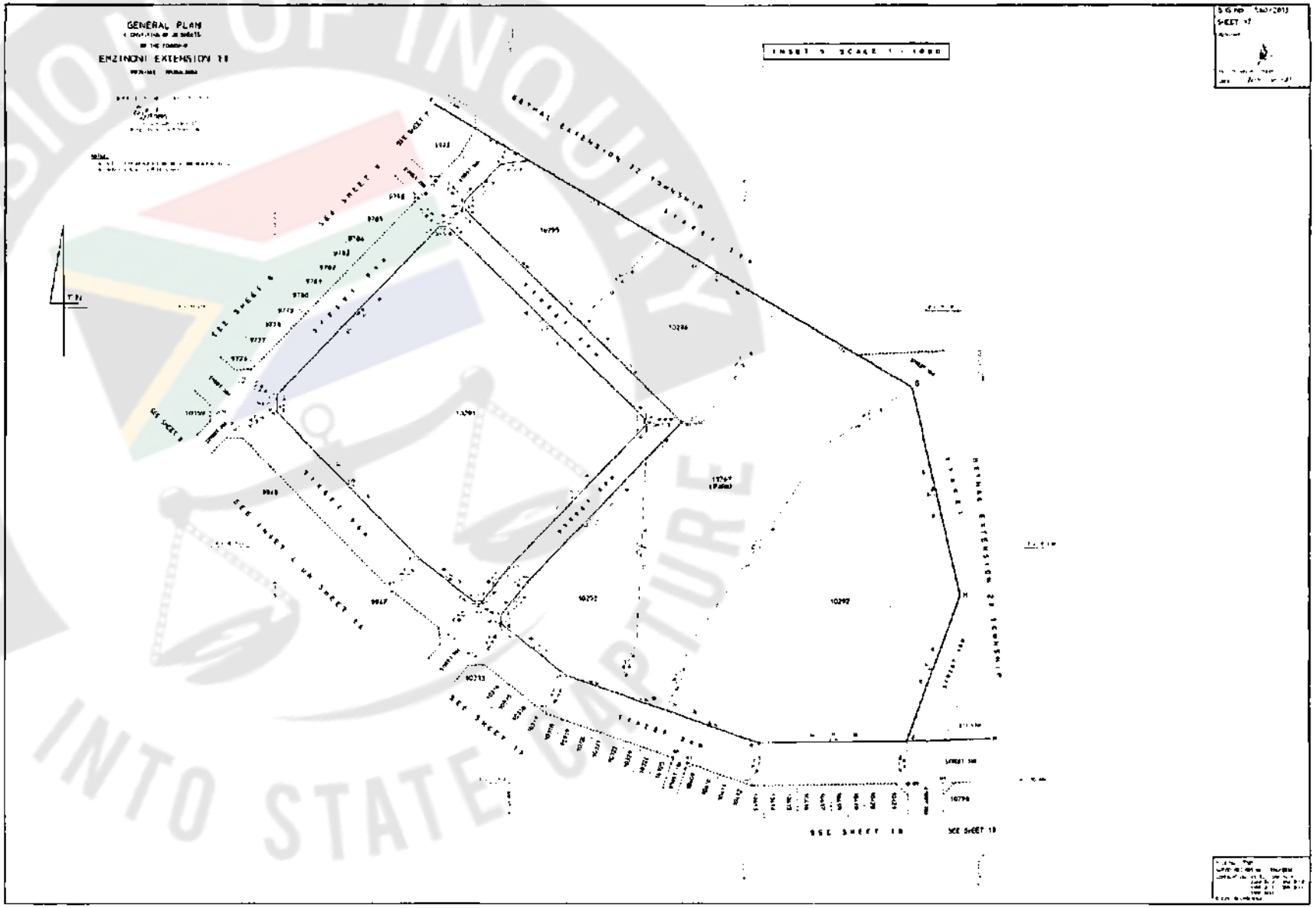
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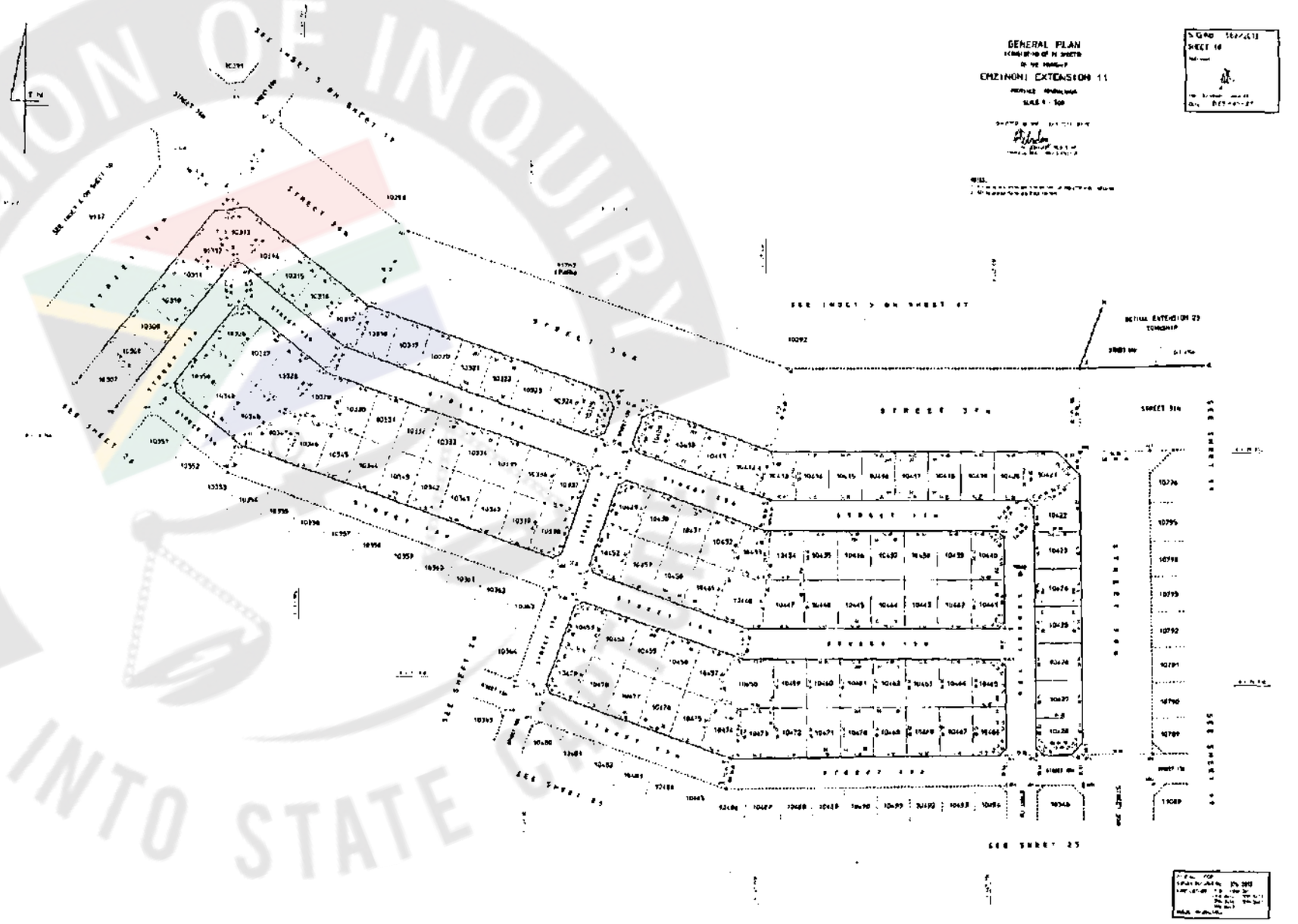

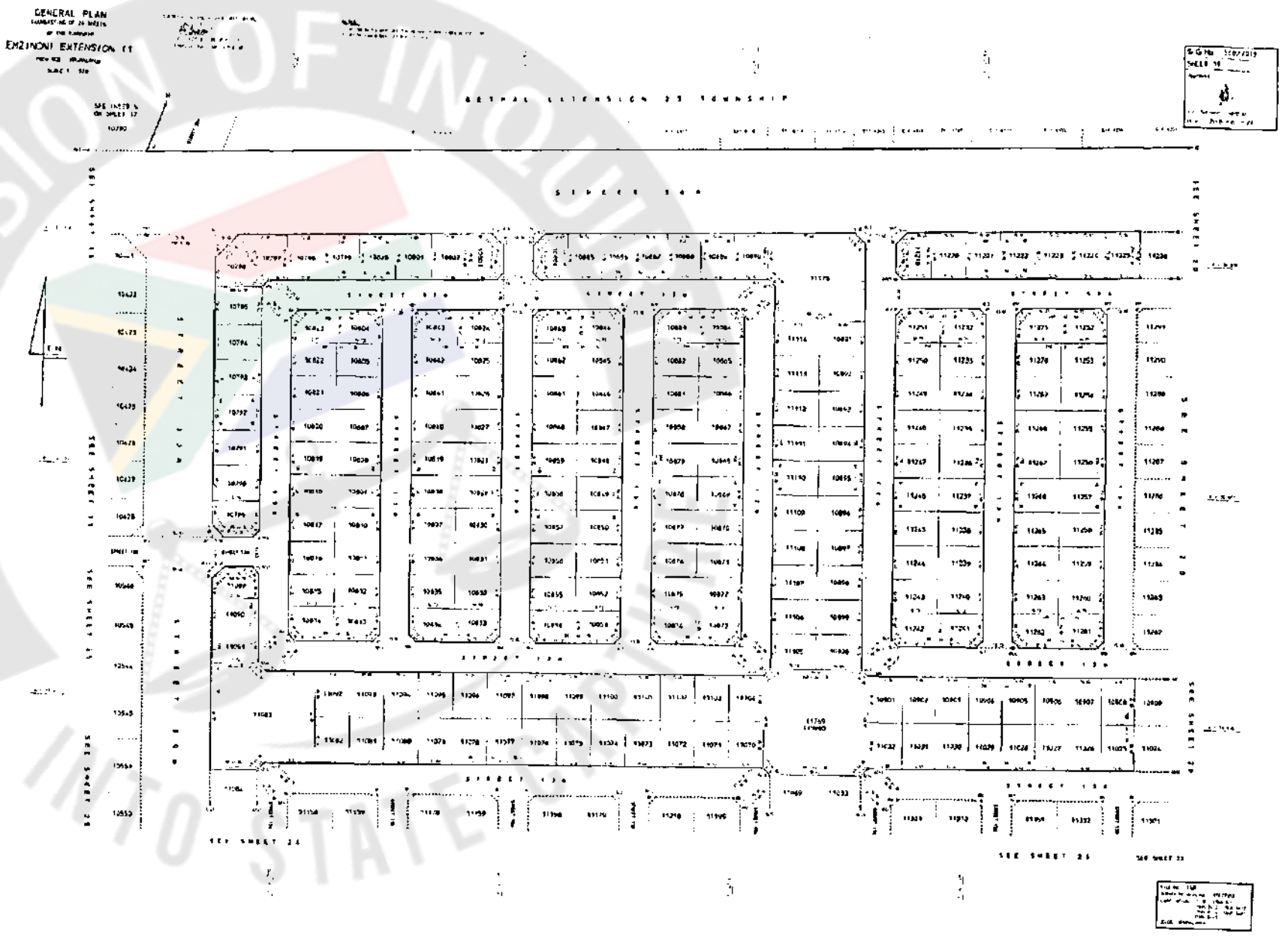
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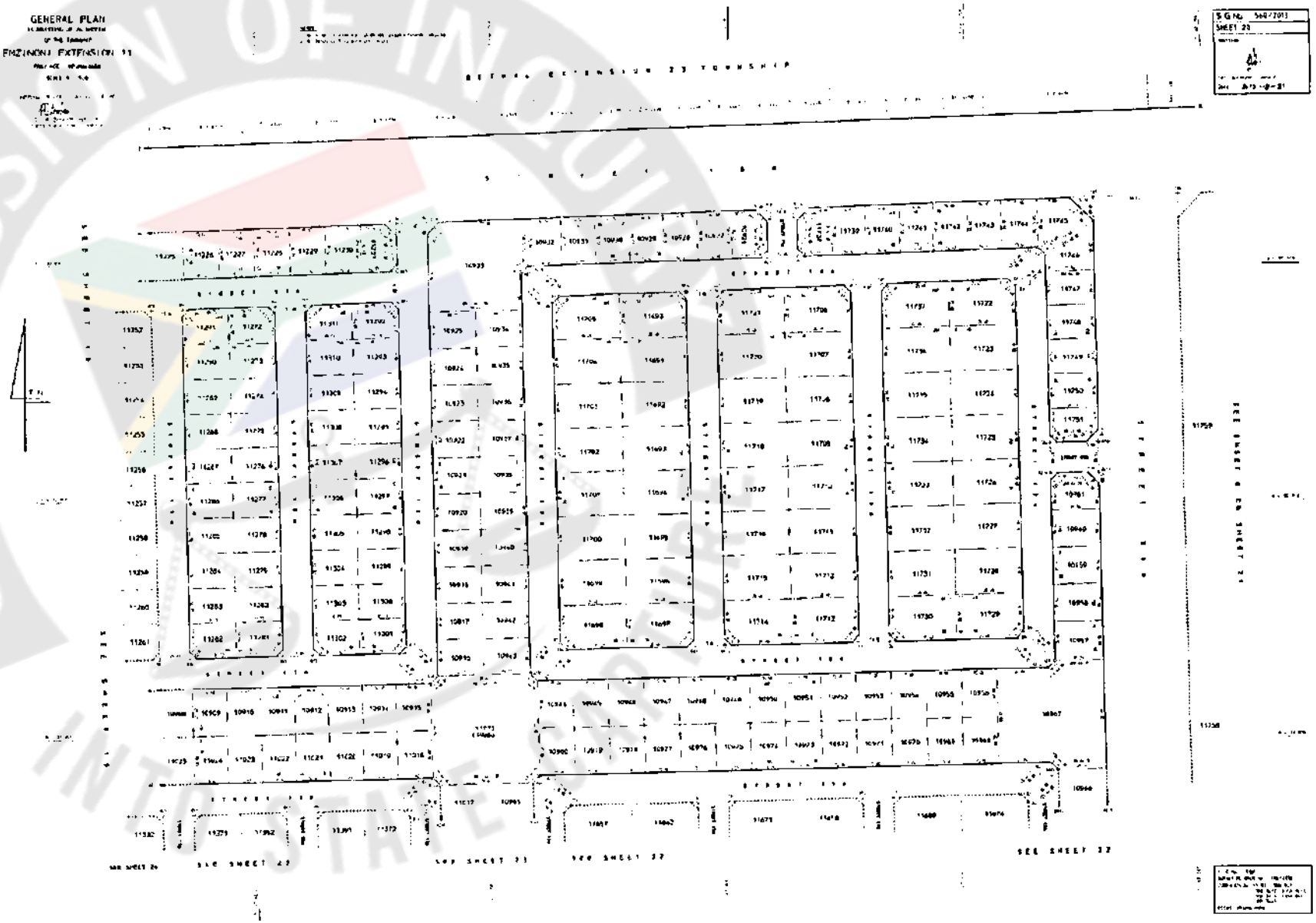
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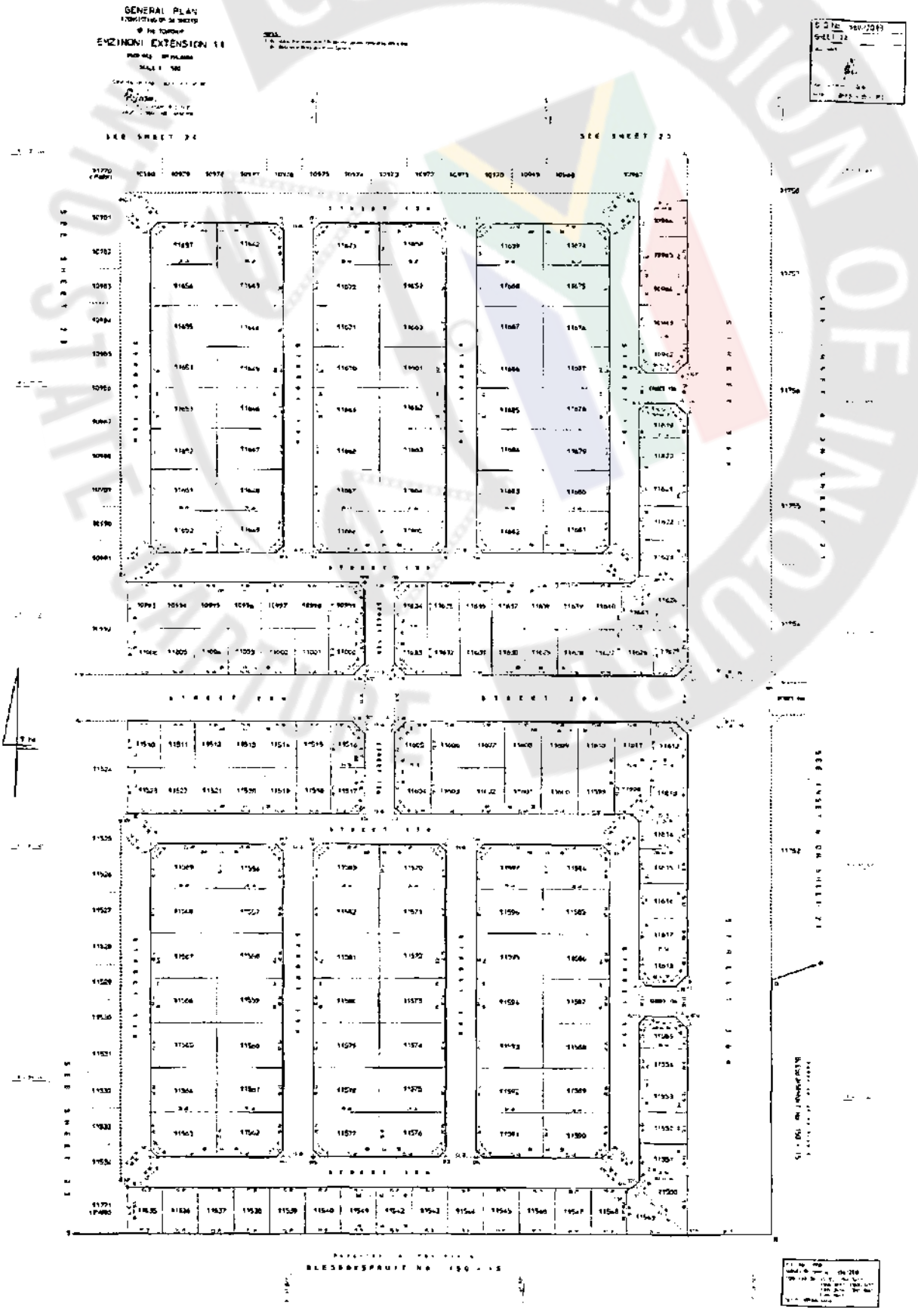

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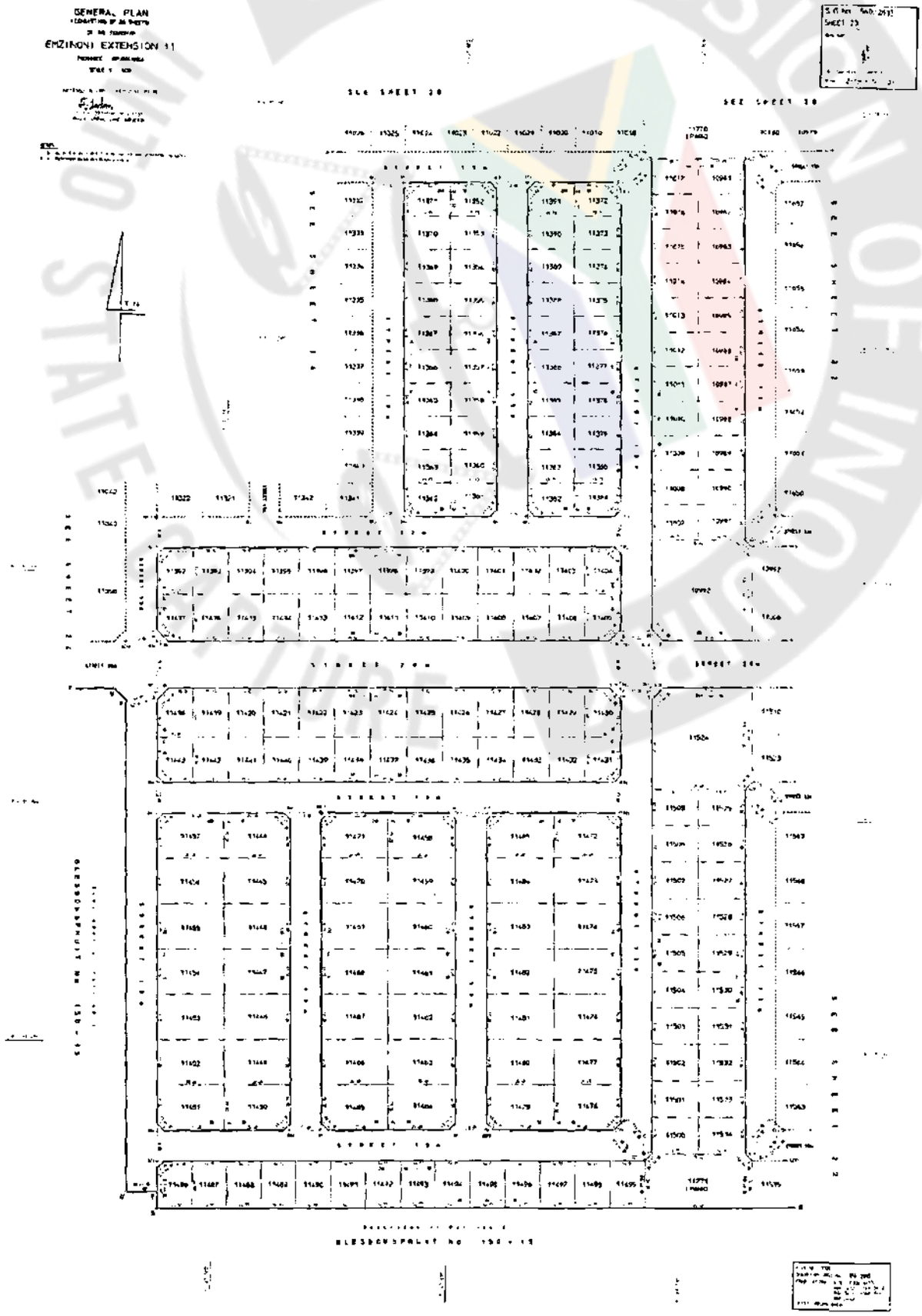

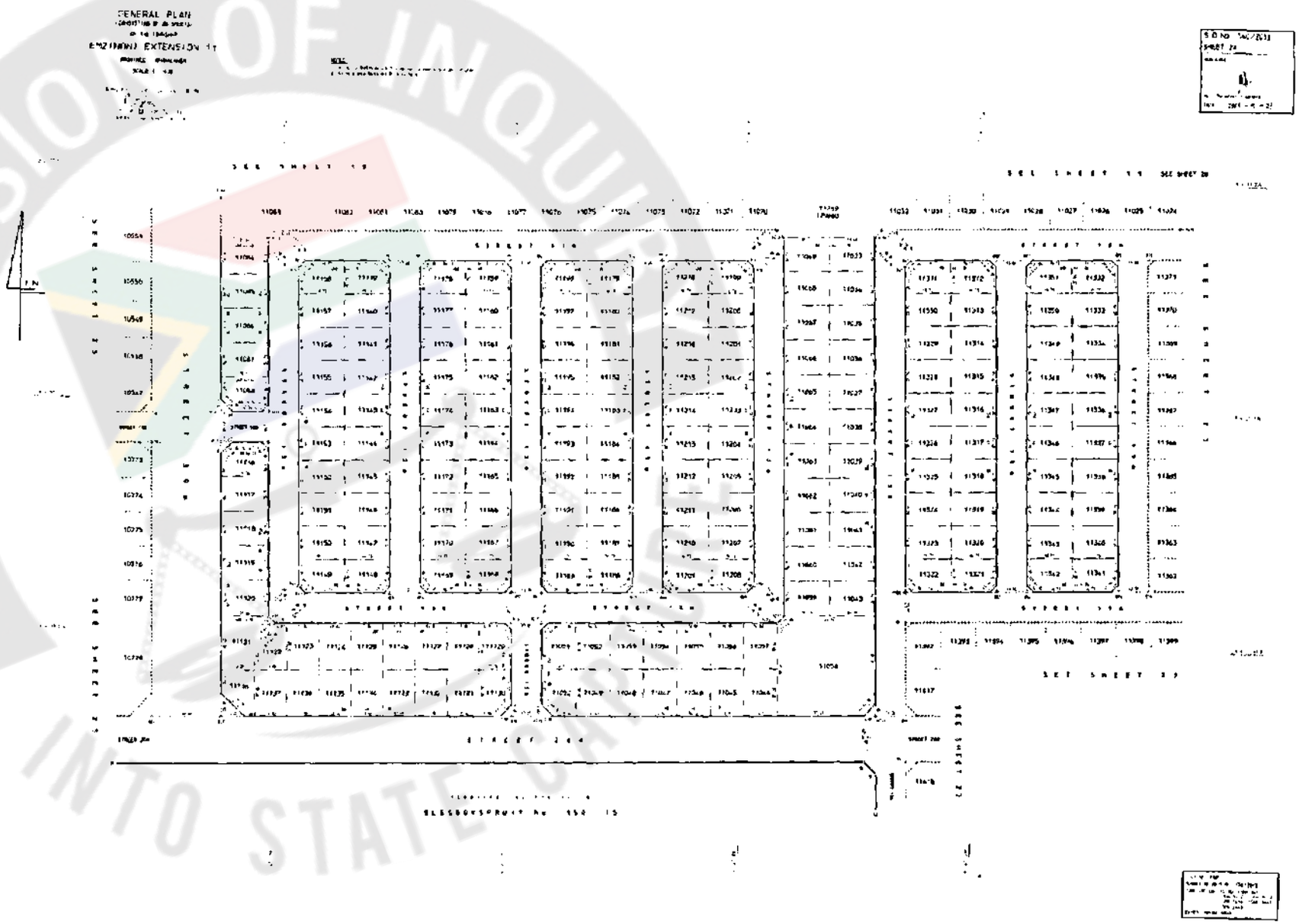
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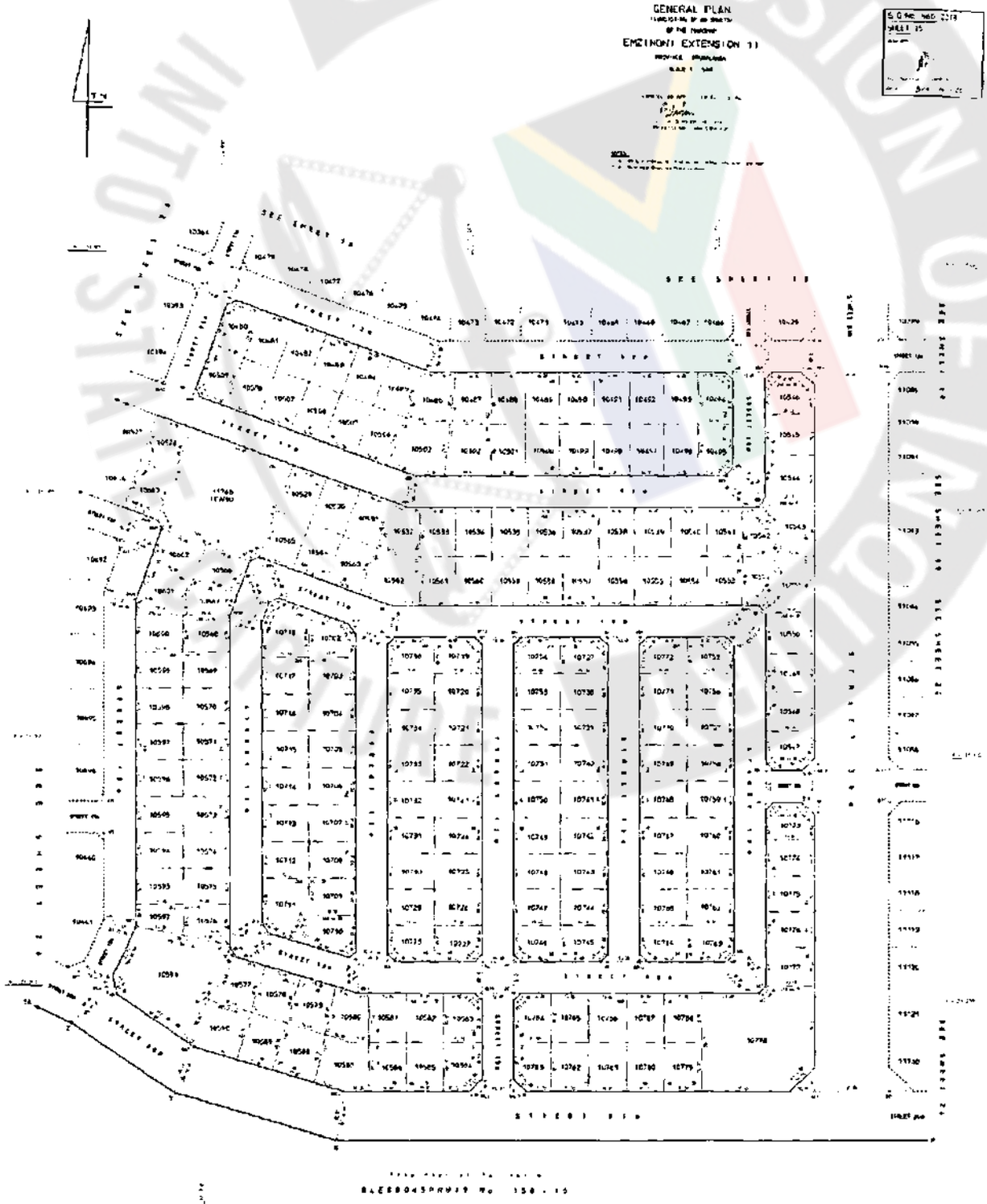
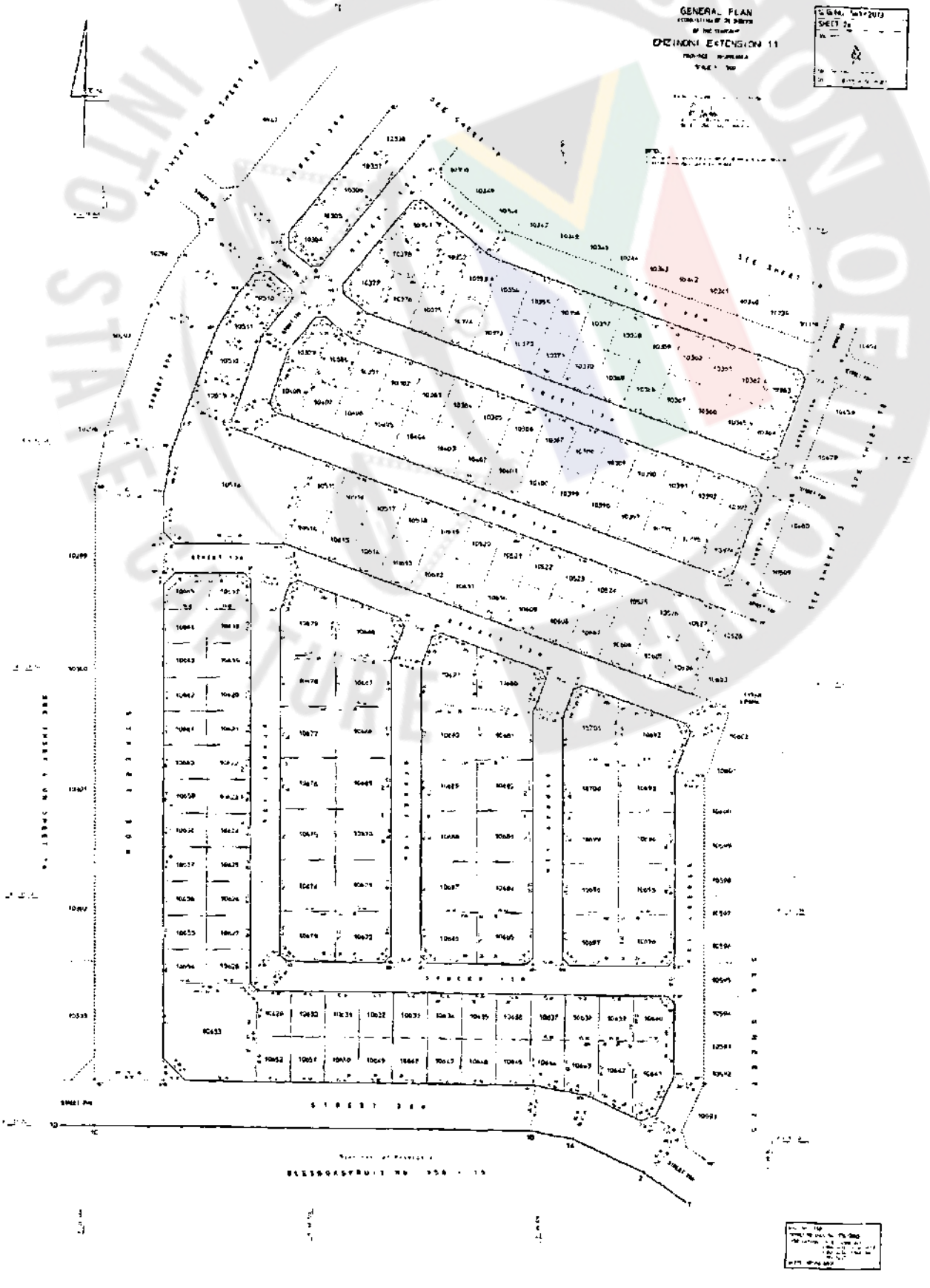




geopower
engineering capacity

Bulk Electricity

2014-06-10

Octics (Pty) Ltd

Per email

PROPOSED SCOPE OF OUR SERVICES FOR TOWNSHIP DEVELOPMENT PROJECTS

1. As requested herewith the typical scope of our services rendered for township development projects.

2. Activity 1: Comments on preliminary township layout and investigation into the availability of electricity supply capacity

2.1 We are normally involved from the onset, in certain instances prior to the acquisition of the land, in order to estimate the cost of the bulk electricity (external service) required to service the envisaged township as such cost will have a bearing on the agreed purchase price of the land.

2.2 Our initial comments on the proposed township will address items such as the need for servitudes, ensuring the road reserve widths are in accordance with the relevant municipalities minimum requirements and comments on the draft land use specified in the conditions. The latter is important to ensure that there are no unnecessary land uses included in the conditions that will trigger high demand bulk contribution tariffs.

3. Activity 2: Preliminary report on electricity, included as a support document to the town planners memorandum and application to council

3.1 The town planner is required to address the supply of electricity to the township and therefore a typical two page document is provided in which the point of supply, availability of capacity, upgrades required is outlined.

3.2 In the event of an EIA application for the township, we need to confirm that the capacity is available or will be available after certain upgrades are undertaken to ensure sustainability of the electricity supply to a proposed township.

4. Activity 3: Service report

4.1 Once the conditions of township establishment have been approved, we prepare and submit a comprehensive service report to the municipality and other relevant parties for approval.

4.2 The service report contains a description of the township and its land-use and outlines both the external electricity supply to the township as well as the internal electricity services of the township.

4.3 The calculation of the demand of the township as determined from the approved land-use is provided in the service report for two reasons. Firstly to ensure that sufficient supply capacity is available to service the township on a sustained basis and that the design of the proposed distribution network is adequate to supply the demand and secondly to calculate the bulk contribution for electricity.

4.4 Our service report will include a cost estimate of the external and internal electricity services.

61 Ingersol Road, Menlyn, Pretoria
PO Box 365, Menlyn, 0063
www.geopower.co.za
T: 0861 E POWER

5. Activity 4: Detail design of the township external & internal services

5.1 In order to proclaim the township it is necessary that service agreements are entered into with the respective engineering departments. In order to prepare the service agreement for electricity, the municipality requires the consultant to undertake the detail design and costing of the townships electricity services. Such detail design needs to be approved by the municipality prior to the drafting of the service report.

5.2 The detail design of the township electricity services forms the plan that will be implemented by the contractor to be appointed by the developer for the installation of the electricity services.

6. Activity 5: Service agreement

6.1 Once the detail design is approved we assist the council with the preparation of the service agreements.

6.2 The guarantee amounts that are provided in the agreement are obtained from our costings undertaken on the final design.

7. Activity 6: Procurement

7.1 Tender documentation is prepared for the execution of the approved electricity services in accordance with the specifications and requirements of the municipality.

7.2 Tenders will thereafter be called, evaluated, adjudicated and a tender report submitted to you in which one of the contractors is recommended to be appointed for the works.

8. Activity 7: Article 101 clearance from electricity

8.1 In order to proclaim the township, an article 101 clearance is required from each respective engineering department. We assist with this matter by obtaining the clearance from electricity and ensuring that it is submitted to Legal who collate and produce the 101 certificate.

8.2 The installation of the services need to be completed prior to this activity or alternatively the specified guarantee is to be provided to the council.

8.3 We plan an monitor the installation of the electricity service (which is the last service) to co-incide with the proclamation requirement.

9. Activity 8: Section 82 clearance from electricity

9.1 Once the services have been installed a section 82 clearance is required from each engineering department. We assist with this matter be obtaining the section 82 clearance from electricity and ensuring that it is submitted to Legal who will collate and issue the Section 82 certificate.

9.2 In order to obtain the section 82 clearance, the electricity services need to be energised and handed over to the municipality with the as-built drawings.

9.3 A 10% retention guarantee is to be provided.

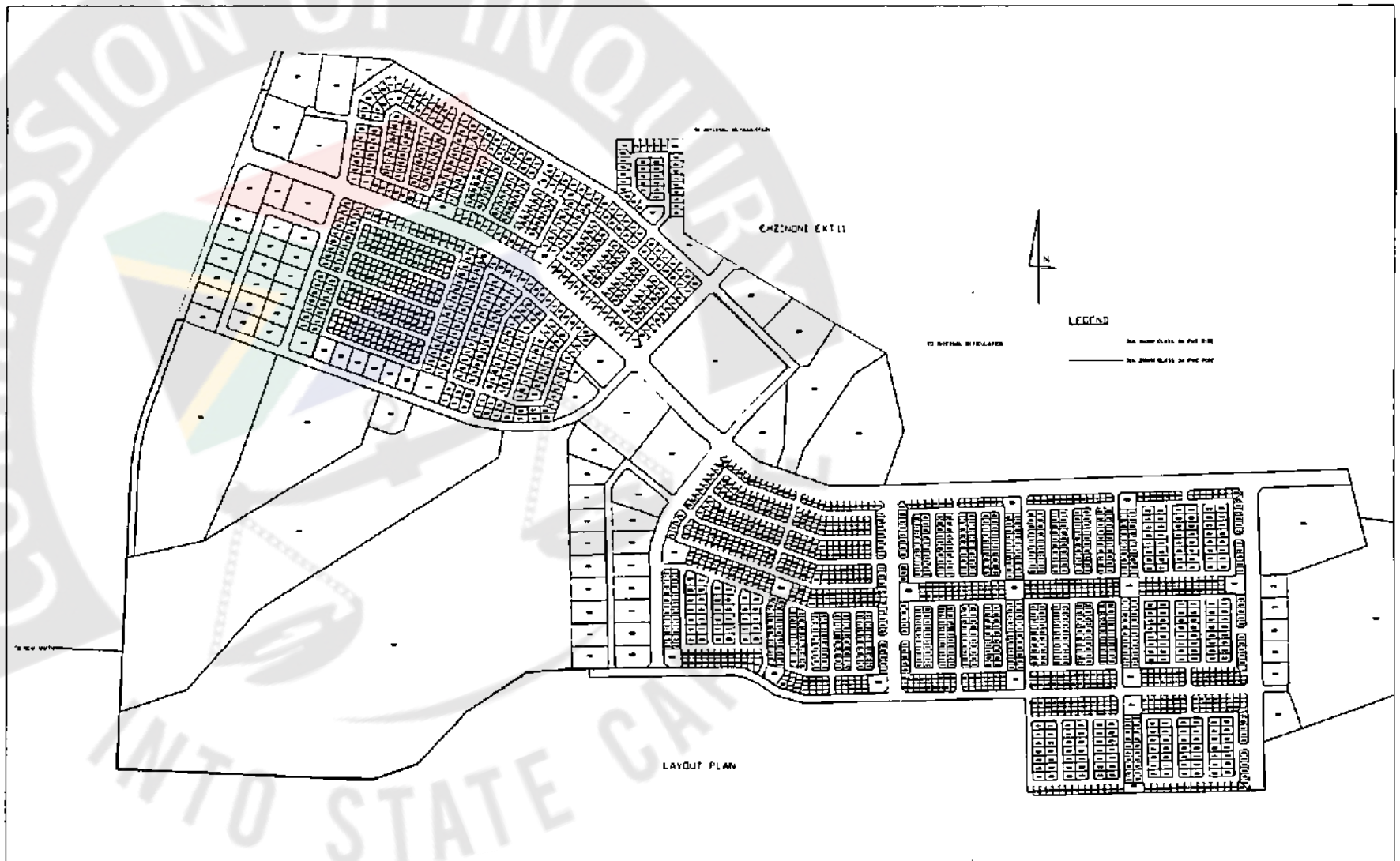
10 Activity 9: Retention inspection and release of retention guarantee

10.1 Upon the expiry of the 12 month defects liability period from the date of official hand-over of the services to the council, we convene a retention inspection with the representative of the council.

10.2 If all is found to be in order the retention guarantee is released at that stage and our involvement is completed.

Yours sincerely

ROBERT ZIETSMAN
for GEOPOWER
0828006000



AS-BUILT RECORD

VERSION/AMENDMENTS

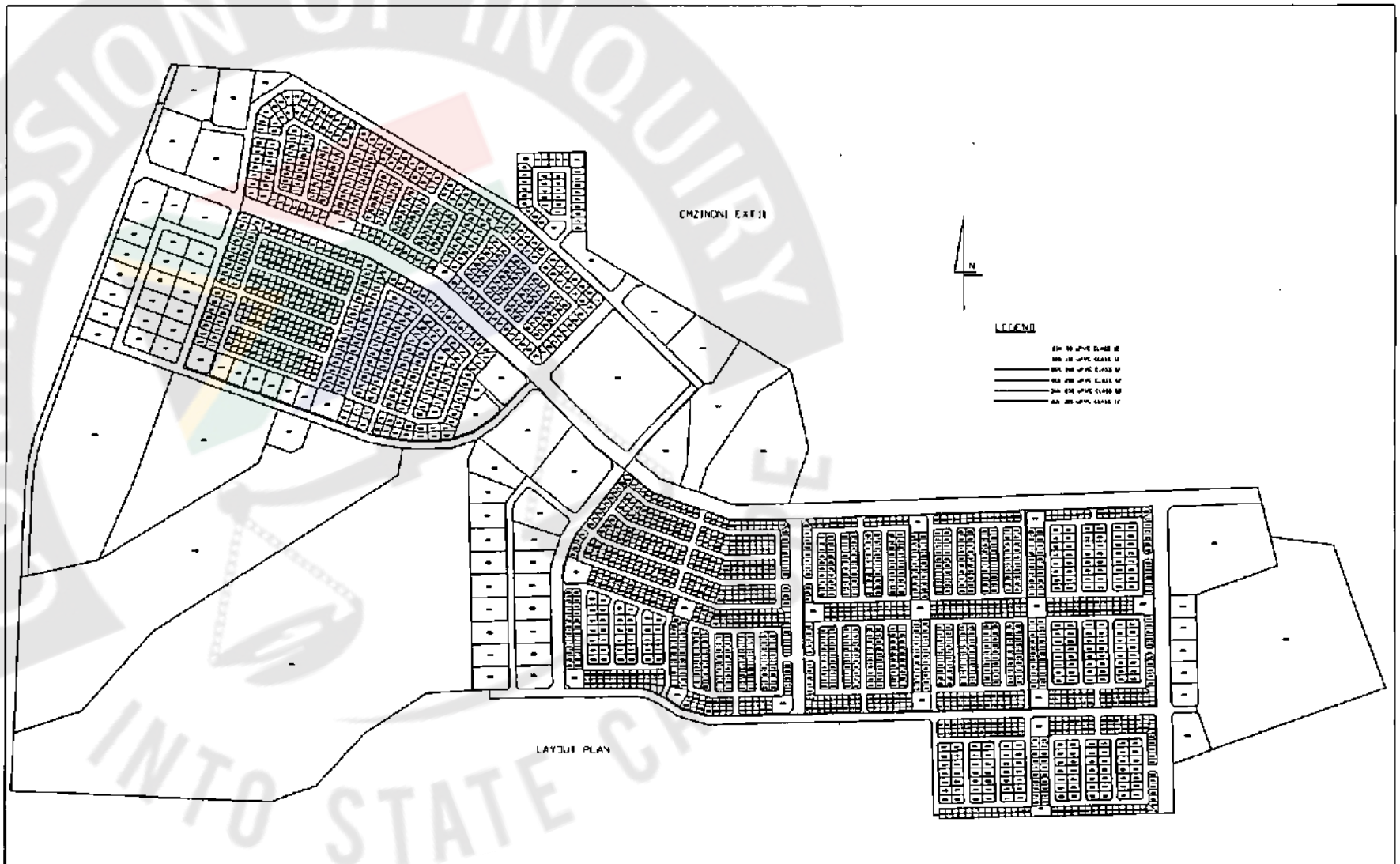
sefako

EMZINONI EXTENSION 11

SEWER LAYOUT

GOVAN MBEKI
LOCAL
MUNICIPALITY

SFK01/SE01 A



AS-BUILT RECORD

VERSION/AMENDMENTS

sefako

EMZINONI EXTENSION 11

WATER LAYOUT

GOVAN MBEKI
LOCAL
MUNICIPALITY

SFK01/W01 A

From: Mokotedi Mogadime <mokotedi@live.com>
Sent: Friday, 12 June 2015 13:07
To: Vikash Narsai <vikash@vnac.co.za>
Subject: Emzinoni Project

Hi Vikash,
Herewith please the project budget for bulk infrastructure. Also find the consultants fee scheduling, bearing in mind that the consultants had agreed upon a fee cap of 15%.

Please review and revert with question if you have any. Would you be able to determine fees to date based on this information? We are currently at Stage 2 of the consultants' work.

Rgds,
Mokotedi Mogadime
08237349494
mokotedi@ive.com

Sent from Windows Mail

Estimated Consulting Total Costs Cash Flow Summary	
Estimated Primary Development Cost	467 480 000.00
Consulting Fee Cap	15%
Consulting Fee Value	70 122 000.00

467 480 000.00
1.00%
4674800
5.00%
233740

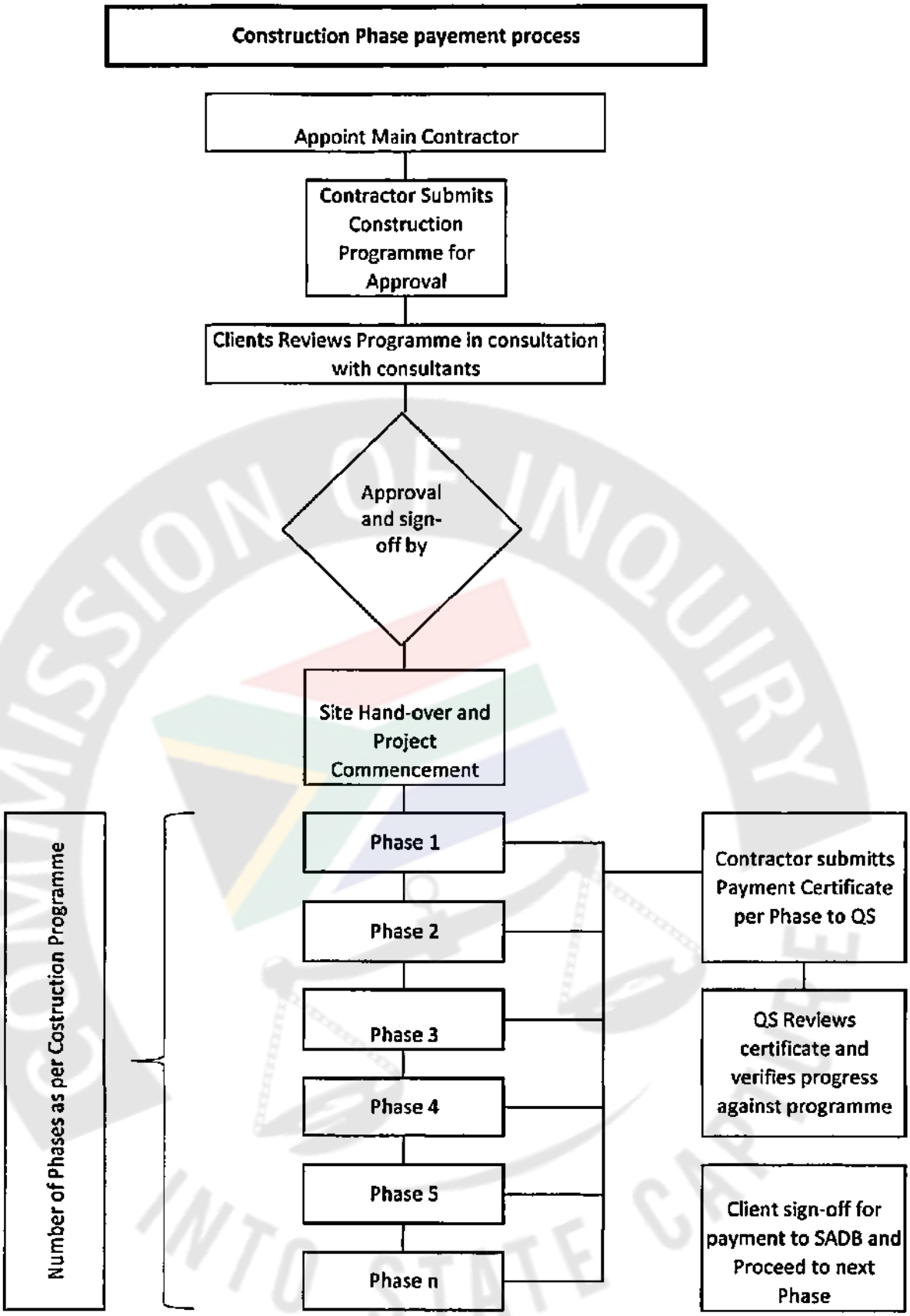
Professional Consulting Team:	
Precint Architect and Project Managers	ProjectWorks
Civil Engineer (Storm water, Roads and Traffic)	CivilConcepts
Civil Engineer (Water and Waste Water)	Setako Civil
Quantity Surveyor	QC Consult Africa
Electical Engineer	GeoPower

Phase Invoicing Approach			
Phase	Detail	% of Fee	R Value of total fee
1	Inception	5%	3 506 100.00
2	Concept Viability	20%	14 024 400.00
3	Design Development	20%	14 024 400.00
4	Technical Documentation	25%	17 530 500.00
5	Construction	25%	17 530 500.00
6	Close out	5%	3 506 100.00
Total (Excl VAT)		100%	70 122 000.00

Estimated Consulting Seconadry Costs Cash Flow Summary	
Estimated Primary Development Cost	212 600 000.00
Consulting Fee Cap	15%
Consulting Fee Value	31 890 000.00

Professional Consulting Team:	
Precint Architect and Project Managers	ProjectWorks
Civil Engineer (Storm water, Roads and Traffic)	CivilConcepts
Civil Engineer (Water and Waste Water)	Sefako Civil
Quantity Surveyor	QC Consult Afrca
Electical Engineer	GeoPower

Phase Invoicing Approach			
Phase	**Detail**	**% of Fee**	**R Value of total fee**
1	Inception	5%	1 594 500.00
2	Concept Viability	20%	6 378 000.00
3	Design Development	20%	6 378 000.00
4	Technical Documentation	25%	7 972 500.00
5	Construction	25%	7 972 500.00
6	Close out	5%	1 594 500.00
Total (Excl VAT)		100%	31 890 000.00


Construction Phase payement process
Appoint Main Contractor
Contractor Submits Construction Programme for Approval
Clients Reviews Programme in consultation with consultants
Approval and sign-off by
Site Hand-over and Project Commencement
Number of Phases as per Costruction Programme
Phase 1
Phase 2
Phase 3
Phase 4
Phase 5
Phase n
Contractor submitts Payment Certificate per Phase to QS
QS Reviews certificate and verifies progress against programme
Client sign-off for payment to SADB and Proceed to next Phase

QS Consult Africa cc
Tel: 0861 777 272
Fax: 012 - 333 8357

February 12, 2014

EMZINONI SMART GROWTH DEVELOPMENT

PHASE 1

BUDGET REPORT

PREPARED BY

QS Consult Africa

QS Consult Africa cc
1239 Cobham rd
QUEENSWOOD
0121

TEL : .0861 777 272
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Contact : Mr AG Lubbe

EMZINONI SMART GROWTH DEVELOPMENT
PHASE 1
BUDGET REPORT

12 February 2014

	Primary Developers Costs/Contributions
	Secondary Developers Costs/Contributions
	Total

SERVICES		TOTAL BUDGET	Allocation: Primary Development Cost	Allocation: Secondary Developers Costs/Contributions	Total
1.00 Civil: Roads, Storm water					
1.01 Bulk Infrastructure (Main Roads and Network)		R 65 000 000	R 65 000 000		
1.02 Secondary access roads and Ring roads		R 127 000 000		R 127 000 000	
	A	R 192 000 000			R 192 000 000
2.00 Civil: Water, Sewerage					
2.01 Bulk water supply		R 10 000 000	R 10 000 000		
2.02 Water Reservoir		R 25 000 000	R 25 000 000		
2.03 Internal Bulk Reticulation		R 19 000 000	R 19 000 000		
2.04 Main Sewer reticulation		R 20 000 000	R 20 000 000		
2.05 Waste water treatment		R 20 000 000	R 20 000 000		
2.06 Individual Stand services, water and sewer		R 17 600 000		R 17 600 000	
	B	R 111 600 000			R 111 600 000
3.00 Electrical					
3.01 Upgrading Bulk Infrastructure		R 50 000 000	R 50 000 000		
3.02 Bulk MV supply		R 27 000 000	R 27 000 000		
3.03 MV Distribution network		R 9 000 000		R 9 000 000	
3.04 MV/LV miniature substations		R 15 000 000		R 15 000 000	
3.05 LV Reticulation and street lighting		R 44 000 000		R 44 000 000	
	C	R 145 000 000			R 145 000 000
4.00 Landscaping / Hardscaping					
4.01 Landscaping / Hardscaping of main roads walkways and parks		R 18 880 000	R 18 880 000		
	D	R 18 880 000			R 18 880 000
TOTAL (A+B+C+D)		**R 467 480 000**	**R 254 880 000**	**R 212 600 000**	**R 467 480 000**
Professional Fees Allowance	**15%**	**R 70 122 000**	**R 38 232 000**	**R 31 890 000**	**R 70 122 000**
TOTAL PHASE 1 BUDGET INCL FEES		**R 537 602 000**	**R 293 112 000**	**R 244 490 000**	**R 537 602 000**

From: Vikash Narsai <vikash@vnac.co.za>
Sent: Monday, 15 June 2015 13:40
To: Mokotedi Mogadime <mokotedi@live.com>
Cc: rakesh@vnac.co.za
Subject: RE: Emzinoni Project

Hi Mokotedi,

Herewith PSP agreements for your perusal. I will revert back soonest with the fee schedule calculator.

Kind regards

Vikash Narsai
C.E.O
Pr CPM;Pr CM
VNA
CONSULTING

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PROFESSIONAL SERVICES CONTRACT

Entered into by and between:

.....
(hereinafter "the Employer")

and

.....
(hereinafter "the Service Provider")
(hereinafter collectively as "the parties")

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract	The Contract signed by the Parties and of which these General Conditions of Contract form part.
Contract Schedule	Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.
Contract Price	The price to be paid for the performance of the Services in accordance with the Pricing Data.
Day	A calendar day
Defect	A part of the Services, as performed, which does not comply with the requirements of the Contract.
Deliverable	Any measurable, tangible, verifiable outcome, result or item that must be produced or completed
Employer	The contracting party named in the Contract who employs the Service Provider.
Force Majeure	An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
Key Persons	Persons who are named as such in the Contract Schedule (Annexure A) who will be engaged in the performance of the Services.
Others	Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.
Parties	The Employer and the Service Provider.
Period of Performance	The period within which the Services are to be performed and completed.
Personnel	Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
Personnel Schedule	A schedule naming all Personnel and Key Persons.
Pricing Data	Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project	The project named in the Contract Schedule (Annexure A) for which the Services are to be provided.
Scope of Work	The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.
Service Provider	The contracting party named in the Contract Schedule (Annexure A) who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
Services	The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.
Sub-Contractor	A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2 INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

a) Any gender includes the other genders;
b) A natural person includes a juristic person and vice versa;
c) The singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Schedule (Annexure A), the provisions of the Contract Schedule (Annexure A) shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3 GENERAL

3.1 Governing Law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in Legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Domicilium

3.4.1 The parties hereto choose domicillia citandi et executandi for all purposes of and in connection with this agreement as follows:

		("Employer")	("Service Provider")
Physical Address	:	_____	_____
		_____	_____
		_____	_____
Postal Address	:	_____	_____
		_____	_____
		_____	_____
Facsimile No.	:	_____	_____

3.4.2 Any of the parties hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

3.4.3 A notice sent by one party to another party shall be deemed to be received:

a) on the same day, if delivered by hand;
b) on the same day, if sent by telex, telefax (provided the original is immediately posted by prepaid registered mail) or cablegram;
c) on the seventh day after posting, if sent by prepaid registered mail.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Schedule (Annexure A), and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise required by the employer, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole Agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.11 Penalty

3.11.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Schedule (Annexure A).

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

a) terminate the Contract
b) complete the Services at the Service Provider's cost.

3.12 Equipment and materials furnished by the Employer

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.12.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and Impossible Requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.14 Programme

3.14.1 The Service Provider shall, within ..... days of the award of the Contract, submit to the Employer a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and

c) other information as required in terms of the Scope of Work or Contract Schedule (Annexure A).

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

4 EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
b) provide all relevant data, information, reports, correspondence and the like, which become available;
c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
d) assist in the obtaining of all approvals, licenses and permits from national, regional and municipal authorities having jurisdiction over the Project;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

4.5.1 The Employer shall immediately advise the Service Provider on becoming aware of:

a) any matter other than a change in legislation which will materially change, or has changed the Services; or
b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5 SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of Authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated Representative

Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Schedule (Annexure A).

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

5.5.1 The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

a) appointing Subcontractors for the performance of any part of the Services,
b) any other action that may be specified in the Contract Schedule (Annexure A).

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6 CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7 SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide qualified Persons to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel

7.2.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract.

7.2.2 The Services shall be performed for the periods of time indicated therein.

8 COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Schedule (Annexure A).

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

a) additional Services ordered by the Employer;
b) failure of the Employer to fulfil his obligations under the Contract;
c) any delay in the performance of the Services which is not due to the Service Provider's default;
d) Force Majeure; or
e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

a) where the Services are no longer required;
b) where the funding for the Services is no longer available;
c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
d) if the Service Provider becomes insolvent or liquidated; or
e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds

the period stated in the Contract Schedule (Annexure A), or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Schedule (Annexure A); or

d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested with the Service Provider. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.1 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10 SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) by a charge in favor of the Service Provider's bankers of any monies due or to become due under the Contract; or
b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11 SUBCONTRACTING

11.1 A Service Provider may subcontract any specialised work which is required to give effect to the fulfilment of the contract obligations and he does not have the skills and competency to perform.

11.2 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Sub-Contractor to perform any part of the Services without the prior written authorisation of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorisation. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a

Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12 RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Schedule (Annexure A).

12.2 Mediation

12.2.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Schedule (Annexure A). The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Schedule (Annexure A).

12.3 Adjudication

12.3.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication.

12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Schedule (Annexure A).

12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Schedule (Annexure A). If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Schedule (Annexure A), shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Schedule (Annexure A).

13 LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Schedule (Annexure A) or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and
b) the sum stated in the Contract Schedule (Annexure A) or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Schedule (Annexure A), the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14 REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

14.1 The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Schedule for fees and disbursements. If not otherwise stated, the following shall apply:

a) The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
b) Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
c) If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.1 (b) shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
d) In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Schedule (Annexure A), calculated from the due date for payment.

THUS DONE AND EXECUTED by the parties aforesaid at the places and on the dates indicated below.

Signed on behalf of ("The Employer") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

Signed on behalf of ("The Service Provider") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

ANNEXURE A

CONTRACT SCHEDULE

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause		
1	:	The Employer is .....
3.4 and 4.3.2	:	The authorised and designated representative of the Employer is: Name: .....
1	:	The Project is .....
1	:	The Period of Performance is .....
3.5	:	The location for the performance of the Project is
3.11	:	The penalty payable is R ..... per Day subject to a maximum amount of R .....
5.4.1	:	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: 1. Insurance against ..... Cover is: ..... Period of cover: ..... 2. Insurance against ..... Cover is: ..... Period of cover: .....
5.5	:	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. ..... 2. .....
8.1	:	The Service Provider is to commence the performance of the Services within ..... Days of date that the Contract becomes effective.
8.4.3 (c)	:	The period of suspension under clause 8.5 is not to exceed ..... months/ weeks
12.1	:	Interim settlement of disputes is to be by mediation / adjudication
12.2 / 12.3	:	Final settlement is by arbitration
12.2.1	:	In the event that the parties fail to agree on a mediator, the mediator is nominated by .....
12.3.3	:	The adjudicator is the person appointed by the .... (name of an official within a body / association) Tel ..... Fax.....
12.4.1	:	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by .....
13.4	:	Neither the Employer nor the Service Provider is liable for any loss or damage resulting

from any occurrence unless a claim is formally made within .....months from the date of termination or completion of the Contract.

13.5.1 : The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R .....

15 : The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause

1 : The Service Provider is .....

5.3 : The authorised and designated representative of the Service Provider is:
Name: .....

1 : The Period of Performance is .....

PART 3: SCOPE OF WORK FOR QUANTITY SURVEYORS

PROJECT STAGES

Project Stages	Description
1	Inception
2	Concept and Viability (Often called Preliminary Design)
3	Design Development (also termed Detail Design)
4	Documentation and Procurement
5	Construction
6	Close-Out

STANDARD SERVICES

The services listed below are applicable to projects where the nature, form and function of the project has been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.

Stage 1 - Inception

- Assisting in developing a clear project brief
- Attending project initiation meetings
- Advising on the procurement policy for the project
- Advising on other professional consultants and services required
- Defining the quantity surveyor's scope of work and services
- Concluding the terms of the client/quantity surveyor professional services agreement with the client
- Advising on economic factors affecting the project
- Advising on appropriate financial design criteria

- Providing necessary information within the agreed scope of the project to the other professional consultants and for which the following deliverables are applicable:
  - Agreed scope of work
  - Agreed services
  - Signed client/quantity surveyor professional services agreement

Stage 2 - Concept and Viability (Often called Preliminary Design)

- Agreeing the documentation programme with the principal consultant and other professional consultants
- Attending design and consultants' meetings
- Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- Receiving relevant data and cost estimates from the other professional consultants
- Preparing preliminary and elemental or equivalent estimates of construction cost
- Assisting the client in preparing a financial viability report
- Auditing space allocation against the initial brief
- Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
  - Preliminary estimate(s) of construction cost
  - Elemental or equivalent estimate(s) of construction cost
  - Space allocation audit for the project

Stage 3 - Design Development (also termed **Detail Design)**

- Reviewing the documentation programme with the principal consultant and other professional consultants
- Attending design and consultants' meetings
- Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- Receiving relevant data and cost estimates from the other professional consultants
- Preparing detailed estimates of construction cost
- Assisting the client in reviewing the financial viability report
- Commenting on space and accommodation allowances and preparing an area schedule
- Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
  - Detailed estimate(s) of construction cost
  - Area schedule

Stage 4 - Documentation and Procurement

- Attending design and consultants' meetings
- Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- Preparing documentation for both principal and subcontract procurement

- Assisting the principal consultant with calling of tenders and/or negotiation of prices
- Assisting with financial evaluation of tenders
- Assisting with preparation of contract documentation for signature and for which the following deliverables are applicable:
  - Budget of construction cost
  - Tender documentation
  - Financial evaluation of tenders
  - Priced contract documentation

Stage 5 - Contract Administration and Inspection

- Attending the site handover
- Preparing schedules of predicted cash flow
- Preparing pro-active estimates for proposed variations for client decision-making
- Attending regular site, technical and progress meetings
- Adjudicating and resolving financial claims by the contractor(s)
- Assisting in the resolution of contractual claims by the contractor(s)
- Establishing and maintaining a financial control system
- Preparing valuations for payment certificates to be issued by the principal agent
- Preparing final account(s) including re-measurement(s) as required for the works on a progressive basis and for which the following deliverables are applicable:
  - Schedule(s) of predicted cash flow
  - Estimates for proposed variations
  - Financial control reports
  - Valuations for payment certificates
  - Progressive and draft final account(s)

Stage 6 - Close-Out

- Preparing valuations for payment certificates to be issued by the principal agent
- Concluding final account(s) and for which the following deliverables are applicable:
  - Valuations for payment certificates
  - Final account(s)

PROFESSIONAL SERVICES CONTRACT

Entered into by and between:

.....
(hereinafter "the Employer")

and

.....
(hereinafter "the Service Provider")
(hereinafter collectively as "the parties")

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract	The Contract signed by the Parties and of which these General Conditions of Contract form part.
Contract Schedule	Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.
Contract Price	The price to be paid for the performance of the Services in accordance with the Pricing Data.
Day	A calendar day
Defect	A part of the Services, as performed, which does not comply with the requirements of the Contract.
Deliverable	Any measurable, tangible, verifiable outcome, result or item that must be produced or completed
Employer	The contracting party named in the Contract who employs the Service Provider.
Force Majeure	An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
Key Persons	Persons who are named as such in the Contract Schedule (Annexure A) who will be engaged in the performance of the Services.
Others	Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.
Parties	The Employer and the Service Provider.
Period of Performance	The period within which the Services are to be performed and completed.
Personnel	Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
Personnel Schedule	A schedule naming all Personnel and Key Persons.
Pricing Data	Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project	The project named in the Contract Schedule (Annexure A) for which the Services are to be provided.
Scope of Work	The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.
Service Provider	The contracting party named in the Contract Schedule (Annexure A) who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
Services	The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.
Sub-Contractor	A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2 INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

a) Any gender includes the other genders;
b) A natural person includes a juristic person and vice versa;
c) The singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Schedule (Annexure A), the provisions of the Contract Schedule (Annexure A) shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3 GENERAL

3.1 Governing Law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in Legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Domicilium

3.4.1 The parties hereto choose domicillia citandi et executandi for all purposes of and in connection with this agreement as follows:

		("Employer")	("Service Provider")
Physical Address	:	_____	_____
		_____	_____
		_____	_____
Postal Address	:	_____	_____
		_____	_____
		_____	_____
Facsimile No.	:	_____	_____

3.4.2 Any of the parties hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

3.4.3 A notice sent by one party to another party shall be deemed to be received:

a) on the same day, if delivered by hand;
b) on the same day, if sent by telex, telefax (provided the original is immediately posted by prepaid registered mail) or cablegram;
c) on the seventh day after posting, if sent by prepaid registered mail.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Schedule (Annexure A), and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise required by the employer, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole Agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.11 Penalty

3.11.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Schedule (Annexure A).

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

a) terminate the Contract
b) complete the Services at the Service Provider's cost.

3.12 Equipment and materials furnished by the Employer

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.12.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and Impossible Requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.14 Programme

3.14.1 The Service Provider shall, within ..... days of the award of the Contract, submit to the Employer a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and

c) other information as required in terms of the Scope of Work or Contract Schedule (Annexure A).

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

4 EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
b) provide all relevant data, information, reports, correspondence and the like, which become available;
c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
d) assist in the obtaining of all approvals, licenses and permits from national, regional and municipal authorities having jurisdiction over the Project;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

4.5.1 The Employer shall immediately advise the Service Provider on becoming aware of:

a) any matter other than a change in legislation which will materially change, or has changed the Services; or
b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5 SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of Authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated Representative

Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Schedule (Annexure A).

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

5.5.1 The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

a) appointing Subcontractors for the performance of any part of the Services,
b) any other action that may be specified in the Contract Schedule (Annexure A).

5.6 **Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 **Notice of change by Service Provider**

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6 CONFLICTS OF INTEREST

6.1 **Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 **Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 **Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7 SERVICE PROVIDER'S PERSONNEL

7.1 **General**

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide qualified Persons to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel

7.2.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract.

7.2.2 The Services shall be performed for the periods of time indicated therein.

8 COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Schedule (Annexure A).

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

a) additional Services ordered by the Employer;
b) failure of the Employer to fulfil his obligations under the Contract;
c) any delay in the performance of the Services which is not due to the Service Provider's default;
d) Force Majeure; or
e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

a) where the Services are no longer required;
b) where the funding for the Services is no longer available;
c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
d) if the Service Provider becomes insolvent or liquidated; or
e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds

the period stated in the Contract Schedule (Annexure A), or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Schedule (Annexure A); or

d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested with the Service Provider. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.1 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10 SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) by a charge in favor of the Service Provider's bankers of any monies due or to become due under the Contract; or
b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11 SUBCONTRACTING

11.1 A Service Provider may subcontract any specialised work which is required to give effect to the fulfilment of the contract obligations and he does not have the skills and competency to perform.

11.2 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Sub-Contractor to perform any part of the Services without the prior written authorisation of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorisation. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a

Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12 RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Schedule (Annexure A).

12.2 Mediation

12.2.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Schedule (Annexure A). The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Schedule (Annexure A).

12.3 Adjudication

12.3.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication.

12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Schedule (Annexure A).

12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Schedule (Annexure A). If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Schedule (Annexure A), shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Schedule (Annexure A).

13 LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Schedule (Annexure A) or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and
b) the sum stated in the Contract Schedule (Annexure A) or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Schedule (Annexure A), the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14 REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

14.1 The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Schedule for fees and disbursements. If not otherwise stated, the following shall apply:

a) The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
b) Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
c) If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.1 (b) shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
d) In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Schedule (Annexure A), calculated from the due date for payment.

THUS DONE AND EXECUTED by the parties aforesaid at the places and on the dates indicated below.

Signed on behalf of ("The Employer") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

Signed on behalf of ("The Service Provider") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

ANNEXURE A

CONTRACT SCHEDULE

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause		
1	:	The Employer is .....
3.4 and 4.3.2	:	The authorised and designated representative of the Employer is: Name: .....
1	:	The Project is .....
1	:	The Period of Performance is .....
3.5	:	The location for the performance of the Project is
3.11	:	The penalty payable is R ..... per Day subject to a maximum amount of R .....
5.4.1	:	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: 1. Insurance against ..... Cover is: ..... Period of cover: ..... 2. Insurance against ..... Cover is: ..... Period of cover: .....
5.5	:	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. ..... 2. .....
8.1	:	The Service Provider is to commence the performance of the Services within ..... Days of date that the Contract becomes effective.
8.4.3 (c)	:	The period of suspension under clause 8.5 is not to exceed ..... months/ weeks
12.1	:	Interim settlement of disputes is to be by mediation / adjudication
12.2 / 12.3	:	Final settlement is by arbitration
12.2.1	:	In the event that the parties fail to agree on a mediator, the mediator is nominated by .....
12.3.3	:	The adjudicator is the person appointed by the ..... (name of an official within a body / association) Tel ..... Fax.....
12.4.1	:	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by .....
13.4	:	Neither the Employer nor the Service Provider is liable for any loss or damage resulting

from any occurrence unless a claim is formally made within .....months from the date of termination or completion of the Contract.

13.5.1 : The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R .....

15 : The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause

1 : The Service Provider is .....

5.3 : The authorised and designated representative of the Service Provider is:
Name: .....

1 : The Period of Performance is .....

PART 3: SCOPE OF WORK FOR ARCHITECTS

Project Stages	Description
1	Inception
2	Concept and Viability (Concept Design)
3	Design Development
4	Documentation and Procurement
5	Construction
6	Close-Out

STANDARD SERVICES

An architectural professional registered with SACAP is registered in a specific category of registration.

- Where architectural professionals, with registration with SACAP as architect, are employed in a standard service the architect is appointed to fulfil the obligations provided for as architectural professional, principal consultant and principal agent, also described as a 'full service'.
- Where architectural professionals, with registration with SACAP as other than architect, are employed the service to be provided and functions to be fulfilled are informed by the Identification of Work for Architectural Professionals, as separately determined by SACAP.

The essential functions of each work stage relevant to the service are identified herein as follows:

Stage 1: Inception

Receive, appraise and report on the client's requirements with regard to -

- the client's brief;
- the site and rights and constraints;
- budgetary constraints;
- the need for consultants;
- project programme; and
- methods of contracting.

Stage 2: Concept and Viability (Concept Design)

- Prepare an initial design and advise on -
  - the intended space provisions and planning relationships;
  - proposed materials and intended building services; and
  - the technical and functional characteristics of the design.
- Check for conformity of the concept with the rights to the use of the land.
- Review the anticipated costs of the project.
- Review the project programme.

Stage 3: Design Development

- Confirm the scope and complexity.
- Review the design, and consult with local and statutory authorities. Develop the design, construction system, materials and components.
- Incorporate and co-ordinate all services and the work of consultants. Review the design, costing and programme with the consultants.

Stage 4: Documentation and Procurement

Stage 4.1 - Prepare documentation required for local authority submission:

- Co-ordinate technical documentation with the consultants and complete primary co-ordination.
- Prepare specifications for the works.
- Review the costing and programme with the consultants.
- Obtain the client's authority, and submit documents for approval.

Stage 4.2 - Complete construction documentation and proceed to call for tenders:

- Obtain the client's authority to prepare documents for to procuring offers for the execution of the works.
- Obtain offers for the execution of the works.
- Evaluate offers, and recommend on awarding the building contract.
- Prepare the contract documentation, and arrange the signing of the building contract.

Stage 5: Construction

- Administer the building contract.
- Give possession of the site to the contractor. Issue construction documentation.
- Initiate and/or check sub-contract design and documentation that are appropriate.
- Inspect the works for conformity to the contract documentation and acceptable quality in terms of industry standards.
- Administer and perform the duties and obligations assigned to the principal agent in the JBCC building contract, or fulfil the obligations provided for in other forms of the contract.
- Issue the certificate of practical completion.
- Assist the client in obtaining the occupation certificate.

Stage 6: Close-out

- Facilitate the project close-out including the preparation of the necessary documentation to effect completion, handover and operation of the project.
- When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to contract completion.
- Provide the client with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors.

SUPPLEMENTARY SERVICES

Special Design Services

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, which may include:

- Rational design by other consultants - participation in the preparation of rational designs
- Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities
- Master planning - defining and planning the layout of future development of buildings and/or services on the same site
- Landscape design -participation in landscape planning and construction
- Interior design - the design of interiors and the selection of furnishings, fixtures and special finishes
- Liaison with special designers and specialist consultants
- Purpose-made items -the design and documentation of purpose-made items
- Promotional material and art work -participation in the preparation of promotional material
- Plant operation and production layouts -participation in the definition of plant operation layouts

Special Management Services

- Elaboration of architectural professionals' services including inter alia: the preparation of broad project parameters, project scope statements, project milestones, budget and cash-flow forecasts, tender enquiry documentation, contractor and supplier selection, adjudication and tender awards, progress status monitoring, variations management, quality management over and above the industry norm, communication management, payment processing and final account close-outs
- Cost and valuation services - participation in the administration of costs and payments where a quantity surveyor has not been appointed
- Special inspections - more intensive inspections and assessment of the works than the norm for assessing compliance with specifications

Special Studies

- Preparation of the client's brief - assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project
- Site selection - research the suitability and location of a site for a proposed project
- Feasibility studies -participation in technical and/or economic feasibility studies
- Environmental studies -participation in environmental studies
- Energy analysis, studies and planning
- Energy studies - participation in energy studies
- Market surveys - participation in market surveys
- Traffic studies - participation in traffic-flow studies

Work On Existing Premises

- Surveys and inspections - inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed
- Restorations and renovations - services in connection with work on existing buildings
- Heritage buildings -services in connection with work on heritage buildings
- Services in connection with demolition permits of existing buildings

Other Services

- Participation in litigation and dispute resolution (where a concurrent service is provided)
- Additional services mutually agreed on

PROFESSIONAL SERVICES CONTRACT

Entered into by and between:

.....
(hereinafter "the Employer")

and

.....
(hereinafter "the Service Provider")
(hereinafter collectively as "the parties")

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract	The Contract signed by the Parties and of which these General Conditions of Contract form part.
Contract Schedule	Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.
Contract Price	The price to be paid for the performance of the Services in accordance with the Pricing Data.
Day	A calendar day
Defect	A part of the Services, as performed, which does not comply with the requirements of the Contract.
Deliverable	Any measurable, tangible, verifiable outcome, result or item that must be produced or completed
Employer	The contracting party named in the Contract who employs the Service Provider.
Force Majeure	An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
Key Persons	Persons who are named as such in the Contract Schedule (Annexure A) who will be engaged in the performance of the Services.
Others	Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.
Parties	The Employer and the Service Provider.
Period of Performance	The period within which the Services are to be performed and completed.
Personnel	Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
Personnel Schedule	A schedule naming all Personnel and Key Persons.
Pricing Data	Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project	The project named in the Contract Schedule (Annexure A) for which the Services are to be provided.
Scope of Work	The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.
Service Provider	The contracting party named in the Contract Schedule (Annexure A) who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
Services	The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.
Sub-Contractor	A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2 INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

a) Any gender includes the other genders;
b) A natural person includes a juristic person and vice versa;
c) The singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Schedule (Annexure A), the provisions of the Contract Schedule (Annexure A) shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3 GENERAL

3.1 Governing Law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in Legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Domicilium

3.4.1 The parties hereto choose domicillia citandi et executandi for all purposes of and in connection with this agreement as follows:

		("Employer")	("Service Provider")
Physical Address	:	_____	_____
		_____	_____
		_____	_____
Postal Address	:	_____	_____
		_____	_____
		_____	_____
Facsimile No.	:	_____	_____

3.4.2 Any of the parties hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

3.4.3 A notice sent by one party to another party shall be deemed to be received:

a) on the same day, if delivered by hand;
b) on the same day, if sent by telex, telefax (provided the original is immediately posted by prepaid registered mail) or cablegram;
c) on the seventh day after posting, if sent by prepaid registered mail.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Schedule (Annexure A), and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise required by the employer, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole Agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.11 Penalty

3.11.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Schedule (Annexure A).

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

a) terminate the Contract
b) complete the Services at the Service Provider's cost.

3.12 Equipment and materials furnished by the Employer

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.12.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and Impossible Requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.14 Programme

3.14.1 The Service Provider shall, within ..... days of the award of the Contract, submit to the Employer a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and

c) other information as required in terms of the Scope of Work or Contract Schedule (Annexure A).

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

4 EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
b) provide all relevant data, information, reports, correspondence and the like, which become available;
c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
d) assist in the obtaining of all approvals, licenses and permits from national, regional and municipal authorities having jurisdiction over the Project;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

4.5.1 The Employer shall immediately advise the Service Provider on becoming aware of:

a) any matter other than a change in legislation which will materially change, or has changed the Services; or
b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5 SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of Authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated Representative

Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Schedule (Annexure A).

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

5.5.1 The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

a) appointing Subcontractors for the performance of any part of the Services,
b) any other action that may be specified in the Contract Schedule (Annexure A).

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6 CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7 SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide qualified Persons to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel

7.2.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract.

7.2.2 The Services shall be performed for the periods of time indicated therein.

8 COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Schedule (Annexure A).

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

a) additional Services ordered by the Employer;
b) failure of the Employer to fulfil his obligations under the Contract;
c) any delay in the performance of the Services which is not due to the Service Provider's default;
d) Force Majeure; or
e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

a) where the Services are no longer required;
b) where the funding for the Services is no longer available;
c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
d) if the Service Provider becomes insolvent or liquidated; or
e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds

the period stated in the Contract Schedule (Annexure A), or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Schedule (Annexure A); or

d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested with the Service Provider. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.1 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10 SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) by a charge in favor of the Service Provider's bankers of any monies due or to become due under the Contract; or
b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11 SUBCONTRACTING

11.1 A Service Provider may subcontract any specialised work which is required to give effect to the fulfilment of the contract obligations and he does not have the skills and competency to perform.

11.2 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Sub-Contractor to perform any part of the Services without the prior written authorisation of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorisation. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a

Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12 RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Schedule (Annexure A).

12.2 Mediation

12.2.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Schedule (Annexure A). The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Schedule (Annexure A).

12.3 Adjudication

12.3.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication.

12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Schedule (Annexure A).

12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Schedule (Annexure A). If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Schedule (Annexure A), shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Schedule (Annexure A).

13 LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Schedule (Annexure A) or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and
b) the sum stated in the Contract Schedule (Annexure A) or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Schedule (Annexure A), the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14 REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

14.1 The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Schedule for fees and disbursements. If not otherwise stated, the following shall apply:

a) The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
b) Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
c) If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.1 (b) shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
d) In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Schedule (Annexure A), calculated from the due date for payment.

THUS DONE AND EXECUTED by the parties aforesaid at the places and on the dates indicated below.

Signed on behalf of ("The Employer") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

Signed on behalf of ("The Service Provider") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

ANNEXURE A

CONTRACT SCHEDULE

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause		
1	:	The Employer is .....
3.4 and 4.3.2	:	The authorised and designated representative of the Employer is: Name: .....
1	:	The Project is .....
1	:	The Period of Performance is .....
3.5	:	The location for the performance of the Project is
3.11	:	The penalty payable is R ..... per Day subject to a maximum amount of R .....
5.4.1	:	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: 1. Insurance against ..... Cover is: ..... Period of cover: ..... 2. Insurance against ..... Cover is: ..... Period of cover: .....
5.5	:	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. ..... 2. .....
8.1	:	The Service Provider is to commence the performance of the Services within ..... Days of date that the Contract becomes effective.
8.4.3 (c)	:	The period of suspension under clause 8.5 is not to exceed ..... months/ weeks
12.1	:	Interim settlement of disputes is to be by mediation / adjudication
12.2 / 12.3	:	Final settlement is by arbitration
12.2.1	:	In the event that the parties fail to agree on a mediator, the mediator is nominated by .....
12.3.3	:	The adjudicator is the person appointed by the ..... (name of an official within a body / association) Tel ..... Fax.....
12.4.1	:	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by .....
13.4	:	Neither the Employer nor the Service Provider is liable for any loss or damage resulting

from any occurrence unless a claim is formally made within .....months from the date of termination or completion of the Contract.

13.5.1 : The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R .....

15 : The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause

1 : The Service Provider is .....

5.3 : The authorised and designated representative of the Service Provider is:
Name: .....

1 : The Period of Performance is .....

PART 3: SCOPE OF WORK

PROJECT MANAGER /PRINCIPAL CONSULTANT / PROGRAMME MANAGER SCOPE OF SERVICES

The primary objective of the Services is to ensure that the delivery of related projects is in accordance with agreed quality standards, timelines and budgets as well as identifying and addressing the deficiencies and challenges within the infrastructure delivery system in order to improve the pace and quality of delivery. The Project Manager / Programme Manager/ Principal Consultant shall provide the under mentioned services and any other services related to the scope of work hereinbefore described which may reasonably be required for the successful completion of the works and the project excluding services related to mediation, arbitration and/or litigation

SERVICE	DESCRIPTION	
PROJECT MANAGEMENT	STAGE 1: INCEPTION Establish the client requirements and preferences, assess user needs and options, appointment of necessary Project Manager / Principal Consultant / Principal Agent s, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies	• Facilitate development of a clear project brief • Establish procurement policy for the project. • Assist the client in the procurement of necessary and appropriate other Consultants including the clear definition of their roles and responsibilities • Establish in conjunction with the client, other Project Manager / Principal Consultant / Programme Manager and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project • Define the Project Manager / Principal Consultant / Programme Manager's scope of work and services • Conclude the terms of the agreement with the client • Facilitate a schedule of the required consents and approvals • Prepare, co-ordinate and monitor a project initiation programme • Facilitate client approval of all Stage 1 documentation

SERVICE	DESCRIPTION	
	STAGE 2: CONCEPT AND VIABILITY Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and preliminary programme and viability of the project	• Assist the client in procurement of the other Consultants • Advise the client on the requirement to appoint a health and safety Project Manager / Principal Consultant / Programme Manager • Communicate the project brief to the other Consultants and monitor the development of the concept and viability • Agree format and procedures for cost control and reporting by the other Consultants • Prepare a documentation programme and indicative construction programme • Co-ordinate concept and viability documentation for presentation to the client for approval • Facilitate approval of the concept and viability by the client • Facilitate approval of the concept and viability by statutory authorities
	STAGE 3: DESIGN DEVELOPMENT Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project	• Agree and implement communication processes and procedures for the design development of the project • Provide client with professional advice as to the necessity of further surveys, special visits, use of specialist consultants, setting out or staking out the works, and arranging for same to be carried out at client's expense once same are approved by client • Assist the client in the procurement of the necessary other Consultants including the clear definition of their roles and responsibilities • Prepare, co-ordinate, agree and monitor a detailed design and documentation program • Conduct and record Consultants' and management meetings • Facilitate input required by health and safety Consultant • Facilitate design reviews for compliance and cost control • Facilitate timeous technical co-ordination • Facilitate client approval of all Stage 3 documentation

SERVICE	DESCRIPTION	
	STAGE 4: DOCUMENTATION AND PROCUREMENT Prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project	• Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other Consultants • Prepare and agree the procurement programme • Advise the client, in conjunction with the other Consultants on the appropriate insurances • Co-ordinate and monitor preparation of procurement documentation by Consultants in accordance with the project procurement programme • Manage procurement process and recommended contractors for approval by the client • Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works • Co-ordinate and assemble the contract documentation for signature

SERVICE	DESCRIPTION	
	STAGE 5: CONSTRUCTION	• Arrange site handover to the contractor • Establish construction documentation issue process • Agree and monitor issue and distribution of construction documentation • Instruct the contractor on behalf of the client to appoint subcontractors • Conduct and record regular site meetings • Monitor, review and approve the preparation of the construction programme by the contractor • Regularly monitor performance of the contractor against the construction programme • Adjudicate entitlements that arise from changes required to the construction programme • Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s) • Agree quality assurance procedures and monitor implementation thereof by the other Consultants and the contractors • Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety Consultant • Monitor preparation of the environmental management plan by the environmental Consultant • Establish procedures for monitoring scope and cost variations • Monitor, review, approve and issue certificates • Receive, review and adjudicate any contractual claims • Monitor preparation of financial control reports by the other Consultants • Prepare and submit progress reports • Coordinate, monitor and issue practical completion lists and the certificate of practical completion
	STAGE 6: CLOSE-OUT Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project	• Co-ordinate and monitor rectification of defects • Manage procurement of operations and maintenance manuals, guarantees and warranties • Manage preparation of as-built drawings and documentation • Manage procurement of outstanding statutory certificates • Monitor, review and issue payment certificates • Issue completion certificates • Manage agreement of final account(s) • Prepare and present the project close-out report

SERVICE	DESCRIPTION
OTHER SERVICES The Project Manager may by prior mutual consent provide the following supplementary services subject to	• Drafting of appointment contracts for other consultants and contractors. • Project management services in relation to direct contractors engaged by the Client, such as those engaged for furniture, fittings and equipment. • Mediation, arbitration and litigation proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings. • All work arising out of the failure of any consultant, consultant, contractor, supplier or other external party to perform its obligations. • Services required in respect of damage to or destruction of the Works, insurance matters, postponement or cancellation of agreements. • Additional services resulting from changes by the Client to previously issued instructions. • Construction management and site co-ordination of various contractors engaged by the Client in the event that more than one contractor is appointed. • Acting as facilitator and Coordinator between the Tenant and the Client and other Consultants in so far as tenant installation requirements are concerned. • Manage the administration and financial payment of Consultants and Contractors on behalf of client.
DEVELOPMENT MANAGEMENT SERVICES	• Facilitate the opportunity realisation process • Procuring of land and finance • Procuring of tenants, tenant co-ordination and tenant installations • Drafting of appointment contracts for other members of the professional team • Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment • Mediation, arbitration proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings • All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations • Services required in respect of damage to or destruction of the works, insurance matters, postponement or cancellation of agreements • Additional services resulting from changes by the client to previously issued instructions • Any other services not specifically incorporated in the identified scope of services mentioned in this document
INDEPENDENT CERTIFYING & VALUE ENGINEERING	• the confirmation of interim payment certificates generally on a monthly basis based on verification of statements submitted third parties; • Multi-disciplinary reviewing, monitoring and inspection services relating to the design, construction, manufacture, installation and commissioning of the infrastructure/facilities and associated work; • Completion services relating to the issue of the Operating Commencement Certificate and the eventual issue of the Certificate of Final Completion; and • Additional services as required by the Employer.

PART 4: SCHEDULE OF FEES AND DISBURSEMENTS

All fees and disbursements set out hereunder are exclusive of VAT.

The agreed fee and disbursement payable by the Employer to the Project Manager for the Services as defined under the Scope of Services and as based and calculated on the parameters referred to in 14.1 of this Agreement as follows:

Service Description	Fee Calculation
Construction Project Management Services	The latest Guideline Scope of Services and Tariff of Fees for Registered Persons as defined by the South African Council for the Project and Construction Management Professions established by section 2 of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)
Programme Management	2 % of Total Programme Cost
Development Management	2 % of Development Cost
Supplementary Services	2 % of Total Project Cost
Disbursements	Actual and Proven Cost

PROFESSIONAL SERVICES CONTRACT

Entered into by and between:

.....
(hereinafter "the Employer")

and

.....
(hereinafter "the Service Provider")
(hereinafter collectively as "the parties")

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract	The Contract signed by the Parties and of which these General Conditions of Contract form part.
Contract Schedule	Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.
Contract Price	The price to be paid for the performance of the Services in accordance with the Pricing Data.
Day	A calendar day
Defect	A part of the Services, as performed, which does not comply with the requirements of the Contract.
Deliverable	Any measurable, tangible, verifiable outcome, result or item that must be produced or completed
Employer	The contracting party named in the Contract who employs the Service Provider.
Force Majeure	An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
Key Persons	Persons who are named as such in the Contract Schedule (Annexure A) who will be engaged in the performance of the Services.
Others	Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.
Parties	The Employer and the Service Provider.
Period of Performance	The period within which the Services are to be performed and completed.
Personnel	Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
Personnel Schedule	A schedule naming all Personnel and Key Persons.
Pricing Data	Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project	The project named in the Contract Schedule (Annexure A) for which the Services are to be provided.
Scope of Work	The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.
Service Provider	The contracting party named in the Contract Schedule (Annexure A) who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
Services	The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.
Sub-Contractor	A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2 INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

a) Any gender includes the other genders;
b) A natural person includes a juristic person and vice versa;
c) The singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Schedule (Annexure A), the provisions of the Contract Schedule (Annexure A) shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3 GENERAL

3.1 Governing Law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in Legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Domicilium

3.4.1 The parties hereto choose domicillia citandi et executandi for all purposes of and in connection with this agreement as follows:

		("Employer")	("Service Provider")
Physical Address	:	_____	_____
		_____	_____
		_____	_____
Postal Address	:	_____	_____
		_____	_____
		_____	_____
Facsimile No.	:	_____	_____

3.4.2 Any of the parties hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

3.4.3 A notice sent by one party to another party shall be deemed to be received:

a) on the same day, if delivered by hand;
b) on the same day, if sent by telex, telefax (provided the original is immediately posted by prepaid registered mail) or cablegram;
c) on the seventh day after posting, if sent by prepaid registered mail.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Schedule (Annexure A), and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise required by the employer, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole Agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.11 Penalty

3.11.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Schedule (Annexure A).

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

a) terminate the Contract
b) complete the Services at the Service Provider's cost.

3.12 Equipment and materials furnished by the Employer

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.12.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and Impossible Requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.14 Programme

3.14.1 The Service Provider shall, within ..... days of the award of the Contract, submit to the Employer a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and

c) other information as required in terms of the Scope of Work or Contract Schedule (Annexure A).

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

4 EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
b) provide all relevant data, information, reports, correspondence and the like, which become available;
c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
d) assist in the obtaining of all approvals, licenses and permits from national, regional and municipal authorities having jurisdiction over the Project;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

4.5.1 The Employer shall immediately advise the Service Provider on becoming aware of:

a) any matter other than a change in legislation which will materially change, or has changed the Services; or
b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5 SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of Authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated Representative

Unless otherwise communicated, the authorised and designated person named in the Contract Schedule (Annexure A) has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Schedule (Annexure A).

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

5.5.1 The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

a) appointing Subcontractors for the performance of any part of the Services,
b) any other action that may be specified in the Contract Schedule (Annexure A).

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6 CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7 SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide qualified Persons to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel

7.2.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract.

7.2.2 The Services shall be performed for the periods of time indicated therein.

8 COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Schedule (Annexure A).

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

a) additional Services ordered by the Employer;
b) failure of the Employer to fulfil his obligations under the Contract;
c) any delay in the performance of the Services which is not due to the Service Provider's default;
d) Force Majeure; or
e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

a) where the Services are no longer required;
b) where the funding for the Services is no longer available;
c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
d) if the Service Provider becomes insolvent or liquidated; or
e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds

the period stated in the Contract Schedule (Annexure A), or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Schedule (Annexure A); or

d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested with the Service Provider. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.1 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10 SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) by a charge in favor of the Service Provider's bankers of any monies due or to become due under the Contract; or
b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11 SUBCONTRACTING

11.1 A Service Provider may subcontract any specialised work which is required to give effect to the fulfilment of the contract obligations and he does not have the skills and competency to perform.

11.2 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Sub-Contractor to perform any part of the Services without the prior written authorisation of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorisation. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a

Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12 RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Schedule (Annexure A).

12.2 Mediation

12.2.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Schedule (Annexure A). The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Schedule (Annexure A).

12.3 Adjudication

12.3.1 If the Contract Schedule (Annexure A) does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication.

12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Schedule (Annexure A).

12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Schedule (Annexure A). If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Schedule (Annexure A), shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Schedule (Annexure A).

13 LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Schedule (Annexure A) or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and
b) the sum stated in the Contract Schedule (Annexure A) or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Schedule (Annexure A), the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14 REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

14.1 The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Schedule for fees and disbursements. If not otherwise stated, the following shall apply:

a) The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
b) Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
c) If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.1 (b) shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
d) In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Schedule (Annexure A), calculated from the due date for payment.

THUS DONE AND EXECUTED by the parties aforesaid at the places and on the dates indicated below.

Signed on behalf of ("The Employer") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

Signed on behalf of ("The Service Provider") ..... (Company Registration No.

.....) by .....at ..... on this .....day

of..... 20..... Signature: _____

Witnesses:

1. _____ 2. _____

ANNEXURE A

CONTRACT SCHEDULE

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause		
1	:	The Employer is .....
3.4 and 4.3.2	:	The authorised and designated representative of the Employer is: Name: .....
1	:	The Project is .....
1	:	The Period of Performance is .....
3.5	:	The location for the performance of the Project is
3.11	:	The penalty payable is R ..... per Day subject to a maximum amount of R .....
5.4.1	:	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: 1. Insurance against ..... Cover is: ..... Period of cover: ..... 2. Insurance against ..... Cover is: ..... Period of cover: .....
5.5	:	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. ..... 2. .....
8.1	:	The Service Provider is to commence the performance of the Services within ..... Days of date that the Contract becomes effective.
8.4.3 (c)	:	The period of suspension under clause 8.5 is not to exceed ..... months/ weeks
12.1	:	Interim settlement of disputes is to be by mediation / adjudication
12.2 / 12.3	:	Final settlement is by arbitration
12.2.1	:	In the event that the parties fail to agree on a mediator, the mediator is nominated by .....
12.3.3	:	The adjudicator is the person appointed by the ..... (name of an official within a body / association) Tel ..... Fax.....
12.4.1	:	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by .....
13.4	:	Neither the Employer nor the Service Provider is liable for any loss or damage resulting

from any occurrence unless a claim is formally made within .....months from the date of termination or completion of the Contract.

13.5.1 : The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R .....

15 : The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause

1 : The Service Provider is .....

5.3 : The authorised and designated representative of the Service Provider is:
Name: .....

1 : The Period of Performance is .....

PART 3: SCOPE OF WORK FOR CONSULTING ENGINEERS (CIVIL, STRUCTURAL, ELECTRICAL & MECHANICAL)

PROJECT STAGES

Project Stages	Description
1	Inception
2	Concept and Viability (Often called Preliminary Design)
3	Design Development (also termed Detail Design)
4	Documentation and Procurement
5	Contract Administration and Inspection
6	Close-Out

STANDARD SERVICES

The services listed below are applicable to projects where the nature, form and function of the project has been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.

Stage 1 - Inception

Establish client requirements and preferences, refine user needs and options. Appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies;

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.

- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

Stage 2 - Concept and Viability (Often called Preliminary Design)

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project;

- Agree documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.
- Coordinate design interfaces with other consultants involved.
- Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on fife cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Stage 3 - Design Development (also termed Detail Design)

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project;

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultant's designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

Stage 4 - Documentation and Procurement

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project;

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.

- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings and schedules for compliance with approved budget.
- Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- Evaluate tenders.
- Prepare contract documentation for signature
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- Assess samples and products for compliance and design intent

Stage 5 - Contract Administration and Inspection

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works;

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct, witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Stage 6 - Close-Out

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project

- Inspect and verify the rectification of defects
- Receive, comment and approve relevant payment valuations and completion certificates
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.

From: Vikash Narsai <vikash@vnac.co.za>
Sent: Monday, 15 June 2015 16:05
To: Mokotedi Mogadime (mokotedi@live.com) <mokotedi@live.com>
Cc: rakesh@vnac.co.za
Subject: FW: Emzinoni Project

Hi Mokotedi,

Herewith fee schedule as requested. In this regard please note that technically you can justify claiming up to stage 3, as in essence the design development has been undertaken.

Kind regards

Vikash Narsai
C.E.O
Pr CPM;Pr CM
VNA
CONSULTING

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MOKABA RIDGE
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Estimated Consulting Primary Costs Cash Flow Summary	
Estimated Primary Development Cost	254 880 000.00
Consulting Fee Cap	15%
Consulting Fee Value	38 232 000.00

Professional Consulting Team:	
Precint Architect and Project Managers	ProjectWorks
Civil Engineer (Storm water, Roads and Traffic)	CivilConcepts
Civil Engineer (Water and Waste Water)	Sefako Civil
Quantity Surveyor	QC Consult Afrca
Electical Engineer	GeoPower

Phase Invoicing Approach			
Phase	**Detail**	**% of Fee**	**R Value of total fee**
1	Inception	5%	1 911 600.00
2	Concept Viability	20%	7 646 400.00
3	Design Development	20%	7 646 400.00
4	Technical Documentation	25%	9 558 000.00
5	Construction	25%	9 558 000.00
6	Close out	5%	1 911 600.00
Total (Excl VAT)		100%	38 232 000.00

Estimated Consulting Seconadry Costs Cash Flow Summary	
Estimated Primary Development Cost	212 600 000.00
Consulting Fee Cap	15%
Consulting Fee Value	31 890 000.00

Professional Consulting Team:	
Precint Architect and Project Managers	ProjectWorks
Civil Engineer (Storm water, Roads and Traffic)	CivilConcepts
Civil Engineer (Water and Waste Water)	Setako Civil
Quantity Surveyor	QC Consult Afrca
Electical Engineer	GeoPower

Phase Invoicing Approach

Phase	Detail	% of Fee	R Value of total fee	Fee Due At This Stage
1	Inception	5%	1 594 500.00	**1 594 500.00**
2	Concept Viability	20%	6 378 000.00	**6 378 000.00**
3	Design Development	20%	6 378 000.00	**6 378 000.00**
4	Technical Documentation	25%	7 972 500.00	
5	Construction	25%	7 972 500.00	
6	Close out	5%	1 594 500.00	
Total (Excl VAT)		100%	31 890 000.00	**14 350 500.00**

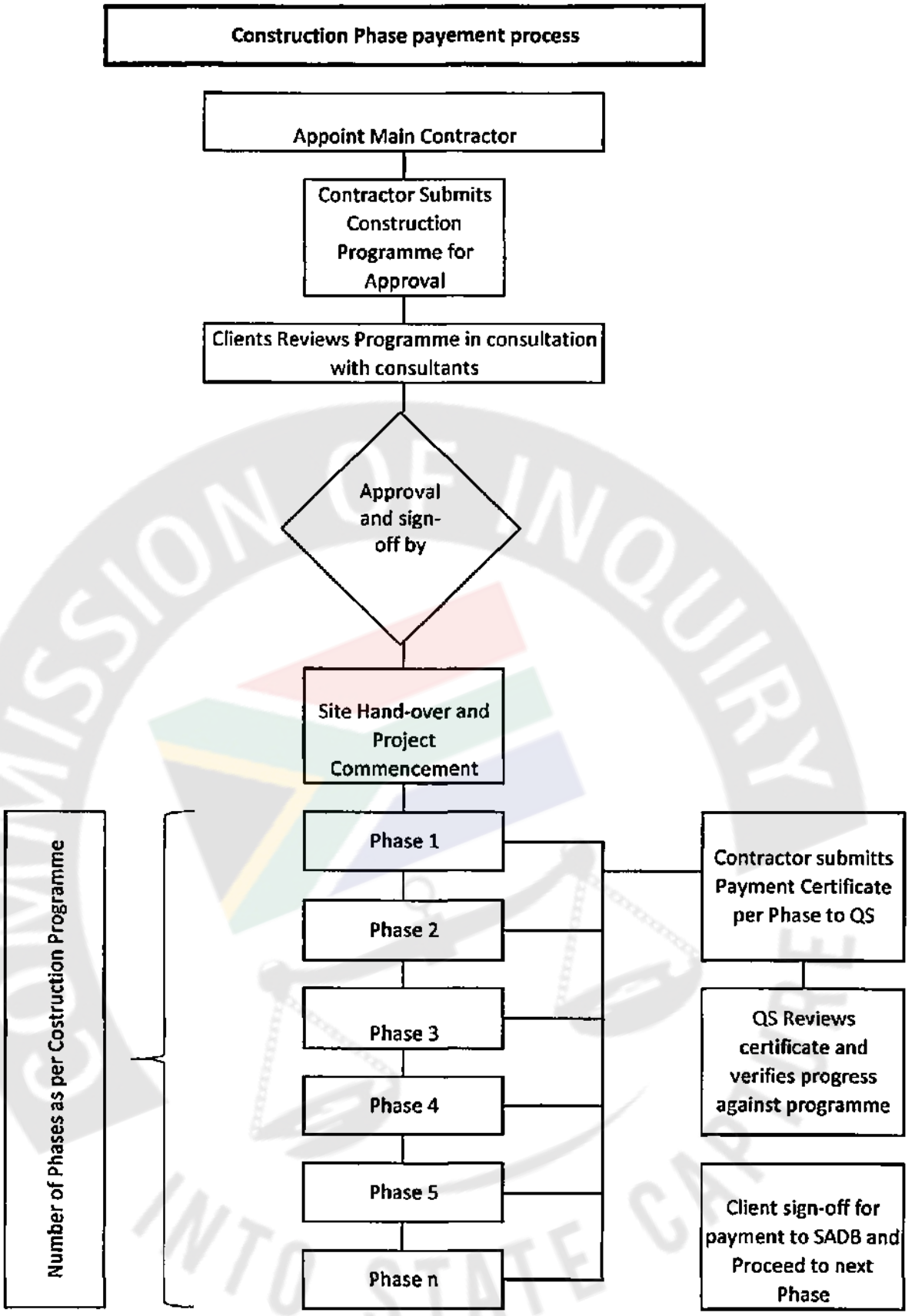
Estimated Consulting Total Costs Cash Flow Summary

Estimated Primary Development Cost	467 480 000.00	467 480 000.00
Consulting Fee Cap	15%	1.00%
Consulting Fee Value	70 122 000.00	4674800
		5.00%
		233740

Professional Consulting Team:	
Precint Architect and Project Managers	ProjectWorks
Civil Engineer (Storm water, Roads and Traffic)	CivilConcepts
Civil Engineer (Water and Waste Water)	Sefako Civil
Quantity Surveyor	QC Consult Afrca
Electical Engineer	GeoPower

Phase Invoicing Approach

Phase	Detail	% of Fee	R Value of total fee	Fee Due At This Stage
1	Inception	5%	3 506 100.00	**3 506 100.00**
2	Concept Viability	20%	14 024 400.00	**14 024 400.00**
3	Design Development	20%	14 024 400.00	**14 024 400.00**
4	Technical Documentation	25%	17 530 500.00	
5	Construction	25%	17 530 500.00	
6	Close out	5%	3 506 100.00	
Total (Excl VAT)		100%	70 122 000.00	**31 554 900.00**


Construction Phase payement process
Appoint Main Contractor
Contractor Submits Construction Programme for Approval
Clients Reviews Programme in consultation with consultants
Approval and sign-off by
Site Hand-over and Project Commencement
Number of Phases as per Costruction Programme
Phase 1
Phase 2
Phase 3
Phase 4
Phase 5
Phase n
Contractor submitts Payment Certificate per Phase to QS
QS Reviews certificate and verifies progress against programme
Client sign-off for payment to SADB and Proceed to next Phase

PROPOSED TOWNSHIP
EMZINONI EXTENSION 11 DEVELOPMENT

Scope of Work

For

ProjectWorks

PROPOSED TOWNSHIP EMZINONI EXTENSION 11 DEVELOPMENT
Response to Scope of Work for Project Management and Architectural Services.

ProjectWorks hereby refers to the Project Development Plan Phase 1 (Design and Construction of Civil work and roads including relevant services eg Electrical, Water, Sewer, Stormwater, Sidewalks and Hardscapes etc). ProjectWorks will be the appointed Project Managers/Principal Agent and Architects on the project.

1. **Project Management :**

1.1. The Project Managers are extensions of the Client, providing support and an independent contact point to the Client which would normally be provide by the Client in his conventional role.

1.2. Our service is based on the Guideline Scope of Services document as published by the South African Council for the Project and Construction Management Professionals (SACPCMP), latest edition.

1.3. The main roles and responsibilities of the Project Managers are, however, briefly summarized as follows and will assist the Client with, inter alia, the following:

1.3.1. Development and maintenance of the various standard documents, contracts and tender specifications, tender evaluation criteria, tendering procedures and entering into contracts.

1.3.2. Evaluation and recommendation of designs.

1.3.3. Management of Consultants.

1.3.4. Co-ordination of site and design meetings in order to optimize the input of the Client.

1.3.5. Budget and financial control and management.

1.3.6. Certification of payments for Contractors.

1.3.7. Handling of variation orders/scope changes.

1.3.8. Evaluation and recommendation of claims.

1.3.9. Management of data from source to ensure accurate information.

1.3.10. Development of standard and specific reports.

1.3.11. Monitoring and provision of project reports on a monthly basis.

1.3.12. Overall monitoring of quality.

1.3.13. Preparation of ad hoc reports on requests from the Client.

1.3.14. Regular progress meetings with the Client.

1.3.15. Provide ad hoc support on an as and when required basis.

1.3.16. Project close-out.

1.3.17. Main Deliverables are as follows:

1.3.18. Signed Consultant and client Agreements.

1.3.19. Procurement policy

1.3.20. Agreed Contract Programme.

1.3.21. Adjudication and award of Contractual claims.

1.3.22. Construction Documentation Schedule.

1.3.23. Monthly progress Payment Certificates.

1.3.24. Monthly Project Progress Reports.

1.3.25. Record of all meeting.

1.3.26. Certificates of Practical Completion

2. **Architect :**

2.1. Our service is based on the Guideline Scope of Services document as published by the South African Council for the Architectural Profession (SACAP), latest edition

2.2. The main roles and responsibilities of the Architect are, however, briefly summarized as follows and will assist the Client with, inter alia, the following:

2.2.1. Development and execution of an Urban Design Framework (UDF) :

2.2.2. Development guidelines for:

2.2.3. Open space:

2.2.3.1. Definition (categorisation) of open space

2.2.3.2. Character of open space

2.2.3.3. Interface with surroundings

2.2.4. Housing

2.2.4.1. Housing typology and density

2.2.4.2. Interface with street

2.2.5. Non-residential development

2.2.5.1. Type and character

2.2.5.2. Locational criteria

2.2.5.3. Proposed mix of land use

2.2.5.4. Building massing

2.2.5.5. Interface with street and surrounding development

2.2.6. Street

2.2.6.1. Category

2.2.6.2. Character

2.2.6.3. Street sections

2.2.7. Sense of place elements

2.2.7.1. Gateways

2.2.7.2. Vistas

2.2.7.3. Landmarks.

2.2.8. Design coordination meetings with the relevant appointed consultants regarding the project and their specific scope, services etc and draft a conceptual design for discussion with the client.

2.2.9. Development of conceptual designs by having various design development meetings with the client as well as consultants on board.

2.2.10. Coordination of all services by other professionals (consultants and specialist appointed by the client)

2.2.11. Production of Technical drawings in CAD

2.2.12. Production of construction drawings

2.2.13. Construction management and administration

2.2.14. The main deliverables are as follows:

2.2.15. Project brief

2.2.16. Site development plan

2.2.17. Architectural drawings in CAD format

2.2.18. Detail designs

2.2.19. Local authority submissions

2.2.20. Tender drawings and specifications

2.2.21. Quality control

2.2.22. As Built drawings and manuals

2.2.23. Completion certificate

2.2.24. Project close out reports

3. **Key Project Deliverables for ProjectWorks :**

3.1. Understanding and interpreting the client's objectives

3.2. Co-ordination of services

3.3. Innovative & well thought through designs

3.4. Environmental consciousness in applying design principles

3.5. Ability to work nationally

3.6. Seamless integration into multi-disciplinary professional teams

3.7. Enthusiasm & commitment to delivering a cutting edge product

Emzinoni Smart Growth Village

Contact List

Date : 07 February 2014

Present :

Name :	Company :	Project Function :	Cel Number :	e-mail :
Maryke Cronje (MC)	ProjectWorks (PW)	Precinct Architects/Project Managers	083 212 2883	maryke@projectworks.co.za
Leboke Mphela (LP)	ProjectWorks (PW)	Precinct Architects/Project Managers	073 140 0436	leboke@projectworks.co.za
Mokotedi Magadime (MM)	Octics (OT)	Programme Manager	082 313 4949	mokotedi@live.com
January Nale (JN)	QSConsult (QSC)	Quantity Surveyors	083 305 1700	january@qsconsult.co.za
Bertus Lubbe (BL)	QSConsult (QSC)	Quantity Surveyors	079 525 6270	bertus@qsconsult.co.za
Leendert Zietsman (LZ)	Civilconcepts (CC)	Civil, Structural and Traffic Engineers	084 619 5838	leendert@civilconcepts.co.za
Robert Zietsman (RZ)	Geopower (GP)	Electrical Engineers	082 800 6000	robert@geopower.co.za
Viljoen du Plessis (VdP)	Metroplan Town Planners and Urban Designers (MP)	Urban Designers	082 887 1767	viljoen@metroplan.net

EMZINONI EXTENSION 11

SCOPING REPORT

WATER & SEWER INFRASTRUCTURE

sefako

MARCH 2014

PREPARED FOR:

OCTICS HOLDINGS (PTY)LTD
Business Centre
Design Quarters Precinct
Fourways

PREPARED BY:

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TABLE OF CONTENTS

1. INTRODUCTION

The Emzinoni Extension 11 development has been planned as a mixed use phased development and includes a significant extend of the social housing development. The purpose of this report is to identify the scope of work to be covered specifically for water and sanitation infrastructure. This report will, to a minimal extend, address the status quo of the existing bulk infrastructure relating to water and sanitation and also assess the requirements for additional bulk services. It also highlights the constraints on development as a result of the unavailability and/or provision of such additional bulk infrastructure required for the construction of 2087 housing units (Low-medium density and medium density residential), 8 hectares of high density residential and subsidised housing as well as commercial and industrial Components.

1.1 Locality

The site, which is approximately 296ha in size, is located immediately to the south of Emzinoni Township, Bethal. Access is gained via several dirt roads of the R38 and from Emzinoni Township (EEC, 2011). The site is situated on a Portion of the Remainder of Portion 6 and a Portion of the Remainder of Portion 106 of the Farm Blesbokspruit 150-IS, in Bethal under the jurisdiction of the Govan Mbeki Municipality.

1.2 General Description of the Site

The site consists of plain, gently sloping to the Blesbokspruit further to the south. The north eastern section consists of degraded/secondary grassland and the south western section of natural grassland. A wetland is present in a drainage line on the central western section and another seepage area is present on the higher slope to the north (EEC, 2011)

Prominent impacts present are clay mining activities and the Municipal waste landfill site on the central and south western sections and encroaching informal settlements on the eastern section. Two formal cemeteries are also present on the site. Certain aspects of the waste site is not well managed and it is not fenced, resulting in obvious negative impacts on the surrounding environment, including windblown refuge onto the grassland and probably pollution of surface and ground water (EEC, 2011).

1.3 Topography

The general topography of the site undulates throughout and poses a major challenge for the design of services, especially gravity based sewer reticulation. The site drains mostly to the south without any consistent pattern.

1.4 Environmental Impact

According to Kammeyer (2011), the following environmental issues were identified and subsequently investigated thoroughly in the Environmental Impact Assessment report :

- Terrestrial and aquatic ecology;
- Surface and stormwater management;
- Social impacts including compatibility with surrounding land use;
- Impacts due to the construction activities and
- Traffic, health and safety.

The environmental authorisation for the proposed township development was granted by the Mpumalanga Department of Development, Environment and Tourism on the 3rd of February 2012.

2. EXISTING BULK SERVICES

The existing bulk and link services will be dealt with in detail in the preliminary design report (PDR) for engineering services (Water and Sanitation). An on-site investigation will be conducted in parallel with ad-hoc meetings with the technical services division of the Govan Mbeki Local Municipality in order to share more light on the capacity and condition of the existing infrastructure. Moreover, archived drawings with regards to all existing services will be required in order for a complete assessment of existing infrastructure.

2.1 Water Infrastructure

The water supply authority for the development will be the Govan Mbeki Local Municipality. At present, the neighbouring township establishments are reticulated using a metered house

connection meaning that there is a reliable supply available, the capacity of which will be assessed in detail in the PDR.

A preliminary investigation suggests that there is a number of water storage facilities within various extensions of the Emzinoni Township:

Table 1: Existing Water Storage Facilities

Facility Name	Capacity(Mℓ)	Operating Capacity(ℓ/s)	Spare Capacity(ℓ/s)
Bethal	4.5	?	?
NBO	2.9	?	?
Emzinoni Ext. 4	10	?	?
Emzinoni Ext. 4	10	?	?
Total	27.4	?	?

2.2 Sanitation Infrastructure

The neighbouring township establishments utilize water borne sanitation and the effluent is pumped to the Bethal Emzinoni Treatment Works which is located towards the south western boundary of the site. Preliminary investigations indicate that the treatment works have a capacity of **8ML/day**. A more detailed assessment of the infrastructure will be dealt with in the PDR.

3. NEW SERVICES

New services will be designed to cater for the needs of the new development and the following design criteria will be adopted:

3.1 Water Services Design Criteria and Standards

A detailed water reticulation analysis shall be done according to the design standards and specifications approved by the Govan Mbeki Local Municipality. Where applicable Chapter 9 (Water Supply) of the "Guidelines for Human Settlement Planning and Design (2000) (Red Book)", shall also be used as design criteria.

Level of Service: The "High Level" service package will be provided for both sanitation and water supply services. A metered house connection will be provided and will later be discussed and confirmed with the Govan Mbeki Local Municipality's new services department prior to finalisation.

Unit Demands: The daily unit demands (per customer category) to be used during the design of the internal services are indicated in table 2 below. A peak factor of 2.3 will be adopted to determine the instantaneous peak flows anticipated.

Table 2: Water Unit Demands

Description of Consumer	Daily Demand
Low-Medium Density Residential	600
Medium Density Residential	600
High Density Residential	600
Subsidized Housing	600
Business erven per 100m2 floor area	400
Schools/Crèches	12500/10000
Community Halls/Churches	2000
Clinics	500
Bus/Taxi Stations	15000
Open Spaces (Formal and Informal)	15000 and 5000

Water Design Guidelines: The water design guidelines will be as per attached Annexure A. These design guidelines are generic and can be amended as per requirements of the local water authority.

3.1.1 Estimated Water Demands

A detailed estimated water demand per usage is attached as Annexure B. The total peak flow for the sizing of bulk supply lines will be as follows:

Table 3: Design Peak Flows

Potable Water Peak Flow(ℓ/s)	Design Fire Flow (ℓ/s)	Total Design Peak Flow(ℓ/s)	Growth & Future Development (ℓ/s)	Total (ℓ/s)
76.64	15	91.64	13.74	105.38

A total design peak flow of 105.38 ℓ/s will used to size all bulk supply lines and internal reticulation lines will be sized according to the draw off contribution into the pipe.

3.2 Sewer Design Criteria and Standards

A detailed sewer reticulation analysis shall be done according to the design standards and specifications approved by the Govan Mbeki Local Municipality. Where applicable Chapter 10 (Water Supply) of the "Guidelines for Human Settlement Planning and Design (2000) (Red Book)", shall also be used as design criteria.

Unit Demands: The daily unit demands (per consumer category) to be used during the design of the internal services are indicated in table 4 below. A peak factor of 2.3 will be adopted to determine the instantaneous peak flows anticipated. Stormwater infiltration will be calculated in accordance with chapter 10 of the "Red Book".

Table 4: Sewer Unit Demands

Description of Consumer	Daily Demand
Low-Medium Density Residential	500
Medium Density Residential	500
High Density Residential	500
Subsidized Housing	500
Business erven per 100m2 floor area	350
Schools/Crèches	10000/8000
Community Halls/Churches	1600
Clinics	350
Bus/Taxi Stations	12000
Open Spaces (Formal and Informal)	12000 & 4000

Sewer Design Guidelines: The water design guidelines will be as per attached Annexure C. These design guidelines are generic and can be amended as per requirements of the local water authority.

3.2.1 Estimated Peak Flows

A detailed estimated sewer peak flows per usage is attached as Annexure D. The total peak flow for the sizing of bulk supply lines will be as follows:

Table 5: Design Peak Flows

Peak Flow(ℓ/s)	Growth & Future Development (ℓ/s)	Total (ℓ/s)
56.95	8.45	65.40

A total design peak flow of 65.40 ℓ/s will be used to size all bulk supply lines and internal reticulation lines will be sized according to specific draw off contributions from various drainage areas.

3.3 Additional Bulk Services

The need for additional bulk services, if any, will be dealt with partially in this report and will subsequently be dealt with in more detail in the preliminary design report for engineering services. For the purpose of this report, preliminary investigations indicate that the following additional bulk services will be required:

- ✓ **Water** – Water storage facility (4ML/day capacity)
- ✓ **Water** – Depending of the location of the water storage facility, requirements will be a bulk line from the supply source to the storage facility and a bulk line from the storage facility to the development. Estimated 5km to be allowed for a dia. 350 pipe.
- ✓ **Sanitation** – A new Wastewater Treatment Facility and its appurtenance works, or alternatively upgrading the current Bethal Emzinoni Treatment Works. Allowance to be made for a new facility with a capacity 2.5ML/day facility.
- ✓ **Sanitation** – Bulk and link services from the development to the treatment works (Included in detailed cost estimate)

The extent of the bulk and link services will only be estimated due to the fact the exact position and capacity of existing bulk services is unknown.

See attached drawings SFK01/SE01 – Sewer Layout and SFK01/W01 – Water Layout. These layouts are only preliminary and were only drafted for the purpose of attaching costs to engineering services.

4. PROPOSED PHASING OF THE PROJECT

Due to the size of the project and potential funding constraints, it is recommended to phase the construction of engineering services. The phasing will benefit the project from a perspective of mitigating various risks associated with big sites and also to allow for a phased acquisition of funds. It is proposed that the project be phased into three as per Drawing SFK01/G01 (Construction Phases). The proposed phasing does not take into consideration the position of bulk services and will be amended slightly to suit the position of bulk services once all necessary investigations have been completed. The cost estimates per phase will also be provided upon all completion of the necessary investigations.

See attached drawing: SFK01/G01 – Construction phases.

5. COST ESTIMATES

The total cost for constructing water and sewer infrastructure will be as follows:

Table 6: Cost Estimates

Item	Cost
Water reticulation	R 18 780 949.28
Erf Connections	R 17 600 000.00
Prov. Sum for bulk supply line (5km)	R 9 312 204.67
Prov. Sum for Storage facility (4ML)	R 25 000 000.00
Sewer Reticulation	R 20 883 181.00
WWTW(2.5 ML)	R 20 000 000.00
Sub-total 1	**R 111 576 334.95**
Preliminaries and General (15%)	R 16 736 450.24
Sub-total 2	**R 128 312 785.19**
Contingencies (20%)	R 25 662 557.04
Sub-total 1	**R 153 975 342.23**
Professional fees plus disbursements	R 23 096 301.33
Sub-total 2	**R 177 071 643.56**
VAT (14%)	R 24 790 030.10
Total	**R 201 861 673.66**

The cost above cost estimate is indicative and will be amended once the detailed design is completed. See attached Annexure D and Annexure E for a detailed cost estimate for water and sewer infrastructure respectively.

6. FURTHER INVESTIGATIONS REQUIRED

The following investigations will be key to a more comprehensive scope of work as far water and sewer services are concerned:

- Capacity of existing bulk services (Operating and Spare Capacities)
- Acquisition of Archived drawings of existing services
- Acquisition of a detailed topography plan

7. REFERENCES

1. Emzinoni Environmental Scoping Report, 2011.
2. "Guidelines for Human Settlement Planning and Design (2000) (Red Book)"

8. ANNEXTURES

ANNEXTURE A – WATER DESIGN GUIDELINES

ANNEXURE B – WATER DEMAND CALCULATIONS

ANNEXTURE C – SEWER DESIGN GUIDELINES

ANNEXTURE D – SEWER PEAK FLOWS CALCULATIONS

ANNEXTURE E – WATER INFRASTRUCTURE COST ESTIMATE

ANNEXTURE F – SEWER INFRASTRUCTURE COST ESTIMATE

DRAWINGS :

SFK01/W01 – WATER LAYOUT

SFK01/SE01 – SEWER LAYOUT

SFK01/G01 – CONSTRUCTION PHASES

Annexure A: Emzinoni Extension 11 – Water Design Guidelines

Parameter	Element	Guidelines
Pressure	Maximum (Static)	9,0 bar
	Minimum (at Peak flow)	1,5 bar
	Trunk Mains	2.5 bar
Flow Velocity	Supply Mains (max.)	1,5 – 2,5m/s
	Supply Mains (recommended)	1,0 m/s
	Supply Mains to reservoirs (max)	2,0 m/s
	Supply Mains to reservoirs (rec.)	1,5 m/s
	Network pipe (max.)	1,2 m/s
	Network pipe (recommended)	0.6 m/s
	At fire flow	3,5 m/s
Fire Demand	Minimum Hydrant Delivery	Low Risk: Group 1 – 15L/s
	Minimum Pressure	Low Risk: Group 1 – 7m
	Minimum Pressure	0,7 bar
Pipe materials	Reticulation Mains	uPVC Z-Lock pipes
	Distribution Mains < 250mmw	uPVC Class 12 Victualic Joints
	Distribution Mains > 250mm	uPVC Class 12 Victualic Joints
Valves	Spacing	Maximum 600m, not more than 5 valves to isolate a section (usually 3)
Pipe Location	All Areas	1 – 2 m from boundary
Cover to pipes	Minimum: Gravel Roads	1000mm
	Tarred Roads and Traffic areas	800mm
	Other Areas	600mm
	Maximum : All Areas	1500mm

Annexure B: Water Demand Calculations - Emzinoni Extension 11

Land use	Area (m²)	Density (Erven/100m²)	No of Equivalent Erven / No of Stands	AADD (L/Erven)	AADD (L/s)	Peak Factor	Fire Demand(L/s)	Total(L/s)
LMR	334744	N/A	614	600	4.26	2.3	-	9.81
MR	461772	N/A	1473	600	10.23	2.3	-	12.53
HR	32951	1	231	600	1.60	2.3	-	3.90
SH	47375	1	332	500	1.92	2.3	-	4.22
SMU	79174	1	554	400	2.57	2.3	-	4.67
LMU	43791	1	307	400	1.42	2.3	-	3.72
IST (Primary School)	40980	See Note 1	1	12500	0.14	2.3	-	2.44
IST(Creche)	13419	See Note 2	4	10000	0.46	2.3	-	2.76
IST (Day Care Centre)	1167	See Note 2	1	10000	0.12	2.3	-	2.42
IST (Church)	45166	N/A	11	2000	0.25	2.3	-	2.55
IST (Clinic/Community Cnt)	27067	1	189	500	1.10	2.3	-	3.40
IST (Cemetery)	321964	See Note 3	3	10000	0.35	2.3	-	2.65
IST (Sport/Recreational)	45529	See Note 3	1	15000	0.17	2.3	-	2.47
Light Industrial	81930	1	574	400	2.66	2.3	-	4.96
Industrial	47083	1	330	400	1.53	2.3	-	3.83
Transportation Service	12922	See Note 4	1	15000	0.17	2.3	-	2.47
Open Space (Formal)	32830	See Note 5	10	5000	0.58	2.3	-	2.88
Open Space (Informal)	235363	See Note 5	2	0	0.00	2.3	-	2.30
Waste Disposal Site	441261	See Note 5	1	15000	0.17	2.3	-	2.47
Total	1291133	-	1122	-	29.70	-	15L/s	76.64

Notes

1. The unit demand for schools as per developed parks standards i.e over 10kL for over an are of 10ha (At the descretion of the Designer)
2. The unit demand for a creche will be as per developed parks standards i.e 15kL for an area above 2ha (At the descretion of the Designer)
3. The unit demand for a cemetery and Sports/Recreational will be as per developed parks standards i.e 10kL for an area above 10ha (At the descretion of the Designer)
4. The unit demand for a Transportation service will be as per developed parks standards i.e 15kL for an area above 2ha (At the descretion of the Designer)
5. The unit demand for a Open Spaces (Formal and Informal) and Waste Disposal Sites will be as per developed parks standards i.e 15kL for an area above 2ha (At the descretion of the Designer)
6. Fire Flow Design: Low Risk Category: Group 1 @ 900 L/min (15L/s)
7. The demands are as per "Red Book" table 9.14
8. Acronyms: LMR (Low Medium Density Residential), MR (Medium Density Residential), HR (High Density Residential), SH (Subsidized Housing), SMU (Surbaban Mixed Use), LMU (Low Impact Mixed Use), IST (Institutional).
9. Calculations done by TSHANV

Annexure C: Emzinoni Extension 11 – Sanitation Design Guidelines

Parameter	Element	Guidelines
Minimum Pipe Diameter	Gravity Sewers Trunk Mains	150mm 2.5 bar
Minimum Velocity at Full Flow	Gravity Sewers	0,7 m/s
Pipe Capacity	Flow level in pipe as a percentage of diameter	67% at peak flow
Minimum Slopes for pipes	150mm 200mm 300mm and bigger	1:140 1:200 1:350
Pipe Materials	Underground	uPVC solid wall and concrete sewer pipes
Pipe Location	In Road Reserves and Midblock	1 – 2 m from boundary
Manholes	Spacing Diameter (Depths up to 3m) Diameter (Deeper than 3m) Material Minimum Fall through manholes	80m maximum 1,05m diameter 1,5 m diameter Pre=cast concrete rings 50mm

Annexture D: Sewer Peak Flows - Emzinoni Extension 11

Land use	Area (m2)	Density (Erven/100m²)	No of Equivalent Erven / No of Stands	AADD (L/Erven)	AADD (L/s)	Peak Factor	Total Peak(L/s)
LMR	334744	N/A	614	600	4.26	2.3	10.79
MR	461772	N/A	1473	500	8.52	2.3	21.57
HR	32951	1	231	500	1.33	2.3	3.38
SH	47375	1	332	500	1.92	2.3	4.86
SMU	79174	1	554	350	2.25	1.3	3.21
LMU	43791	1	307	350	1.24	1.3	1.78
IST (Primary School)	40980	See Note 1	1	10000	0.12	1.5	0.19
IST(Creche)	13419	See Note 2	4	8000	0.37	1.5	0.61
IST (Day Care Centre)	1167	See Note 2	1	8000	0.09	1.5	0.15
IST (Church)	45166	N/A	11	1600	0.20	1.3	0.29
IST (Clinic/Community Cnt)	27067	1	189	350	0.77	2.3	1.94
IST (Cemetery)	321964	See Note 3	3	8000	0.28	1.3	0.40
IST (Sport/Recreational)	45529	See Note 3	1	12500	0.14	1.3	0.21
Light Industrial	81930	1	574	350	2.32	1.5	3.83
Industrial	47083	1	330	350	1.34	1.8	2.64
Transportation Service	12922	See Note 4	1	12500	0.14	1.5	0.24
Open Space (Formal)	32830	See Note 5	10	4000	0.46	1.3	0.66
Open Space (Informal)	235361	See Note 5	2	0	0.00	1.3	0.00
Waste Disposal Site	441261	See Note 5	1	12500	0.14	1.3	0.21
Total	1291113	-	1122	-	25.91	-	56.95

Notes

1. The unit demand for schools as per developed parks standards i.e over 10kl for over an are of 10ha (At the descretion of the Designer)
2. Acronyms: LMR (Low Medium Density Residential), MR (Medium Density Residential), HR (High Density Residential), SH (Subsidized Housing), SMU (Surbaban Mixed Use), LMU (Low Impact Mixed Use), IST (Institutional)
3. See Note 1 to Note 5 on Water Demand Calculations Spreadsheet
4. The peak factors are as follows: [Residential=2.3, Institutional and Industrial = Varies between 1.3 and 1.8]
5. Calculations done by TSHANV

Annexure E

Emzinoni Extension 11 : Water Infrastructure

Construction Cost Estimate

A. Cost/Metre Length

ITEM	uPVC					
	90	110	160	200	250	315
Site Clearance	17.00	17.00	17.00	22.00	30.00	32.00
Excavation and Fill	120.00	120.00	120.00	120.00	120.00	120.00
Rock excavation	38.00	38.00	38.00	45.00	45.00	47.00
Bedding	35.00	35.00	35.00	35.00	35.00	35.00
Supply Lay and Test Pipes (12 Bar)	117.54	140.66	299.43	467.33	741.62	1,129.33
Supply Lay and Test Valves and Special Fittings	113.26	31.32	72.00	119.12	185.98	188.70
Total R/m	R 440.80	R 381.99	R 581.43	R 808.45	R 1,157.61	R 1,552.03
Construction Cost	R 8,243,032.28	R 1,012,260.93	R 523,286.85	R 2,748,722.57	R 2,708,800.75	R 3,544,845.91
	R 18,780,949.28					

Allowance For Fittings

Diameter(mm)	Length(m)	Line Valves	Fire Hydrants	Air Valves	PRV's	Non-Return Valves
90	18700	180	165	0	0	0
110	2650	6	8	0	0	0
160	900	4	4	0	0	0
200	3400	6	0	6	1	1
250	2340	6	0	4	1	1
315	2284	4	0	4	1	1
Total	30274	206	30480	14	3	17

Notes:

1.The construction cost include:

a) Material, labour and profit
b) Clearing and grubbing
c) Excavation and fill; maximum 1.2m deep
d) Rock excavation 10%
3. Pipe classes to be as follows:

2) All prices are excluding VAT

3) uPVC: class 12

Annexure F

Emzinoni Extension 11 : Sewer Infrastructure
Construction Cost Estimate

A. Cost/Metre length

ITEM	uPVC	
	160	200
Site Clearance	17.00	17.00
Excavation and Fill	330.00	330.00
Rock excavation	180.00	180.00
Bedding	21.00	21.00
Supply Lay and Pipes	161.27	251.08
Manholes 1	81.90	81.90
Manholes 2	74.10	74.10
Total R/m	865 27	955.08
Construction Cost	R 22,064,410.50	R 3,342,771.25
	R 25,407,181.75	

Overall lengths

Diameter(mm)	Length(m)	Manholes
160	25500	319
200	3500	44
Total	29000	363

Notes:

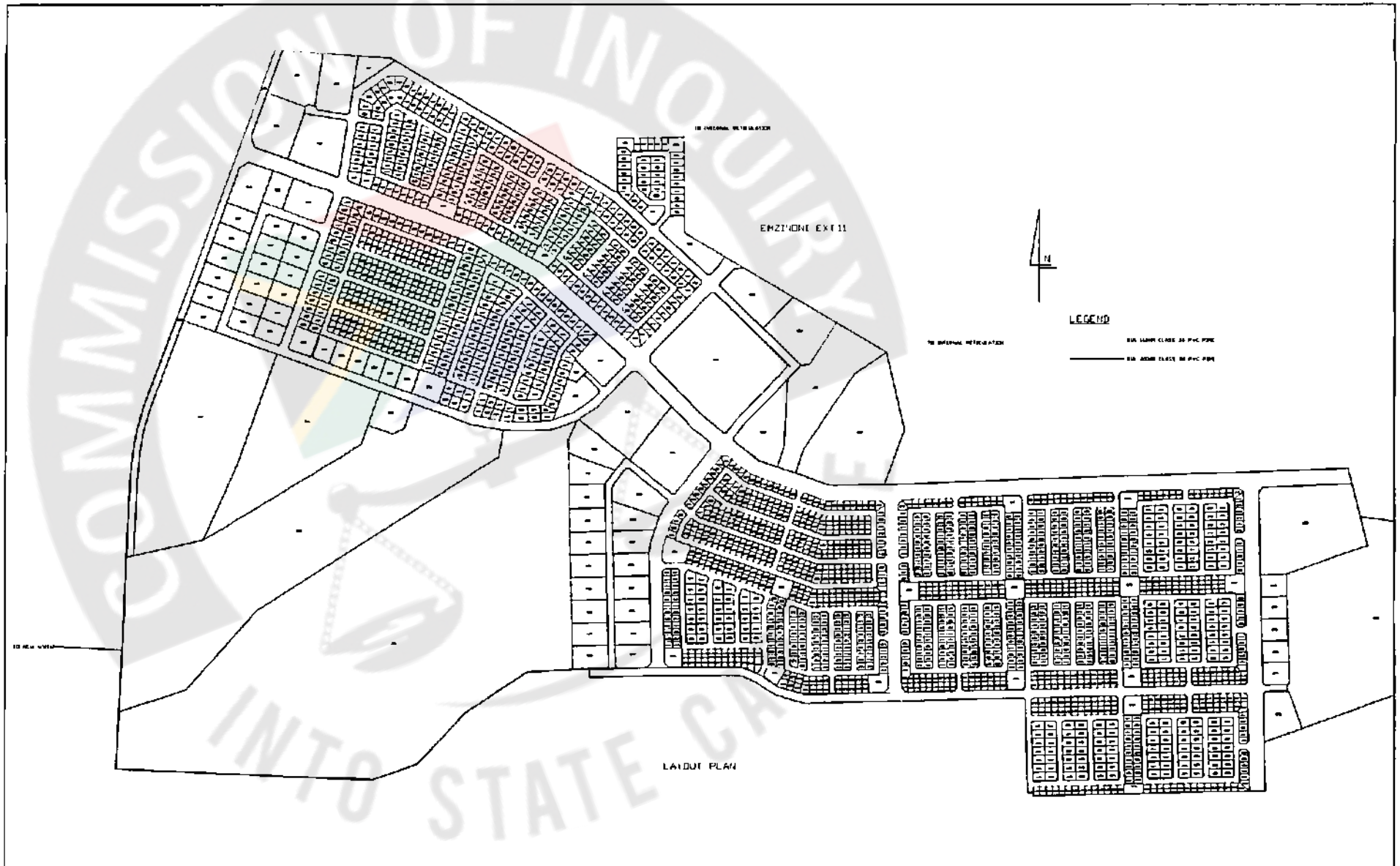
1.The construction cost include:

a) Material, labour and profit
b) Clearing and grubbing
c) Excavation and fill: up to 1.2m deep
d) Rock excavation 10%
e) Cost per Manholes: i) Concrete between depths 1.5m and 3m deep to range between R8 500 and R12 500 respectively.
ii) Concrete between depths 3.0m and 4.0m deep to range between R13 500 and R15 000 respectively.

2. All prices are excluding VAT

3. Pipe classes to be as follows: PVC solid wall Heavy Duty Class 34

a) PVC: Solid wall class 34 heavy duty pipe



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CERTIFIED AS-BUILT FOR CONTRACT			
CHECKED		DATE	

VERSION/AMENDMENTS		
No.	DATE	DESCRIPTION	AUTHORISED BY
1	11/10/14		

sefako

THE WILLOWS OFFICE Park
Cnr Kipling Road
Ernest Sithole Ext. Nelspruit
1201
TEL : 013-753 6150
FAX : 086 218 2358 E-MAIL: admin@sefako.co.za

PROJECT NAME: EMZINONI EXTENSION 11

DRAWING TITLE: SEWER LAYOUT

GOVAN MBEKI LOCAL MUNICIPALITY

DESIGNED	-	DRAWN	N V Tshabalala
CHECKED	N V Tshabalala	DATE	FEBRUARY 2014
SCALE	1:1000 ON A1		
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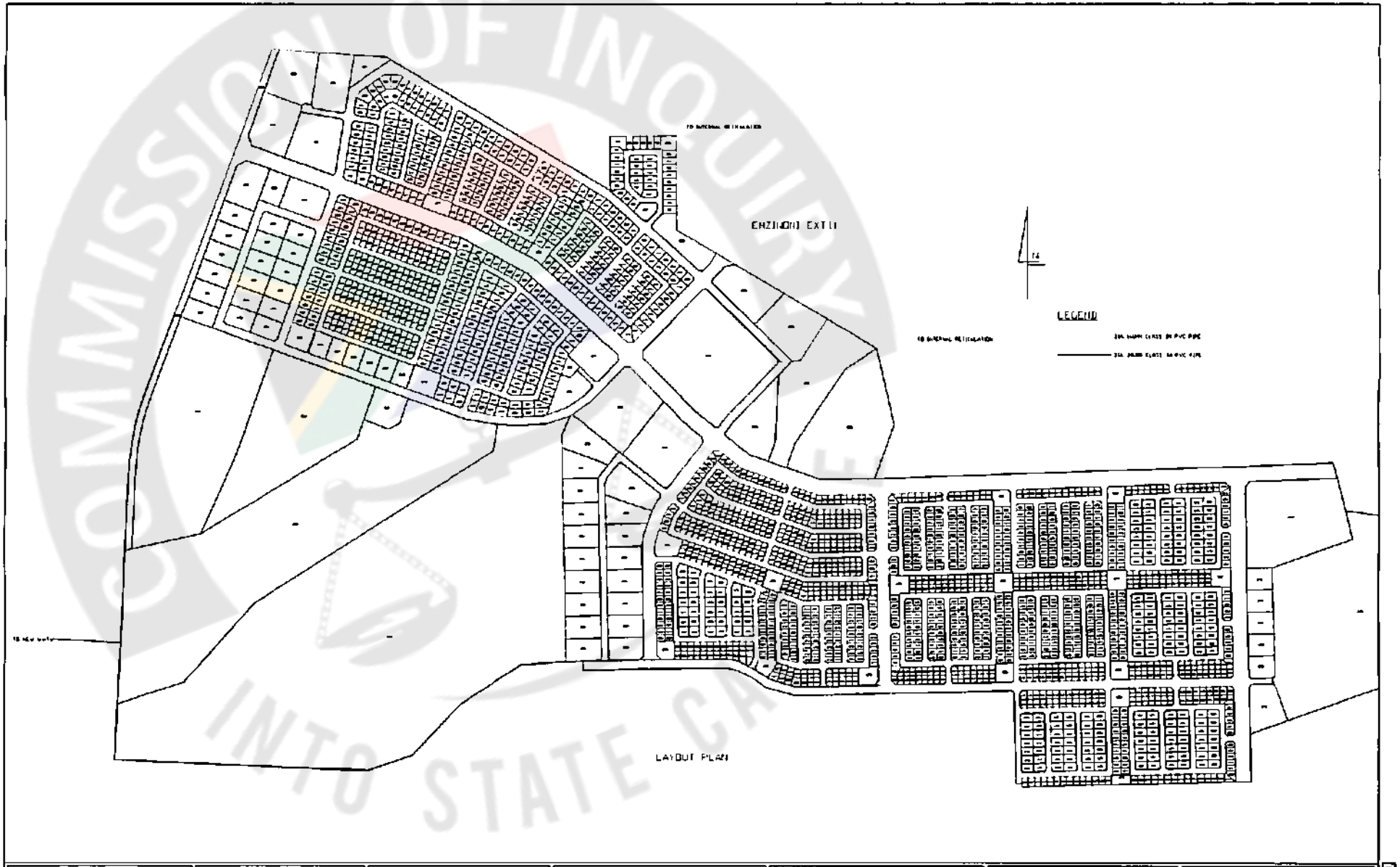
SLOPE DRAWING NO.		CLOSE REF NO.	
DRAWING No.	SFK01/SE01	REVISION	A

TOTAL SHEETS



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CERTIFIED AS-BUILT FOR CONTRACT

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sefako

PROJECT NAME: EMZINONI EXTENSION 11

DRAWING TITLE: SEWER LAYOUT

GOVAN MBEKI LOCAL MUNICIPALITY

1 : 1000 ON A1

FEBRUARY 2014

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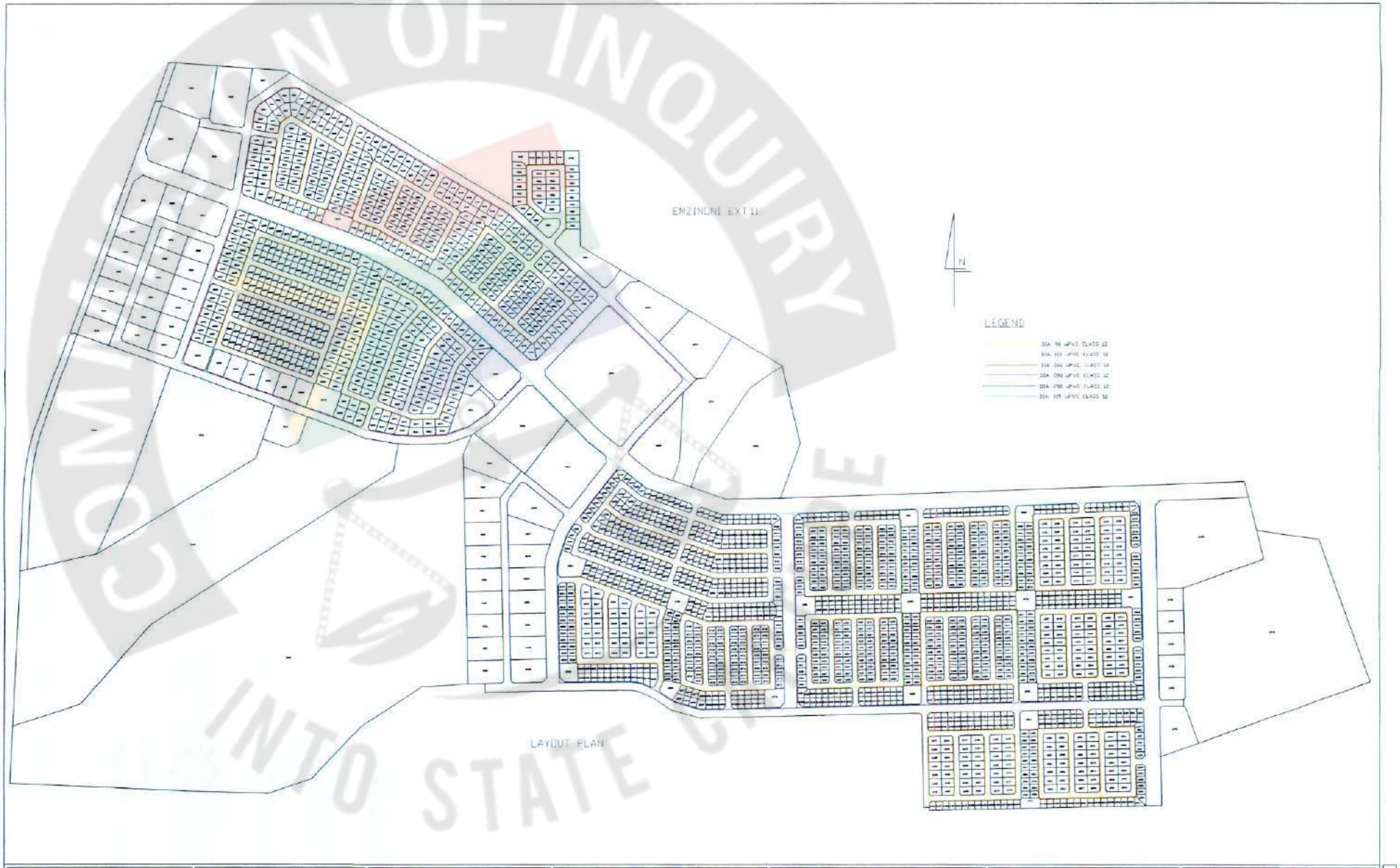

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CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT

ENGINEER DATE

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY

sefako

THE WILLOWS OFFICE PARK
DTA GEORGE ROAD
DAVID CARSON AVENUE
WILLOWS
TEL : 011-326 6294
FAX : 086-218 2088 e-mail: sefako@sefakoinc.co.za

PROJECT NAME: EMZINONI EXTENSION 11

DRAWING TITLE: WATER LAYOUT

GOVAN MBEKI LOCAL MUNICIPALITY

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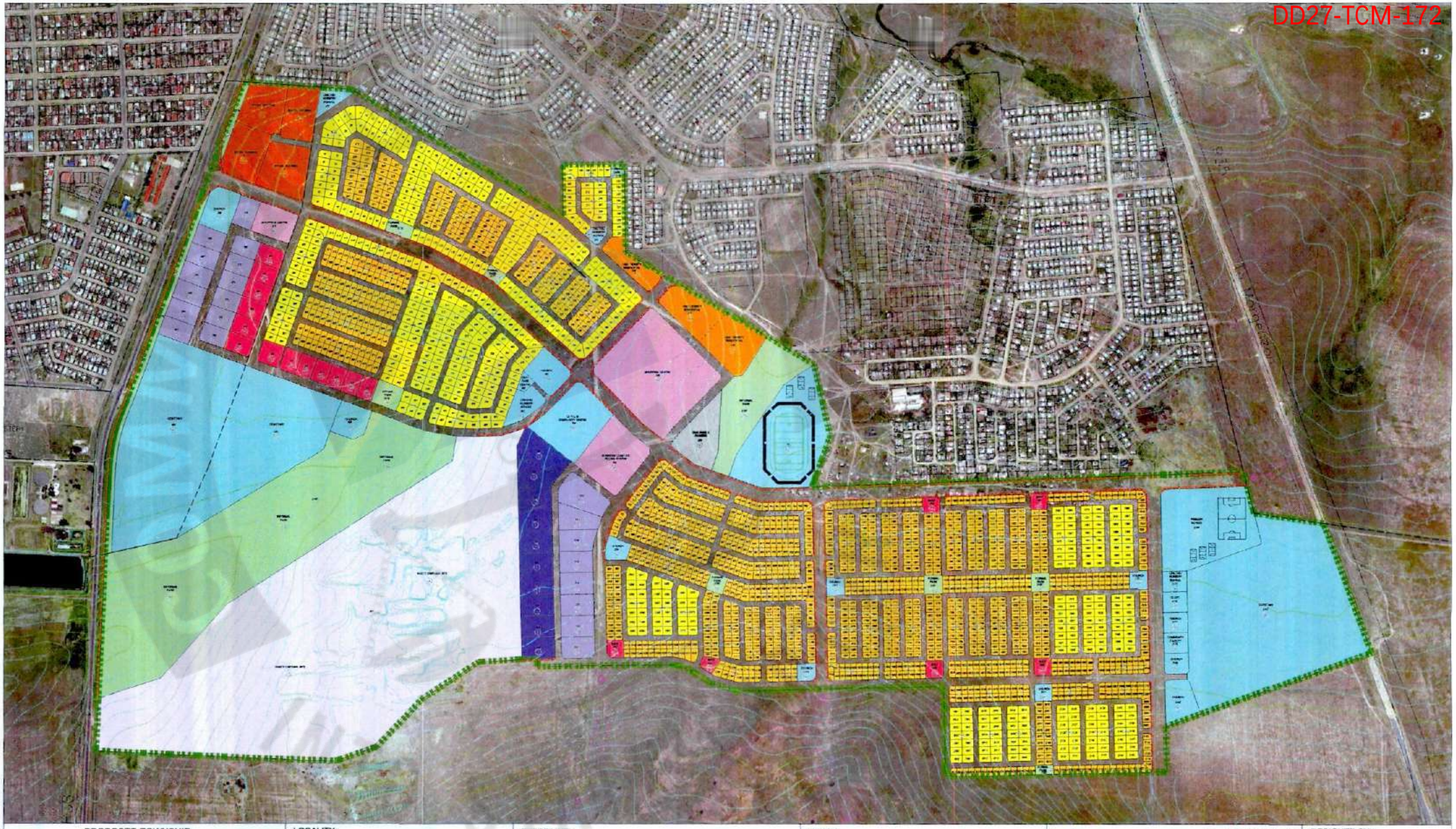
APPROVED:
CLIENT OF ACCEPTANCE: DATE:
CLIENT DRAWING No.: CLIENT REF No.:

SURVEYED	-	DESIGNED	N.V.Tshobokoa
DRAWN	N.V.Tshobokoa	CHECKED	S.Molekoa

DATE: FEBRUARY 2014

APPROVED ON BEHALF OF YUKA AFRICA
ENGINEER: DATE:
DRAWING No.: SFK01/W01 VERSION: A

DRG No. SFK01/W01



PROPOSED TOWNSHIP
EMZINONI EXTENSION 11

Situated on a Portion of the Remainder of Portion 6 and a Portion of the Remainder of Portion 106 of the Farm Blesbokspruit 150-IS, Bethal approximately 288ha in extent under the jurisdiction of the Govan Mbeki Municipality, an authorised local authority in terms of the provisions of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) .

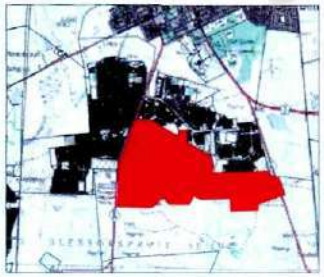
Application for Township Establishment is made in terms of Section 108 (1) of the Town Planning and Townships Ordinance, 1986.

TOWN PLANNING SCHEME:
Govan Mbeki Land Use Scheme, 2010

CLIENT:

APPROVAL:
GOVAN MBEKI MUNICIPALITY
PHYSICAL DEVELOPMENT MANAGER

LOCALITY:



FLOODLINE:
The Civil Engineer below certified that the layout is not affected by the 1:100 year floodline.
The certification is made in accordance with the provisions of Section 144 of the National Water Act, 36 of 1988
BC Theron Pr. Eng
Reg No.: 810233
Date: 25 October 2010

CONTOURS:
Interval: 1.0m
Data AHSL: Sea Level
Surveyed by: AOC Geomatics
Note: Contours conform to the standards laid down in the Regulations in terms of Section 138 of Ordinance 15 of 1986, dated 10 June 1987 (Administrators Notice 858) .

NOTES:
1. All erf sizes are approximate pending final survey.
2. Line of no access are as indicated on the layout plan, and in general no direct access will be allowed from any main road with a road reserve of 45m, 36m, 30m and in some cases 20m, or as indicated otherwise.
3. All road reserves are as indicated on the layout plan.
4. Road splays are 3m, 5m and 10m as indicated on the layout plan.
5. All development will be subject to a further geo-technical assessment as required by the NHBRC (if applicable) .
6. The minimum street frontage of an erf will be 4m.
7. The proposed township boundary are indicated as follows:
8. All erf numbers are temporary and subject to final numbering by the office of the Mpumalanga Surveyor General.
9. The proposed future road reserves are indicated as follows on the layout plan:

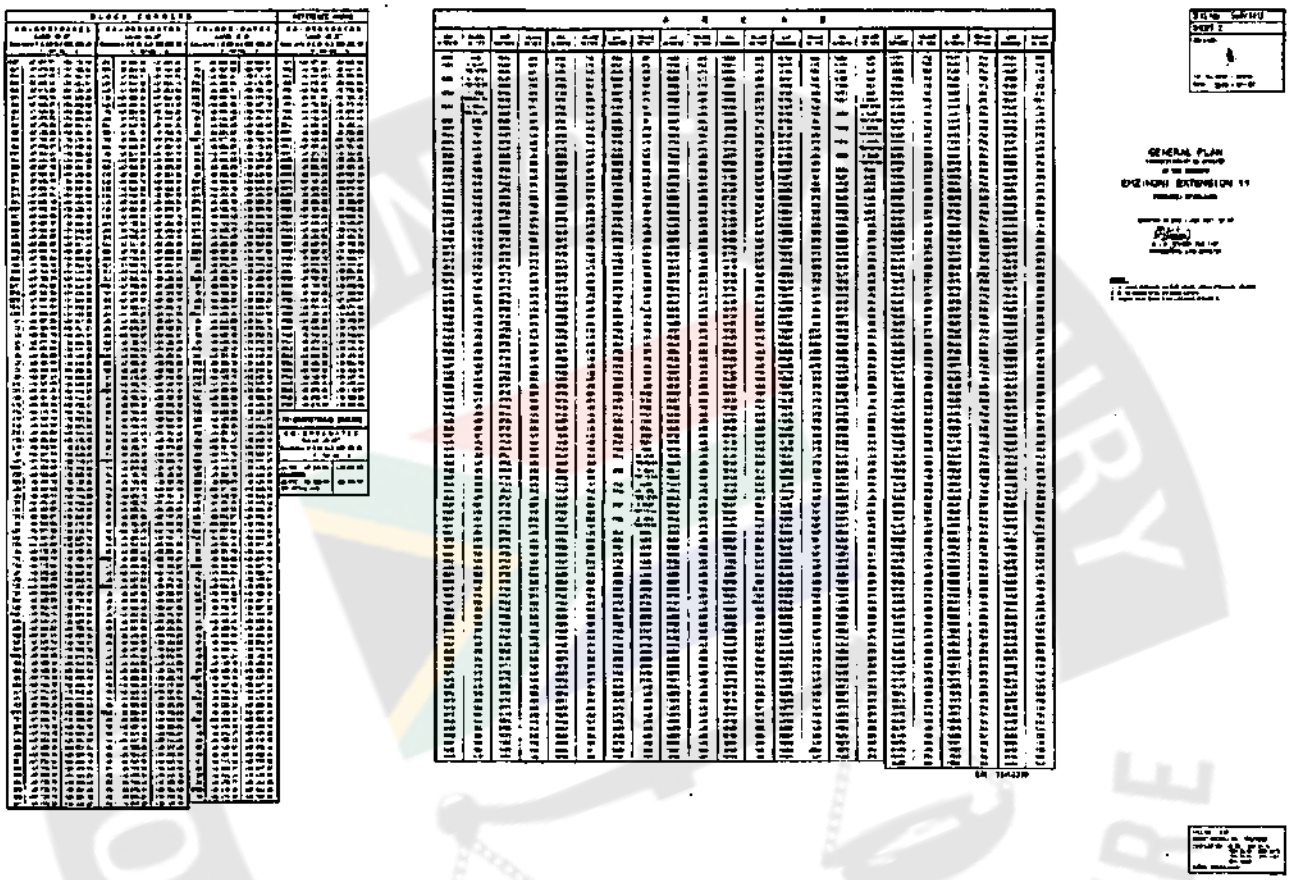
ZONING	LAND USE	NO OF STANDS	AREA (m²)	AVERAGE ERF SIZE (m²)	% OF TOTAL
1. Low-Medium Density Residential	Residential houses	114	148784	1305	15.76%
2. Medium Density Residential	Residential houses/flats	1272	152770	121	15.78%
3. High Density Residential	Residential units	3	32551	10849	3.24%
4. Subsidised Housing	Social housing units	3	41171	13724	4.10%
5. Suburban Mixed Use	Retail/Shopping Centre	3	70174	23391	7.00%
6. Low Impact Manufacture	Tuck Shop/Spaza	19	8770	462	0.87%
7. Institutional	Primary School	1	4968	4968	0.50%
	Learner Nursery School	1	1114	1114	0.11%
	Child Day care centre	1	1367	1367	0.14%
	Church	1	4148	4148	0.41%
	Child/Pensioners Crèche	3	27527	9172	2.74%
	Cemetery	1	32994	32994	3.29%
	Light Industrial Facility	1	6115	6115	0.61%
8. Light Industrial	Warehouses etc	21	41197	1962	4.10%
9. Industrial	Heavy Industrial, Workshops etc	10	47787	4779	4.75%
10. Transportation Network	Taxi/Bus Holding Area	1	3752	3752	0.37%
11. Open Space	Parks/Open Space	10	11130	1113	1.11%
	Informal Open Space	1	11842	11842	1.18%
12. Other Infrastructure	Water Storage Tank	1	44500	44500	4.42%
13. Roads	Public Roads	1	156576		15.57%
TOTAL		2188	1007361	n/a	100.00%

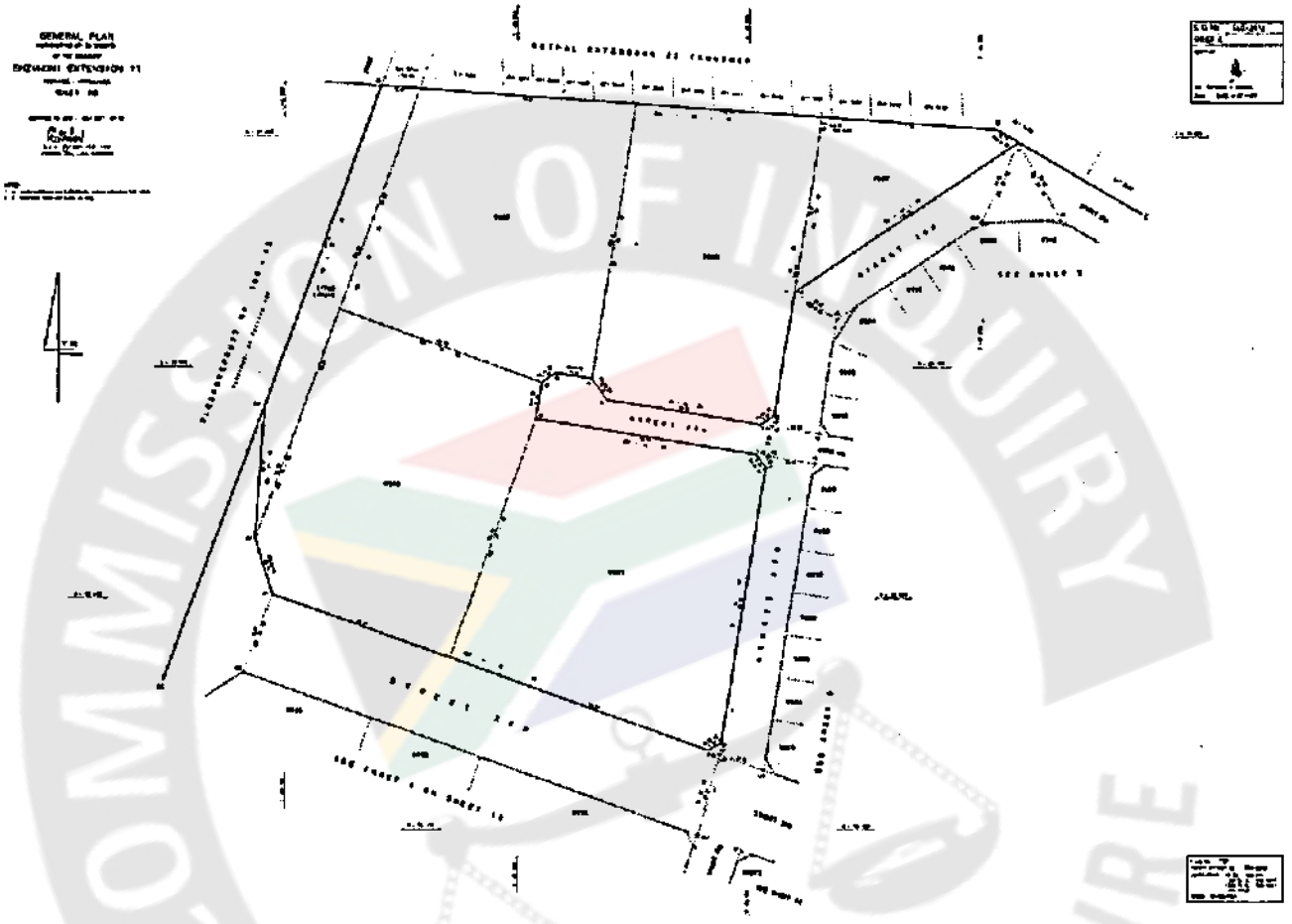
DESIGNED BY:
JP le Roux - Pr. Pln.
TP le Roux - Pr. Pln.

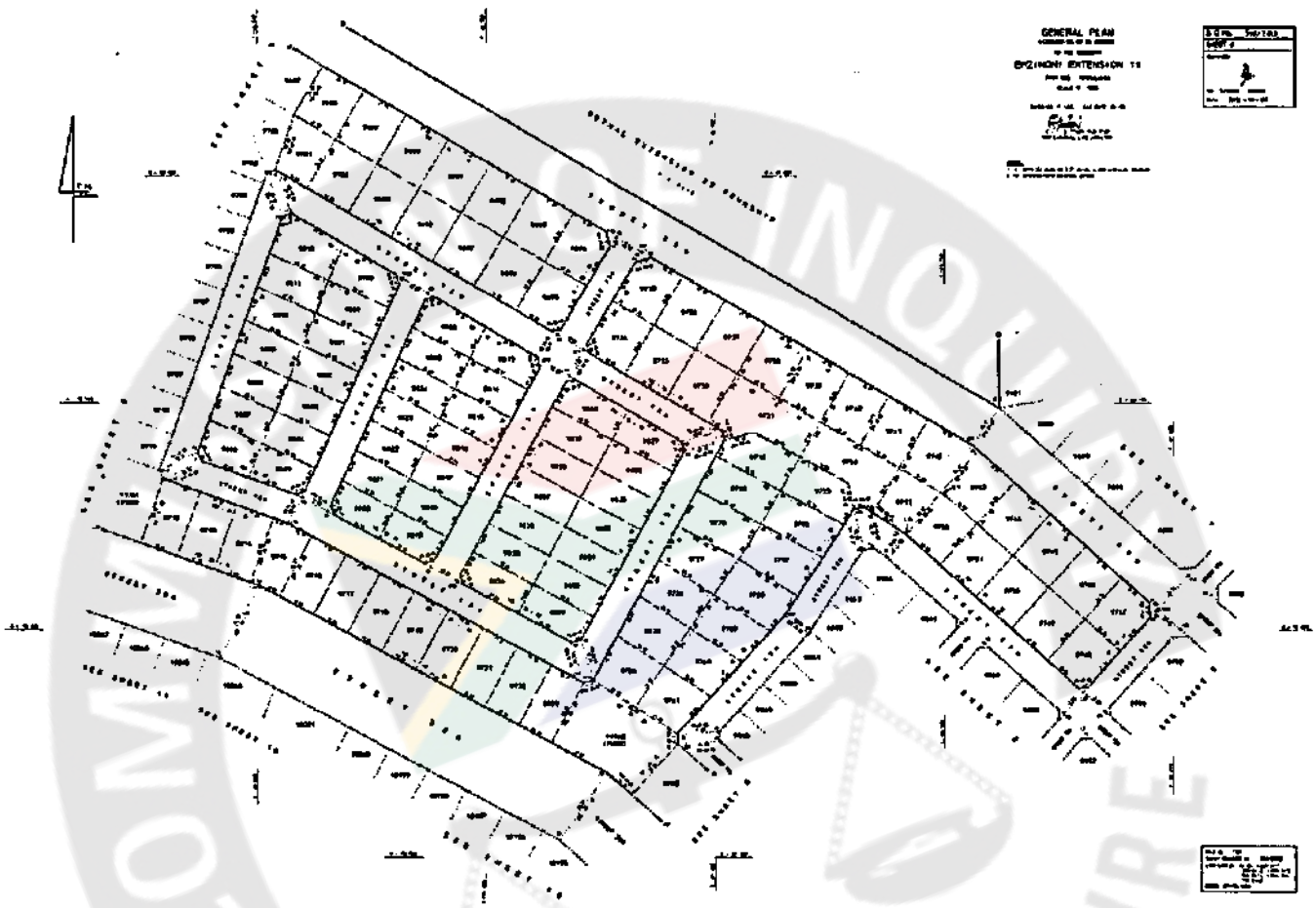
Date: 2011-05-10
Drawing No: EMZ X11-1/2
Layout 1 of 2

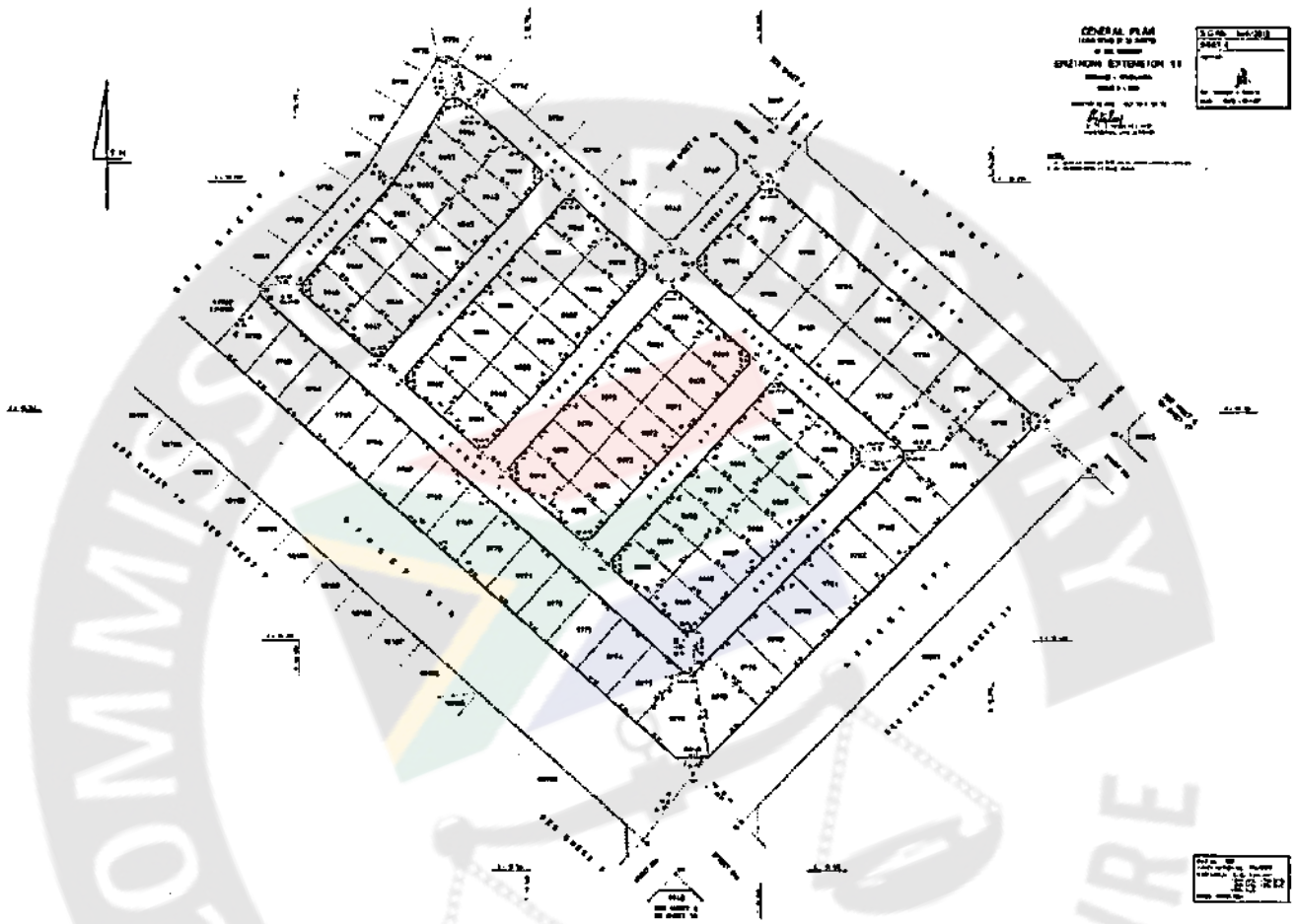
SCALE: 1:3 000
(A0 PAPER)
0m 50m 100m 200m 300m

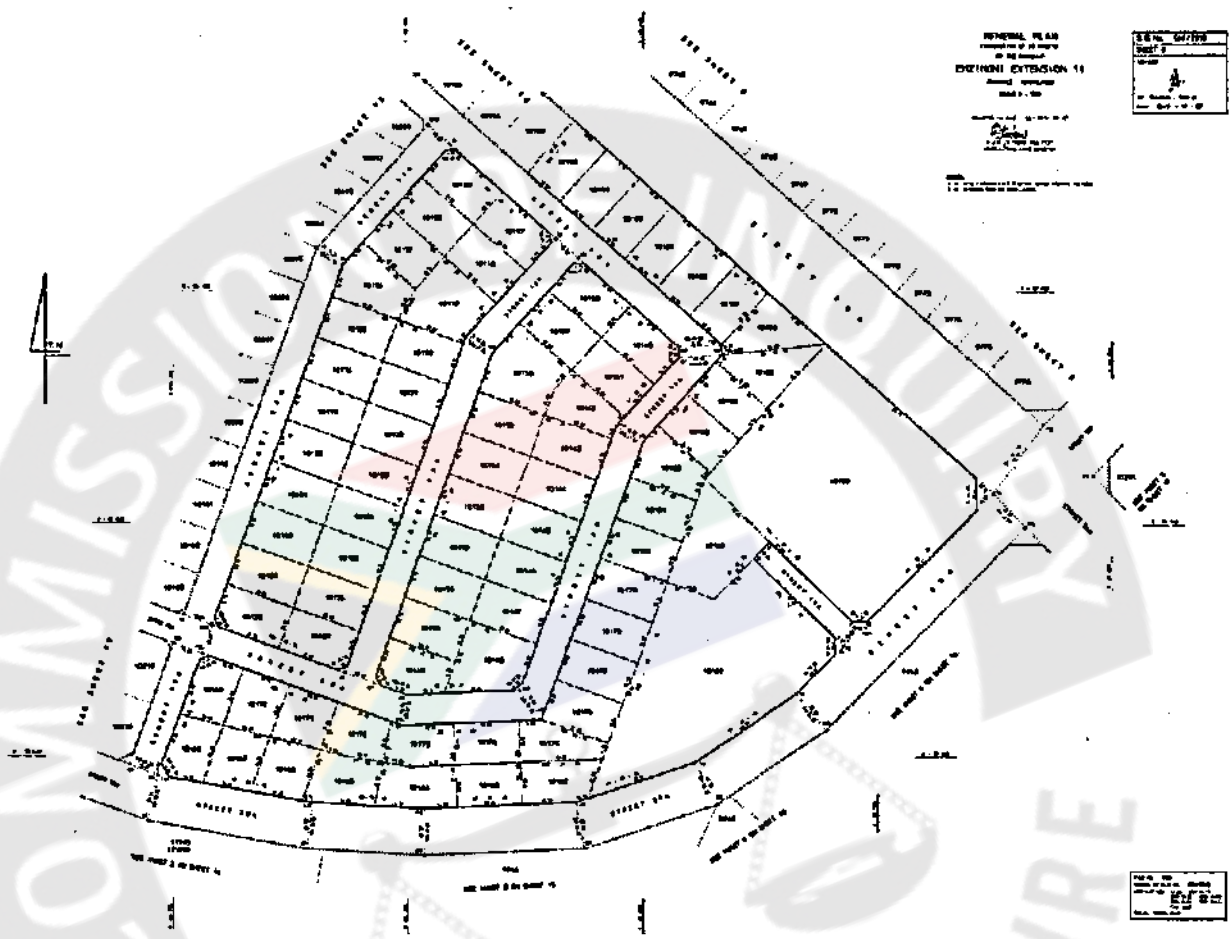
DRAWN BY:
Afriplan

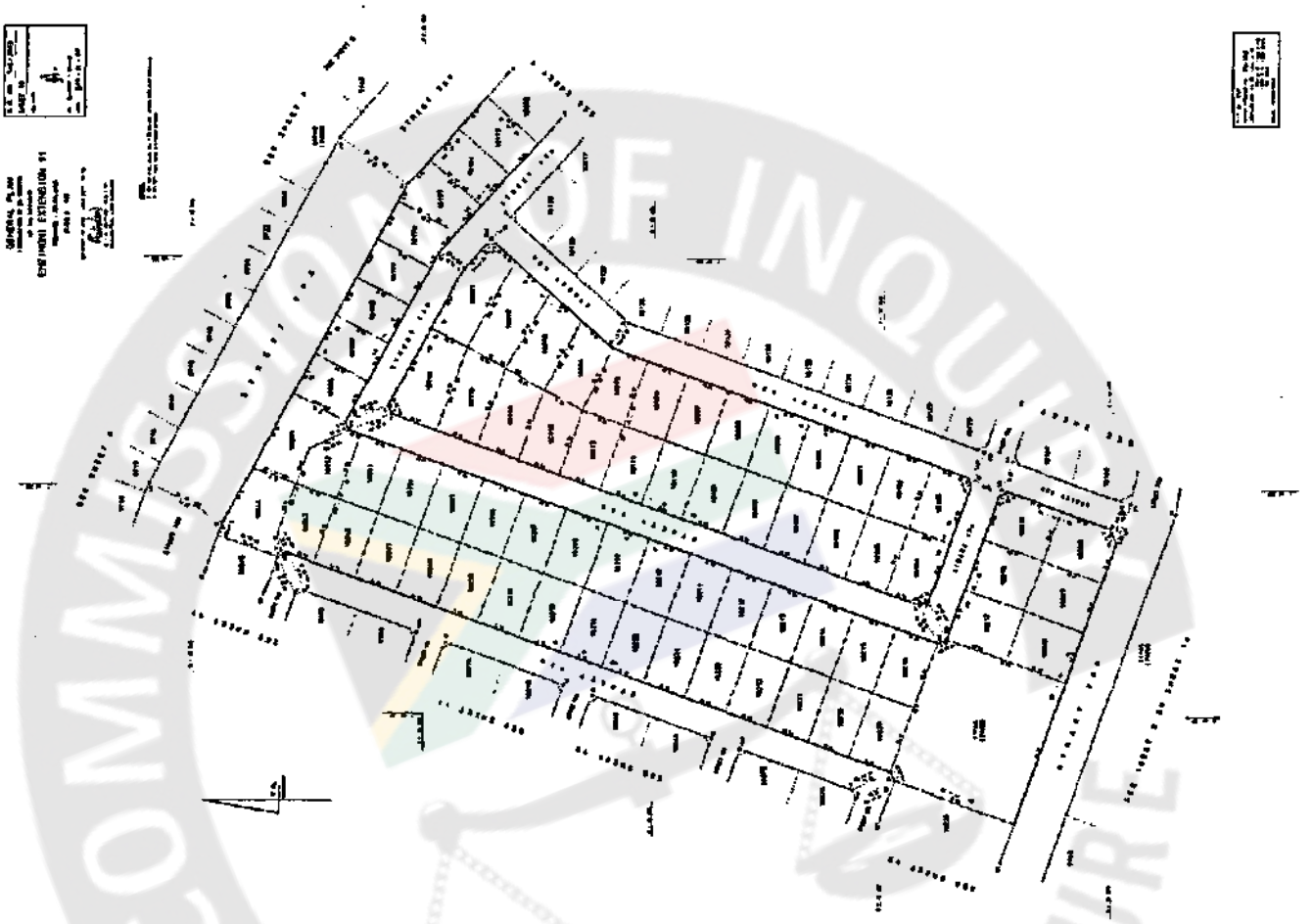


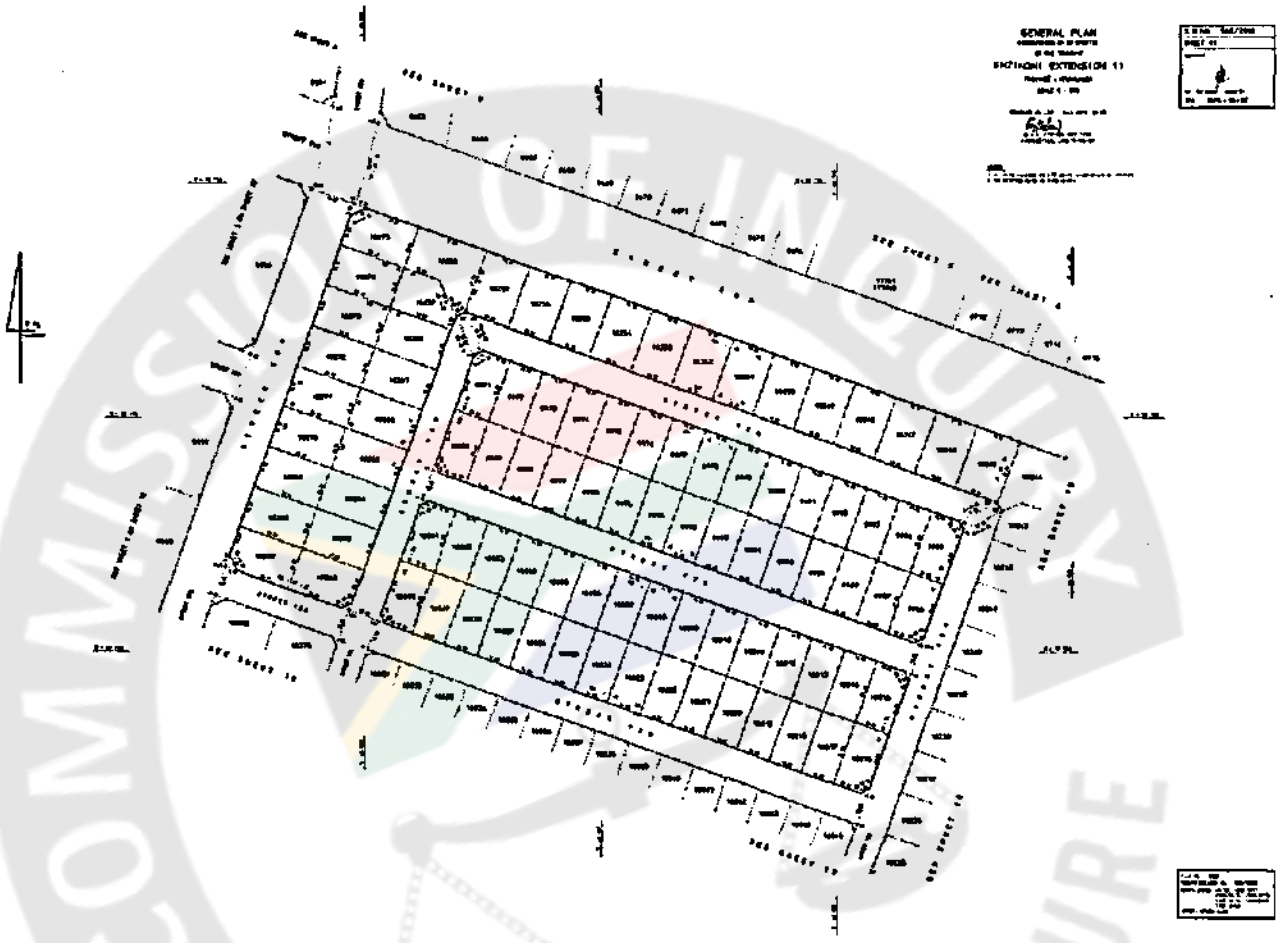


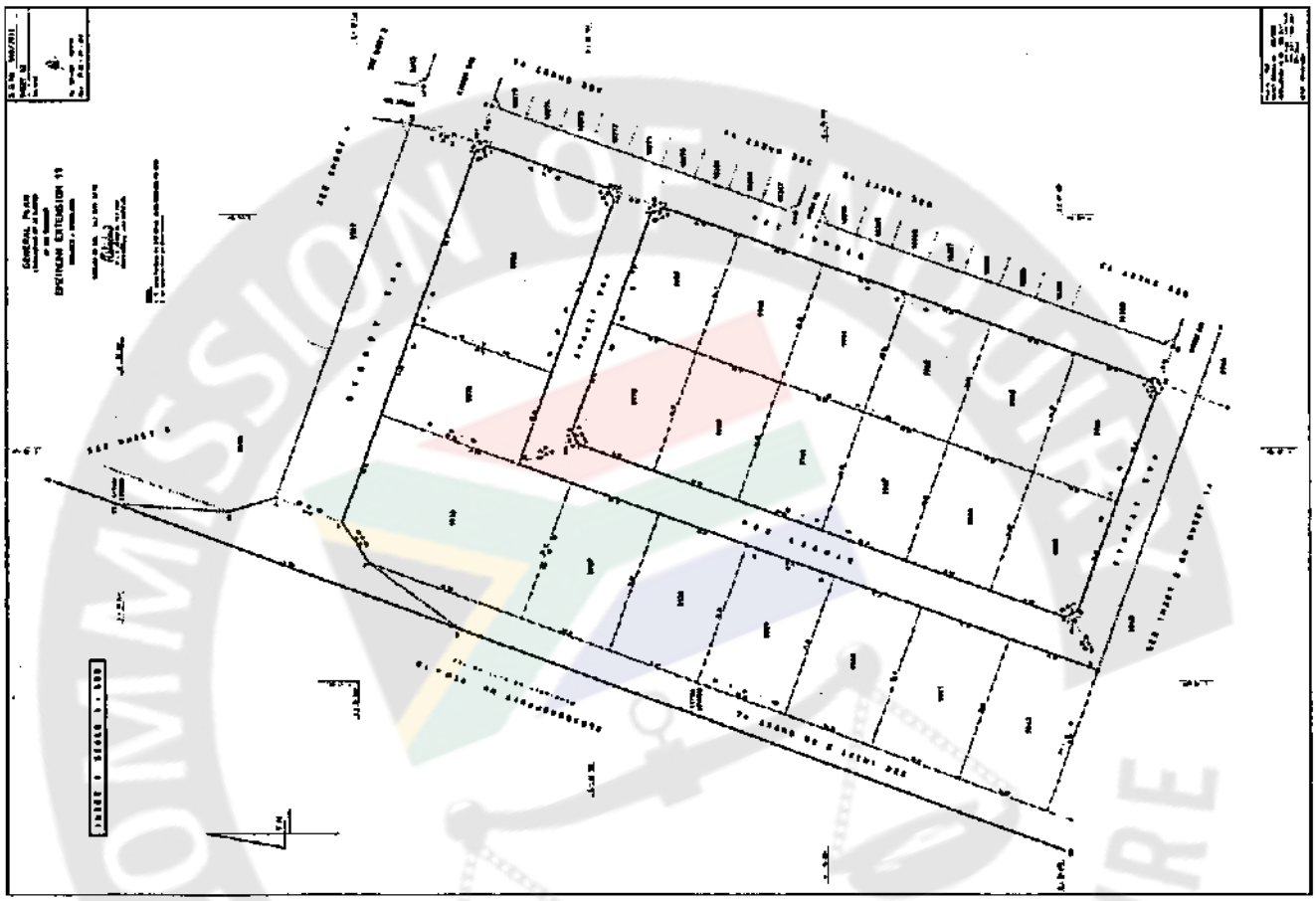


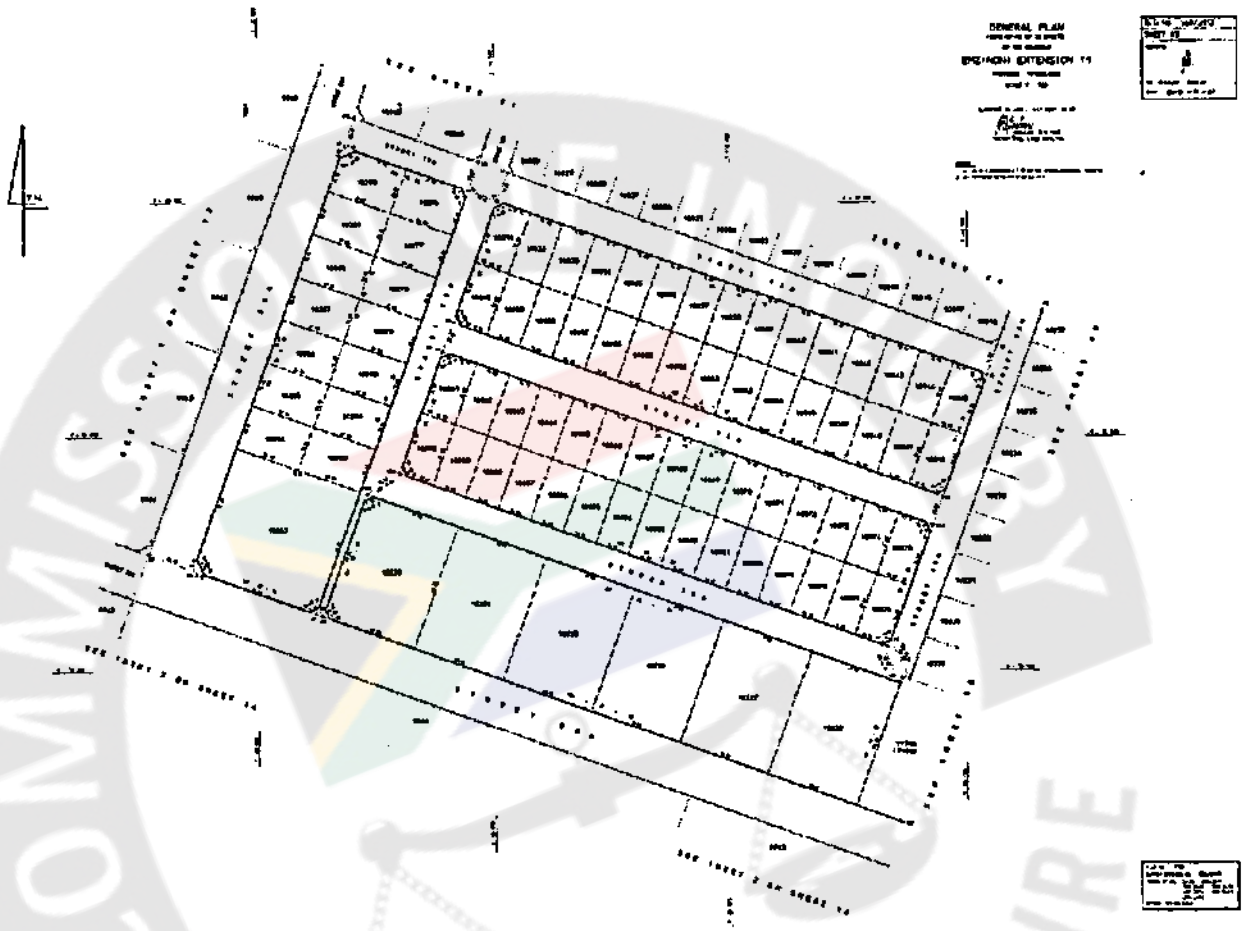


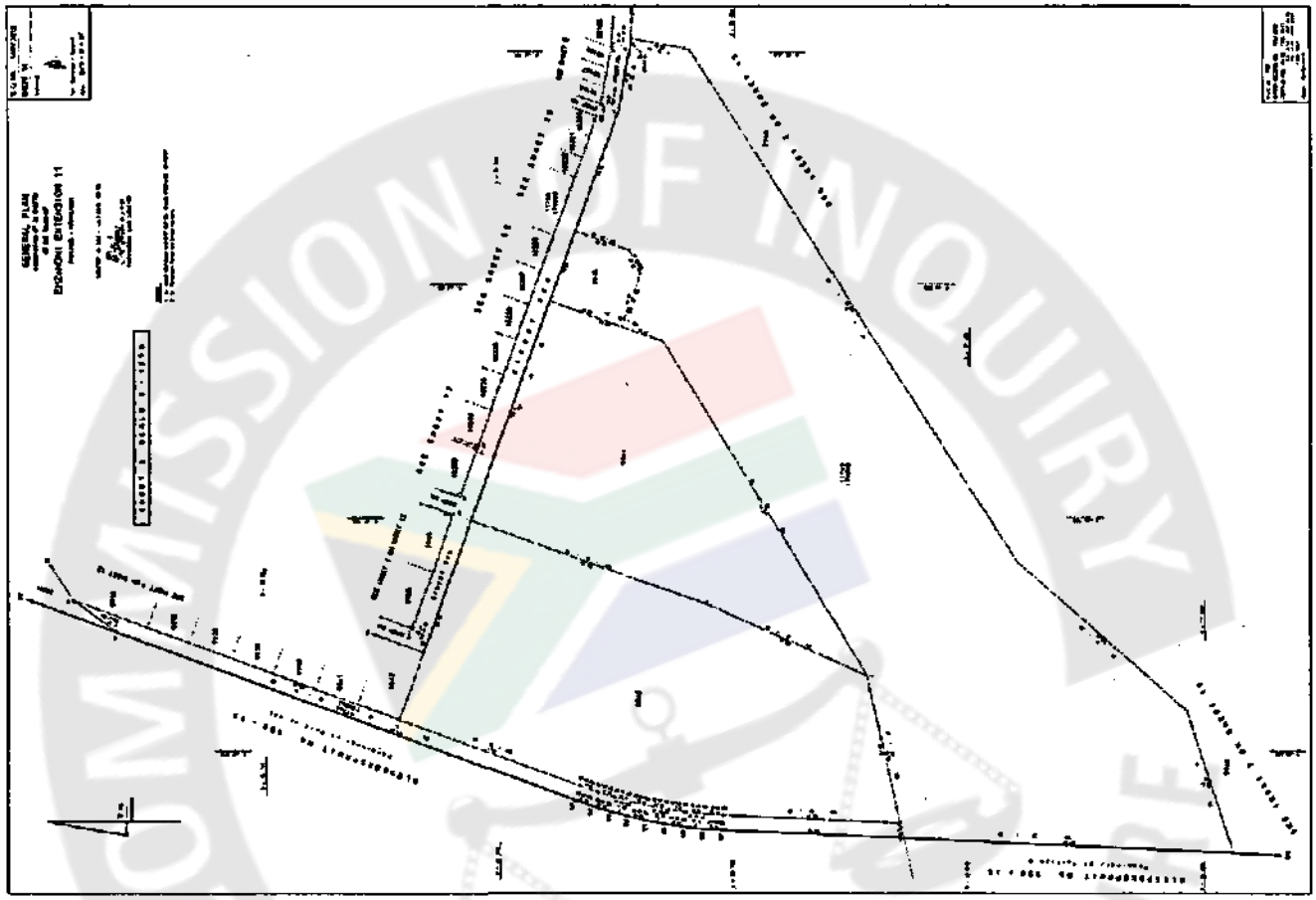


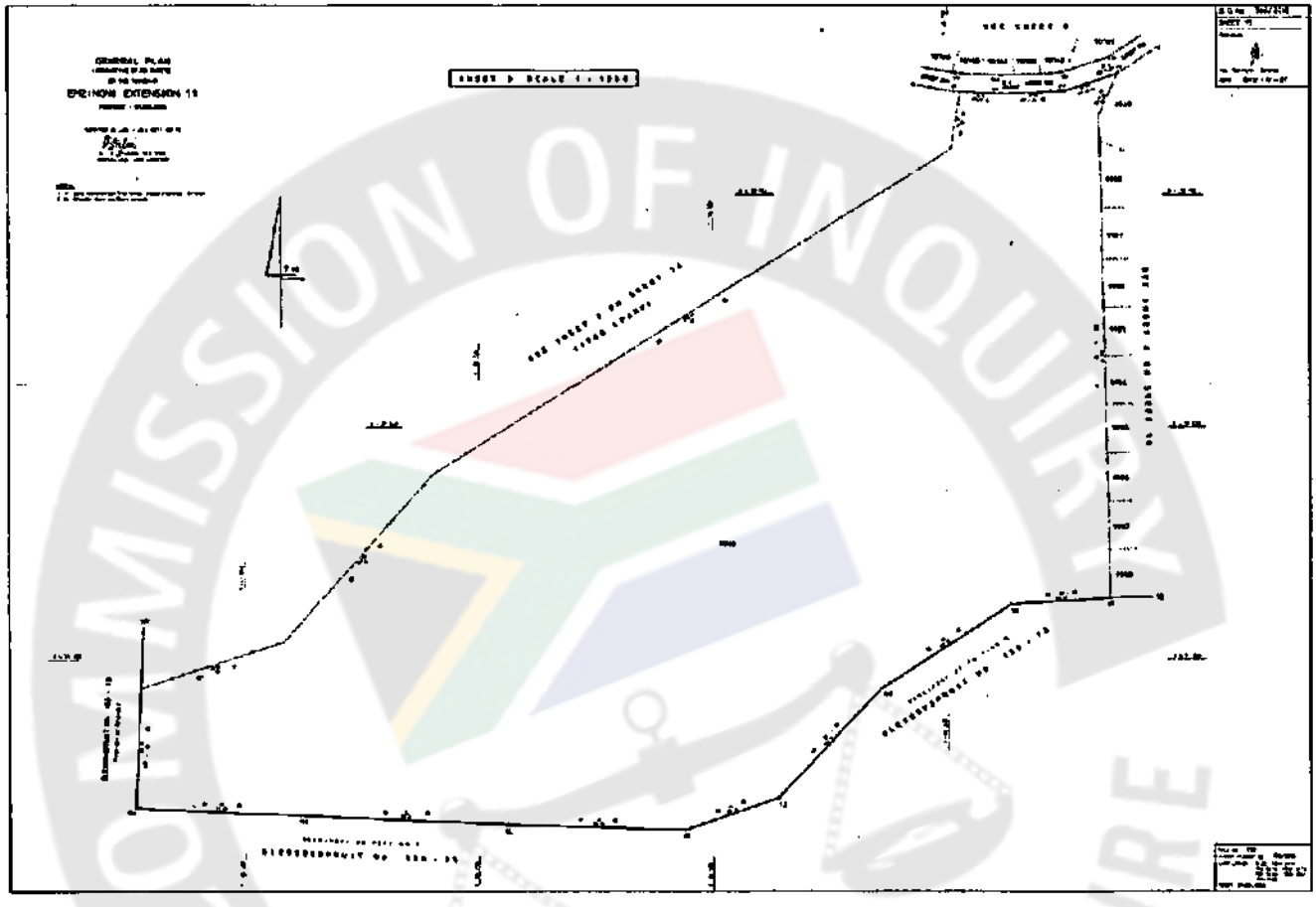


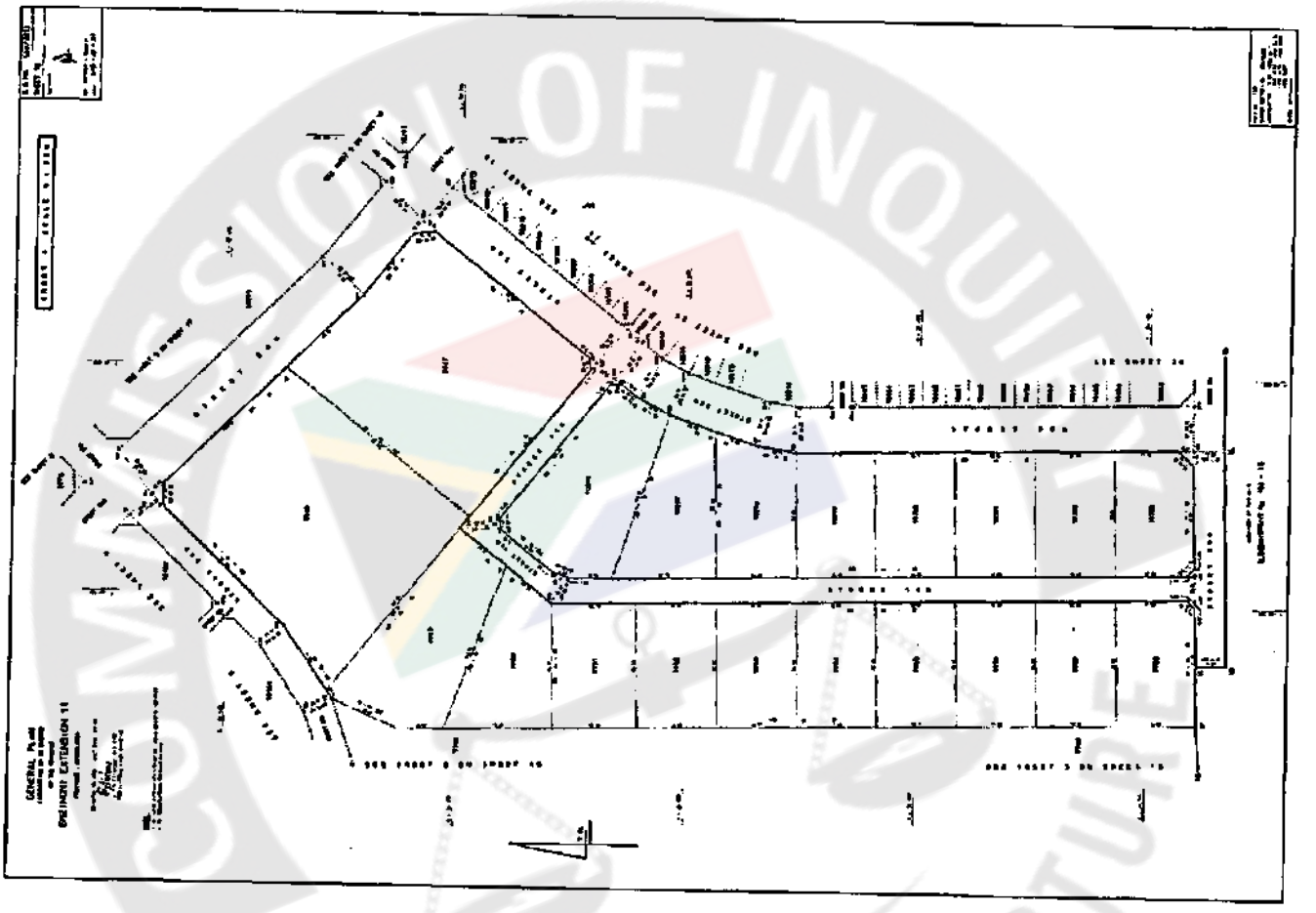


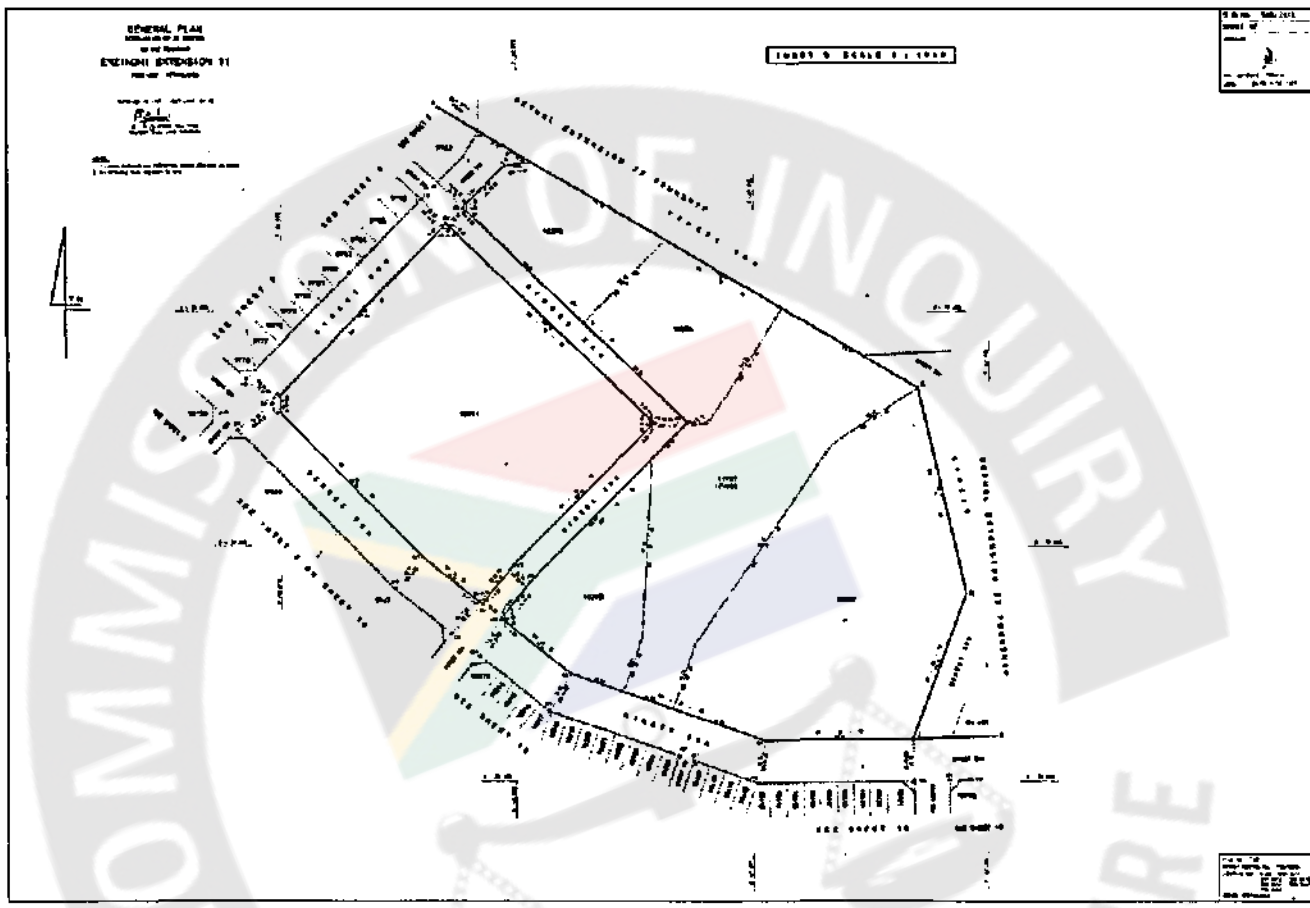


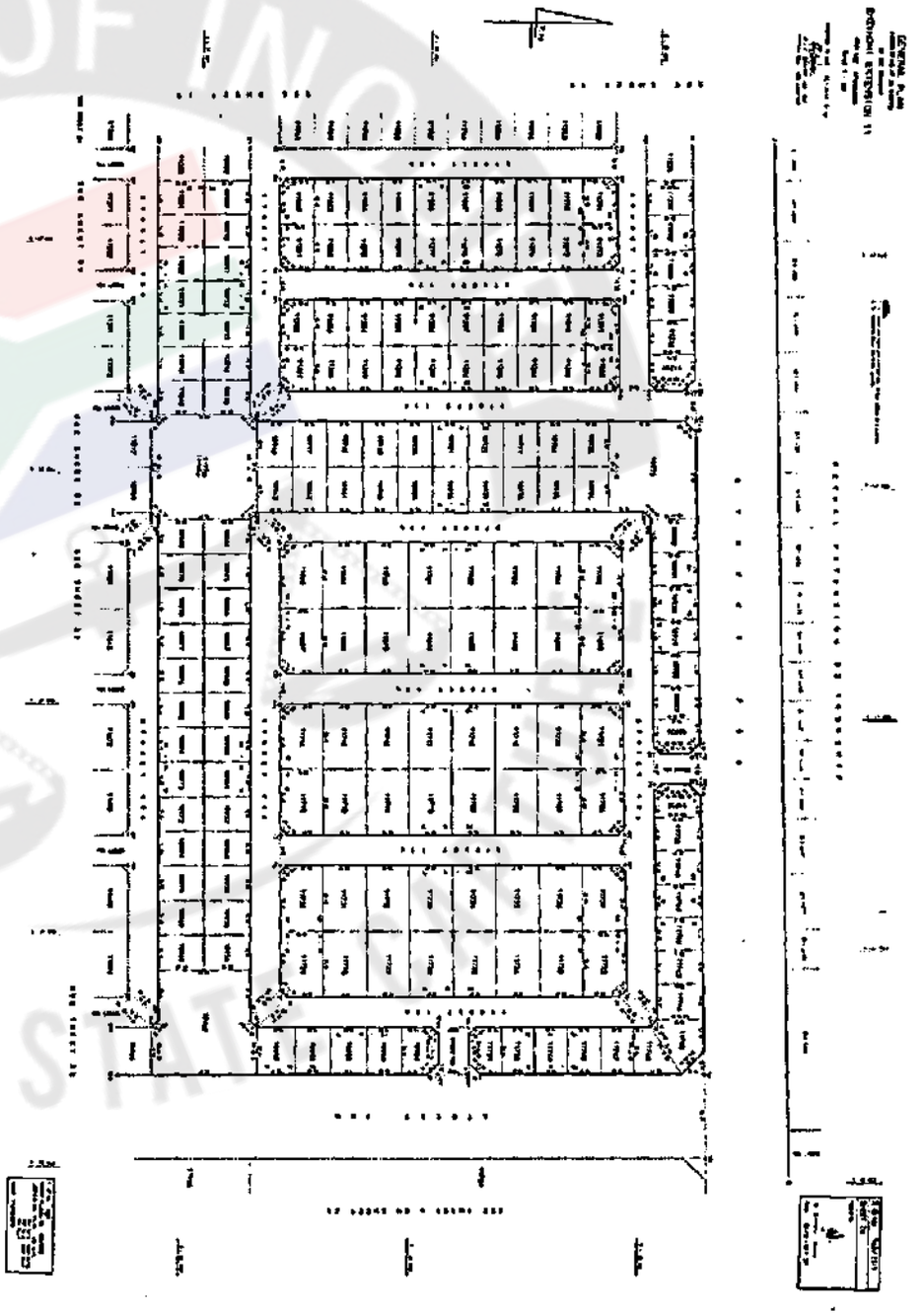


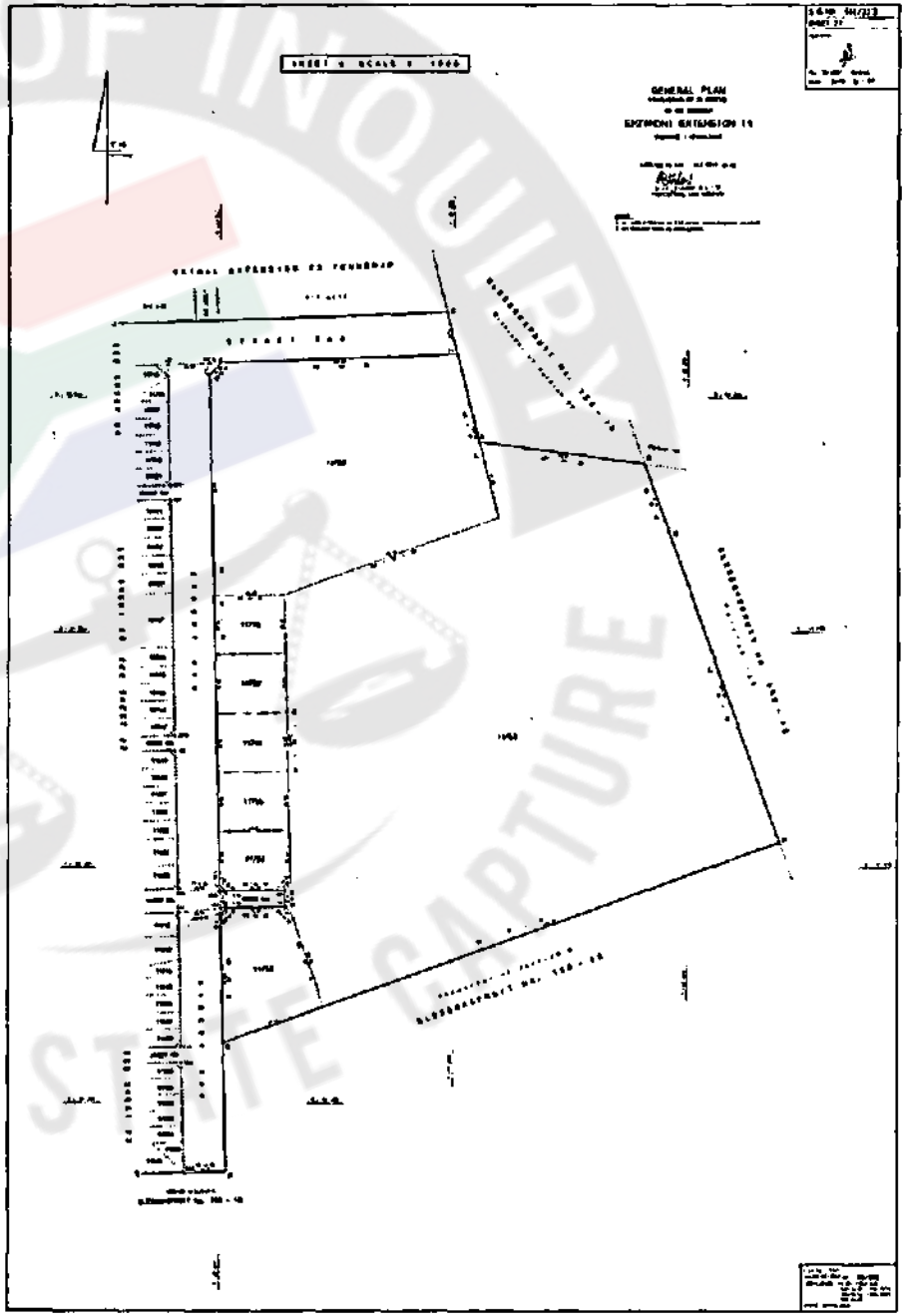


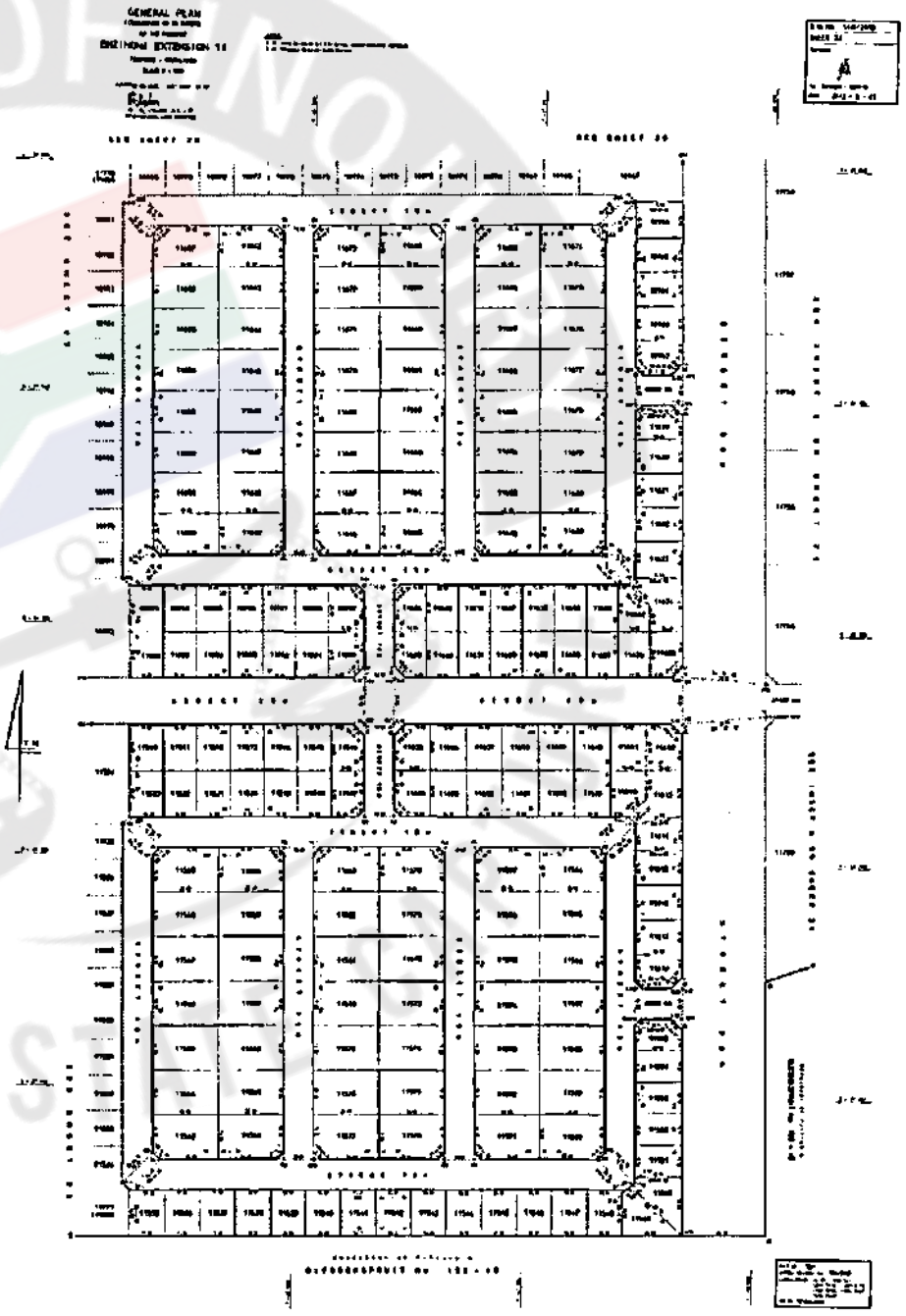


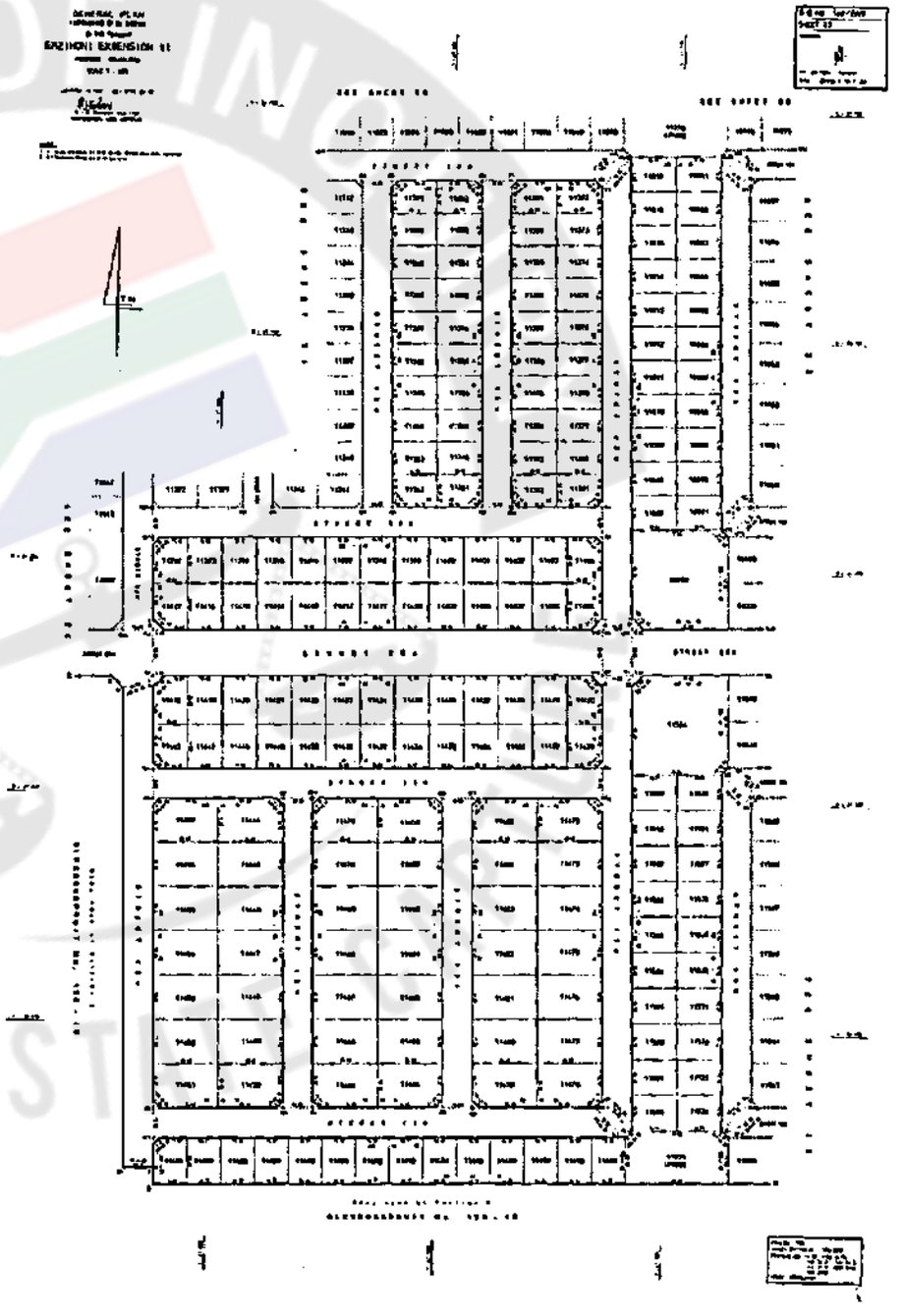


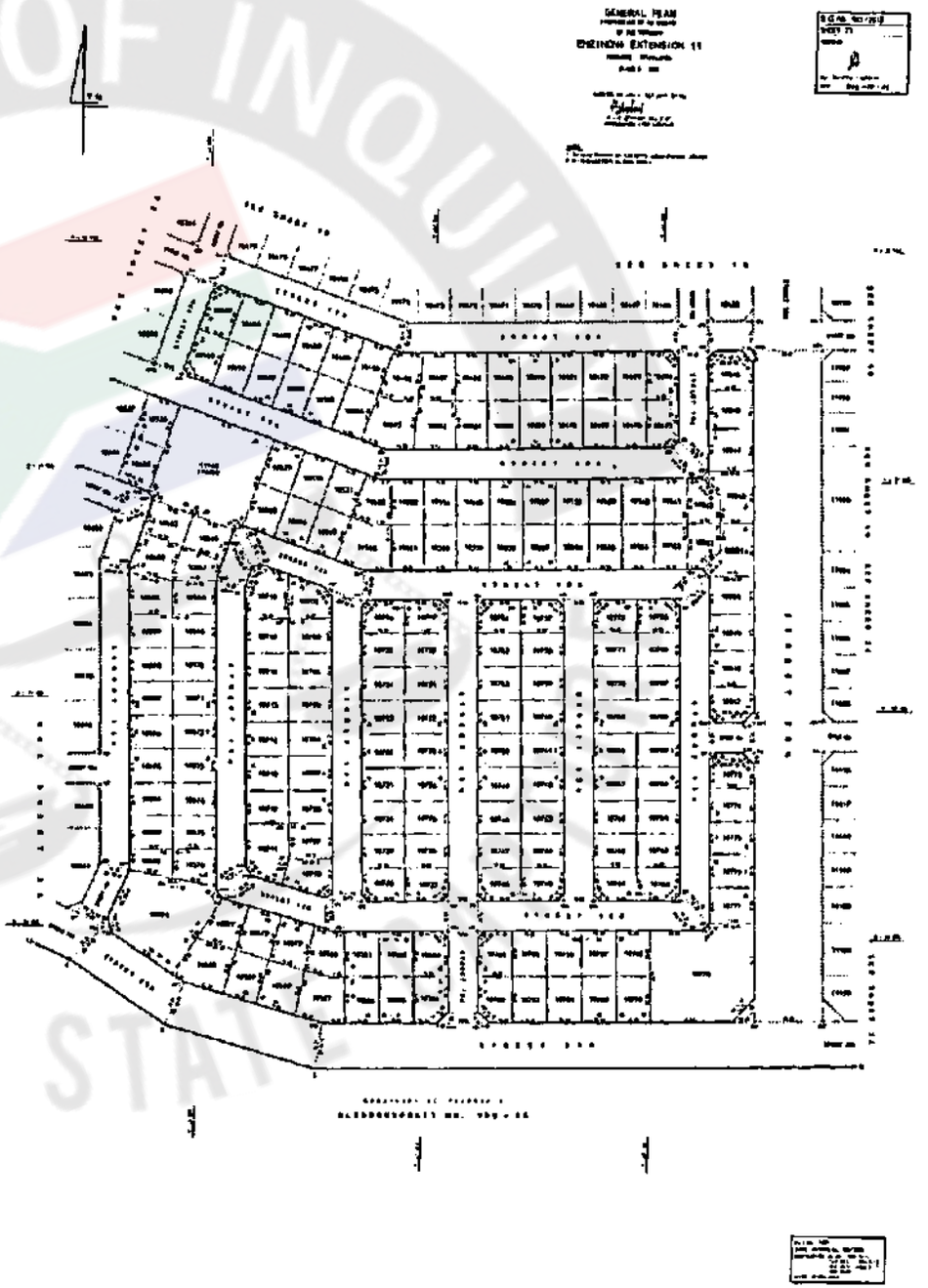







GENERAL PLAN
EXTENSION 11





geopower
engineering capacity

Bulk Electricity

2014-06-10

Octics (Pty) Ltd

Per email

PROPOSED SCOPE OF OUR SERVICES FOR TOWNSHIP DEVELOPMENT PROJECTS

1. As requested herewith the typical scope of our services rendered for township development projects.

2. Activity 1: Comments on preliminary township layout and investigation into the availability of electricity supply capacity

2.1 We are normally involved from the onset, in certain instances prior to the acquisition of the land, in order to estimate the cost of the bulk electricity (external service) required to service the envisaged township as such cost will have a bearing on the agreed purchase price of the land.

2.2 Our initial comments on the proposed township will address items such as the need for servitudes, ensuring the road reserve widths are in accordance with the relevant municipalities minimum requirements and comments on the draft land use specified in the conditions. The latter is important to ensure that there are no unnecessary land uses included in the conditions that will trigger high demand bulk contribution tariffs.

3. Activity 2: Preliminary report on electricity, included as a support document to the town planners memorandum and application to council

3.1 The town planner is required to address the supply of electricity to the township and therefore a typical two page document is provided in which the point of supply, availability of capacity, upgrades required is outlined.

3.2 In the event of an EIA application for the township, we need to confirm that the capacity is available or will be available after certain upgrades are undertaken to ensure sustainability of the electricity supply to a proposed township.

4. Activity 3: Service report

4.1 Once the conditions of township establishment have been approved, we prepare and submit a comprehensive service report to the municipality and other relevant parties for approval.

4.2 The service report contains a description of the township and its land-use and outlines both the external electricity supply to the township as well as the internal electricity services of the township.

4.3 The calculation of the demand of the township as determined from the approved land-use is provided in the service report for two reasons. Firstly to ensure that sufficient supply capacity is available to service the township on a sustained basis and that the design of the proposed distribution network is adequate to supply the demand and secondly to calculate the bulk contribution for electricity.

4.4 Our service report will include a cost estimate of the external and internal electricity services.

61 Ingersol Road, Menlyn, Pretoria
PO Box 365, Menlyn, 0063
www.geopower.co.za
T: 0861 E POWER

5. Activity 4: Detail design of the township external & internal services

5.1 In order to proclaim the township it is necessary that service agreements are entered into with the respective engineering departments. In order to prepare the service agreement for electricity, the municipality requires the consultant to undertake the detail design and costing of the townships electricity services. Such detail design needs to be approved by the municipality prior to the drafting of the service report.

5.2 The detail design of the township electricity services forms the plan that will be implemented by the contractor to be appointed by the developer for the installation of the electricity services.

6. Activity 5: Service agreement

6.1 Once the detail design is approved we assist the council with the preparation of the service agreements.

6.2 The guarantee amounts that are provided in the agreement are obtained from our costings undertaken on the final design.

7. Activity 6: Procurement

7.1 Tender documentation is prepared for the execution of the approved electricity services in accordance with the specifications and requirements of the municipality.

7.2 Tenders will thereafter be called, evaluated, adjudicated and a tender report submitted to you in which one of the contractors is recommended to be appointed for the works.

8. Activity 7: Article 101 clearance from electricity

8.1 In order to proclaim the township, an article 101 clearance is required from each respective engineering department. We assist with this matter by obtaining the clearance from electricity and ensuring that it is submitted to Legal who collate and produce the 101 certificate.

8.2 The installation of the services need to be completed prior to this activity or alternatively the specified guarantee is to be provided to the council.

8.3 We plan an monitor the installation of the electricity service (which is the last service) to co-incide with the proclamation requirement.

9. Activity 8: Section 82 clearance from electricity

9.1 Once the services have been installed a section 82 clearance is required from each engineering department. We assist with this matter be obtaining the section 82 clearance from electricity and ensuring that it is submitted to Legal who will collate and issue the Section 82 certificate.

9.2 In order to obtain the section 82 clearance, the electricity services need to be energised and handed over to the municipality with the as-built drawings.

9.3 A 10% retention guarantee is to be provided.

10 Activity 9: Retention inspection and release of retention guarantee

10.1 Upon the expiry of the 12 month defects liability period from the date of official hand-over of the services to the council, we convene a retention inspection with the representative of the council.

10.2 If all is found to be in order the retention guarantee is released at that stage and our involvement is completed.

Yours sincerely

ROBERT ZIETSMAN
for GEOPOWER
0828006000

geopower
engineering capacity

Bulk Electricity

2014-03-12

Octics Holdings (Pty) Ltd
Design Quarters Precinct
Corner of William Nicol and Lesley Avenue
FOURWAYS
2160

EMZINONI EXTENSION 11 – ELECTRICITY SCOPE OF WORKS AND FEE PROPOSAL

1. INTRODUCTION

1.1 The purpose of this report is to primarily define the scope of works for the provision of bulk electricity to the proposed township of Emzinoni Extension 11, the servicing of the various commercial and residential erven with electricity, as well as our proposed professional fees for undertaking such services.

1.2 This document was prepared following a request by the project manager Projectworks, and was prepared against the backdrop of the various meetings held at their offices, a visit to the site on 10 March 2014 and the township and other information that was distributed to the team members.

1.3 A concept design was undertaken for the electricity distribution and reticulation networks in order to compile a comprehensive and realistic cost estimate of the works.

2. BRIEF TOWNSHIP DESCRIPTION

2.1 The proposed township is situated south of the existing township developments in Bethal, between the R38 (Standerton road) and R35 (Morgenzon road) provincial roads. These two roads provide the access to the township which links the two provincial roads via a spline road.

2.2 The land use of the proposed township is predominantly that of residential but includes commercial and other land uses as well such as schools and a large erf for a shopping centre.

2.3 A medium voltage satellite MV switching substation is proposed in the vicinity of the south-western corner of the shopping centre site and a 20m x 15m servitude in favour of the municipality is required on this erf for such purpose.

3. DEMAND FORECAST AND BULK SUPPLY CAPACITY

3.1 The ultimate demand of the township, that will be added to the existing demand of the Eskom point of delivery POD at Bethal, is unlikely to exceed 8,8MVA at the primary substation level due to diversity amongst residential and commercial power users as well as between residential users. The initial demand will however be much lower and will increase with time and saturate at an ultimate demand level.

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T: 0861 E POWER

3.2 An ADMD of 5kVA per residential erf is envisaged, which together with the non-residential land uses, necessitates the provision of 47 miniature substations with a collective installed capacity of 14,8MVA.

3.3 The conceptual design of the bulk MV supply to the township is based on a 12MVA firm (N-1) electricity supply which is upgradable in future.

4. SCOPE OF OUR SERVICES

4.1 The scope of our services will include the following:

4.1.1 Bulk electricity services

(a) Liaison with the Eskom Customer Executive on behalf of the Govan Mbeki Municipality for an increase in the Notified Maximum Demand NMD of the current point of supply.

(b) Upgrading and extensions to the existing Eskom and Municipal bulk electricity supply infrastructure.

(c) Assisting the municipality with obtaining feasibility and budget quotations from Eskom for the Eskom component of the works.

(d) Preparation of a detailed design report for the bulk electricity infrastructure for approval by the DBSA, Govan Mbeki Local Municipality and by Eskom.

(e) Detailed design of the bulk MV distribution network to Emzinoni Extension 11.

(f) Preparation of tender documentation including the schedule of prices, calling and adjudicating of tenders.

(g) Monitoring and supervision of the works.

(h) Preparation of interim and the final payment certificates as the works progresses.

(i) Testing and commissioning of the works and handing over thereof together with maintenance manuals and as-built information and drawings.

4.1.2 Internal township services

(a) Liaison with the representatives of Govan Mbeki Local Municipality with regards their specific material and equipment requirements for the internal electricity services which will be handed over for maintenance and operation.

(b) Preparation of a detailed services report for the internal township electricity services which defines the materials and equipment that will be provided for the medium voltage cable network, satellite and miniature substations, low voltage distribution network and street lighting.

(c) Preparation of a service agreement to be signed between the developer and the Govan Mbeki Local Municipality.

(d) Detailed design of the internal township electricity services.

(e) Preparation of tender documentation including the schedule of prices, calling and adjudicating of tenders.

(f) Monitoring and supervision of the works.

(g) Preparation of interim and the final payment certificates as the works progresses.

(h) Assistance with obtaining the township legal documents, such as the Section 101 clearance for proclamation and the Section 82 clearance upon final completion of the works.

(i) Testing and commissioning of the works and handing over thereof together with maintenance manuals and as-built information and drawings.

5. ESTIMATED COST OF THE WORKS

5.1 The estimated cost of the bulk electricity supply and internal electricity township services is based on conceptual designs that were undertaken for this township by Geopower. The estimated costs are based on the use of cables with aluminium conductors which are less expensive and less likely to be stolen like cables with copper conductors.

5.2 The prices indicated below are based on present day costs and exclude value added tax and professional fees.

5.3 No bulk contributions in terms of the Township Ordinance is payable to the municipality as the developer is obliged to increase the electricity supply capacity and to provide all the required infrastructure, at its cost, in accordance with their agreement with Council.

5.4 Estimated cost of the works:

5.4.1 Primary works (Bulk electricity infrastructure)

(a)	Upgrading of the bulk electricity infrastructure:	R 50,000,000
(b)	Bulk MV supply to Emzinoni Extension 11	R 27,000,000
	SUB-TOTAL : PRIMARY WORKS	R 77,000,000

5.4.2 Secondary works (Township internal services)

(a)	MV distribution network	R 9,000,000
(b)	MV/LV miniature substations	R 15,000,000
(c)	LV reticulation and street lighting	R 44,000,000
	SUB-TOTAL : SECONDARY WORKS	R 68,000,000
	TOTAL ESTIMATED COST OF WORKS	R 145,000,000

6. PROFESSIONAL FEE PROPOSAL

6.1 Our professional fee proposal is based on a percentage basis with fixed amounts for the preparation of the bulk electricity design and internal service reports.

6.2 Our fees for the preparation of the two reports presented in the scope of works is as follows:

6.2.1	Design report of the bulk electricity infrastructure	R 32,000-00
6.2.2	Services report for the internal electricity services	R 18,000-00

6.3 Our percentage fees for the scope of works as defined in this document is set out below:

(a) Upgrading of the bulk infrastructure on a design and supply basis

Professional fee of 3,5% of the estimated amount of R50,000,000

= R 1,750,000-00

(b) Bulk MV supply to Emzinoni Extension 11

Professional fee of 6% of the estimated amount of R27,000,000

= R 1,620,000-00

(c) Township internal electricity services for Emzinoni Extension 11

Professional fee of 7% of the estimated amount of R68,000,000

= R 4,760,000-00

(d) Disbursements

R500,000-00

6.4 Summary of professional fee proposal

6.4.1	Design report for bulk electricity infrastructure	R 32,000
6.4.2	Services report for the internal electricity services	R 18,000
6.4.3	Upgrading of bulk infrastructure	R1,750,000
6.4.4	Bulk MV supply to Extension 11	R1,620,000
6.4.5	Township internal electricity services	R4,760,000
6.4.6	Disbursements	R 500,000
6.4.7	Total : Professional fees for electricity	R8,680,000

Our professional fees per residential unit only (2200 units) is R3,945 per unit.

We trust that the foregoing is in order and we look forward to assisting you with the electricity services for your smart growth village.

Yours sincerely

ROBERT ZIETSMAN
for GEOPOWER
0828006000

QS Consult Africa cc
Tel: 0861 777 272
Fax: 012 - 333 6357

February 12, 2014

EMZINONI SMART GROWTH DEVELOPMENT

PHASE 1

BUDGET REPORT

PREPARED BY

QS Consult Africa

QS Consult Africa cc
1239 Cobham rd
QUEENSWOOD
0121

TEL : .0861 777 272
FAX : 086 660 3576
CELL : 079 525 6270
Contact : Mr AG Lubbe

EMZINONI SMART GROWTH DEVELOPMENT
PHASE 1
BUDGET REPORT

12 February 2014

	Primary Developers Costs/Contributions
	Secondary Developers Costs/Contributions
	Total

SERVICES	TOTAL BUDGET	Allocation: Primary Development Cost	Allocation: Secondary Developers Costs/Contributions	Total
1.00 Civil; Roads, Storm water				
1.01 Bulk Infrastructure (Main Roads and Network)	R 65 000 000	R 65 000 000		
1.02 Secondary access roads and Ring roads	R 127 000 000		R 127 000 000	
A	R 192 000 000			R 192 000 000
2.00 Civil; Water, Sewerage				
2.01 Bulk water supply	R 10 000 000	R 10 000 000		
2.02 Water Reservoir	R 25 000 000	R 25 000 000		
2.03 Internal Bulk Reticulation	R 19 000 000	R 19 000 000		
2.04 Main Sewer reticulation	R 20 000 000	R 20 000 000		
2.05 Waste water treatment	R 20 000 000	R 20 000 000		
2.06 Individual Stand services, water and sewer	R 17 500 000		R 17 500 000	
B	R 111 500 000			R 111 500 000
3.00 Electrical				
3.01 Upgrading Bulk Infrastructure	R 50 000 000	R 50 000 000		
3.02 Bulk MV supply	R 27 000 000	R 27 000 000		
3.03 MV Distribution network	R 9 000 000		R 9 000 000	
3.04 MV/LV miniature substations	R 15 000 000		R 15 000 000	
3.05 LV Reticulation and street lighting	R 44 000 000		R 44 000 000	
C	R 145 000 000			R 145 000 000
4.00 Landscaping / Hardscaping				
4.01 Landscaping / Hardscaping of main roads walkways and parks	R 18 880 000	R 18 880 000		
D	R 18 880 000			R 18 880 000
TOTAL (A+B+C+D)	**R 467 480 000**	**R 254 680 000**	**R 212 800 000**	**R 467 480 000**
Professional Fees Allowance 15%	R 70 122 000	R 38 232 000	R 31 890 000	R 70 122 000
TOTAL PHASE 1 BUDGET INCL FEES	**R 537 602 000**	**R 293 112 000**	**R 244 490 000**	**R 537 602 000**

SUBFOLDER 2

Vikash Narsai

From: Thalente <thalente@corporateconnectsa.co.za>
Sent: Thursday, 18 June 2015 23:22
To: Vikash Narsai
Subject: Invoice - VNAC-01-2015
Attachments: Invoice - VNAC-01-2015.pdf

Vikash,

Please find attached the invoice.

Kind Regards,

Thalente

PREMIER ATTRACTION 1016cc **INVOICE**

21 West Road South
Sandton
Johannesburg
2196

INVOICE NO: VNAC/01/2015
DATE: 18 JUNE 2015

TO: NEXOR 312 (PTY) LTD T/A VNA CONSULTING
596 Peter Mokaba Ridge
Berea
Durban
4001

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Consulting services – Mpumalanga development		R 2 000 000 - 00
		VAT	-
		TOTAL DUE	R 2 000 000 - 00

ACCOUNT DETAILS

PREMIER ATTRACTION 1016cc
241 317 983
STANDARD BANK
KILLARNEY BRANCH

Thank you for your business!

Standard Bank of South Africa

ComputerGeneratedCopy

The Standard Bank of South Africa Limited Registered Bank Reg. No. 1962/000738/06

REPRINT CUSTOMER ALL PAYMENTS FINAL AUDIT REPORT

½Customer No 22462423
User ID QQI42
½Sub Module SSVS
½Description PREMIER ATRACTION-VNAC/01/2015
½Final releasing operators GPF73 H P NARSAI

User Name VNA CONSULTING
Reference 2015170004
Action date 20150619
N/A

½Sub-batch 001 From Account no 000025054923 9 From Account Name NEXOR 312 CC T/A VNA

Trans No.	Account No	Branch No	Statement Ref	Account Name	Creditor Code	Amount	Status Description	RTGS/RTC	ISN/Bus Ref	Pay Alert
1	241317983	51001	VNAC/01/2015	PREMIER ATTRACTION 1016 CC		2,000,000.00	FINAL AUDIT TO BE DOWNLOADED		0	N

½Totals for Sub Batch 001
½Total amount processed 2,000,000.00
½Total amount rejected 0.00
½Total Sub Batch amount 2,000,000.00
½Total RTGS Processed 0 Amount 0.00
½Total RTC Processed 0 Amount 0.00
½Total RTGS Rejected 0 Amount 0.00
½Total RTC Rejected 0 Amount 0.00
½Hash Total 48263596600000000
½Total Batch amount processed 2,000,000.00
½Total Batch amount rejected 0.00
½Total Batch amount 2,000,000.00

½Total RTGS Processed 0 Amount: 0.00
½Total RTC Processed 0 Amount: 0.00
½Total RTGS Rejected 0 Amount: 0.00
½Total RTC Rejected 0 Amount: 0.00

*** DISCLAIMER ***

Make sure that you have entered the correct account number as we will pay to, or collect from, the account number you entered. Banks do not check that the specified account number and account name match. Accordingly, Standard Bank cannot be held responsible for payments going to, or collections being taken from, an incorrect account number should incorrect or fraudulent account details be entered. If you would like more information, speak to your Standard Bank representative about our account verification services.

** END OF REPORT **

[redacted]

SUBFOLDER 4

CLIENT/CONSULTANT
PROFESSIONAL SERVICES AGREEMENT

PROJECT : EMZINONI EXTENSION 11 (BETHAL, MP)

CLIENT : OCTICS HOLDINGS

CONSULTANT : VNA CONSULTING

SERVICE : PROFESSIONAL SERVICES (PM, ARCHITECT, QS C/ENG, S/ENG, E/ENG M/ENG, W/ENG.)

AGREEMENT DATE: 24/07/2015 REFERENCE : V15-0337

THIS AGREEMENT IS RECOMMENDED BY THE PROCSA CONSTITUENTS

Association of Construction Project Managers
Association of Consulting Town and Regional Planners
Association of South African Quantity Surveyors
Public Property Syndication Association
South African Association of Consulting Engineers
South African Black Technical & Allied Careers Organisation
South African Council of Shopping Centres
South African Institute of Architects
South African Institute of Black Property Practitioners
South African Institute of Valuers
South African Property Owners Association

ALSO RECOMMENDED BY

Africa Association of Quantity Surveyors

August 2003

P.O. Box 70803, OVERPORT, 4067
DURBAN, SOUTH AFRICA
31 ST. MARGARET AVE, HURLEYVALE
EXTENSION 1, EDENVALE, 1609
TEL: +27 11 453 8727
FAX: +27 11 453 2337
email: info@vnac.co.za
Vat No: 4940205944

EXPLANATORY NOTES

Introduction

This Client/Consultant Professional Services Agreement was compiled in the interests of standardisation and good practice in the construction industry on a mandate from the Property Council of South Africa (PROCSA) by a committee representing the Association of Construction Project Managers, the Association of South African Quantity Surveyors, the South African Association of Consulting Engineers, the South African Institute of Architects and the South African Property Owners Association.

Structure of document

The Client/Consultant Professional Services Agreement comprises: -

- The agreement
- Annexure A : The schedule
- Annexure B : Scope of services
- Further Annexures : As required and identified in the schedule which may include the relevant tariff of professional fees and schedule of disbursement rates

TABLE OF CONTENTS

CLIENT CONSULTANT PROFESSIONAL SERVICES AGREEMENT

THE AGREEMENT

1.0 DEFINITIONS AND INTERPRETATION

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

1.1.1 **"AGREEMENT"** means this Client/Consultant Professional Services Agreement and other documents listed in the **schedule** which together form the agreement between the **client** and the **consultant**

1.1.2 **"DAYS"** means twenty-four (24) hour days commencing at midnight (00.00) which include working and non-working days

1.1.3 **"CLIENT"** means the contracting party so named in the **schedule**

1.1.4 **"CLIENT'S REPRESENTATIVE"** means a representative designated by the **client** and so named in the **schedule** to act with complete authority on his behalf and who shall be available at all reasonable times

1.1.5 **"CONTRACT"** means an agreement entered into between the **client** and a **contractor** for the execution of the **project** or part thereof

1.1.6 **"CONTRACTOR"** means the entity or entities entering into **contracts** with the **client** for the execution of the **project** or part thereof

1.1.7 **"CONSULTANT"** means the contracting party so named in the **schedule**

1.1.8 **"OTHER CONSULTANT"** means any entity acting on behalf of the **client** to provide professional or specialist **services** on any aspect of the **project**, other than the **consultant** appointed in this **agreement**

1.1.9 **"PARTY"** means the entity or entities entering into this **agreement**

1.1.10 **"PRINCIPAL AGENT"** means the consultant so named in the schedule appointed to manage and administer the contract

1.1.11 **"PRINCIPAL CONSULTANT"** means the consultant so named in the schedule appointed to manage and administer the services of all other consultants appointed by the client for the project

1.1.12 **"PROJECT"** means the project so named and described in the schedule

1.1.13 **"SCHEDULE"** means the variables, amendments and/or special conditions as set out in Annexure A

1.1.14 **"SERVICES"** means the duties and responsibilities of the consultant as set out in Annexure B

1.1.15 **"TAX"** means value added tax, sales tax or any other statutory tax or levy applicable to this agreement

1.1.16 **"WORKS"** means all work executed or intended to be executed according to a contract

The client and consultant choose *domicilium citandi et executandi* at the physical addresses as stated in the schedule. Either party may by notice to the other change its *domicilium citandi et executandi* provided that such new physical address shall be in the same country as stated in the schedule

Any legislation referred to in this agreement shall be, including any amendments thereto, current on first signature of this agreement

In this agreement, unless inconsistent with the context

The word "deemed" shall be conclusive that something is fact, regardless of the objective truth

The words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide" "designate", "instruct", "issue" "notify", "object", "reply", "request" and "specify", shall indicate an act carried out in writing

The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include corporate bodies

The headings of clauses are for reference purposes only and shall not be taken into account in construing the context thereof

The only law applicable to this agreement is the law as stated in the schedule

All monetary amounts exclude tax, which tax shall be added to any amounts which become due and payable

Any notice given in terms of the agreement may be delivered by hand, sent by prepaid registered post, facsimile or e-mail. A notice shall be deemed to have been duly given when:

Delivered – on the date of delivery

Sent by prepaid registered post – seven (7) days after posting

Sent by telefax – one (1) day after transmission

Sent by e-mail – one (1) day after transmission

This agreement constitutes the entire agreement between the parties and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, or cancelling, or deleting from this agreement shall be effective unless reduced to writing and signed by both parties

The original signed agreement shall be held by the entity so named in the schedule who shall provide copies certified by a commissioner of oaths to either party on request

2.0 **PROJECT**

The client is desirous of undertaking the project so named in the schedule

2.1 The project is situated on a site as stated in the schedule

3.0 **APPOINTMENT**

3.1 The client appoints the consultant who accepts the appointment to carry out the services as stated in this agreement

4.0 DURATION OF AGREEMENT

4.1 This **agreement** shall be effective from the date of signature thereof or when the **consultant** commenced the **services** provided for in this **agreement**, whichever is the earlier

4.2 This **agreement** shall be deemed to have been fulfilled when the **consultant** has completed the **services** or on payment of his closing account, whichever is the earlier

5.0 CLIENT'S OBLIGATIONS

5.1 The **client** including any other **consultants** or party acting on his behalf, shall accurately and timeously specify their requirements and provide information, decisions and instructions to the **consultant**

5.2 The **client** shall, if requested to do so by the **consultant**, provide within fourteen (14) days proof that funding is available for the **project** and/or provide an acceptable guarantee for the payment of the **consultant's** fees and disbursements

5.3 The **client** shall notify the **consultant** of the appointment of other **consultants** for the **project**

5.4 The **client** shall instruct the other **consultants** to co-operate in absolute good faith and comply with and adhere to all reasonable requests by the **consultant** and the **principal consultant**

5.5 The **client** shall make available free of charge to the **consultant** for the purposes of the **services**, the equipment and facilities as stated in the **schedule**

6.0 CONSULTANT'S OBLIGATIONS

6.1 The **consultant** shall execute the **services** as stated in Annexure B

6.2 The **consultant** shall exercise reasonable professional skill, care and diligence in the performance of his obligations in terms of this **agreement**

6.3 Where the **services** assigned to the **consultant** include the obligation to certify or to exercise discretion or quasi-arbitrational functions in carrying out its **services**, the **consultant** shall be obliged to exercise such obligations, discretions and functions in an independent professional manner acting with reasonable skill, care and diligence towards all interests involved

6.4 The consultant shall not make any material alteration, or addition to, or omission from the approved design, budget, or programme without the consent of the client except when arising from an emergency. The consultant shall notify the client and principal consultant as soon as possible of the action taken in such an emergency

6.5 The consultant shall provide proof of professional indemnity insurance in terms of the requirements as stated in the schedule within fourteen (14) days of signature of this agreement by the consultant

The consultant shall maintain the insurance policy for the duration of the liability period and shall from time to time at the client's request, provide a certificate of proof of such insurance

6.6 The consultant shall co-operate in absolute good faith and comply with and adhere to all reasonable requests by the client, other consultants and the principal consultant

7.0 LIMIT OF CONSULTANT'S LIABILITY

7.1 The consultant shall not be liable for the following:

7.1.1 The acts or omissions of other consultants

7.1.2 Construction methods, techniques, sequences and procedures employed by the contractor

7.1.3 Any material, component, system or workmanship failing to perform according to the claims of the manufacturers, suppliers, contractors or subcontractors

7.1.4 Any reasonable deviations from any estimates of costs and/or budgets

7.1.5 Failure by the contractor or the client to perform in terms of the contract

7.1.6 Delays due to causes outside of the consultant's control

7.1.7 Acts or omissions of third parties

7.2 The consultant's liability in terms of the agreement and in delict is at all times limited to and shall not exceed the greater of twice the consultant's fee in terms of 8.0 or the limit of the professional indemnity insurance in terms of 6.5

7.3 All contractual and delictual claims against the **consultant** shall be extinguished by prescription after the lapse of a period of five (5) years, which period shall commence on the earlier of:

7.3.1 Practical or other equivalent completion of the works, or

7.3.2 Completion by the **consultant** of his services

7.3.3 Suspension, postponement, expiry, cancellation or termination of all the **contracts**; or

7.3.4 Cancellation or termination of this agreement

8.0 **PROFESSIONAL FEES**

8.1 The **client** agrees to pay the **consultant** fees as stated in the schedule for the services to be rendered

9.0 **THIRD PARTY SERVICES**

9.1 The **client** shall appoint and remunerate any third party rendering services to the project

9.2 The **client** shall reimburse the **consultant** for all expenses incurred in respect of fees and charges for specialised services rendered by others on behalf of and with the approval of the **client**

10.0 **DISBURSEMENTS**

10.1 In addition to the fees payable, the **client** shall reimburse the **consultant** for all reasonable disbursements properly incurred in terms of this agreement. Disbursement shall, *inter alia*, include the following, or as stated in the schedule:

10.1.1 Typing, printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchasing of documents, excluding internal use by the **consultant**

10.1.2 Accommodation, subsistence and travelling, including kilometre allowances at current recognised rates for the use of vehicles

10.1.3 International telephone calls and facsimiles, electronic communication, special postage and courier deliveries

11.0 ADJUSTMENT OF FEES AND DISBURSEMENTS

11.1 The client and the consultant acknowledge and agree that the fees and disbursements are based on the following parameters :

11.1.1 Scope of project

11.1.2 Scope of services

11.1.3 Project programme

11.1.4 Project and/or construction cost

11.1.5 Appointment of other consultants

11.1.6 Appointment of contractor

11.2 Should any material variation to the parameters stated in 11.1 occur, the fees and disbursements shall be adjusted

12.0 PAYMENT

12.1 The consultant shall be entitled to render invoices monthly. Such invoices shall be due and payable by the client within thirty (30) days of receipt thereof

12.2 The client shall be liable for interest for late payment of the consultant's invoices. Such interest shall be calculated at a rate of two per cent (2%) above the rate of interest applicable from time to time to prime borrowers at the consultant's bank from the due date for payment

12.3 Should the client dispute any aspect of an invoice submitted by the consultant, the client shall give notice with reasons before the due date for payment and shall not delay payment on the remainder of the invoice

12.4 Should the client allege a claim against the contractor or any third party, such claim shall be dealt with on its own merits and the client may not withhold payment to the consultant on this account

12.5 The client shall make payment without any set-off and herewith waives all rights to any such set-off

13.0 ASSIGNMENT

13.1 The **consultant** shall not without the written consent of the **client** assign the benefits from this **agreement** other than money

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

14.0 COPYRIGHT AND USE OF DOCUMENTS, DESIGNS AND DATA

14.1 The **consultant** retains copyright of all documents and/or designs prepared by him for the **project**. The **client** has the right to the use and the benefit of the documentation produced for the sole purpose of its intended use on the **project** subject to compliance with the terms and conditions of this **agreement**

14.2 The **client** is entitled to all data and factual information collected by the **consultant** and paid for by the **client**

15.0 CONFLICT OF INTEREST AND CORRUPTION

15.1 Should the **consultant** have any interest or involvement in the **project** other than a professional interest, such an interest shall be disclosed in the **schedule**

15.2 Notwithstanding any damages that may be claimed by the **client** in law, the **client** is entitled to terminate this **agreement** forthwith should it be shown that the **consultant** is guilty of:

15.2.1 Offering, giving, receiving or soliciting anything of value with a view to influencing the behavior or action of anyone, directly or indirectly, in the selection process or in the conduct of this **agreement**, or

15.2.2 Misinterpretation of facts in order to influence a selection process or the execution of a contract including the use of collusive practices intended to stifle or reduce the benefits of free and open competition

16.0 TERMINATION AND SUSPENSION

16.1 The **client** may terminate this **agreement** or suspend or terminate all or part of the services by notice to the **consultant** who shall immediately make arrangements to stop the services and minimise further expenditure

16.2 The **consultant** may by notice of at least fourteen (14) days terminate this **agreement**, or at his discretion and without prejudice to the right to terminate, suspend or continue suspension of performance of the whole or part of the **services**:

16.2.1 When after the due date for payment of any invoice the **consultant** has not received payment, or

16.2.2 When the **services** have been suspended under either 16.1 or 16.3 and the period of suspension has exceeded six (6) months, or it is clear to the **consultant** that it will be impossible or impractical to resume the suspended **services** before the period of suspension has exceeded six (6) months, or

16.2.3 If the **client** is in material breach of a term of this **agreement** and fails to rectify such breach within fourteen (14) days of the receipt of written notice requiring him to do so

16.3 Should either the **client** or **consultant** be prevented by a cause beyond his control from performing his obligations in terms of this **agreement**, it may be terminated or suspended without prejudice to the accrued rights of either **party** against the other

16.4 Should the **services** be terminated or suspended, the **consultant** shall be entitled to *pro rata* payment for the **services** carried out

16.5 Should the **services** be terminated or suspended other than in terms of 16.3 then, in addition to the fee calculated in terms of 16.4, the **consultant** shall be paid a surcharge of ten per cent (10%) of the remaining fee which would have been payable had the **services** been completed in terms of this **agreement**

16.6 Completion, termination or suspension of this **agreement** shall not prejudice or affect the accrued rights or liabilities of the parties in terms of this **agreement**

17.0 RESOLUTION OF DISPUTES

17.1 Should any dispute whatsoever arise between the **parties**, then either **party** hereto may declare a dispute by delivering the details thereof to the other **party** and request that such dispute be referred by the **parties**, without legal representation, to mediation by a single mediator at a place and time to be determined by the mediator

17.2 The mediator shall be:

17.2.1 Selected by agreement between the parties within fourteen (14) days or, failing such agreement,

17.2.2 Nominated on the application of either party by the person stated in the schedule

17.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted

17.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty (20) days of his appointment

17.5 The opinion so expressed by the mediator shall be final and binding on the parties unless either party within twenty (20) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion and requires the dispute to be referred to arbitration

17.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his written account

17.7 Each party shall bear any other costs it may have incurred in connection with the mediation

17.8 The mediation proceedings shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration

17.9 Arbitration shall be by a single arbitrator who shall be :

17.9.1 Selected by agreement between the parties within fourteen (14) days or, failing such agreement,

17.9.2 Nominated on the application of either party by the person stated in the schedule

17.10 The arbitrator shall have power to open up, review and revise any opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such opinion, decision, requisition or notice had been given

17.11 The arbitration shall be conducted according to the rules stated in the schedule

ANNEXURE A

THE SCHEDULE

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

A.1 CONTRACTING PARTIES

	Client	OCTICS HOLDINGS (PTY) LTD			
[1.1.3]	Postal address	DESIGN QUARTERS PRECINCT, CORNER WILLIAM			
[1.2]		NICOL AND LESLEY AVENUE, FOURWAYS.			
		Country	SOUTH AFRICA	Code	2160
		Tel	081 3005323	Fax	—
		e-mail	mocketsimokotung@yahoo.co.uk		
	Physical address	AS ABOVE			
		Country	—	Code	—
	Consultant	VNA CONSULTING (NEXOR 312 (PTY) LTD T/A VNA CONSULTING)			
[1.1.4]	Postal address	P.O. BOX 70803			
[1.2]		OVERPORT, DURBAN			
		Country	SOUTH AFRICA	Code	4067
		Tel	031 207 8121	Fax	031 207 8722
		e-mail	info@vnac.co.za.		
	Physical address	506 PETER MORABA RIDGE, BEREA, DURBAN			
		Country	SOUTH AFRICA	Code	4091

A.2 CLIENT'S REPRESENTATIVE

Name: PREMIER ATTRACTION

[1.1.7] Postal address: DESIGN QUARTERS PRECINCT, CORNER WILLIAM NICOL AND LESLEY AVENUE, FOURWAYS

[1.2]

Country: SOUTH AFRICA Code: 2160

Tel: 081 300 5323 Fax: —

e-mail: moeketsimokotong@yahoo.co.uk.

Physical address: AS ABOVE

Country: — Code: —

A.3 CONSULTANTS

Principal consultant: NEXOR 312 (PTY) LTD T/A VNA CONSULTING (name)

[1.1.11] Postal address: P.O. BOX 70803 OVERPORT, DURBAN

Country: SOUTH AFRICA Code: 4067

Tel: 031 2078121 Fax: 031 207 8722

e-mail: info@vnac.co.za

Physical address: 596 PETER MONABA RIDGE, BEREA, DURBAN

Country: SOUTH AFRICA Code: 4091

A.3.1 Principal agent: NEXOR 312 (PTY) LTD T/A VNA CONSULTING (name)

[1.1.10] Postal address: AS ABOVE

Country: Code:

Tel: Fax:

e-mail:

Physical address: AS ABOVE

Country: Code: —

A.3.2 Other consultants

(1.1.8)	Architect	KAYE & KAYE ASSOCIATE ARCHITECTS (PTY) LTD.
		(name / to be appointed / not applicable)
	Civil engineer	AKSHAN ENGINEERING (PTY) LTD.
		(name / to be appointed / not applicable)
	Electrical engineer	SNA CONSULTING
		(name / to be appointed / not applicable)
	Fire services engineer	TBA
		(name / to be appointed / not applicable)
	Interior designer	TBA
		(name / to be appointed / not applicable)
	Landscape architect	TBA
		(name / to be appointed / not applicable)
	Mechanical engineer	TBA
		(name / to be appointed / not applicable)
	Project manager	NEXOR 312 (PTY) LTD T/A VNA CONSULTING.
		(name / to be appointed / not applicable)
	Plumbing and drainage engineer	TBA
		(name / to be appointed / not applicable)
	Quantity surveyor	RMA CONSULTING (PTY) LTD.
		(name / to be appointed / not applicable)
	Structural engineer	AKSHAN ENGINEERING (PTY) LTD.
		(name / to be appointed / not applicable)
	(Service/Consultant)	*(name / to be appointed / not applicable)*
	(Service/Consultant)	*(name / to be appointed / not applicable)*
	(Service/Consultant)	*(name / to be appointed / not applicable)*
	(Service/Consultant)	*(name / to be appointed / not applicable)*
	(Service/Consultant)	*(name / to be appointed / not applicable)*

A.4 PROJECT
[1.1.12, 2.1, 2.2]

Name and description: EMZINONI EXTENSION 11 MULTI-USE DEVELOPMENT.

Site location and description: BETHAL, MPUMALANGA.

A.5 DOCUMENTS
[1.1.1, 1.9]

The agreement

Annexure A : The schedule

Annexure B : Scope of services

Annexure C : AS PER BRIEF & DOCUMENTS SUBMITTED BY

Annexure D : THALENTE MYENI

Annexure E :

Signed original documents held by VNA CONSULTING - AS HANDED OVER BY T. MYENI

A.6 PROFESSIONAL INDEMNITY INSURANCE
[8.5]

Limit of indemnity per claim R 5,000,000-00

Limit of indemnity in the aggregate R N/A

Non-claimable amount R N/A

The renewal date of the policy is 12 OCT 2015

A.7 PROFESSIONAL FEES
[8.1]

The professional fees for this project shall be 20,3 % INCLUSIVE OF 25% DISCOUNT ON TARIFF + THE AMOUNT OF R2million PAID TO PREMIER ATTRACTION excluding tax

A.8 DISBURSEMENTS
[10.1]

5%

excluding tax

A.9 INTERESTS OF CONSULTANTS
[15.1]

N/A

A.10 EQUIPMENT AND FACILITIES TO BE PROVIDED BY CLIENT
[5.5]

N/A

A.11 APPLICABLE LAW
[1.2.5]

The law applicable to the agreement shall be that of SOUTH AFRICA
(country)

A.12 MEDIATOR NOMINATED BY
[17.2.2]

Name TO BE MUTUALLY AGREED,
Address SHOULD THE NEED ARISE

Country Code
Tel Fax
email

A.13 ARBITRATOR NOMINATED BY
[17.9.2]

Name: TO BE MUTUALLY AGREED SHOULD
Address: THE NEED ARISE

Country: Code:
Tel: Fax:
email:

A.14 ARBITRATION ACT/RULES
[17.11]

RELEVANT APPLICABLE ACT AT TIME OF ARBITRATION.

A.15 AMENDMENTS AND/OR SPECIAL CONDITIONS
[1.1.13]

A.16 SIGNATURES OF THE CONTRACTING PARTIES
[1.1.9]

Thus done and signed at GAUTENG on 24 JULY 2015

M. MOKOTONG

Name of signatory

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

CEO

Capacity of signatory

SATISH RAGHUBIR

As witness

Thus done and signed at GAUTENG on 24 JULY 2015

VIKASH B NARSAI

Name of signatory

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

C.E.O

Capacity of signatory

SATISH RAGHUBIR

As witness

P.O. Box 70603, OVERPORT, 4067
DURBAN, SOUTH AFRICA
31 ST. MARGARET AVE, HURLEYVALE
EXTENSION 1, EDENVALE, 1609
TEL: +27 11 453 8727
FAX: +27 11 453 2337
email: info@vmac.co.za
Vat No: 4940205844

2nd Floor, Hillside House
17 Empire Road
Parktown
Johannesburg
2193
Tel: (010) 214-0651
Email: inquiries@sastatecapture.org.za
Website: www.sastatecapture.org.za

JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,

CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE

CHAIRPERSON'S DIRECTIVE IN TERMS OF REGULATION 10(6) OF THE REGULATIONS OF THE COMMISSION

TO	**:**	**MR THALENTE CYRIL MYENI c/o Bophela Molekane Inc**
ADDRESS	**:**	**Office 1721/22, Schreiner Chambers 94 Pritchard Street Johannesburg 2000**
TEL	**:**	**011 333 1179**
EMAIL	**:**	**info@bophelamolekaneinc.co.za**

1. By virtue of the powers vested in me in my capacity as Chairperson of the above-mentioned Commission by Regulation 10(6)* of the Regulations of the Judicial Commission of Inquiry Into Allegations of State Capture, Corruption and Fraud In the Public Sector Including Organs of State, I hereby direct you, **Mr Thalente Myeni,** to:

1.1 deliver on or before **Wednesday, 5 February 2020** to the Secretary or Acting Secretary of the Commission at the address given above an affidavit or affirmed declaration in which you set out, to the best of your knowledge, all the facts known to you about:

(a) An amount of R2 000 000 that was paid on 19 June 2015 from Nexor 312 (Pty) Ltd t/a VNA Consulting ("**Nexor**") into the bank account of Premier Attraction 1016 CC ("**Premier")**

(b) an amount of R1 000 000 that was paid on 24 October 2015 by Premier into a Standard Bank account of Isibonelo Construction CC ("**Isibonelo**");

(c) an amount of R1 150 000 that was paid on 11 December 2015 by Premier into a Standard Bank account of Isibonelo; and

(d) an amount of R1 000 000 that was paid on 2 February 2016 by Premier into a Standard Bank account of Isibonelo.

*Regulations 10(6) of the Regulations of the Commission reads: "For the purposes of conducting an investigation the Chairperson may direct any person to submit an affidavit or affirmed declaration or to appear before the Commission to give evidence or to produce any document in his or her possession or under his or her control which has a bearing on the matter being investigated, and may examine such person."

2. When you provide your account on the payments listed above, please ensure that you provide all documents relevant to these payments (including, but not limited to, any and all invoices, agreements and communications), as well as full details of:

2.1 the nature of the relationship between Nexor and Premier;

2.2 the nature of the relationship between Premier and Isibonelo;

2.3 the basis for the payment from Nexor to Premier;

2.4 the basis for the payments from Premier to Isibonelo;

2.5 how and from whom Premier obtained the bank account details of Isibonelo in order to make the payments referred in paragraphs 1.1(b) to (d) above; and

2.6 whether Premier made any other payments to Isibonelo other than the ones referred to in paragraphs 1.1(b) to (d) above;

2.7 whether Nexor made any other payments to Premier other than the one referred to in paragraph 1.1(a) above.

3. If you would like assistance from the Commission in order to prepare the affidavit or affirmed declaration, you must, within three days (excluding weekends and public holidays) of receipt of this directive, contact, or, communicate with, the Secretary or Acting Secretary of the Commission and indicate that you would like such assistance in which case the Commission will provide someone to assist you with the preparation of the affidavit or affirmed declaration. In such a case you will not pay anything for such assistance. Should you have difficulty in reaching the Secretary or Acting Secretary or should the Secretary or Acting Secretary not return your call or respond to your letter

or emails, you may contact Adv Andre Lamprecht on 071 323 0759 or at the email address of AndreL@commissionsc.org.za.

3. If, in order to prepare the affidavit, or affirmed declaration, you do not need any assistance from the Commission, you must, with or without the assistance of a lawyer of your own choice, prepare the affidavit or affirmed declaration and have it delivered to the Secretary or Acting Secretary of the Commission on or before the date given above for the delivery of the affidavit. If you make use of a lawyer of your own choice to assist you to prepare such affidavit or affirmed declaration, the Commission will not be responsible for the payment of your lawyer's fees or costs.

4. This directive is issued for the purpose of pursuing the investigation of the Commission.

5. Your attention is drawn to Regulations 8(2), 11(3)(a) and (b) and 12(2)(b) and (c) of the Regulations of the Commission. Regulation 8(2) reads:

"8 (1) . . .

(2) A self-incriminating answer or a statement given by a witness before the Commission shall not be admissible as evidence against that person in any criminal proceedings brought against that person instituted in any court, except in criminal proceedings where the person concerned is charged with an offence in terms of section 6 of the Commissions Act, 1947 (Act No. 8 of 1947)."

Regulation 11(3)(a) and (b) reads:

"11 (1) . . .

(2) . . .

(3) No person shall without the written permission of the Chairperson–

(a) disseminate any document submitted to the Commission by any person in connection with the inquiry or publish the contents or any portion of the contents of such document; or

(b) peruse any document, including any statement, which is destined to be submitted to the Chairperson or intercept such document while it is being taken or forwarded to the Chairperson."

Regulation 12(2)(b) and (c) reads:

"12 (1) . . .

(2) Any person who

(a) . . .

(b) wilfully hinders, resists or obstructs the Chairperson or any officer in the exercise of any power contemplated in regulation 10; or

(c) contravenes a provision of regulation 11, is guilty of an offence and liable on conviction -

(i) in the case of an offence referred to in paragraph (a) to a fine, or to imprisonment for a period not exceeding six months; and

(ii) in the case of an offence referred to in paragraph (b) or (c), to a fine, or to imprisonment for a period not exceeding 12 months."

SIGNED IN _____ON THIS_____DAY OF _____2020.

_____

JUSTICE RMM ZONDO
DEPUTY CHIEF JUSTICE OF THE REPUBLIC OF SOUTH AFRICA

and

CHAIRPERSON: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE