



[{. . .} Draft]

Form of Agreement for Engagement of Consultant

{. . .}

{. . .}

{. . .}

Secretary for Education

[<Consultant Name>]

[{. . .}]

Contract Number: [<To be confirmed>]

FORM OF AGREEMENT FOR ENGAGEMENT OF CONSULTANT

BETWEEN

1. **The Sovereign in right of New Zealand** acting by and through the Secretary for Education (the **Client**)
AND
- [2. **<Consultant Name>**]
- [2. **{ . . . } [({ . . . } { . . . })]** (the **Consultant**)]

BACKGROUND

- A. The Client is undertaking { . . . } (the **Client's Project**).
- B. The Client and the Consultant have agreed that the Consultant will, on the terms and conditions set out in this Agreement, undertake and provide the Services in respect of the Client's Project.

THE PARTIES AGREE as follows:

1. THE Client engages the Consultant to provide the Services and agrees to pay the Consultant as described in Appendix B and to undertake its other obligations set out in this Agreement.
2. THE Consultant agrees to perform the Services on the terms of this Agreement.
3. THE following documents shall form this Agreement in order of precedence. Where any conflict or inconsistency exists between any of the documents listed below, the document that appears first in the order of precedence shall prevail over the provision of any other document or documents appearing lower in the list.
 - Form of Agreement for Engagement of Consultant
 - Annexure 1: Post-Tender Correspondence and Clarifications (if any)
 - Annexure 2: Notices to Tenderers (if any)
 - Special Conditions – Part A (Specific Conditions)
 - Special Conditions – Part B (Other Conditions)
 - Engineering New Zealand/ACENZ General Conditions of Contract for Consultancy Services (Fourth Edition, December 2017) (copy not included)
 - Appendix A: Scope, Purpose, Programme and Completion Date for the Services
 - Annexure 3: Scope and Purpose (if applicable)
 - Appendix B: Fees, Expenses and Payment
 - Appendix C: Client's Representative
 - Appendix D: Consultant's Representative and Consultant's Key Personnel
 - Appendix E: Subconsultants and Subconsultants' Key Personnel
 - Appendix F: Other Consultants, Other Consultants' Insurances, Personnel, Equipment, Facilities and Information supplied by the Client
 - Appendix G: Client's Risk Identification and Notification
 - Appendix H: Client's Request for Proposals
 - Appendix I: Consultant's Proposal

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the **Sovereign in right of New Zealand** acting by and through the Secretary for Education by his or her duly authorised representative:

Signature of authorised signatory

Name of authorised signatory

Date of signing

SIGNED for and on behalf of [{ . . }] [**<Consultant Name>**] by its duly authorised representative:

Signature of authorised signatory

Name of authorised signatory

Date of signing

FOR REFERENCE ONLY

SPECIAL CONDITIONS – PART A

Specific Conditions of Contract

References from clauses in the General Conditions of Contract for Consultancy Services

6.2 Limitation of liability

The maximum aggregate amount payable, shall be five (5) times the fee (exclusive of GST and disbursements) with a maximum limit of \$2,000,000, except in respect of weathertightness claims where the maximum aggregate amount payable shall be five (5) times the fee with a maximum limit of \$250,000.

6.4 Duration of liability

Without limiting any defences a Party may have under the Limitation Act 2010, the duration of liability shall be six (6) years from the date of completion of the Services.

6.5 Insurance

The minimum amount of public liability insurance required is \$5,000,000 per occurrence. The time for maintaining the public liability insurance will be until the date on which all of the Services have been completed.

The minimum amount of professional indemnity insurance required shall be an amount equal to five (5) times the fee with a maximum limit of \$2,000,000 per occurrence. The time for maintaining the professional indemnity insurance will be the duration of liability in 6.4 above.

12.8 Notices

Client

Street Address: { . . }

Postal Address: { . . }

Client contact: { . . }

Mobile number: { . . }

Email address: { . . }

Consultant

Street Address: [{ . . .}]

Postal Address: [{ . . .}]

Consultant contact: [{ . . .}]

Mobile number: [{ . . .}]

Email address: [{ . . .}]

SPECIAL CONDITIONS – PART B

Other Conditions of Contract

The General Conditions of Contract for Consultancy Services (Fourth Edition, December 2017) are amended as follows:

Section 1: Definitions and Interpretation

Clause 1.1 (Definitions)

The following new definition is inserted in clause 1.1:

“Prior Services

Prior Services means any of the Services that have been provided by the Consultant to the Client under any arrangement between the Parties which was made in contemplation of this Agreement.”

Section 2: Obligations of the Consultant

Clause 2.1 (The Services)

The following bullet points are inserted at the end of clause 2.1:

- *“provide sufficient employees (including Key Personnel) with the necessary qualifications, licenses, skills and experience to perform the Services to the standard required by this Agreement; and*
- *co-operate with the Client and use all reasonable endeavours to co-operate with any Other Consultants (as applicable); and*
- *at the Consultant’s cost, correct any errors, omissions or both in any documentation prepared as part of the Services by the Consultant where the error or omission is the result of the Consultant failing to exercise the duty of care required by clause 2.2; and*
- *comply with all applicable legislation, regulations and any of the Client’s rules, policies and standards that the Client may notify to the Consultant in writing from time to time, except to the extent that compliance with any of the Client’s rules, policies or standards would constitute a breach of the Consultant’s duty of care under this Agreement. The Consultant may notify the Client where it considers any rule, policy or standard notified after the commencement of the Services results in a material increase in the Consultant’s costs and such shall be treated as notice of a Variation for the purposes of clauses 2.13 and 7.”*

Clause 2.2 (Duty of Care)

Clause 2.2 is amended by inserting the following at the end of the clause:

“for a project of a similar type and size to the Client’s Project.”

Section 3: Obligations of the Client

Clause 3.3 (Client Decisions)

A new paragraph is inserted after the second paragraph in clause 3.3 as follows:

“The Consultant shall, in every case where it requires the Client to make a decision, accompany the request for a decision with a reasonable level of information to enable the Client to consider the matter at issue. The Client is entitled to request further information as may be reasonably required by the Client to assist it in making the relevant decision. The provision of information pursuant to this clause 3.3 shall be at no additional cost to the Client except where such is beyond what would reasonably be expected to be provided by the Consultant as part of the Services.”

Clause 3.6 (Instructions to Others)

A new sentence is added to the end of clause 3.6 as follows:

“Notwithstanding the forgoing, in an urgent or emergency situation the Client may give instructions directly to Other Consultants and/or Third Parties directly contracted to the Client but in such an event the Client, as soon as reasonably practicable, must notify the Consultant that instructions have been given.”

Clause 3.7 (Client to Give Early Warning)

The words “, as soon as reasonably practicable,” are inserted in the first sentence of clause 3.7 after the word “must”.

A new paragraph is inserted after the first paragraph in clause 3.7 as follows:

“Where the Secretary for Education is the Client under this Agreement, the Client shall not be required to inform the Consultant of anything which will affect the scope or timing of the Services that is related to another Government agency or entity outside of the direct matters for which the Client is responsible as a Government agency or entity.”

Clause 3.9 (Approvals)

A new paragraph is inserted after the second paragraph in clause 3.9 as follows:

“Without limitation to the Client’s obligations in the 4th bullet point of clause 3.2, any approval by the Client of information submitted to it by the Consultant (such information must in all cases be provided by email or in hard copy by the Consultant) shall not be taken to signify that the Client has checked the accuracy or completeness of such information received from the Consultant and shall not relieve the Consultant of any of its obligations under this Agreement unless approval is expressly given on that basis or the Parties expressly agree such in writing.”

Section 4: Personnel

Clause 4.3 (Key Personnel)

Clause 4.3 is deleted in its entirety and replaced with the following:

“The Consultant must obtain the Client’s prior written consent before replacing or substituting any of the Key Personnel, including where the Client has required the replacement in accordance with this clause 4.3, such consent not to be unreasonably withheld or delayed.

The Client may, for good reason, require the Consultant to replace any Key Personnel, any other person engaged by either the Consultant or any Subconsultant if they are unsuitable or are not sufficiently available to perform the Services by giving written notice to the Consultant specifying the Client’s reason(s). The cost of replacing any person pursuant to this clause shall be borne solely by the Consultant and any replacement or substitute person proposed must be no less skilled and experienced than the Key Personnel to be replaced.”

Section 6: Liability and Insurance

Clause 6.5 (Insurance)

The first bullet point in clause 6.5 is deleted and replaced with the following:

- *“professional indemnity insurance for the amount as set out in the Special Conditions;”*

Two new paragraphs are inserted after the second paragraph in clause 6.5 as follows:

“The Consultant’s public liability insurance shall include the Client (which shall include the Client’s officers and employees) as an additional insured in respect of their vicarious liability arising from the Consultant’s negligence in relation to the performance of this Agreement.

The Consultant insurances required to be taken out by the Consultant shall be with insurers with a minimum unsecured credit rating of least “A-” from Standard & Poor’s (or equivalent) immediately on the execution of this Agreement. The Consultant shall keep them in force for the length of time set out in the Special Conditions – Part A.”

Section 8: Confidentiality

Clause 8.3 (Exclusions)

A new paragraph is inserted after the third paragraph in clause 8.3 as follows:

“Where the Client is the Secretary for Education, the Consultant acknowledges that the Client may disclose Confidential Information to another Government agency or entity.”

Section 9: Intellectual Property

Clause 9.1

Clause 9.1 is amended by inserting the following at the end of the clause:

"Notwithstanding the foregoing, where any New Intellectual Property includes Confidential Information, the Client's or the Consultant's use of that New Intellectual Property is subject to ensuring compliance with clause 8.1 or 8.2 (as applicable). For example, any Confidential Information is to be redacted or removed from the New Intellectual Property prior to any further use."

Clause 9.2

Delete the words *"to the extent reasonably required to enable the Client to make use of the Services or use, adapt, update or amend the Works"* and replace with the following:

"in relation to or in connection with this Agreement, the Services, the Works or the Client's Project, including for the planning, design, engineering, procurement, construction, testing, commissioning, completion, operation, maintenance, repair, replacement, modification, renewal, expansion and/or alteration of the Services, Works or the Client's Project."

Clause 9.3

Clause 9.3 is amended by inserting the words: *"part of the"* after the words *"concerning the"* on the fourth line.

Section 10: Disputes

Clause 10.1

Clause 10.1 is amended by deleting the words *"best endeavours"* and replacing them with *"reasonable endeavours"*.

Clause 10.2

Clause 10.2 is deleted in its entirety and replaced with the following:

"If the Parties cannot resolve the dispute themselves within a reasonable time (but in any event within 20 Working Days or such longer period agreed in writing), then either Party may require that the dispute be referred to mediation by serving written notice on the other."

Clause 10.3

Clause 10.3 is amended by deleting the words *"a reasonable time"* and replacing them with:

"20 Working Days of the date of either Party's notice requiring mediation issued pursuant to clause 10.2 (or such longer or shorter period as may be expressly agreed by the Parties)"

Clause 10.6

A new clause 10.6 is inserted as follows:

"Nothing in this clause 10 shall prevent or prejudice the ability of either Party to apply to any court in order to seek interim injunctive relief against the other."

Section 12: General Provisions

Clause 12.6: Advertising

Clause 12.6 is amended by inserting the following words at the end of the clause:

“, or otherwise wishes to publicise or promote its involvement in the Client's Project in any way."

Clause 12.10: Survival of Provisions

Add the following after the reference to "9" in clause 12.10:

"and 10, 11 and 12"

Clause 12.16: Entire Agreement

Clause 12.16 is amended by inserting the following at the end of the clause:

“by any pre-existing written agreement between the Parties relating to the provision of professional services to the Client (for example, a panel agreement, or master services agreement).”

Clause 12.19: Prior Services

A new clause 12.19 is inserted as follows:

“For the avoidance of doubt, where the Consultant has performed any Prior Services, this Agreement will retrospectively apply to those Prior Services from the date that it is executed by both Parties.”

Clause 12.20: Privity

A new clause 12.20 is inserted as follows:

“Where the Sovereign in right of New Zealand acting by and through the Secretary for Education is not the Client under this Agreement, the Consultant acknowledges and accepts that, for the purposes of the Contract and Commercial Law Act 2017, the rights and benefits conferred on the Client by this Agreement are also for the benefit of, and enforceable by, the Sovereign in right of New Zealand acting by and through the Secretary for Education.”

FOR REFERENCE ONLY

Appendix A: Scope, Purpose, Programme, and Completion Date for Services

1 Scope and Purpose

[The scope and purpose of the Services is as more particularly detailed in the following document(s) attached to this Agreement as Annexure 3:

- { . . . }

[The scope and purpose of the Services is as more particularly detailed in the { . . . } document(s) referenced at Appendix H.]

[[{ . . . }]

[The scope includes the following Services at the following project stages:

	[A]	[AE]	[SIS]	[PM]	[EtoC]	[QS]	[PFS]	[ICO]	[Other]
--	-----	------	-------	------	--------	------	-------	-------	---------

Key: [A = Architect] [AE = All Engineering] [SIS = Site Investigations and Surveys] [PM = Project Management] [EtoC = Engineer to Contract] [QS = Quantity Surveying] [PFS = Project Feasibility Study] [ICO = Independent Construction Observation] [Other = { . . . }]

]

2 Programme and Completion Date for Services

Commencement Date: { . . . }

Completion Date: { . . . }

[[The Consultant must achieve each of the following milestones by the corresponding due date:

Item No.	Description of Service / Milestone	Due date for delivery
[[{ . . . }]	{ . . . }	{ . . . }

]]

Appendix B: Fees, Expenses and Payment

1 Fees

1.1 [Fixed Price Quote (exclusive of GST)]

The Consultant has provided a fixed price quote of [$\$$ <to be completed>][{. . .}].

[[The above fixed price quote includes the following provisional sum(s):

Service	Provisional Sum
{. . .}	{. . .}

Total of Provisional Sums

{. . .}

Provisional sums shall only be expended on the instructions of the Client's Representative. Once instructed, the value of the Provisional Sum payable will be valued and agreed as a Variation in accordance with clause 7 of the General Terms of Contract for Consultancy Services (Fourth Edition, December 2017.]]

]

1.2 [Agreed Hourly Rates (exclusive of GST)]

The fee for the Services shall be calculated according to the following hourly rates[, and shall in no event be greater than [$\$$ <to be completed>][{. . .}] plus GST]:

Role	Hourly Rate (\$)
[[{. . .}	[[{. . .} to {. . .}]][{. . .}]]
[<TBC>	<TBC>

The Consultant shall record all costs against each task in terms of the rates set out above and shall provide the Client with an itemised assessment of the expected final cost. The Consultant shall provide a detailed breakdown of the fee incurred to date if requested by the Client.

]

1.3 [[Fixed Fee Services

The Consultant has provided a fixed price quote of [$\$$ <to be completed>][{. . .}] (exclusive of GST) for the following Services at the following project stages (the **Fixed Fee Services**):

	[A]	[AE]	[SIS]	[PM]	[EtoC]	[QS]	[PFS]	[ICO]	[Other]

Key: [A = Architect] [AE = All Engineering] [SIS = Site Investigations and Surveys] [PM = Project Management

][EtoC = Engineer to Contract] [QS = Quantity Surveying] [PFS = Project Feasibility Study

][ICO = Independent Construction Observation][Other = { . . . }]

[[The above fixed price quote for the Fixed Fee Services includes the following provisional sum(s):

Service	Provisional Sum
{. . .}	{. . .}

Total of Provisional Sums

{. . .}

Provisional sums shall only be expended on the instructions of the Client's Representative. Once instructed, the value of the Provisional Sum payable will be valued and agreed as a Variation in accordance with clause 7 of the General Terms of Contract for Consultancy Services (Fourth Edition, December 2017.]]

1.4 **Percentage Based Services**

- (a) This clause 1.4 applies to the following Services at the following project stages (the **Percentage Based Services**):

	[A]	[AE]	[SIS]	[PM]	[EtoC]	[QS]	[PFS]	[ICO]	[Other]
--	-----	------	-------	------	--------	------	-------	-------	---------

Key: [A = Architect] [AE = All Engineering] [SIS = Site Investigations and Surveys] [PM = Project Management]
 [EtoC = Engineer to Contract] [QS = Quantity Surveying] [PFS = Project Feasibility Study]
 [ICO = Independent Construction Observation] [Other = { . . . }]

- (b) Subject to paragraphs 1.4(f) and 1.4(g) below, the fee for the Percentage Based Services shall be calculated as a percentage of the estimated construction value of the Client's Project (such estimate to be determined by the Client's quantity surveyor or otherwise by the Client and notified by the Client to the Consultant) once the scope of the Client's Project is sufficiently defined as part of the Fixed Fee Services.
- (c) The Consultant has provided the percentage range in the table below for the purposes of calculating the fee for the Percentage Based Services.

Consultant's nominated percentage range	[<x>% to <y>% of the construction value] [{ . . . } to { . . . } of the construction value]
--	--

- (d) The Consultant acknowledges and agrees that the fee for the Percentage Based Services must fall within the Consultant's nominated percentage range set out paragraph 1.4(c) above.
- (e) As soon as reasonably practicable after the scope of the project is sufficiently defined as part of the Fixed Fee Services and the Client has notified the Consultant of the estimated construction value, the Consultant shall advise the Client of its proposed fee for the Percentage Based Services.
- (f) On receipt of the Consultant's notice under paragraph 1.4(e) above, the Client may elect (in its sole and absolute discretion) to:
- (i) accept the Consultant's proposed fee for the Percentage Based Services and in such case the Parties agree that this shall be a fixed price and shall be recorded by way of Variation to this Agreement; or
 - (ii) not accept the Consultant's proposed fee for the Percentage Based Services (and in such case the relevant provisions in paragraph 1.4(g) below shall apply).
- (g) Notwithstanding anything else in this Agreement or this paragraph 1.4 (including for the avoidance of doubt and without limitation whether the Consultant's proposed fee for the Percentage Based Services falls within the percentage range recorded in paragraph 1.4(c) above), the Consultant acknowledges and agrees that:
- (i) the Client retains the right (in its sole and absolute discretion), having considered:
 - the Consultant's proposed fee for the Percentage Based Services; and/or
 - the Consultant's performance in providing the Fixed Fee Services (which may include meeting deliverables, programme and quality expectations, working relationships with the Client and engagement with the school); and/or
 - such other matters that the Client considers relevant (in its sole and absolute discretion),
 to elect not to accept the Consultant's proposed fee for the Percentage Based Services, and in such case the Client may elect to proceed with the Percentage Based Services (or any part of the same) or works of a similar nature in any way it sees fit including (without limitation) inviting tenders and/or entering into negotiations with any other party in relation to the same;
 - (ii) if the Client elects to accept the Consultant's proposed fee for the Percentage Based Services, the accepted fee is a fixed price and any increase in the estimated construction value (on which the fee was calculated) or the actual construction value will not automatically entitle the Consultant to an increase in fees. Variations (if any) will be dealt with pursuant to

clause 7 of the General Terms of Contract for Consultancy Services (Fourth Edition, December 2017);

- (iii) if the Client elects not to accept the Consultant's proposed fee for the Percentage Based Services, the Client shall not be required to provide any reasons or explanation for the same to the Consultant; and
- (iv) if the Client elects not to accept the Consultant's proposed fee for the Percentage Based Services, the Consultant shall complete the Fixed Fee Services in accordance with the terms of this Agreement.

]]

1.5 [Valuing Variations

For the purposes of clause 7 of General Conditions of Contract for Consultancy Services (Fourth Edition, December 2017), the Parties agree that the following rates shall be used to value Variations (if any):

Role	Hourly Rate (\$)
[[{ . . }]]	[[{ . . } to { . . }]][{ . . }]]
[<TBC>	<TBC>]

]

1.6 [Valuing Variations

For the purposes of clause 7 of General Conditions of Contract for Consultancy Services (Fourth Edition, December 2017), the Parties agree that the rates noted in section 1.2 should be used to value Variations (if any).

]

2 Expenses and Disbursements

[No expenses or disbursements are payable by the Client to the Consultant under this Agreement.]

[The Client shall reimburse the Consultant for the following expenses and disbursements incurred by the Consultant in providing the Services:

Expense	Description	Calculation
[[{ . . }]]	{ . . }	{ . . }]]
[<TBC>	<TBC>	<TBC>]

Expenses are eligible for reimbursement only where incurred with the Client's prior written approval (not to be unreasonably withheld), and then only to the extent actually and reasonably incurred in the course of the Services or necessary to enable the performance of the Services. If a calculation method is specified above, the expenses claimed must be calculated accordingly.

[Travel or accommodation expenses cannot be claimed unless consistent with the most recent version of the Staff Expenses Policy notified to the Consultant by the Ministry prior to the relevant expenses being incurred.]

[Unless specifically agreed otherwise in writing, the total expenses charged to the Client under this Contract shall not exceed [\$ <to be completed>] [{ . . }].]

3 Payment

The Consultant shall be entitled to payment(s) { . . }.

[The milestones are as follows:

Item No.	Description of Service / Milestone	Fees earned on completion of Milestone
[[{ . . }]]	{ . . }	[\$ <TBC>] [{ . . }]]

]

The Consultant is not entitled to invoice until the end of the month in which the relevant payment entitlement arises.

Payment shall be due on the 20th of the month following the month of issue of each GST Invoice (in accordance with clause 5.1 of the General Conditions of Contract for Consultancy Services (Fourth Edition, December 2017)).

The Consultant shall send all invoices to { . . }.

FOR REFERENCE ONLY

Appendix C: Client's Representative

1 Client's Representative

Name of Client's Representative	{ . . }
Street Address:	{ . . }
Postal Address:	{ . . }
Mobile number:	{ . . }
Email address:	{ . . }

FOR REFERENCE ONLY

Appendix D: Consultant's Representative and Consultant's Key Personnel

1 Consultant's Representative

Name of Consultant's Representative	[[. . .]]
Street Address:	[[. . .]]
Postal Address:	[[. . .]]
Mobile number:	[[. . .]]
Email address:	[[. . .]]

2 [Consultant's Key Personnel

<To be completed>

3 [[Consultant's Key Personnel

Not applicable]]

4 [[Consultant's Key Personnel

Name	Role/position
[[. . .]]	[[. . .]]

]]

Appendix E: Subconsultants and Subconsultants' Key Personnel

1 [Subconsultants
<To be completed>]

2 [[Subconsultants
Not applicable]]

3 [[Subconsultants

Full legal name of Subconsultant entity	{ . . }
{{ . . }}	{ . . }
Street Address:	{ . . }
Postal Address:	{ . . }
Mobile number:	{ . . }
Email address:	{ . . }

]]]

4 [Subconsultants' Key Personnel
<To be completed>]

5 [[Subconsultants' Key Personnel
Not applicable]]

6 [[Subconsultants' Key Personnel
[[{ . . }

Name	Role/position
{{ . . }}	{ . . }

]]]]

Appendix F: Other Consultants, Other Consultants' Insurances, Personnel, Equipment, Facilities and Information Supplied by Client

1 **[Other Consultants**

Not applicable]

2 **[Other Consultants**

Full legal name of Other Consultant entity	{ . . }
{{ . . }	{ . . }
Street Address:	{ . . }
Postal Address:	{ . . }
Mobile number:	{ . . }
Email address:	{ . . }

]]

3 **[Other Consultants' insurance**

Not applicable]

4 **[Other Consultants' insurance**

Other Consultant	Insurance requirements
{ . . }	<p>[[Public liability insurance of at least \$5,000,000 per occurrence. Professional indemnity insurance of at least five times the Other Consultant's fee with a maximum limit of \$2,000,000 per occurrence.][{ . . }]]</p> <p>[[Public liability insurance of at least \$2,000,000 per occurrence. Professional indemnity insurance of at least five times the Other Consultant's fee (exclusive of GST and disbursements) with a maximum limit of \$500,000.][{ . . }]]</p> <p>[[{ . . }]]</p>

]

5 **[Personnel, Equipment, Facilities and Information Supplied by Client**

Not applicable]

6 **[Personnel, Equipment, Facilities and Information Supplied by Client**

Description	Timing
[{ . . }	{ . . }

]

Appendix G: Client's Risk Identification and Notification

[Not applicable]

Risk	Description
[...]	[...]

]

FOR REFERENCE ONLY

Appendix H: Client's Request for Proposals

[<To be completed>]

[[Not used]

- [The Request for Proposals ({. . .}) for {. . .}, at {. . .}, issued by the Client on or about {. . .}]

FOR REFERENCE ONLY

Appendix I: Consultant's Proposal

[<To be completed>]

[[Not used]

- [The { . . . } for { . . . }, at { . . . }, issued by the Consultant on or about { . . . }]]

FOR REFERENCE ONLY

Annexure 1: Post-Tender Correspondence and Clarifications (if any)

[<To be completed>]

[[Not used]

- [(. . .)]

FOR REFERENCE ONLY

Annexure 2: Notices to Tenderers (if any)

[<To be completed>]

[[Not used]

- [(. . .)]

FOR REFERENCE ONLY

[Annexure 3: Scope and Purpose

Refer to attached document(s):

- {..}

]

FOR REFERENCE ONLY