

8. **UPGRADES AND ALTERATIONS TO UNIT 14** - Upgrades and alterations are required in Unit 14 to render the space suitable to accommodate patients under 72 hours observation. The 72-observation unit must fully comply with **IUSS Health Facility Guides for Mental Health, Department of Health Policy Guidelines on 72-Hour Assessment of Involuntary Mental Health Care Users, and SANS 10400**. All rooms and spaces relating to the unit must be fully refurbished. The list below relates to **Figure 2**. **Figures 3-7** below indicate alterations required.
1. Female Outside Recreation Area. This area must have a covered area, as well as a hard surface (no paving) and a soft surface (soft surface can be artificial lawn). Fencing and walls must be unclimbable.
 2. Male Ablutions. Reconfigure to provide disabled facilities and separate storeroom.
 3. Lobby and Corridor. An additional gate must be installed to strengthen security. The gate must be located after the door into the Dirty Utility Room. The Corridor must be completely secure leading up to the staff ablution and green area. Provide sufficient lighting.
 4. Ward Kitchen. The Ward Kitchen must be fitted with a WHB, a sink and a fridge.
 5. Dirty Utility. The Dirty Utility must be fitted with a stainless steel sluice sink – can be single, a clinical WHB and stainless steel shelving.
 6. Inside Recreation Area / Dining Area. Provide for a bracket (high level) and a TV (all – vandal proof). New doors to be fitted as indicated. Provide for built-in furniture.
 7. Consulting Room. Provide for an additional door to the outside.
 8. Corridor. Provide for security screens and gates as indicated.
 9. Seclusion Room. New furniture included.
 10. Seclusion Room. New furniture included.
 11. Seclusion Room. New furniture included.
 12. Male Ward (10 beds). Remove surface medical services.
 13. Duty Station. Install counter and gates as indicated.
 14. Office.
 15. Female Ward (9 beds). Remove surface medical services.
 16. Create new Staff WC.
 17. Create new Female Patient Ablution as indicated on **Figure 5** below.
 18. Staff Green Area. Create new staff green area as indicated in **Figure 7** below.
Provide for a fitted kitchen with a fridge and a counter with chairs. Provide for a changing room with lockers and a bench.
 19. Visitors' Ablution. Create new visitors' ablution
 20. External Corridor. Secure all exits and ensure fire exits comply.
 21. Male Outside Recreation Area. This area must have a covered area, as well as a hard surface (no paving) and a soft surface (soft surface can be artificial lawn). Fencing and walls must be unclimbable.
 22. Storeroom. Install new stainless-steel shelving.

20

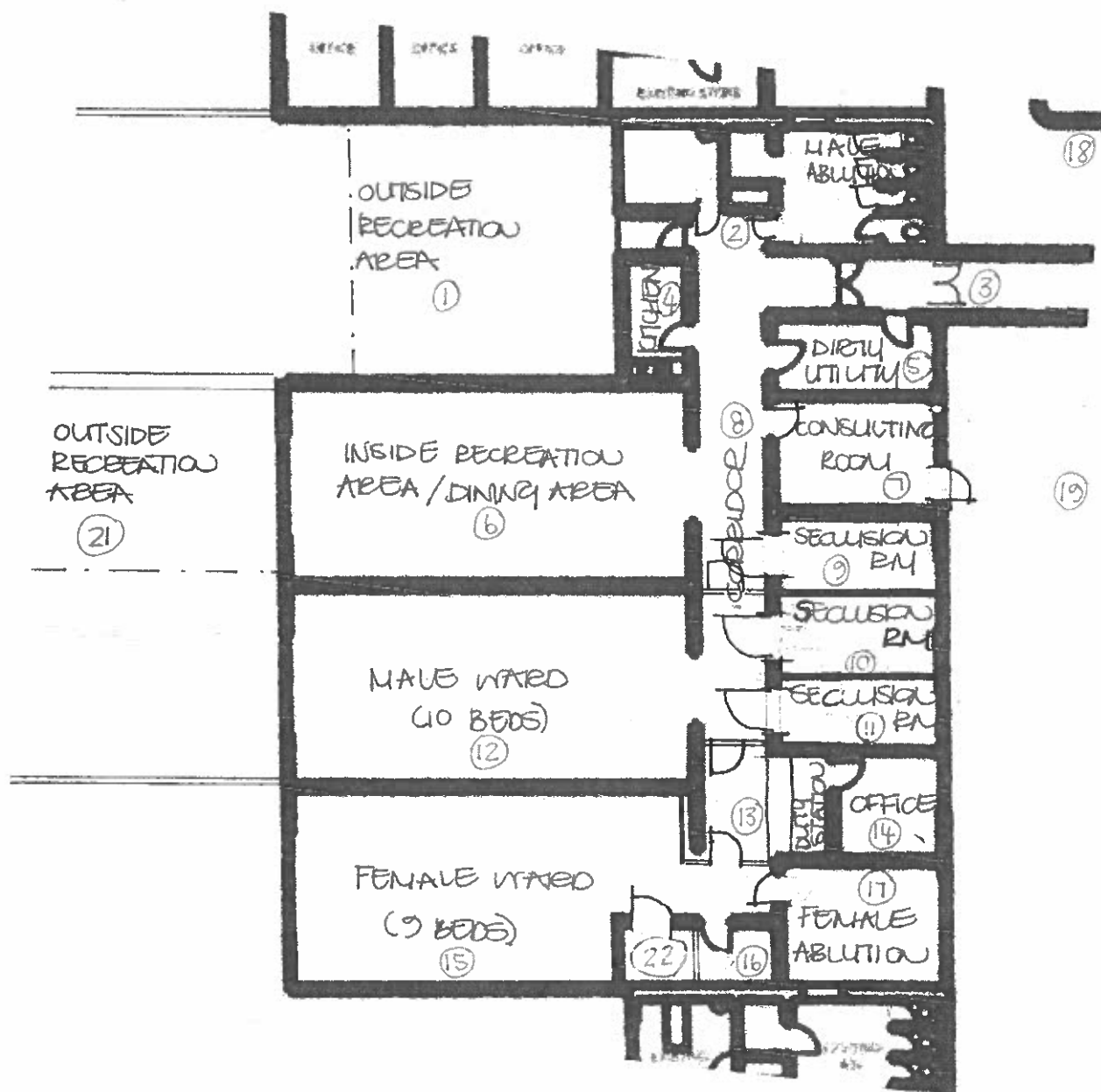


Figure 3. Ward 14 Recreation Areas

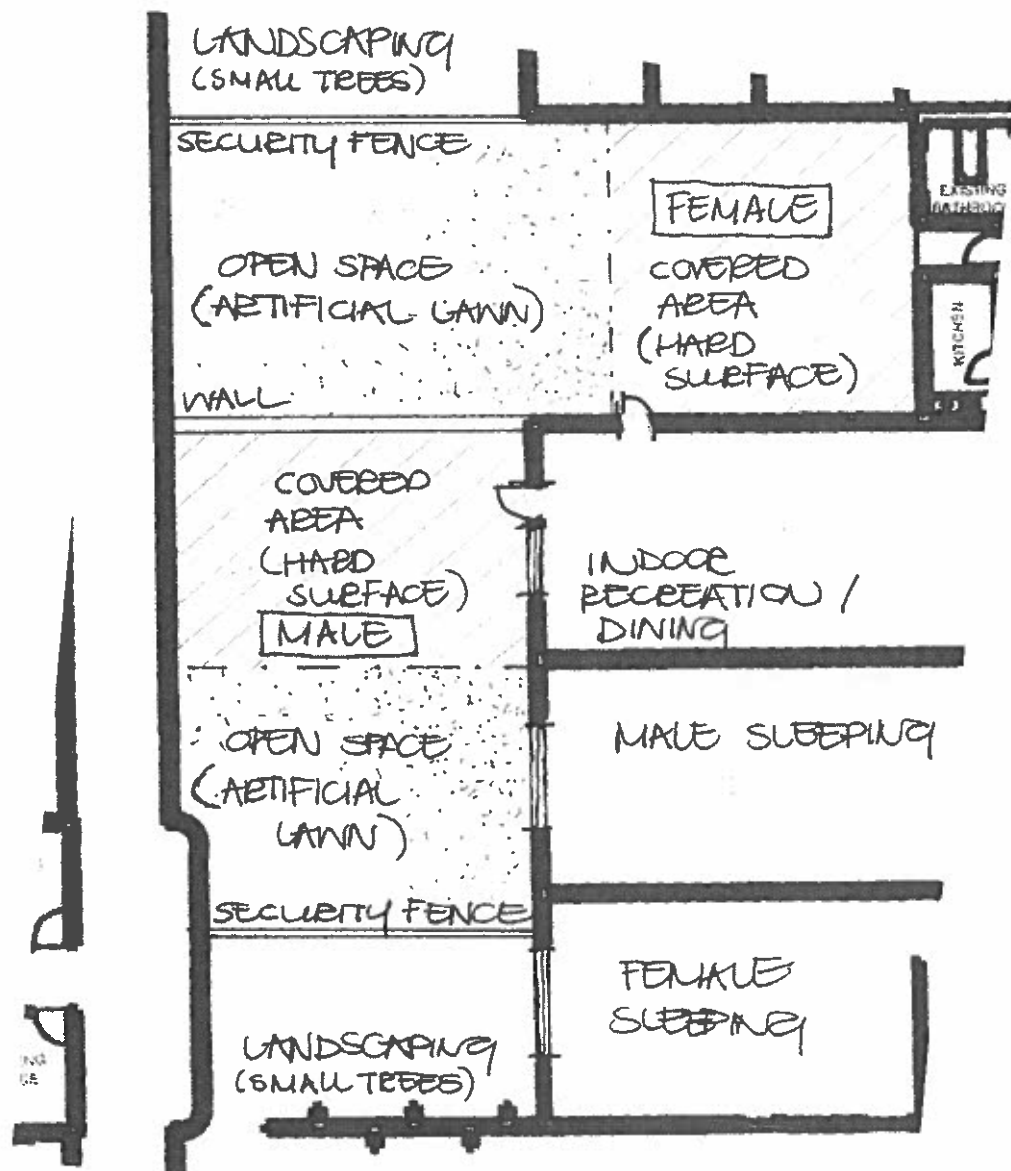


Figure 4. Patient Sleeping Areas

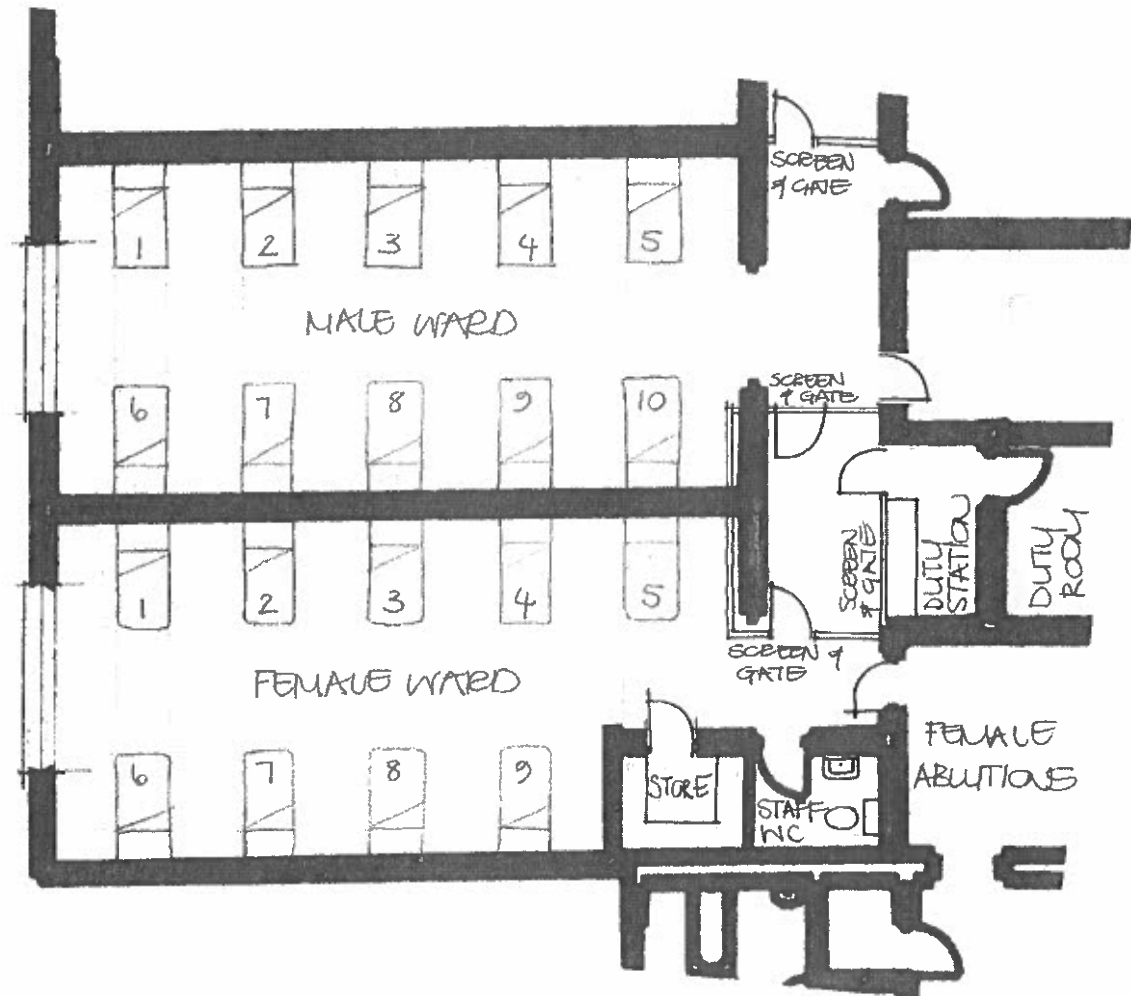


Figure 5. Female Ablutions

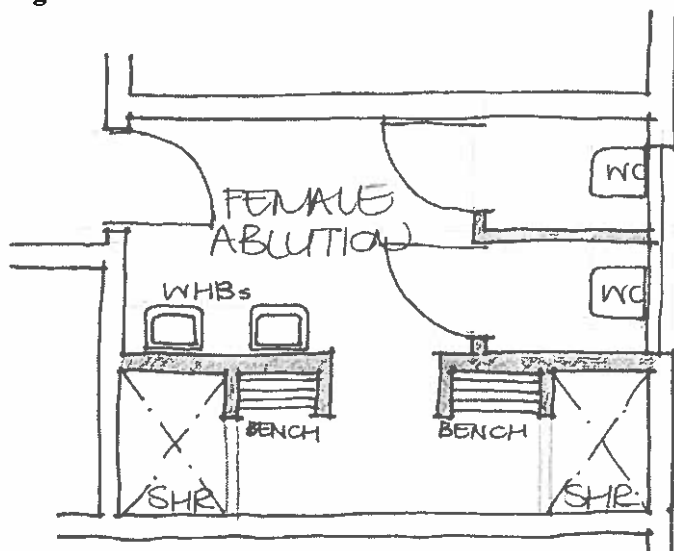


Figure 6. Male Ablutions

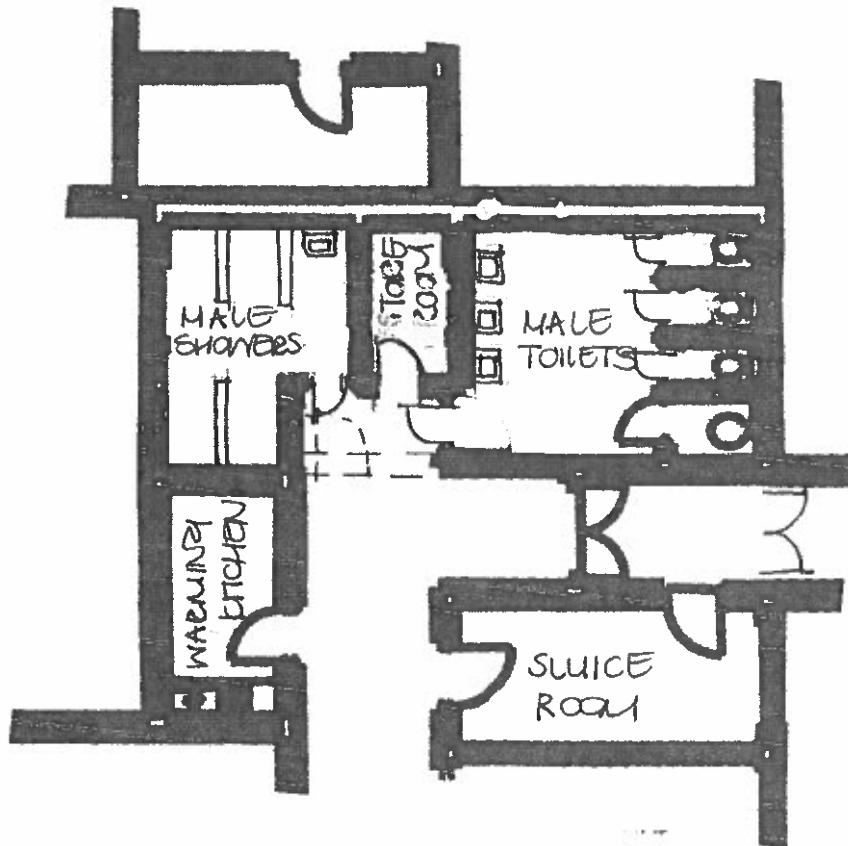
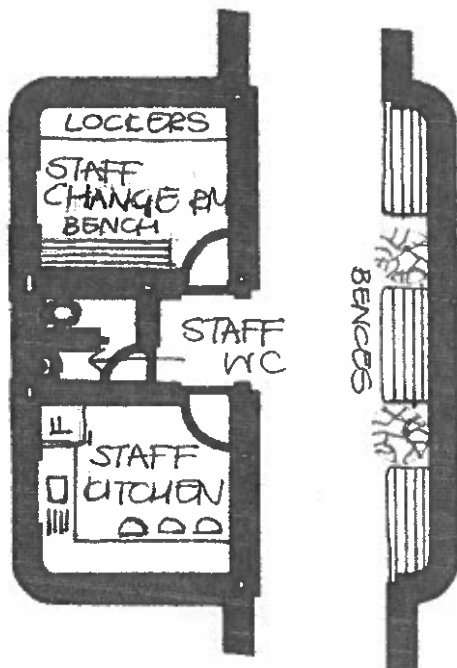


Figure 7. Staff Green Areas



9. SECURITY REQUIREMENTS - The security requirements include the following:

- Installation of a perimeter fence, gate and booms at the entrance to the old hospital buildings as follows:
 - * Demolition of existing security fence (502meters)
 - * Installation of new 2400mm high security fence (502meters)
 - * Installation of one new Pedestrian gate complete
 - * Installation of one new Sliding Gate
 - * Installation of 2 new 3meter manual operated boom gates
- Installation of internal fences and gates in the main corridor and at occupied wards. The proposed location of the internal fences and gates are indicated in **Figure 8** below. These may be rationalised in the detail design phase.

Figure 8. Required Internal Fencing and Gates



- Installation of security items including cameras (and the monitoring thereof), panic buttons, burglar bars in appropriate spaces, and access control at strategic points.

10. FAMILY MEDICINE REQUIREMENTS - The requirements at the Family Medicine Unit include some building fabric upgrades as well as some internal changes. The budget may not be able to accommodate all the items listed below, so some prioritisation of the scope will need to be done.

- Fire safety and compliance with SANS 10400 Part T
 - Electrical CoC and ensure that all lights and plug points are working
 - All plumbing leaks to be resolved.
 - Mechanical ventilation to be checked and fixed
 - Installation of ICT to each consulting space, office and the duty station
 - Installation of drywall partitioning and doors to create 15 consulting spaces
 - Fix the drywall in the data capturers area
 - Leaking roof to be fixed
 - Infrastructure renovations to the first-floor boardroom
 - ARV pharmacy – partitioning and burglar proofing
 - Joinery items that are broken
 - Renovations to ablutions and provide a toilet for the physically disabled
 - The X-ray room requirements will be indicated at a later stage
11. Scope Area 2 – Infrastructure improvements, alterations and additions to existing buildings to accommodate the Rehab Centre of excellence for treatment of Cerebral Palsy patients including external works (2100 m²)
 12. Scope Area 3 - Infrastructure improvements, alterations and additions to existing buildings to accommodate the Clinical Education and Training Unit for Nursing (385 m²)
 13. Scope Area 4 - Infrastructure improvements, alterations and additions to existing buildings & external works to accommodate other Clinical & Support Services and demolition and removal of certain identified buildings (27142 m²)

ANNEXURE B – (GCC) GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
-
- | | |
|--|--|
| 2. Application | <ol style="list-style-type: none">2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. |
| 3. General | <ol style="list-style-type: none">3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za |
| 4. Standards | <ol style="list-style-type: none">4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information: inspection. | <ol style="list-style-type: none">5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| 6. Patent rights | <ol style="list-style-type: none">6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

-
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

ANNEXURE C – (SCC) SPECIAL CONDITIONS OF CONTRACT

1. The Special Conditions of Contract (SCC) supplements the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
2. The Bid Document including the Mandatory Returnable Schedules, Terms of Reference and Annexures forms the basis of the Special Conditions of Contract (SCC) and must be read together with the General Conditions of Contract.
3. The following Special Conditions of Contract (SCC) apply:
 - Clause 7. Performance Security
 - Clause 7.5 No performance security required on this Contract.
 - Clause 10. Delivery and documents
 - Clause 10.3 The content and format of reporting (documents and drawings) of the Condition and Feasibility Assessment Reports shall comply with the relevant GIAMA guidelines.
 - Clause 11. Insurance
 - Clause 11.2 The Service provider shall take out a minimum insurance policy for Professional Indemnity for Architectural, Quantity Surveying, Geotechnical investigation, Civil & structural engineering is R5million in respect of each claim, without limit to the number of claims.
 - Clause 11.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity for Occupational Health and Safety Agents (Consultants), Social Facilitation, Electrical, Mechanical Engineering is R3million in respect of each claim.
 - Clause 11.4 Or twice your estimated fees, whichever is the highest, and shall
 - within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider.
 - Clause 11.5 In the case of a Consortium or Joint Venture, each member of the
 - Consortium or a Joint Venture shall have a separate minimum professional indemnity insurance cover in accordance with clauses 11.2 & 11.3 above.
 - Clause 11.6 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a
 - certificate of insurance.
 - Clause 11.7 The service provider hereby cedes and assigns his/her right to claim, under its professional indemnity insurance policy to the Eastern Cape Department of Health for the duration of the Service provider's liability. The cession of rights to the Eastern Cape Department of Health does not preclude the service provider from claiming directly from its insurances.
 - Clause 11.8 The employer may, at any time during the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.
 - Clause 16. Payment
 - Clause 16.1 The Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within thirty (30) days from the due date.

- Clause 16.2 The applicable rates for disbursements shall be in accordance with the Terms of Reference of the Bid Document and Pricing Schedules (SBD 3.3).
 - Clause 16.3 Where reimbursable items are not covered by Clause 16.2 above, or the Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.
 - Clause 16.4 The Employer shall only be liable for the travel related disbursement claim from base town (As per information on SBD 1) to the project site and other locations as prescribed by the Employer.
 - Clause 16.5 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.
 - Clause 16.6 The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the employer.
 - Clause 16.7 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees.
 - Clause 16.8 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing.
 - Clause 16.9 Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received.
 - Clause 16.10 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired.
 - Clause 16.11 The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.
- Clause 17 Prices
 - Clause 17.1 "Contract Sum" means the bid amount, inclusive of tax, as accepted by the Employer and stated in the Form of Offer and Acceptance that is not subject to adjustment. This amount is never varied or adjusted and stays fixed, to allow us to have some benchmark from where we can measure variance (difference between planned vs actual value).
 - Clause 17.2 "Contract Value" means a monetary value that initially is equal to the contract sum that is subject to adjustment. The word contract value represents the current/actual obligation the Employer has towards the Service Provider. This amount varies and is adjusted in respect of certain defined categories of circumstances.
 - Clause 17.4 Circumstances that would entitle a Service Provider to receive an adjustment of the contract value:

- Clause 17.4.1 Adjustments as a result of Contract Instructions issued by the Administrator of the contract for additional work.
 - Clause 17.4.2 Adjustment of provisional work. A Budgetary allowance, also referred to as a “Provisional sum” is defined as an allowance, estimated by the Employer and inserted in the Pricing Schedule (SBD 3.3) for specific elements of the services that is not yet defined in enough detail for bidders to price.
 - Clause 17.4.3 Where there is provisional work in the priced document, such value shall be omitted, and the actual value of work as executed shall be added to the contract value.
 - Clause 17.4.4 Adjustment of the % Based Fee Value because the Contract Value of the awarded Construction Contract is different from the estimated Construction value used for bidding purposes.
 - Clause 17.4.5 Adjustment for additional expenses or loss which is not the Service Provider’s fault or responsibility. It allows for compensation of expense or loss that was not provided for or required in terms of the contract sum.
- Clause 22. Penalties
 - Clause 22.2 If due to his/her negligence, or for reason within his/her control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his/her other remedies under de contract or in law, be entitled to levy a penalty for everyday 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. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.
- Clause 23 Termination for default
 - Clause 23.8 Force Majeure default notice period is 14 days.
 - Clause 23.9 In the event that either party:
 - 23.9.1 commits an act of insolvency; or
 - 23.9.2 is placed under a provisional or final winding-up or judicial management order; or
 - 23.9.3 is placed under or applied for business rescue; or
 - 23.9.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of either party; or
 - 23.9.5 the Service provider is not professionally registered or changes directorship during the project, resulting in the contravention of any professional statutory requirement; or
 - 23.9.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice.

- Clause 23.10 If the deliverable or part thereof or the report are not to the satisfaction of the Employer, the default notice period shall be 14 days.
- Clause 23.11 Upon termination of this contract pursuant to clauses 23.9 and 23.10, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.
- Clause 23.12 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option – to:
 - 23.12.1 claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or
 - 23.12.2 to suspend further payments to the Service Provider; or
 - 23.12.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.
 - 23.12.4 to cancel this Contract, with or without claiming damages, in which case written notice of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.
- Clause 23.13 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if –
 - 23.13.1 it is capable of being remedied, but is not so remedied within the Notice Period; or
 - 23.13.2 it is incapable of being remedied and payment in money will compensate for such breach, but such payment is not made within the Notice Period.
- Clause 23.14 Should Employer give notice of termination of this Contract in terms of this Clause 23 then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.
- Clause 27. Settlement of Disputes
 - Clause 27.6 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause 12.4 and 12.5 below.
 - Clause 27.7 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.
 - Clause 27.8 Negotiation

- 27.8.1 Should any dispute, disagreement claim arises between the parties (“the dispute”) concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.
- 27.8.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.
- Clause 27.9 Mediation
 - 27.9.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party.
 - 27.9.2 Prior to litigation in terms of clause 27.9.1 above or submission of dispute to arbitration in accordance with clause 27.9.5 below, the matter may first be referred for mediation before the mediator appointed by contract between the parties to the dispute and failing an contract within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.
 - 27.9.3 The mediator shall have absolute discretion in the way the mediation proceedings shall be conducted.
 - 27.9.4 The mediator shall deliver a copy of his/her reasoned opinion to each party within twenty-one (21) days of his/her appointment.
 - 27.9.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty-one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.
 - 27.9.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his/her written account.
- Clause 27.10 Arbitration
 - 27.10.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause 27.7 above, the matter in dispute may be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa (“AFSA”). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.
 - 27.10.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by contract between the parties to the dispute or failing contract within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon

the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

- 27.10.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 27.10.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.
- 27.10.5 Any arbitration in terms of this clause 12.5 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 27.10.6 This clause 27 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.
- 27.10.7 The Parties agree that the written demand by a party to the dispute in terms of clause 27.10.1 that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.
- 27.10.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his/her written account.
- 27.10.9 Should any one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party.
- 27.10.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.

- Clause 35. Reporting Requirements and Approval Procedure
 - Clause 35. 1 During the Feasibility Stages FIDPM Stages 2 & 3, the Service Provider shall report weekly to the Employer via the MS Teams Virtual

- Platform and or physically face to face on an agreed day and time and submit weekly progress reports on services rendered by all 10 Consortium Members.
- Clause 35.2 During the FIDPM Stages 4, the Service Provider shall report 2 - weekly to the Employer via the MS Teams virtual Platform and or face to face physical meeting on an agreed day and time and submit weekly progress reports on services rendered by all 10 Consortium Members.
 - Clause 35.3 The Service Provider shall submit monthly progress reports, cost reports, cashflows and labour reports on the agreed date over and above site and technical meeting minutes required by the JBCC.
 - Clause 35.4 Notwithstanding any other requirements, the Service Provider shall submit a monthly report covering progress (programme, delays, scope change, critical path, etc.), costs (expenditure, cashflow, variation orders, etc.), milestones, socio economic achievements (number of jobs created, use of SMMEs, interns, etc.), challenges and achievements.
- Clause 36 Use of reasonable skill and care
 - Clause 36.1 It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated.
 - Clause 36.2 Although the Service Provider's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve him of his/her professional responsibility for the proper and prompt execution of his/her duties. During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.
 - Clause 37 Ownership of Documents and Copyright
 - Clause 37.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Employer.
 - Clause 37.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the Service provider's appointment in terms of this Contract will vest in the Employer.
 - Clause 37.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection

and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.

- Clause 38 Administration of the Contract
 - Clause 37.1 The Employer shall appoint an Administrator of the Contract who shall be a built environment registered professional from within the Health Department's Infrastructure Unit.
 - The Administrator of the Contract shall be carrying out the obligations assigned to him or her in terms of the Contract with due diligence and care.
- Clause 39 Duration of the Contract & extensions
 - Clause 39.1 The Professional Service Providers will be appointed for the duration of the 4 Infrastructure Scope area projects, which incorporates any necessary project related extensions.
 - Once appointed, Service Providers will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project.
 - Extension of the Contract period, by way of a contract instruction from the Administrator of the Contract does not constitute an amendment of the Contract as the professional services are required until the objective of the Infrastructure Improvements on the 4 Scope Areas have been achieved.

ANNEXURE D – CONTRACT DATA

Part 1: Contract Data provided by the Employer

The Contract Data provided by the Employer is contained in the following Annexures and Schedules listed in the bid document and attached hereto:

- General Conditions of Contract (GCC) - Annexure B.
- Special Conditions of Contract (SCC) – Annexure C
- Form of offer and Acceptance – Schedule O

Part 2: Contract Data provided by the Service Provider

The Contract Data provided by the Service Provider is contained in the following Mandatory returnable schedules listed in the bid document and attached hereto:

- SBD 1 – Service Provider Information - Schedule A
- SBD 3.3 - Pricing Schedule – Schedule B
- Signed Consortium Agreement – Schedule G
- Proof of Professional Indemnity Insurance Documents – Schedule K
- Proof of Professional Registration of all Professional and Candidate Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule. – Schedule M
- Form of offer and Acceptance – Schedule O

SCHEDULE A – SBD 1 – Invitation to Bid

SCHEDULE B - SBD 3.3 - Pricing Schedule

Pricing Instruction to Bidders: All Parts, Items and sub-items listed in the Pricing Schedule SBD 3.3 must be completed in full. In the event where the bidder elects not to offer a resource, rate fee or disbursements, the items or sub-items shall not be left blank but populated to indicate the value of NIL (0).

Part 1 - Time Based Fees *

* Time-based Rates offered for these FIDPM Stages shall also apply for any additional services (other than the Fixed & Percentage based services) required by the Client during FIDPM Stages 4-7.

Consortium Member No. 1					
Consortium Lead Consultancy Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Consortium Lead Consultancy Services	Architect		60		
Sub Total			60		
			No. of Hours prescribed for this discipline		
FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Consortium Lead Consultancy Services	Architect		80		
Sub Total			80		
			No. of Hours prescribed		

Consortium Member No. 2					
Architectural Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Architectural Services	Architect				
	Senior Architectural Technologist				
	Architectural Technologist				
	Candidate Architect				
	Candidate Senior Architectural Technologist				
	Candidate Architectural Technologist				
Sub Total			720		

No. of Hours prescribed for this discipline

FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Architectural Services	Architect				
	Senior Architectural Technologist				
	Architectural Technologist				
	Candidate Architect				
	Candidate Senior Architectural Technologist				
	Candidate Architectural Technologist				
Sub Total			960		

No. of Hours prescribed for this discipline

Consortium Member No. 3					
Quantity Surveying Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Quantity Surveying Services	Professional Quantity Surveyor				
	Candidate Quantity Surveyor				
Sub Total			120		
			No. of Hours prescribed for this discipline		
FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Quantity Surveying Services	Professional Quantity Surveyor				
	Candidate Quantity Surveyor				
Sub Total			320		
			No. of Hours prescribed for this discipline		

Consortium Member No. 4					
Civil Engineering Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Civil Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			180		

No. of Hours prescribed for this discipline

Consortium Member No. 5					
Structural Engineering Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Structural Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			240		

No. of Hours prescribed by the Client for this discipline

FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Structural Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			640		

No. of Hours prescribed by the Client for this discipline

Consortium Member No. 6					
Electrical and Electronic Engineering Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Electrical and Electronic Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			240		

No. of Hours prescribed by the Client for this discipline

FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Electrical and Electronic Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			640		

No. of Hours prescribed by the Client for this discipline

Consortium Member No. 7					
Mechanical Engineering Services					
Time based Fees					
Infrastructure Scope Areas 1, 2, 3 & 4					
FIDPM Concept Stage 2 (Duration = 6 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Mechanical Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			180		
			No. of Hours prescribed for this discipline		

FIDPM Design Development Stage 3 (Duration - 8 weeks)					
Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for this Infrastructure Scope Area	Category of Professional Service resources offered (The bidder shall provide proof of Professional Registration on the SBD 1 form if service is offered)	Qty of resources offered	No. of Hours offered (Number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours prescribed by the Client per discipline)	Charge Rate / Hour offered (Rate shall include cost of the professionals employed, overheads, mark-up and profit)	Sub Total Value
Mechanical Engineering Services	Professional Engineer				
	Professional Engineering Technologist				
	Professional Certificated Engineer				
	Professional Engineering Technician.				
	Candidate Engineer				
	Candidate Engineering Technologist				
	Candidate Certificated Engineer				
	Candidate Engineering Technician				
Sub Total			480		

No. of Hours prescribed for this discipline