



Road Traffic
Management Corporation

ROAD TRAFFIC MANAGEMENT CORPORATION

BID DOCUMENT

FOR

RTMC BID: 03/2024/25

RE-ADVERTISEMENT: APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE

PREPARED FOR:

Road Traffic Management Corporation

Eco Origin Office Park, Block F,
349 Witch-Hazel Street,
Highveld,
Centurion Ext 79,
0157

PREPARED BY:

Sakhiwo Infrastructure Solutions

3rd Floor Block 6, Summit Place
221 Garsfontein Road
Menlyn, Pretoria

NAME OF TENDERER: _____

PUBLISHING DATE: 24 APRIL 2024

CONTENTS		
Number	Heading	Page number
	Bidding Procedures	
T1.1	Bid Notice and Invitation to Bid	3-7
T1.2	Bid Data	7-21
T1.3	CIDB Standard Conditions of Bid	22-33
	Returnable Documents	
T2.1	List of Returnable Schedules/Documents	34-36
C1.1	Form of Offer and Acceptance	37-41
C1.2	Contract Data	42-57
C2.2	Preliminaries, Bills of Quantities, & Final Summary	58-219
T2.2a	Resolution for Signatory	221
T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Venture (JV) Agreements	222-223
T2.2c	Schedule of Proposed Sub-Contractors	224
T2.2d	Schedule of Key Personnel: Contracts Manager	225
T2.2e	Schedule of Key Personnel: Construction Manager/Supervisor	226
T2.2f	Schedule of Key Personnel: SHEQ Officer	227
T2.2h	Record of Addendum to Bid Documents	229
T2.2i	Schedule of Plant and Equipment	230
T2.2j	Compulsory Enterprise Questionnaire	231-233
T2.2k	CIDB Grading Certificate – Proof of Registration	234
T2.2l	Letter of Good Standing	235
T2.2m	References	236-240
T2.2n	Functionality claimed by Contractor	241-243
T2.2p	BBBEE Certificate or Sworn Affidavit	266
T2.2q	Print out of the Centralized Supplier Database Report	267
T2.2w	Compulsory Briefing Session Certificate	269
Annexure A	Company Experience & Contactable References	270
	Part C1: Agreement and Contract Data	
C1.3	Fixed Construction Guarantee	271-274
	Part C2: Pricing Data	
C2.1	Pricing Instructions	277-278
	Part C3: Scope of Work	
C3.1	Scope of Works	280-282
C3.2	Project Specific Health and Safety Specification	283-373
C3.3	HIV/AIDS Awareness Specification	374-388
	Part C4: Site Information	
C4.1	Site Information	389-390
	Site plan	391

BIDDING PROCEDURES

T1.1: BID NOTICE AND INVITATION TO BID

T1.1: BID NOTICE AND INVITATION TO BID ROAD TRAFFIC MANAGEMENT CORPORATION

PROJECT NAME	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
RTMC BID No.	03/2024/25

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Bid” or “Bidder”.

The attention of Bidders is drawn to the eligibility criteria in the table below. Bidders are required to familiarise themselves thoroughly with the conditions of bid as contained in the Bid Data (T1.2) and the Standard Conditions of Bid (T1.3) which form part of the bid document. Only Bidders that are responsive to responsiveness criteria contained in the table below are eligible to have their bids evaluated:

Preferential Procurement Policy Framework Act (PPPFA), (Act No. 5 of 2000) and its associated Regulations of 2022. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) bid adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

Technical Requirements:

<input checked="" type="checkbox"/>	<p>Only those Bidders who are registered with the Construction Industry Development Board (CIDB), or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6GB or higher class of construction work, are eligible to have their bids evaluated.</p> <p><u>Joint ventures are eligible to submit bids provided that:</u></p> <ol style="list-style-type: none"> 1. Every member of the Joint Venture (JV) is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 5GB or higher class of construction work; and 3. They have a signed JV agreement 4. Bidders submit standard bidding documents for all the entities in the business relationship.
<input checked="" type="checkbox"/>	Bidders who have access to a qualified and experienced Contracts Manager who will be the single point of accountability and responsibility for the management of the construction works as described in clause C.2.1.4 of the bid data shall be eligible to have their bids evaluated.
<input checked="" type="checkbox"/>	Bidders who have access to a qualified and experienced Construction Manager/Supervisor as described in clause C.2.1.5 of the Bid Data shall be eligible to have their bids evaluated.
<input checked="" type="checkbox"/>	Bids that are responsive to the criteria stated above shall be evaluated further in accordance with the conditions of bid as stipulated in the Bid Data (T1.2) and the Standard Conditions of Bid (as amended), which form part of this bid document.
<input checked="" type="checkbox"/>	Responsive bids shall be evaluated in accordance with Method 2: Price and Specific Goals.

1. **ACCESSING OF THE BID DOCUMENT:**

- Bid documents may be downloaded from:
www.rtmc.co.za
www.cidb.org.za
www.etenders.gov.za
- Bidders must register for a compulsory site briefing session by submitting necessary information to bidadmin@rtmc.co.za by not later than **30 April at 14:00pm**, to be eligible to participate in the compulsory site briefing and the bid process.

The following information is required to register for a site briefing session:

- Company Name
- CSD Registration number
- Name and Surname of the Representative (only 2 representatives will be allowed)

- A compulsory site briefing session with the representatives of the employer will take place as follows:

Date: 03 MAY 2024

**Venue: On site at
RTMC Training Academy – Boekenhoutkloof Campus
Plot 81 Cnr Kenneth and Sandui Road
Zandfontein
Pretoria West
GPS Coordinates - 25°42'45.51"S, 28° 4'40.30"E**

Time: 10:00am

NB: Only two (02) representatives per company will be allowed on site.

2. ALL ENQUIRIES MAY BE ADDRESSED TO:

E-mail	bidadmin@rtmc.co.za
--------	--

3. RETURN OF BID DOCUMENTS:

The closing time and date for submission of bids is **11:00am** on **10 MAY 2024**
Bids will not be opened in public after the closing time.

The following must be noted by all bidders:

1. Emailed bid submissions and late bids will not be accepted.
2. The requirements for sealing, addressing, delivery and assessment of bids are stated in the Bid Data (T1.2)
3. All bids must be submitted as follows:
 - a. Two (2) copies (one original and one hard copy)
 - b. PDF electronic copy in the marked / labelled memory stick. Documents submitted electronically must be the same as the hard copy(original)
4. Bid documents must be deposited in the bid box at the address indicated below:

DEPOSITED IN THE BID BOX AT:

**Road Traffic Management Corporation
RTMC Eco Origin Office Park, Block F,
349 Witch-Hazel Street,
Highveld,
Centurion Ext 79, 0157**

T1.2: BID DATA

T1.2: BID DATA

PROJECT NAME	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
BID NUMBER	RTMC BID 03/2024/25

Clause number	
	<p>The conditions of bid are the Standard Conditions of Bid as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.</p> <p>The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.</p>
C.1	The employer is Road Traffic Management Corporation (RTMC).
C.1.2	<p>The following documents form part of this bid:</p> <ul style="list-style-type: none"> • The Joint Building Contracts Committee Inc. (JBCC) Contract (March 2005) (Edition 4.1 Code 2101) as published by the JBCC. Bidders may obtain copies at their own cost from the JBCC for reference purposes, email info@jbcc.co.za, (011) 482 3102 or (086) 100 5222 <p>RTMC BID: 03/2024/25 – APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE</p> <p><u>Bidding Procedures</u></p> <p>T1.1 Bid Notice And Invitation To Bid T1.2 Bid Data T1.3 Annex C: CIDB Standard Conditions of Bid</p> <p><u>Returnable Documents</u></p> <p>T2.1 List of Returnable Schedules/Documents C1.1: Form of Offer and Acceptance C1.2: Contract Data C2.2: Preliminaries, Bills of Quantities, Final Summary T2.2 The Returnable Schedules/Documents</p> <p><u>The Draft Contract</u></p> <p>Part C1: Agreement and Contract data C1.3: Fixed Construction Guarantee</p> <p>Part C2: Pricing Data C2.1: Pricing Instructions</p> <p>Part C3: Scope of Works C3.1: Scope of Works C3.2: Project Specific Health and Safety Specification C3.3: HIV/AIDS Awareness Specification</p> <p>Part C4: Site Information C4.1: Site Information</p>

	Drawings and Technical Specifications
C.1.4	<p>The employer's agent is Sakhiwo Infrastructure Solutions</p> <p>Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Bidders will be regarded as amending the Bid Documents.</p>
C1.6.2	A competitive negotiation procedure will not be followed.
C1.6.3	A two-stage system will be followed.
<p>Mandatory Requirement</p> <p>Bidders who fail to meet the mandatory requirements will be disqualified from further evaluation.</p>	
C.2.1	<p>C.2.1.3.a. CIDB GRADING</p> <p>Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6GB or higher level of construction work, are eligible to have their bids evaluated.</p> <p><u>Joint ventures are eligible to submit bids provided that:</u></p> <ol style="list-style-type: none"> 1. Every member of the Joint Venture (JV) is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 5GB or higher level of construction work; and 3. They have a signed JV agreement 4. Bidders submit standard bidding documents for all the entities in the business relationship <p>Bidders must ensure that their status on the CIDB Register of Contractors remains active (compliant) for the entire duration of the validity period up until the employer accepts the offer by completing the acceptance part of the form of offer and acceptance.</p> <p>Bidders who fail to satisfy the above eligibility criteria contained in clause C.2.1.3 shall be deemed to be non-responsive, and their bids shall not be considered further. Bidders shall not be provided a second opportunity by the employer to submit any information in relation to any of the above eligibility criteria where such information is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing.</p> <p>C.2.1.3.b Letter of good standing (COIDA)</p> <p>The Bidder shall submit to the Employer a letter of good standing (COIDA)</p>

	Technical Evaluation
	<p><u>Individuals must be identified for each of the key personnel listed below.</u></p> <p>In order to be considered for an appointment in terms of this bid, the bidders must have the following key personnel who will be the single point of accountability and responsibility for the management of the construction works in its employment at the close of bid.</p>
C.2.1.4	<p>KEY PERSONNEL: CONTRACTS MANAGER</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the bid, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2d with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.</p> <p>A qualified and experienced Contracts Manager registered with Engineering Council of South Africa (ECSA) or South African Council for the Project & Construction Management Profession (SACPCMP), who will be the single point of accountability and responsibility for the management of the construction works and who possesses, as a minimum, either of the following qualifications and experience:</p> <p>A. <u>Individual experience as table A1 clause C.3.11.2</u></p> <ul style="list-style-type: none"> • A degree (NQF Level 7) in the built environment with a minimum of 10 years' experience Or • A National Diploma/Advanced Certificate (NQF Level 6) in the built environment with a minimum of 15 years' experience. <p>B. <u>Project experience as table A1 clause C.3.11.2</u></p> <ul style="list-style-type: none"> • The Curriculum Vitae of the Contracts Manager, must be submitted with the bid submission, appended to Schedule T2.2d. Bidders are referred to clause C.2.23.2 of this bid data for the requirements regarding submission of certificates of qualifications of key personnel.
C.2.1.5	<p>KEY PERSONNEL: CONSTRUCTION MANAGER/SUPERVISOR</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the bid, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2e – Construction Manager/Supervisor with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.</p> <p>A suitably qualified and experienced Construction Manager/Supervisor and who possesses as a minimum the following qualifications:</p> <p>A: <u>Individual experience as table A2 clause C.3.11.2</u></p> <ul style="list-style-type: none"> • A Trade Certificate (NQF Level 4) in the built environment with a minimum of 10 years' experience

	<p>B: <u>Project experience as table A2 clause C.3.11.2</u></p> <ul style="list-style-type: none"> The Curriculum Vitae of the Construction Manager/Supervisor must be submitted with the bid submission, appended to Schedule T2.2e. Bidders are referred to clause C.2.23.2 of this bid data for the requirements regarding submission of certificates of qualifications of key personnel.
<p>C.2.1.6</p>	<p>KEY PERSONNEL: SHEQ OFFICER</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the bid, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2f – SHEQ Officer with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.</p> <p>A suitably qualified and experienced SHEQ Officer and who possesses as a minimum the following qualifications:</p> <p>A: <u>Individual experience as Table A3 clause C.3.11.2</u></p> <ul style="list-style-type: none"> A Registration Certificate with SACPCMP as a Health and Safety Officer in the built environment with a minimum of 10 years' experience <p>B: <u>Project experience as table A3 clause C.3.11.2</u></p> <ul style="list-style-type: none"> The Curriculum Vitae of the SHEQ officer must be submitted with the bid submission, appended to Schedule T2.2f. Bidders are referred to clause C.2.23.2 of this bid data for the requirements regarding submission of certificates of qualifications of key personnel.
<p>C.2.1.7</p>	<p>BANK INFORMATION</p> <p>Bidders must provide proof of financial capacity with a minimum of R1 000 000 positive cash balance, not a turnover, at the time of bid closure and / or access to credit through a single or various sources, considered as one/combined from the following:</p> <ul style="list-style-type: none"> Bank statement stating a positive balance available in the bank account (bank stamped) as at the time of bid closure. <p style="text-align: center;">AND / OR</p> <ul style="list-style-type: none"> Provide proof of access to bank credit facilities, as at the time of bid closure. <p>(Loan Agreement/ Overdraft Facility/ Revolving Credit – on the bank letter head with bank stamp not older than a month at the time of the bid closure) and also provide proof of the available bank balance. (Not a conditional assessment of Credit Rating or Bank Rating)</p> <p style="text-align: center;">AND / OR</p> <ul style="list-style-type: none"> A signed letter of commitment from a registered financial service provider (FSP registered with NCR) indicating a commitment to fund the bidder should they be successful. <p style="text-align: center;">AND / OR</p>

	<ul style="list-style-type: none"> Signed letter of commitment from any third party other than the aforementioned indicating a commitment to fund the bidder in relation to this bid should they be successful. Submitted with the letter of commitment, the third party must provide a signed (or stamped) confirmation from their bank indicating a required positive cash balance as at the time of the bid closure
C.2.12	<p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative bid offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink
C.2.13.3	Parts of each bid offer communicated on paper shall be submitted as follows: <ul style="list-style-type: none"> a. Two (2) copies (one original and one hard copy) b. PDF electronic copy in the marked / labelled memory stick. Documents submitted electronically must be the same as the hard copy(original)
C.2.13.4	<p>The bid shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in the form of a joint venture agreement, in which it is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>Failure to provide the joint venture agreement, bound with the bid submission, on the date and time of the closing of the bid, shall render the bid non-responsive.</p>
C.2.13.5	<p>The employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Road Traffic Management Corporation RTMC Eco Origin Office Park, Block F, 349 Witch-Hazel Street, Highveld, Centurion Ext 79, 0157</p> <p>Identification details: Bid No. RTMC BID 03/2024/25</p> <p>Title of bid: APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE</p> <p>Sealed Bid with the identification details on the envelope must be placed in the appropriate official bid box at the abovementioned address.</p>

C.2.13.6	A ONE -envelope procedure will be followed.
C.2.13.10	By signing the offer part of C1.1 Form of Offer and Acceptance the bidder declares that all information provided in the bid submission is correct and free of misrepresentation.
C.2.15.1	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid. E-mailed bid offers will not be accepted.
C.2.16.1	The bid offer validity period is for 120 days from the closing date of the bid.
C.2.17	<i>Insert the following at the end of the last sentence of the note:</i> “.....elect to do so, provided that the competitive position of the preferred bidder is not affected” A bid may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer’s written request for such clarification. The clarification of a bid offer includes the provision of the priced bills of quantities (Part C2.2: Bills of Quantities).
C.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer refer to PW371.
C.2.23	The bidder is required to submit the following: C2.23.1 PPPFA Specific Goals CSD Printout. C2.23.2 Certificates Confirming Educational Qualifications of Key Personnel Bidders are required to submit certified copies of educational qualifications of key personnel. A certified copy is considered to be valid when the certification is less than six months old on the date of closing of bids. Failure to submit certified copies of key personnel qualifications will result in the bid being deemed non-responsive. C2.23.3 CIDB Grading Certificate Bids are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the bidder. C.2.23.4 Letter of Good Standing Bid are required to submit, bound with the bid submission, a letter of good from the compensation commissioner indicating that the bidder is in good standing. Failure to submit will result in the bid not being evaluated further.
C.3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the bidder shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail or registered post.
C.3.3	Refer to Annexure C.3.3
C.3.4.1	The time and location for opening of the bid offers is: Bids will not be opened in public after the closing time for receipt of Bids as stated in the Bid Notice and Invitation to Bid (T1.1), or as stated in any Addendum extending the closing date.

	Location: Road Traffic Management Corporation RTMC Eco Origin Office Park, Block F, 349 Witch-Hazel Street, Highveld, Centurion Ext 79, 0157																																												
C.3.8	Bidders will be considered non-responsive if, inter alia: <ol style="list-style-type: none"> 1. The bidder has failed to attend the compulsory briefing meeting and failed to submit a fully completed briefing session certificate; After the briefing session, a signed briefing certificate will be issued to all the bidders who attended the briefing session. 2. The bid is submitted by email or if the bid is submitted late. 3. The bidder does not comply with the eligibility criteria listed in C2.1 above. 4. The resolution for signatory is not attached to the bid submission on a company letterhead. 5. The bidder has failed to fully complete and sign SBD1, SBD 3.1, SBD4, SBD 6.1 6. The Bidders TAX status is non-compliant on their CSD report. 																																												
C.3.11	The procedure for the evaluation of responsive bids is; Stage 1 – Functionality, Stage 2 – Price and Specific Goals																																												
C.3.11.2	<p>Stage 1– Functionality Evaluation criteria Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. A bid will not be evaluated further if it fails to meet the minimum threshold of total 75 points out of maximum 100 points for functionality as prescribed in the following tables and a minimum of 50% per sub-section.</p> <table border="1"> <thead> <tr> <th></th> <th>FUNCTIONALITY CRITERIA</th> <th>POINTS ALLOCATED</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Key personnel A1 Contracts Manager</td> <td>25</td> </tr> <tr> <td></td> <td>Key personnel A2 Construction Manager/Supervisor</td> <td>15</td> </tr> <tr> <td></td> <td>Key personnel A3 Site SHEQ officer</td> <td>10</td> </tr> <tr> <td>B</td> <td>Experience</td> <td>50</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>A: Key Personnel</p> <p>Points are allocated for required competencies and qualifications of allocated personnel for the project in consideration / Required key personnel are Contracts Manager, Construction Manager/ Supervisor and Site SHEQ Officer</p> <table border="1"> <thead> <tr> <th colspan="3">A1 Contract Manager</th> </tr> <tr> <th>Description of Criteria – Qualifications plus registration with the applicable professional body</th> <th>Points</th> <th>Total points</th> </tr> </thead> <tbody> <tr> <td>Qualification: NQF Level 7 in the Built Environment field of study as per C.2.1.4 in bid data,</td> <td>10</td> <td rowspan="3">10</td> </tr> <tr> <td style="text-align: center;">or</td> <td></td> </tr> <tr> <td>Qualification: NQF Level 6 in the Built Environment field of study as per C.2.1.4 in bid data</td> <td></td> </tr> <tr> <td>The bidder has failed to address the question and has not proved qualification of the proposed contract manager as per C.2.1.4 in bid data</td> <td>0</td> <td></td> </tr> <tr> <th>Description of Criteria – Experiences</th> <th>Points</th> <th>Total points</th> </tr> <tr> <td>Five (5) or more projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager</td> <td>15</td> <td rowspan="2">15</td> </tr> <tr> <td>Three (3) to Four (4) projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager</td> <td>10</td> </tr> </tbody> </table>				FUNCTIONALITY CRITERIA	POINTS ALLOCATED	A	Key personnel A1 Contracts Manager	25		Key personnel A2 Construction Manager/Supervisor	15		Key personnel A3 Site SHEQ officer	10	B	Experience	50		TOTAL	100	A1 Contract Manager			Description of Criteria – Qualifications plus registration with the applicable professional body	Points	Total points	Qualification: NQF Level 7 in the Built Environment field of study as per C.2.1.4 in bid data,	10	10	or		Qualification: NQF Level 6 in the Built Environment field of study as per C.2.1.4 in bid data		The bidder has failed to address the question and has not proved qualification of the proposed contract manager as per C.2.1.4 in bid data	0		Description of Criteria – Experiences	Points	Total points	Five (5) or more projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	15	15	Three (3) to Four (4) projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	10
	FUNCTIONALITY CRITERIA	POINTS ALLOCATED																																											
A	Key personnel A1 Contracts Manager	25																																											
	Key personnel A2 Construction Manager/Supervisor	15																																											
	Key personnel A3 Site SHEQ officer	10																																											
B	Experience	50																																											
	TOTAL	100																																											
A1 Contract Manager																																													
Description of Criteria – Qualifications plus registration with the applicable professional body	Points	Total points																																											
Qualification: NQF Level 7 in the Built Environment field of study as per C.2.1.4 in bid data,	10	10																																											
or																																													
Qualification: NQF Level 6 in the Built Environment field of study as per C.2.1.4 in bid data																																													
The bidder has failed to address the question and has not proved qualification of the proposed contract manager as per C.2.1.4 in bid data	0																																												
Description of Criteria – Experiences	Points	Total points																																											
Five (5) or more projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	15	15																																											
Three (3) to Four (4) projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	10																																												

One (1) to Two (2) projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	5	
The bidder has failed to address the question and has not proved experience of the proposed contract manager	0	
SUB-TOTAL A1	25	
COMPLIANCE REQUIREMENT: A detailed CV with certified copies of qualification/s (not older than 6 months) including, without limitation to the following: <ul style="list-style-type: none"> a. number of years of experience, b. the nature of projects involved, c. indicating the project/s values, d. the position/s held. 		
A2: Construction Manager / Supervisor		
Description of Criteria – Qualifications plus registration with the applicable professional body	Points	Total points
Qualification: Trade certificate in the Built Environment field of study as C.2.1.5 in bid data	5	5
The bidder has failed to address the question and has not proved qualification of the proposed Construction Manager/Supervisor	0	
Description of Criteria – Experiences	Points	Total points
Five (5) or more projects. Construction management experience on projects with minimum value of R10 million each (on a single project) or above appointed as Construction Manager / Supervisor	10	10
Three (3) to Four (4) projects. Construction management experience on projects with minimum value of R10 million each (on a single project) or above appointed as Construction Manager/Supervisor	8	
One (1) to Two (2) projects. Construction management experience on projects with minimum value of R10 million each (on a single project) or above appointed as Construction Manager/Supervisor	4	
The bidder has failed to address the question and has not proved experience of the proposed Construction Manager/ Supervisor	0	
SUB-TOTAL A2	15	
COMPLIANCE REQUIREMENT: A detailed CV with certified copies of qualification/s (not older than 6 months) including, without limitation to the following: <ul style="list-style-type: none"> a. number of years of experience, b. the nature of projects involved, c. indicating the project/s values, d. the position/s held. 		
A3: Site SHEQ Officer		
Description of Criteria – Qualifications plus registration with the applicable professional body	Points	Total points
Qualification: A Registration Certificate with SACPCMP as C.2.1.6 in bid data	4	4
The bidder has failed to address the question and has not proved qualification of the proposed SHEQ Officer	0	
Description of Criteria - Experience	Points	Total points

Five (5) or more projects. SHEQ experience on projects with minimum value of R5 million each (on a single project) or above appointed as Site SHEQ Officer	6	6
One (1) to Four (4) projects. SHEQ experience on projects with minimum value of R5 million each (on a single project) or above appointed as SHEQ Officer	3	
The bidder has failed to address the question and has not proved experience of the proposed SHEQ Officer	0	
SUB-TOTAL A3	10	
COMPLIANCE REQUIREMENT: A detailed CV with contactable references and certified copies of qualification/s (not older than 6 months) including, without limitation to the following: a. number of years of experience, b. the nature of projects involved, c. indicating the project/s values, d. the position/s held.		
TOTAL A		50
B: EXPERIENCE OF BIDDER		
<ol style="list-style-type: none"> 1. Bidders are required to demonstrate relevant experience, competency and attach practical completion certificates. 2. Bidders are required to submit full details of, and reliable contactable references for relevant build environment which were successfully completed. 3. Projects relevant must be of similar scope, nature, and size, completed. Bidders are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed within the contract period. 		
NB: Successful completed similar or comparative projects from 2015 onwards		
Description of Criteria	Points	Total points
Two (2) or more similar and or comparative projects successfully executed by the bidder within the contract period from 2015 onwards for the minimum value of R 15 million each (on a single project) or above.	50	50
Two (2) or more similar and or comparative projects successfully executed by the bidder within the contract period from 2015 onwards for the minimum value of R 10 million each (on a single project) or above.	30	
Two (2) or more similar and or comparative projects successfully executed by the bidder within the contract period from 2015 onwards for the minimum value of R 5 million each (on a single project) or above.	10	
The Bidder has failed to address the question and has not provided proof of completing similar building construction projects	0	
TOTAL B		50
GRAND TOTAL		100
MINIMUM THRESHOLD		75

STAGE 2- PRICE AND SPECIFIC GOALS

Bidder/s who qualify for this stage will be evaluated using the PPPFA, and the one scoring the highest points will be awarded a bid:

CRITERIA	MAXIMUM POINTS
Price	80
Black Owned Company	4
Women Owned Company	5
Youth Owned Company	5
*Company owned by people living with disabilities	6
Grand Total	100

* Medical Practitioners certificate/letter must be attached.

C.3.11.2 The Employer will perform a risk analysis in respect of the following:
 (a) reasonableness of the financial offer
 (b) reasonableness of unit rates and prices
 (c) the Bidders ability to fulfil its obligations in terms of the bid document, that is, that the bidder can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

C.3.17 The Employer will provide one copy of the signed contract.

C.4 ADDITIONAL CONDITIONS OF BID

The additional conditions of bid are:

C.4.1 Invalid Bid

Bids shall be considered invalid and shall be endorsed and recorded as such in the bid opening record, by the responsible official who opened the bid, in the following circumstances:

- a) if the bid offer is not submitted on the Form of Offer and Acceptance bound into this bid document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the Form of Offer and Acceptance has not been completed or has not been signed by the authorised representative of the bidder
- c) if the Form of Offer and Acceptance is signed, but the name of the bidder is not stated or is indecipherable.
- d) if the bid offer is not completed in non-erasable ink.

C.4.2 Negotiations with preferred Bidder

The Employer may negotiate the final terms of a contract with Bidder identified through a competitive bidding process as preferred Bidder provided that such negotiation:

- a) does not allow any preferred bidder a second or unfair opportunity;
- b) is not to the detriment of any other bidder; and
- c) does not lead to a higher price than the bid as submitted.

Minutes of any such negotiations shall be kept for record purposes

C.4.4	<p>Claims arising after submission of bid</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will not be admitted by the Employer after the submission of any tender and the tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> 1) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 2) visited the site of any proposed works. 3) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Bidder. 4) received any Addendum to the bid documents which will be issued in accordance with the applicable regulations & legislations <p>Before submission of any bid, the bidder should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the bidder must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any bid due to the foregoing.</p>
C.4.5	<p>Imbalance in tendered rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the bidder to amend these rates and lump sums along the lines indicated by it.</p> <p>The bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the bid offer as tendered. Should the Bidder fail to amend his Bid in a manner acceptable to the Employer, the Employer may reject the Bid.</p>
C.4.6	<p>The Employer shall formally issue bid documents in electronic format as contemplated in C.2.13.2 and C.2.13.3 and shall not issue bid documents in hardcopy. An electronic version of the issued bid documents will be made available to the bidders on the following: RTMC website, www.rtmco.co.za CIDB website, www.cidb.org.za e-Tender Portal, www.etenders.gov.za</p>
C.4.8	<p>Subcontracting as a Condition of Bid</p> <p>The successful bidder shall be required to subcontract a minimum of 30% of the value of the Contract including labour and materials to EME'S or/and QSE'S enterprises determined in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act. These subcontractors can be selected from the CIDB database who are registered on the CSD for the purposes of compliance. Bidders shall make allowance in their preliminaries for any additional costs in this regard, for example, for the preparation of work packages, management of the subcontractors including site supervision, drafting and conclusion of subcontract agreements, subcontractor OHS plan approvals, etc., that may arise due to this commitment.</p>

C.4.9

Compliance with Occupation Health and Safety Act 1993

Bidders are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Bidders are to note that the service provider is required to ensure that all sub-contractors/sub-consultants or other engaged in the performance of this contract also comply with the above requirements.

T1.3: CIDB STANDARD CONDITIONS OF TENDER

Standard Conditions of Tender

C.1 GENERAL

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not

apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system.

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.4 Option 2

C.1.6.4.1.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.4.1.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 *Submitting a tender offer*

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a one-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope for both "financial proposal" and technical proposal". The envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 *Information and data to be completed in all respects*

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.

- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price

and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

A. The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE SCHEDULES/DOCUMENTS

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
C1.1	Form of Offer and Acceptance	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries, Bills of Quantities & Final Summary	161	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2a	Resolution for Signatory	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Ventures	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2c	Schedule of Proposed Sub-Contractors	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2d	Schedule of Key Personnel: Contractor Manager	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2e	Schedule of Key Personnel: Construction Manager/ Supervisor	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2f	Schedule of Key Personnel: SHEQ Officer	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2g	Bank Rating	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2h	Record of Addenda to Tender Documents	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2i	Schedule of Plant and Equipment	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2j	Compulsory Enterprise Questionnaire	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2k	CIDB Grading Certificate – Proof of Registration	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2l	Letter of Good Standing	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2m	References	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2n	Functionality claimed by bidder	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 1	Invitation to Bid: Part A and B	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SDB 4	Declaration of Interest	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.2	Declaration Certificate for Local Production and Content or Designated Sectors	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annex C	Local Content Declaration – Summary Schedule	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SBD 9	Certificate of Independent Bid Determination	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
-------	--	---	---

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
T2.2p	BBBEE Certificate or Sworn Affidavit	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2q	Print out of Centralized Supplier Database Report	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2r	Bidders financial statements	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2w	Compulsory Briefing Session Certificate	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annexure A	Company Experience & Contactable References	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

(The following list of returnable schedules/documents is duplicated from the tables above however these will not appear in duplicate within the tender document. The purpose is to bring to the tenderers' attention the list of returnable documents/schedules that shall be incorporated into the contract)

T2.2: RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

No.	Document Name	Number of pages issued	Returnable Document
T2.2h	Record of Addenda to Tender Documents	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2d	Schedule of Key Personnel: Contracts Manager	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2e	Schedule of Key Personnel: Construction Manager/ Supervisor	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2: OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

C1.1	Form of Offer and Acceptance	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries, Bills of Quantities & Final Summary	161	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of

RTMC BID 03/2024/25– APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE

The Bidder, identified in the offer signature block, has examined the documents listed in the Bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
.....Rand
(in words); R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the Bidder

(Name and
.....
address of
organization)
.....

.....

 Name and
 signature
 of witness

SECURITY OFFERED

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction ** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

1) cash deposit of 10% of the Contract Sum (excluding VAT)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3) Payment reduction of 10% of the value certified in the payment certificate (excluding VAT)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
5) fixed construction guarantee of 5% of the Contract Sum (Excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of

deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any).

Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date
Name
Capacity

**for the
Employer**

**Road Traffic Management Corporation
RTMC Eco Origin Office Park, Block F,
349 Witch-Hazel Street,
Highveld,
Centurion Ext 79,
0157**

Name and
signature
of witness Date

C1.2 CONTRACT DATA

C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
	<p>CONTRACT VARIABLES: THE SCHEDULE The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor.</p>
42.0	PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER
42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Road Traffic Management Corporation RTMC Eco Origin Office Park, Block F, 349 Witch-Hazel Street, Highveld, Centurion Ext 79, 0157 Tel: 012 999 5200</p>
42.1.2 [5.1]	<p>Principal Agent: Sakhiwo Infrastructure Solutions Agent's service: Principal Agent Physical Address: 3rd Floor Block 6, Summit Place 221 Garsfontein Road Menlyn, Pretoria Tel: 012 3462749</p>
42.1.3 [5.1]	<p>Agent (1) Sakhiwo Infrastructure Solutions Agent's service: Project Managers Physical Address: 3rd Floor Block 6, Summit Place 221 Garsfontein Road Menlyn, Pretoria</p>

	<p>Postal Address: Postnet Suite 181, Private Bag x06 Waterkloof 0145 Tel: 012 864 1241 Cell: 082 556 7960</p>
42.1.4 [5.2]	<p>Agent (2) HDG Architects Agent's service: Architect Physical Address: 948 Duncan Street Pretoria 0081 Tel: 012 346 0526 Cell: 082 940 7959</p>
42.1.5 [5.2]	<p>Agent (3): SVP Quantity Surveyors and Project Managers (Pty) Ltd Agent's service: Quantity Surveyor Postal address: 3rd Floor Block 6, Summit Place 221 Garsfontein Road Menlyn Pretoria Postal Address: Postnet Suite 181, Private Bag x06 Waterkloof 0145 Cell: 083 265 6846</p>
42.1.6 [5.2]	<p>Agent (4): Miletus Consulting Engineering Agent's service: Civil / Structural Physical Address: 3rd Floor Block 6, Summit Place 221 Garsfontein Road Menlyn Pretoria Postal Address: Postnet Suite 181, Private Bag x06 Waterkloof 0145 Cell: 082 441 9413</p>
42.1.7 [5.2]	<p>Agent (5): DTM Mechanical & Electric Engineers Agent's service: Electrical / Mechanical Engineer Physical Address: 1282 South Street,</p>

	Centurion Central CENTURION 0046 Tel: 012 663 3125 Cell : 072 506 6177
42.2	CONTRACT DETAILS
42.2.1	Works description: Refer to document C3 – Scope of Work.
42.2.2	Site description: Refer to document C4.1 – Site Information.
42.2.3 [22.2]	Work or installations by direct contractors: None
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
[11.2.#]	2) Lateral support insurance to be affected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #] [40.2.2.#]	3) Payment will be made for materials and goods. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	5) Extended defects liability period (365 applicable to the following elements: calendar days) <ul style="list-style-type: none"> - all civil works relating to roads, parking areas, drainage and water supply - Electrical installation - Mechanical installation - IT and security installation
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site: Five (5) working days.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion from the date that possession of the site is given to the contractor (including statutory holidays) and the penalty per calendar day: Contract Period: Six (6) months (Including maximum of 21 calendar days builder's holiday per year where applicable) Penalty: 0,05% of the Contract Value, excluding VAT per calendar day.
42.2.8 [24.3.1] [28.1]	For the works in sections: For the works in sections: Sectional completion – refer to C3 Scope of Work.
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10%
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be affected by the contractor <input checked="" type="checkbox"/> For the sum of R5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be affected by the contractor Not applicable
42.4	DOCUMENTS
42.4.1 [3.3#, 15.1.3#' 31.16.2#]	Waiver of the Contractor's Lien or right of continuing possession is required
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (seventh edition).
42.4.4 [15.1.1]	On acceptance of the tender the priced bills of quantities / lump sum document is to be submitted as part of the returnable.
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 2) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 3) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 4) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause 1.1</p> <p>COMMENCEMENT DATE Means the date that the agreement, made in terms of the form of Offer and Acceptance, comes into effect.</p> <p>CONSTRUCTION GUARANTEE Means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD Means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.</p> <p>CORRUPT PRACTICE Means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>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 tenderer and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>

INTEREST

The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

PRINCIPAL AGENT

Means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent**, as detailed in the **agreement**, shall be fulfilled by a representative of the **employer** as named in the **schedule**.

SECURITY

Means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3, 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

Damage to the works

a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary

b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable.
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**.

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works**

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor’s** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor’s** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and For this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 **SECURITY**

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) on signing of the contract.

14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) calendar days from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last **certificate of practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum**(excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**

14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), where after 14.7 shall be applicable

15.1.1 No Clause

15.1.2 The **security** as selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days from **commencement date**

15.2.1 Under 41: Amend to read as follows:

“Give the **contractor** possession of the site within ten (10) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4”

17.1.11 Delete the words” and the appointment of **nominated** and **selected subcontractors**”

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 and 31.8

31.8 Amend as follows:

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.

31.8(B) Where **security** is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

31.9 Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”.

31.12 Delete the following: “Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due.”

32.5.1 Add the following to the end of each of these clauses: “...due to no fault of 32.5.4 the **contractor**” and 32.5.7

33.2.13 the **contractor’s** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

34.2 Insert “#” next to 34.2

34.8 Delete the words “where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”

	<p>34.13 Replace “seven (7) calendar days” with “thirty (30) calendar days” and delete the words: “subject to the employer giving the contractor a tax invoice for the amount due”</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to “No clause”, and replace “principal agent” with “employer”</p> <p>36.7 Add the following: “Notwithstanding any clause to the contrary, on 37.5 cancellation of this agreement either by the employer or the contractor; or and for any reason and whatsoever, the contractor shall on written instruction, discontinue with the 38.7 works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120) And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof:” within one hundred and twenty (120) working days of completion of such report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p style="padding-left: 40px;">Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
--	---

42.0	PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR
	<p>POST-TENDER INFORMATION</p> <p>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</p>
42.5	CONTRACT DETAILS

<p>42.5.1</p>	<p>Contractor:.....</p> <p>.....</p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:.....</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>42.5.2</p>	<p>The accepted contract sum inclusive of tax is R.....</p> <p>Amount in words.....</p> <p>.....</p>
<p>42.5.3 [31.3]</p>	<p>The latest day of the month for the issue of an interim payment certificate:</p>
<p>42.5.4 [32.12]</p>	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
<p>42.5.5 [32.12]</p>	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
<p>42.5.7 [14]</p>	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p>

(b) in respect of contracts above R1 million, the **contractor** will provide, as **security**, one of the following:

(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(2) variable construction guarantee of 10% of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>
(3) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(4) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(5) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

42.5.8 [29.7.2] The annual building holiday period after the commencement of the construction period:
from to

42.6 DOCUMENTS

42.6.1 Contract documents marked and annexed hereto:

Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)

.....

42.8

SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at _____ on _____

Name of signatory for and behalf of the **Employer** who by
signature hereof warrants authorization
hereto

Capacity of signatory as Witness

Thus done and signed at _____ on _____

Name of signatory for and behalf of the **Contractor** who by
signature hereof warrants authorization
hereto

Capacity of signatory as Witness

C2.2 BILLS OF QUANTITIES AND FINAL SUMMARY

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2a: RESOLUTION FOR SIGNATORY

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No.	RTMC BID 03/2024/25

MUST BE ON COMPANY LETTERHEAD

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form. This must be on a company letterhead.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No.	RTMC BID 03/2024/25

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

 (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submit a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

 (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

 (Project description as per Bid /Tender Document)

Bid Number: _____ (Bid Number as per Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Corporation in respect of the project described under item 1 above.

4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Corporation in respect of the project under item 1 above:

Physical address: _____

 _____ Postal Code _____

Postal Address: _____

 _____ Postal Code _____

Telephone number: _____

Fax number: _____

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Note:

- * Delete which is not applicable
- NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

T2.2c: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No.	RTMC BID 03/2024/25

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Value of Work	Subcontractor CIDB Grading
1.				
2.				
3.				
4.				
5.				

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2d: SCHEDULE OF KEY PERSONNEL: CONTRACTS MANAGER

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

The tenderer is referred to clause C.2.1.4 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the Tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Tenderer must **also** append to this schedule in terms of clause C.2.1.4, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	Qualifications	No. of Years Specified Experience

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

T2.2e: SCHEDULE OF KEY PERSONNEL: CONSTRUCTION MANAGER/ SUPERVISOR

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

The tenderer is referred to clause C.2.1.5 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the Tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Tenderer must **also** append to this schedule in terms of clause C.2.1.5, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	Qualifications	No. of Years Specified Experience

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2f: SCHEDULE OF KEY PERSONNEL: SHEQ OFFICER

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

The tenderer is referred to clause C.2.1.6 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the Tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Tenderer must **also** append to this schedule in terms of clause C.2.1.6, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	Qualifications	No. of Years Specified Experience

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2h: RECORD OF ADDENDUM TO TENDER DOCUMENTS

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

T2.2i: SCHEDULE OF PLANT AND EQUIPMENT

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.2j: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number:

Section 3: CIDB/CRS registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, manager, shareholder stakeholder director, principal or	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

--	--	--	--

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

T2.2k: CIDB GRADING CERTIFICATE – PROOF OF REGISTRATION

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Tenderers must attach a CIDB registration certificate as per C.2.1.3 of the Tender Data (T1.2)

T2.2I: LETTER OF GOOD STANDING

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Tenderers must attach a Letter of Good Standing as per C.2.23.4 of the Tender Data (T1.2)

T2.2m: REFERENCES

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Bidders are required to provide contactable references as per the attached forms below.

Reference Nr. 1

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Sir/Madam,

We, _____ (insert bidding company name), are in the process of bidding for the above project.

We have listed you as a reference. Please evaluate our performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. QUALITY

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

4. COMMENTS:

Project Manager/Principal Agent: _____
Tel. Nr: _____
E-mail Address: _____
Signature: _____ Date: _____

Place company stamp here:

Reference Nr. 2

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Sir/Madam,

We, _____ (insert bidding company name), are in the process of bidding for the above project.

We have listed you as a reference. Please evaluate our performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. QUALITY

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

4. COMMENTS:

Project Manager/Principal Agent: _____
 Tel. Nr: _____
 E-mail Address: _____
 Signature: _____ Date: _____

Place company stamp here:

Reference Nr. 3

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Sir/Madam,

We, _____ (insert bidding company name), are in the process of bidding for the above project.

We have listed you as a reference. Please evaluate our performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. QUALITY

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

4. COMMENTS:

Project Manager/Principal Agent: _____

Tel. Nr: _____

E-mail Address: _____

Signature: _____ Date: _____

Place company stamp here:

Reference Nr. 4

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Sir/Madam,

We, _____ (insert bidding company name), are in the process of bidding for the above project.

We have listed you as a reference. Please evaluate our performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. QUALITY

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR

4. COMMENTS:

Project Manager/Principal Agent: _____
Tel. Nr: _____
E-mail Address: _____
Signature: _____ Date: _____

Place company stamp here:

T2.2n: FUNCTIONALITY CLAIMED BY BIDDER

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

A Key Personnel		
Points are allocated for required competencies and qualifications of allocated personnel for the project in consideration / Required key personnel are Contracts Manager, Construction Manager/ Supervisor and Site SHEQ Officer		
A1 Contract Manager		
Description of Criteria - Qualifications	Points	Points Claimed
Qualification: BTech/Degree in the Built Environment field of study as C.2.1.4 in tender data	10	
Qualification: National Diploma in the Built Environment field of study as C.2.1.4 in tender data	5	
The bidder has failed to address the question and has not proved qualification of the proposed contract manager	0	
Sub-Total	10	
Description of Criteria - Experiences	Points	Points Claimed
Five (5) or more projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	15	
Three (3) to Four (4) projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contract manager	10	
One (1) to Two (2) projects. Contract management experience on projects with minimum value of R10 million each (on a single project) or above appointed as contracts manager	5	
The bidder has failed to address the question and has not proved experience of the proposed contract manager	0	
Sub-Total	15	
SUB-TOTAL A1	25	

A2 Construction Manager / Supervisor		
Description of Criteria - Qualifications	Points	Points Claimed
Qualification: Trade certificate in the Built Environment field of study as C.2.1.5 in tender data	5	
The bidder has failed to address the question and has not proved qualification of the proposed Construction Manager/Supervisor	0	
Sub-Total	5	
Description of Criteria – Experiences	Points	Points Claimed
Five (5) or more projects. Construction management experience on projects with minimum value of R10 million each (on a single project) or above appointed as Construction Manager / Supervisor	10	
Three (3) to Four (4) projects. Construction management experience on projects with minimum value of R10 million each (on a single project) or above appointed as Construction Manager/Supervisor	8	
One (1) to Two (2) projects. Construction management experience on projects with minimum value of R10 million each (on a single project) or above appointed as Construction Manager/Supervisor	4	
The bidder has failed to address the question and has not proved experience of the proposed Construction Manager/ Supervisor	0	
Sub-Total	10	
SUB-TOTAL A2	15	
A3 Site SHEQ Officer		
Description of Criteria - Qualifications	Points	Points Claimed
Qualification: A Registration Certificate with SACPCMP as C.2.1.6 in tender data	4	
The tenderer has failed to address the question and has not proved qualification of the proposed SHEQ Officer	0	
Sub-Total	4	
Description of Criteria - Experience	Points	Points Claimed
Five (5) or more projects. SHEQ experience on projects with minimum value of R5 million each (on a single project) or above appointed as Site SHEQ Officer	6	
One (1) to Four (4) projects. SHEQ experience on projects with minimum value of R5 million each (on a single project) or above appointed as SHEQ Officer	3	
The bidder has failed to address the question and has not proved experience of the proposed SHEQ Officer	0	
Sub-Total	6	
SUB-TOTAL A3	10	
TOTAL A	50	

NB: Tenders are required to submit CV's with contactable references and certified qualifications of proposed key personnel. Failure to submit will result in the tenderer not being awarded points on the above criteria. All copies of qualifications must be certified not older than three months at tender closing date.

B Experience of bidder		
<p>Tenderers are required to demonstrate relevant past experience and competency and attach practical completion certificates.</p> <p>Tenderers are required to submit full details of, and reliable contactable references for relevant buildings which were successfully completed.</p> <p>Projects relevant must be of similar scope, nature and size, completed within the last five (5) years. Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed within the contract period.</p>		
<p>Successful completion of similar or comparative projects in the last tender (5) years</p>		
Description of Criteria	Points	Points Claimed
Two (2) or more similar and or comparative projects successfully executed by the tenderer within the contract period from 2015 onwards for the minimum value of R 15 million each (on a single project) or above.	50	
Two (2) or more similar and or comparative projects successfully executed by the tenderer within the contract period from 2015 onwards for the minimum value of R 10 million each (on a single project) or above.	30	
Two (2) or more similar and or comparative projects successfully executed by the tenderer within the contract period from 2015 onwards for the minimum value of R 5 million each (on a single project) or above.	10	
The Bidder has failed to address the question and has not provided proof of completing similar building construction projects	0	
TOTAL B	50	
GRAND TOTAL A + B	100	

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2p: BBBEE Certificate or Sworn Affidavit

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Tenderers must attach BBBEE Certificate or Sworn Affidavit as per clause C.2.23.1 of the Tender Data (T1.2)

T2.2q: Print out of Centralized Supplier Database Report

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Tenderers must attach proof of registration with the CSD and provide CSD Registration number.

T2.2w: Compulsory Briefing Session Certificate

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Tenderers must attach a signed Compulsory Briefing Session Certificate.

Annexure A: Company Experience

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Bid No:	RTMC BID 03/2024/25

Tenderers are required to submit proof of company experience as described in clause C.3.11.2 of the Tender Data (T.1.2). The portfolio of evidence must be distinguished between that submitted for projects awarded currently under construction and for those projects that are completed. Bidders shall note the requirements for projects awarded currently under construction and those that are completed

<p>Two (2) or more similar and or comparative projects successfully executed by the tenderer in the past 5 years.</p>	<p>Portfolio of Evidence:</p> <p>For each completed project claimed:</p> <ol style="list-style-type: none"> 1. Letter of Award 2. Site Possession Certificate 3. Completion Certificate 4. Reference form for the specific projects claimed
---	---

C1.3 CONSTRUCTION GUARANTEE

ROAD TRAFFIC MANAGEMENT CORPORATION

APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **ROAD TRAFFIC MANAGEMENT CORPORATION**

Contractor means

Agent means **Sakhiwo Infrastructure Solutions**

Works means **APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE**

Site means **Existing site RTMC Training Academy**

Boekenhoutkloof Campus

Agreement means **JBCC series 2000 Principal Building Agreement**

(Edition 4.1 of March 2005)

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:
- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
- 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Identity number Identity number

Witness 1 Witness 2

Guarantor's seal or stamp

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (March 2005 Edition)

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Tender No:	RTMC BID 03/2024/25

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015. Where applicable the:
 - a) Civil engineering work where so stated, has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the preliminaries for the use of JBCC Series 2000 – Third Addition – January. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard and approved by the Principal Agent may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, Model Preambles for Trades and all other relevant documentation.
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 11 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 12 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 14 The Contract is a fixed price and no escalation will be paid.
- 15 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

C3.1: SCOPE OF WORKS

C3.1: SCOPE OF WORKS

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Tender No:	RTMC BID 03/2024/25

C3.1 SCOPE OF WORKS

The works will consist of the provision of paving for Temporary Student accommodation and temporary class rooms, perimeter fencing and refurbishment of works on some of existing buildings including electrical works.

A. EXTENT OF THE WORKS

A.1 Temporary Classrooms and Temporary Student Accommodation

Use appropriate tools and equipment to carefully remove the existing paving minimizing damage to surrounding areas and utilities. Clear the designated area of any debris, vegetation, or obstacles to facilitate the re-installation removed paving and the installation of new paving. Assess and grade the ground as needed to ensure a level and stable base for the new paving. Procure the paving materials, ensuring quality and compliance with specifications. Install the new paving according to industry best practices, ensuring proper compaction, alignment, and finishing for durability and aesthetic appeal. Secure the new paving with appropriate jointing materials and finishes to ensure a polished and professional appearance. Remove any construction debris, including excess materials, dirt, and discarded paving, from the installation area. Ensure that the surrounding landscape is left in a well-maintained condition, without any damage or disruptions caused by the paving installation.

A.3 Skid pan and Shooting Range

Installation of all required piping and fixtures, including sinks, faucets, toilets, showers, bathtubs, and water heaters. Connection of all plumbing fixtures to the main water supply and wastewater drainage systems. Installation of venting systems for proper air circulation and pressure regulation within the plumbing system. Testing of all plumbing systems for leaks and proper functionality, and making any necessary adjustments or repairs. Installation of drainage systems, including proper slope and fittings to ensure efficient water flow and drainage. Connection of all drainage systems to the main sewer or septic system, including necessary permits and inspections. Cleanup and disposal of any construction debris or waste materials related to the plumbing and drainage installation.

Install all wiring, conduits, and fixtures required for the electrical system according to code and safety standards. Mount and connect electrical panels, switches, outlets, and other devices as specified in the design. Test and verify the proper functioning of all installed electrical components. Install and connect any necessary grounding and bonding systems. Complete all necessary documentation and permits required for the installation. Provide training and guidance to the client on the proper operation and maintenance of the electrical system. Ensure compliance with all applicable electrical codes and regulations.

A.4 Admin Building

Procurement of all necessary materials, including gutters, downpipes, brackets, and connectors, in the appropriate sizes and materials (e.g. aluminum, steel, vinyl). Installation of gutters and downpipes, including proper alignment, leveling, and securing to the building structure, following building codes and regulations. Integration of gutter and downpipe systems with existing roof drainage systems, ensuring proper water flow and drainage away from the building foundation. Sealing and waterproofing of all gutter and downpipe connections and joints to prevent leaks and water damage. Cleanup and disposal of any construction debris or waste materials related to the gutter and downpipe installation.

A.5 Perimeter Fence

Review any existing property lines, easements, or survey markers to ensure accurate placement of the fence. Procure the fencing materials, including posts, panels, gates, and hardware, ensuring quality and compliance with specifications. Clear the designated area of any vegetation, debris, or obstacles to facilitate the installation process. Set the fence posts at appropriate intervals, ensuring proper alignment and depth for stability and longevity. Attach fence panels or components securely to the posts, maintaining consistent height and spacing throughout the perimeter. Secure loose ends and trim excess materials to achieve a clean and polished appearance for the installed fence. Remove any construction debris, including excess soil, rocks, and discarded materials from the installation area. Ensure that the surrounding landscape is left in a well-maintained condition, without any damage or disruptions caused by the installation process.

B. SEQUENCE OF CONSTRUCTION

Paving at the Temporary Classrooms to be constructed first, together with the paving at the Temporary Accommodation western parts, broken down as nine (seventeen sleeper) units at the female compound and thirty (seventeen sleeper) units at the male compound. The works at the shooting range, skid pad and admin building should be done simultaneously.

The remaining paving on the eastern parts, the ten (seventeen sleeper) units at the female compound and nine (seventeen sleeper) units at the male compound with the twelve (fifty-one sleeper) units at the male compound to commence once the paving as stated above is completed.

C. RESTRICTIONS AND CONSTRAINTS

1. The work is executed on the existing facility, which shall remain fully functional 24 hours per day and 7 days a week. The operation of the facility must not be compromised at all.
2. Noise must be kept to a minimum and within acceptable levels at all times.
3. All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval.
4. Dust emanating from the work site must be controlled.
5. Noise control of the project is urgent and work shall be executed during normal working hours i.e. 07h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the General Manager of the facility, in advance.

D. OPERATIONAL PROTOCOLS

1. Security is a priority and the site shall be kept safe at all times
2. The approved Health and Safety plan shall be adhered to at all times
3. All staff members of the contractor shall wear PPE at all times
4. All staff members of the contractor shall be specifically identifiable at all times
and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
5. Regular meetings, the frequency of which is to be determined, shall be held with
The management of the complex to ensure a cohesive spirit of co-operation at all
times.

E. ACCESS

Prospective bidders are to fully familiarize themselves with the site and access to the site.

List of drawings used to compile the Bill of Quantities

Architect drawings:

HDG-000-001; HDG-010-001; HDG-014-010; HDG-014-011; HDG-014-012; HDG-070-017; HDG-070-018; HDG-070-026; HDG-070-027; HDG-070-812

Engineer drawings:

H913-B-201

C3.3: HIV/AIDS AWARENESS SPECIFICATION

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

B. 1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

C. 2 DEFINITIONS AND ABBREVIATIONS

1. 2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2. 2.2 Abbreviations

HIV : Human Immunodeficiency Virus.

AIDS : Acquired Immune Deficiency Syndrome.

STI : Sexually Transmitted Infection.

3.

3 BASIC METHOD REQUIREMENT

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;

- 3.2.14 How the Service Provider will elicit maximum participation from the Workers; 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4. 4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

a) 4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

b) 4.2 Recommended practice

(1) 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

(2) 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

(3) 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

(a) 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

(b) 4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) 4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

(d) 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

(e) 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

(f) 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

(g) 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

c) 4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5. PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6. ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7. APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- 7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

7.2 The Awareness Champion shall be responsible for:

- 7.2.1 Liaising with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution; 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

8. MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Corporation's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

SCHEDULE A: HIV/AIDS PROGRAMME: SITE CHECKLIST

Date of commencement of construction: _____ Name of Corporation's Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

<i>Tick the block if Contractor satisfactorily complied with specifications</i>																												
DATE	PI				PI				PI				PI				PI				PI							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
Female condom dispenser																												
Sufficient female condoms available																												
Female condom dispenser in a highly trafficked area																												
All four types of posters displayed																												
Posters in a good condition																												
Posters in a highly trafficked area																												
Posters displayed on local support services: clinic & VCT centre																												
Support service poster/s in highly trafficked area																												

Support service poster/s in a good condition							
--	--	--	--	--	--	--	--

SCHEDULE A

SCHEDULE A

<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							

Representative/Agent

Date

Contractor

Date

SCHEDULE A

SCHEDULE A

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Corporation's Project
Manager

Date

Date

SCHEDULE A

II. SCHEDULE B

A. HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider _____

Date _____

Date _____

SCHEDULE B

B. HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

<i>Fill in the applicable information with regard to each workshop conducted</i>																												
DATE	W/S				W/S				W/S				W/S				W/S				W/S							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Content of workshop: (Mark the content included)																												
SLO1																												
SLO2																												
SLO3																												
SLO4																												
SLO5																												
SLO6																												
SLO7																												
HIV/AIDS in construction video																												
Indicate the duration of the workshop in hours																												
Total number of Workers																												

Indicate workshop venue							

SCHEDULE B
HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

<i>Fill in your name and indicate attendance by ticking the appropriate date</i>																			
DATE		W/S		W/S		W/S		W/S		W/S		W/S							
		D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D
No	NAMES																		

SCHEDULE B

III. SCHEDULE C

A. CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R_____

RTMC General Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

1. AWARENESS MATERIAL

Describe location of posters displayed during the programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

2. CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

3. HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry:

Comments on HIV/AIDS workshops on site: _____

SCHEDULE C

4.

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Contractor

Date

RTMC General Manager

Date

PART C4: SITE INFORMATION

C4.1: SITE INFORMATION

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR REFURBISHMENT WORK AT THE BOEKENHOUTKLOOF TRAFFIC TRAINING COLLEGE
Tender No:	RTMC BID 03/2024/25

C4 Site Information

Location

THE SITE IS AT:

The existing RTMC Training Academy – Boekenhoutkloof Campus

Coordinates 25°42'45.51"S, 28° 4'40.30"E

SITE INFORMATION

ADJACENT BUILDINGS AND SERVICES

Prospective bidders must acquaint themselves with the positions and areas of buildings being renovated or newly constructed on site and must take cognisance of the functional buildings and services adjacent to these areas.

Bidders attention is drawn to the following specific requirements:

- Dust control
- Noise control – works executed after 5pm – 8am weekdays, works over weekends and public holidays shall be agreed with the Principal Agent prior commencement.
- All construction workers shall be contained to the designated portion of the existing site as defined by the Principal Agent