



**THE SOUTH AFRICAN NATIONAL  
ROADS AGENCY SOC LIMITED**

**CONTRACT SANRAL 53000/1002/2022/LT**

**FOR THE PROVISION OF A LONG-TERM  
TRAFFIC MONITORING SERVICE**

**PROJECT DOCUMENT**

DATE: OCTOBER 2022

TENDER DOCUMENT  
VOLUME 3

**CHIEF EXECUTIVE OFFICER  
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED  
48 TAMBOTIE AVENUE  
VAL DE GRACE  
PRETORIA, 0184**

**NAME OF TENDERER:**

Set sequential number



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DATE: OCTOBER 2022  
TENDER DOCUMENT  
VOLUME 3

THIS DOCUMENT COMPILED BY:

SANRAL  
48 TAMBOTIE AVENUE  
VAL DE GRACE  
PRETORIA

Email: [ProcurementHO6@sanral.co.za](mailto:ProcurementHO6@sanral.co.za)

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

48 TAMBOTIE AVENUE  
VAL DE GRACE  
PRETORIA

## LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) which the tenderer shall purchase himself. (See note 1 below).
- Volume 2A: TMH 3 Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services Version 2 (March 2018) issued by the Committee of Transport Officials which can be downloaded from the website. (See Note 2 below).
- Volume 2B TMH 14 South African Standard Traffic Data Collection Format Version 3.20 (February 2019) issued by the Committee of Transport Officials which can be downloaded from the website. (See Note 2 below).
- Volume 3: The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see note 3 below). The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

The conditions of tender are the standard conditions of tender as contained in Annexure C of the STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS, AUGUST 2019: Standard conditions of tender, document, which the tenderer may download himself from the CIDB website

<https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf>

**Notes to tenderer:**

1. **Volume 1:** The Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), is obtainable from CESA, P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, e-mail: [general@cesa.co.za](mailto:general@cesa.co.za)
2. Volume 2 is issued at tender stage in electronic format which can be downloaded from the SANRAL website <https://www.nra.co.za/sanral-tenders/list/open-tenders> Search for "53000" and contains the following files:
  - The TMH 3 Version 2 (March 2018)
  - The TMH 14 Version 3.20 (February 2019)
3. **Volume 3 is issued at tender stage in electronic format** which can be downloaded free from charge from the SANRAL website <https://www.nra.co.za/sanral-tenders/list/open-tenders> . Search for "53000".

**The link contains the following files:**

- The full Project Document in .pdf format (excluding the standard conditions of tender)
- The returnable forms in word format
- The pricing data in Excel format
- SANRAL Data Verification Tests in PDF format
- Station Information List in Excel format
- TMH 3 System Assessment in Excel format (See under Volume 2)
- Station Information Plate in PDF format
- New SANRAL Logo
- ITIS Desktop Project Information Module – User manual in PDF format
- ITIS Support Service Desk User Manual in PDF format
- SANRAL Project Liaison Committee Guidelines

**Please take note that the following forms will not be available in word format due to the sensitive wording of the forms:**

- Form A3.1 (SBD4)
- Form A13 (SBD1)

**The Standard Conditions of Tender may be downloaded from the CIDB website on the following link:**

<https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf>

**At contract stage Volume 3 will be a bound signed paper copy containing the following documents:**

- Returnable schedules relevant to the project
  - Agreements and Contract Data
  - Pricing Data
  - Scope of Work
  - Site Information
4. **SUBMISSION OF TENDER** – Of the contract documents, only the following elements of Volume 3 needs to be submitted as a printed and bound hard copy as well as electronically on flash drive marked "Main Tender (followed by the Tenderer name)" in a sealed envelope, in the following order:

- Form of Offer (signed and scanned as .pdf and hard copy);
- All returnable schedules and attachments and certificates (signed and scanned as .pdf and hard copy);
- Completed pricing schedule (scanned copy in .pdf and copy in Excel and hard copy).

**Information provided by a tenderer over and above the above elements of volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.**

5. **For alternative offers the tenderer shall submit the following additional documentation, as a printed and bound hard copy and electronically in a separate flash drive marked “Alternative (followed by the Tenderer name)” in a sealed envelope in the following order:**

- Form of Offer (signed and scanned as .pdf and state, “Alternative Form of Offer” and hard copy);
- All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf and hard copy);
- Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel and hard copy);
- Other relevant information.

An alternative tender offer shall only be considered from a tenderer whose main tender offer is the preferred tender.

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## **PART T: TENDERING**

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### **PART T1: TENDERING PROCEDURES**

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**T1.1 TENDER NOTICE AND INVITATION TO TENDER (Incorporating SBD1)**

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for the provision of a Long-Term Traffic monitoring service in SANRAL's Eastern, Northern, Southern and Western Region. This project is on national roads in the above SANRAL regions of South Africa. The approximate duration is 60 months including 9 Months for the Mobilisation Period.

Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4, are who are registered on the National Treasury Central Supplier Database, meet the minimum requirements for key persons, and meet the minimum staff requirement per package as stated in the Tender Data C2.1.1, are eligible to tender.

It is a contract requirement of this project that the successful tenderer subcontract a minimum of thirty percent (30%) of the monitoring work by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data.

**TENDER DOCUMENTS**

Tender documents are available at no cost in electronic format downloaded from the SANRAL's website by the following link <https://www.nra.co.za/sanral-tenders/list/open-tenders>

Tenderers must have access to MS Office ©2013 and Acrobat Adobe ©9.0, or similar compatible software.

**Tenderers must submit, via email, the duly completed Form A1.1 Certificate of Intention to Submit a Tender to [ProcurementHO6@sanral.co.za](mailto:ProcurementHO6@sanral.co.za) prior to seven (7) calendar days after the date of the tender advertisement. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.**

**TENDERER'S CLARIFICATION**

A tenderer's clarification briefing presentation is available to be downloaded from the SANRAL website by the following link <https://www.nra.co.za/sanral-tenders/list/open-tenders>

**COMPLETION AND DELIVERY OF TENDERS**

The closing time for receipt of tenders is 11h00 on 4 November 2022.

Telegraphic, telephonic, telex, email, facsimile and late tenders will not be accepted.

Tenders may only be submitted in the format as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Queries relating to issues arising from these documents may be addressed to the following:

<b>Bidding procedure and technical enquiries</b>
Contact person: Procurement Office
E-mail: <a href="mailto:ProcurementHO6@sanral.co.za">ProcurementHO6@sanral.co.za</a>

**T1.2 TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time.

<https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>

The standard conditions of tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between the tender data and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender.

**Definitions**

Add the following to the definition:

Wherever reference is made in the documentation to bill of quantities it shall also mean schedule of quantities.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
<b>C.1</b>	<b>GENERAL</b>
<b>C.1.1</b>	<b>Actions</b>  The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer's <i>domicilium citandi et executandi</i> (permanent physical business address) is:  48 Tambotie Avenue Val De Grace, Pretoria, 0184  The Employer's address for communication relating to this project is:  48 Tambotie Avenue Val De Grace, Pretoria, 0184
<b>C.1.2</b>	<b>Tender Documents</b>  The tender documents issued by the Employer comprise:  <b>Part T1: Tendering Procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data  <b>Part T2: Returnable Schedules</b> T2.1 List of returnable documents T2.2 Returnable schedules  <b>Part C1: Agreements and contract data</b>

Clause Number	Data
	<p>C1.1 Form of offer and acceptance C1.2 Contract data</p> <p><b>Part C2: Pricing data</b> C2.1 Pricing instructions (assumptions) C2.2 Pricing Schedules / Bills of Quantities</p> <p><b>Part C3: Scope of work</b> C3 Scope of work</p> <p><b>Part C4: Site Information</b> C4 Site Information</p> <p><b>Part C5: Annexures</b></p>
<b>C.1.4</b>	The Employer's Agent can be contacted at <a href="mailto:ProcurementHO6@sanral.co.za">ProcurementHO6@sanral.co.za</a>
<b>C.1.6.2</b>	<p><b>Competitive negotiation procedure</b></p> <p>Clause C.1.6.2 is not applicable.</p>
<b>C.1.6.2.1</b>	<p><b>Option 1</b></p> <p>Price negotiations.</p> <p>a) If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer.</p> <p>b) The Organs of state may –</p> <p>i) Negotiate a market related price with the tender scoring the highest points or cancel the tender;</p> <p>ii) If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender;</p> <p>iii) If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender;</p> <p>c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.</p>
<b>C.1.6.3</b>	<p><b>Proposal procedure using the two stage-system</b></p> <p>Clause C.1.6.3 is not applicable.</p>
<b>C.2</b>	<b>TENDERER'S OBLIGATIONS</b>
<b>C.2.1</b>	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) Meet the minimum requirements for key persons as stated in the Scope of Works in Clause C.3.3.1.3: Personnel requirements. If the proposed key person does not</p>

Clause Number	Data
	<p>meet the stipulated minimum requirement for the tender, the tender will be declared non-responsive. Where scoring is applicable the tenderer will be scored 0. <b>(Provide evidence in Form D4.1 to D4.2)</b></p> <p>b) Minimum staff requirement <b>(Provide evidence in Form D3.1 and D3.2)</b></p> <p>1 x Construction Team per tender submission (Can be subcontracted) 1 x Maintenance Team per tendered package (Can be subcontracted)</p> <p>c) National Treasury Central Supplier Database <b>(Form A3.4)</b></p> <p>Tenderers, or in the event of a joint venture, each member of the joint venture, must be registered on the National Treasury Central Supplier Database at the closing date for tender submissions.</p> <p>If not registered as verified online at tender closing; the tender will be declared non-responsive.</p> <p>d) Pre-qualification criteria for preferential procurement (Form C1.1)</p> <p>Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4, are eligible to tender.</p> <p>The tenderer shall submit a valid B-BBEE certificate or Sworn Affidavit (where applicable) in compliance with the requirements of Tender Data C.3.11. as proof of eligibility.</p> <p>The tender will be declared non-responsive:</p> <ul style="list-style-type: none"> <li>i) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or</li> <li>ii) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; or</li> <li>iii) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or</li> <li>iv) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or</li> <li>v) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or</li> <li>vi) If the tenderer submits the Scorecard assessment report only; or</li> <li>vii) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or</li> <li>viii) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which does not have a contract description and / or a tender number; or</li> <li>ix) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by SANRAL: or</li> <li>x) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or</li> <li>xi) for a Sworn Affidavit; if <ul style="list-style-type: none"> <li>• EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate.</li> </ul> </li> </ul> <p>or</p>

Clause Number	Data
	<ul style="list-style-type: none"> <li>QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate</li> </ul> <p>Failure to satisfy all the eligibility criteria will result in a non-eligible tender.</p>
<b>C.2.2</b>	<b>Cost of tendering</b> <p>Tender documents are available from SANRAL website at no cost.</p>
<b>C.2.6</b>	<b>Acknowledge addenda</b> <p>Failure to apply instructions contained in addenda issued by the Employer will render a Tenderer's offer non-responsive in terms of Condition of Tender C3.8. Test for Responsiveness.</p>
<b>C.2.7</b>	<b>Clarification Meeting</b> <p>A tenderer's clarification briefing presentation is available to be downloaded from the SANRAL website by the following link <a href="https://www.nra.co.za/sanral-tenders/list/open-tenders">https://www.nra.co.za/sanral-tenders/list/open-tenders</a></p> <p>The onus rests with the tenderer to ensure that the representative reading the clarification briefing presentation is appropriately qualified to understand all directives and clarifications given in the presentation.</p> <p>The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read the whole clarification briefing presentation and clearly understood all directives and clarifications given in the presentation.</p>
<b>C.2.8</b>	<b>Seek Clarification</b> <p>Request clarifications at least seven (7) working days before the closing date.</p>
<b>C.2.9</b>	<b>Insurance</b> <p>No insurance is provided by the Employer.</p>
<b>C.2.10</b>	<b>Pricing the tender offer</b>
C.2.10.3	The rates and prices shall be adjusted as specified in the conditions of contract clause 13.8 Adjustments for Changes in Costs.
C.2.10.4	Tenderers are required to state the rates and currencies in Rand.
<b>C.2.12</b>	<b>Alternative tender offers</b>
C.2.12.1	<p>An alternative tender offer shall only be considered from a tenderer whose main tender offer is the preferred tender.</p> <p>A tenderer wishing to submit an alternative offer (excluding alternative offers of different contract duration, retention guarantees, discounted offers or different compliant material sources) shall first apply to the Employer for confirmation that the Employer's standards and requirements envisaged in the design are not compromised or reduced. Such</p>

Clause Number	Data
	<p>confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date of tender closing given in Tender Data clause C.2.15, or as extended by an addendum sent to all tenderers.</p> <p>Also, not acceptable as alternative offers are the submission of alternative key persons, alterations to contingency pay items provided in the bill of quantities (pricing schedule), fixed prices for individual items or a fixed price contract.</p> <p>If an alternative proposal is confirmed to be acceptable, calculations, drawings and all other pertinent technical information and characteristics as well as proposed modification of, or alternative to, the Pricing Data must be submitted with the alternative tender 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 in 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 offer will mean acceptance in principle of the offer. It will be an obligation of the contract with the tenderer, 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>
<b>C.2.13</b>	<b>Submitting a tender offer</b>
C.2.13.1	<p>If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.</p>
C.2.13.2	<p>The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified.</p> <p><b>Submission in the tender box</b></p> <p>Submit the tender offer electronically on a flash drive. (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)</p>
C.2.13.3	<p><b>Submission in the tender box</b></p> <p>The tenderer is required to upload all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format, on the flash drive</p> <p><b>(Note to tenderer: submit all returnable schedules as listed in Form T.2.1: List of Returnable Schedules.)</b></p>

Clause Number	Data
C.2.13.5	<p><b>Submission in the tender box</b></p> <p>Only the following needs to be submitted:</p> <p>a) <b>Main Tender Offer</b></p> <p>The following information to be submitted electronically on flash drive and marked Main Tender Offer followed by the "Tenderer name", in the following order:</p> <ul style="list-style-type: none"> <li>• Form of Offer (signed and scanned as .pdf)</li> <li>• All returnable schedules and attachments and certificates specific to the tender (signed and scanned as .pdf)</li> <li>• Completed pricing schedule (scanned copy in .pdf and copy in Excel) Note to compiler: Indicate required electronic format and version where applicable</li> </ul> <p>b) For alternative offers the tenderer shall submit the following additional documentation, in an electronically on a separate flash drive marked Alternative followed by the "Tenderer name":</p> <ul style="list-style-type: none"> <li>• Form of Offer (signed and scanned as .pdf and state "Alternative Form of Offer")</li> <li>• All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf)</li> <li>• Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel) Note to compiler: Indicate required electronic format and version where applicable</li> <li>• Other relevant information.</li> </ul> <p>In the event of any discrepancy between the contents of the electronically priced schedule in Excel, and the electronically provided pricing schedule in .pdf format, the contents of the electronically pricing schedule in .pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the electronically signed schedule in .pdf shall be taken as the valid submission.</p> <p>Submit the tender offer electronically on a flash drive in a sealed envelope marked with the tenderer's company name, the project number and description.</p>
C.2.13.6	Clause not applicable.
C.2.13.7	Place and seal the printed and bound hard copy and electronically completed tender document (flash drive) in an envelope or package clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may waive any nonconformities in the tender.</p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements.</p>
C.2.15	<b>Closing Time</b>

Clause Number	Data
C.2.15.1	<p><b>Submission in tender box</b></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b></p> <p>SANRAL Northern Region</p> <p><b>Physical address:</b></p> <p>South African National Roads Agency SOC Ltd Northern Region 38 Ida Street Menlo Park Pretoria</p> <p><b>Identification details:</b> Place the completed printed and bound hard copy and flash drive in a package marked with the tenderer's company name, the project number and description:</p> <p><b>TENDER SANRAL 53000/1002/2022/LT FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE</b></p> <p>Tenders must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.</p> <p>It is the tenderer's responsibility to ensure that the tender is submitted before tender closing date and time. SANRAL will not take responsibility for late submissions caused by system errors and or busy networks.</p>
<b>C.2.16</b>	<b>Tender offer validity</b>
C.2.16.1	The tender offer validity period is 180 days.
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> <li>a) withdraws his tender;</li> <li>b) gives notice of his inability to execute the contract in terms of his tender; or</li> <li>c) fails to comply with a request made in terms of C.2.17, C.2.18, or C.3.9,</li> </ul> <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than six (6) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
<b>C.2.18</b>	<b>Provide other material</b>



Clause Number	Data
C.2.18.1	Any additional information requested under this clause must be provided within five (5) working days of date of request.
<b>C.2.19</b>	<b>Inspections, tests and analysis</b>  Clause not applicable.
<b>C.3.</b>	<b>The Employer undertakings</b>
<b>C.3.1</b>	<b>Respond to requests from the tenderer.</b>
C.3.1.1	The Employer shall respond to clarifications received up to seven (7) working days before tender closing date.  The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 3 working days before tender closing date.
<b>C.3.2</b>	<b>Issue Addenda</b>  The Employer shall issue addenda until five (5) working days before tender closing date.
<b>C.3.4</b>	<b>Opening of tender submissions</b>
C.3.4.1	The time for opening of the tender offer via live streaming are: Time: 11h00 on 4 November 2022 Location: SANRAL Northern Region
<b>C.3.5</b>	<b>Two-envelope system</b>  Clause C.3.5 is not applicable.
<b>C.3.7</b>	<b>Grounds for rejection and disqualification</b>  Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.  In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury and the CIDB in writing.
<b>C.3.8</b>	<b>Test for responsiveness</b>
C.3.8.2	A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.

T1-18

Clause Number	Data																											
	summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive.																											
C.3.11.	<p><b>Evaluation of tender offers</b></p> <p>The tender will be evaluated in terms of Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>i. <b>80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million</b></p> <p>The following formula will be used to calculate the points out of 80 for price:</p> <p><math display="block">P_s = 80(1 - (P_t - P_m) / P_m)</math></p> <p><b>Where:</b></p> <ul style="list-style-type: none"><li>- <math>P_s</math> is the points scored for price of tender under consideration.</li><li>- <math>P_t</math> is the price of the tender under consideration; and</li><li>- <math>P_m</math> is the price of the lowest acceptable tender.</li></ul> <p>ii. <b>90/10 preference point system for acquisition of goods and services for Rand value above R50 million</b></p> <p><math display="block">P_s = 90(1 - (P_t - P_m) / P_m)</math></p> <p><b>Where:</b></p> <ul style="list-style-type: none"><li>- <math>P_s</math> is the points scored for price of tender under consideration.</li><li>- <math>P_t</math> is the price of the tender under consideration; and</li><li>- <math>P_m</math> is the price of the lowest acceptable tender.</li></ul> <p>Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>The following table must be used to calculate the points out of 20 or 10 for B-BBEE:</p> <table><tr><th>B-BBEE Status Level of contributor</th><th>Number of Points for financial value up to and including R50 000 000</th><th>Number of Points for financial value above R50 000 000</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr></table>	B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1
B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000																										
1	20	10																										
2	18	9																										
3	14	6																										
4	12	5																										
5	8	4																										
6	6	3																										
7	4	2																										
8	2	1																										

Clause Number	Data		
	Non-compliant contributor	0	0
	Eligibility for preference points is subject to the following conditions:		
	<div><div>1. <b>A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:</b></div><div><div>i. the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade, Industry and Competition:</div><div><div>- In the event that the Measured Entity operates in more than one sector or a sub-sector (e.g., Contractor or BEP), the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes published in Notice 931 of Government Gazette No 41287 on 1 December by the Department of Trade, Industry, and Competition; or</div></div><div>ii. Amended Broad -Based Black Economic Empowerment (B-BBEE) ICT Sector code Gazetted in No.40407 of 7 November 2016.</div></div></div> <div><div>2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and</div></div> <div><div>3. <b>The certificate shall:</b></div><div><div><div>• be valid at the tender closing date; and</div><div>• have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</div><div>• be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry (<b>see Form C1.3 only for Construction Sector affidavit</b>); and</div><div>• have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and</div></div></div></div> <div><div>4. <b>A valid BBBEE Certificates shall contain:</b></div><div><div><div>• Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.</div><div>• Value-Added Tax number, where applicable.</div><div>• The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.</div><div>• B-BBEE status with corresponding procurement recognition level.</div><div>• The relevant Codes used to issue the B-BBEE verification certificate.</div><div>• Date of issue and expiry (e.g., 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.</div><div>• Financial period which was used to issue the B-BBEE Verification Certificate.</div></div></div></div> <div><div>5. <b>A valid Sworn Affidavit shall contain:</b></div><div><div><div>• Name/s of deponent as they appear in the identity document and the identity number.</div></div></div></div>		

Clause Number	Data
	<ul style="list-style-type: none"> <li>• Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.</li> <li>• Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.</li> <li>• Percentage black ownership, black female ownership and whether they fall within a designated group.</li> <li>• Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.</li> <li>• Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. <b>The valid format of the Financial Year-End is Day/Month/Year.</b></li> <li>• B-BBEE status level. An enterprise can only have one status level.</li> <li>• Date deponent signed, and date of Commissioner of Oath must be the same.</li> <li>• Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and</li> </ul> <p>6. In the event of an unincorporated Joint Venture (JV), a valid project-specific consolidated (must contain SANRAL project number) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.</p> <p>7. <b>Sub-Regulation 6(5) and 7(5)</b></p> <p>If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold.</p> <p>8. <b>Criteria for breaking deadlock</b></p> <p>If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.</p> <p>If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.</p> <p>If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.</p>
C.3.11.1	<p>Key Person – “When a proposed candidate for any position is not in the permanent employ of the tenderer but a contracted person, this must be indicated on form D4 and a signed letter of consent from the candidate must be submitted with the relevant D-forms.”</p> <p>The quality criteria and maximum score (including the relevant returnable schedule to calculate the score) in respect of each of the criteria are as follows:</p>

Clause Number	Data	
	The minimum number of evaluation points for quality is not less than 70 points.	
	<b>Description of quality criteria</b>	<b>Maximum number of Tender evaluation points</b>
	<b>System Supplier Accreditation Status - 10 points maximum awarded as follows: (Form A14)</b>	
	1. C1 Certificate received – provide certificate as proof.	10
	2. Submitted the compliance matrix showing compliance with all required tolerance limits for at least a type C1 traffic monitoring system and verified by an independent registered Engineer.	8
	3. Submitted the compliance matrix for at least a type C1 traffic monitoring system, but do not comply with all required tolerance limits.	5
	4. No submission	0
	<b>Quality Assurance – 10 points maximum awarded as follows: (Form E1)</b>	
	1. TMH 3 Quality Assurance system (must be already certified)	10
	2. ISO or equivalent. Provide details of certification	8
	3. Own Quality Assurance system. Provide details.	3
	4. None	0
	<b>Electronic Counting Equipment – 15 points maximum awarded as follows: (Form D1 for minimum requirements)</b>	
	1. 5 more than minimum requirement per tendered package	15
	2. Minimum requirement per tendered package	11
	3. Less the minimum requirement per package, but proof from manufacturer provided	5
	4. Less the minimum requirement per package, with no proof from manufacturer provided	0
	<b>TMH 14 Data format – 30 points maximum awarded as follows: (Form E2) (NB: 7-day files will be tested with SANRAL software against TMH 14 data format.)</b>	
	1. File passed	30
	2. File failed with no structural errors, but with minor validation errors (warnings only)	20
	3. File failed with incorrect filename (NB: Filename will be corrected, and file will be validated again.)	15

Clause Number	Data	
	4. File failed with incorrect filename on initial validation, but on second validation the file passed.	10
	5. File failed with incorrect filename on initial validation, but on second validation, it failed with minor validation errors (warnings only).	5
	6. File failed with incorrect filename on initial validation, but on second validation, it failed with structural errors.	0
	7. File failed with structural errors	0
	<b>Key personnel experience</b>	
	<b>Project Manager Experience in comparable projects - 10 points maximum</b>	
	<b>(Form D4.1)</b>	
	1. 3 or more projects	10
	2. 1 to 2 projects	7
	3. No projects	0
	<b>Data Manager Experience in comparable projects - 10 points maximum</b>	
	<b>(Form D4.2)</b>	
	1. 3 or more projects	10
	2. 1 to 2 projects	7
	3. No projects	0
	<b>Maintenance Team Complement - 5 points maximum</b>	
	<b>(Form D3.1) (See C.2.1 for minimum requirements)</b>	
	1. 1 more maintenance team than minimum requirement per tendered package	5
	2. Minimum requirement per tendered package	3
	3. Less than minimum requirement per tendered package	0
	<b>Construction Team Complement – 4 points maximum</b>	
	<b>(Form D3.2) (See C.2.1 for minimum requirements)</b>	
	1. 1 more construction team than minimum requirement per tender submission	4
	2. Minimum requirement per tender submission	2
	3. Less than minimum requirement per tender submission	0
	<b>Light Delivery Vehicles – 3 points maximum</b>	
	<b>(Form D1 for minimum requirements)</b>	
	1. 4 or more	3
	2. 2 to 3	2
	3. 1	1

Clause Number	Data	
	4. None	0
	<b>Housings – 3 points maximum</b> <b>(Form D1 for minimum requirements)</b>	
	1. 5 more than minimum requirement per tendered package	3
	2. Minimum requirement per tendered package	2
	3. Less the minimum requirement per package, but proof from manufacturer provided	1
	4. Less the minimum requirement per package, with no proof from manufacturer provided	0
	<b>Total evaluation points for quality (MS) – maximum</b>	<b>100</b>
C.3.13	<p><b>Acceptance of a tender offer</b></p> <p>The conditions stated in clauses C.3.13(a) to ((f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (k) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause C.3.11:</p> <p>g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>h) the tenderer has not abused the Employer's supply chain management system;</p> <p>i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and</p> <p>j) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.</p> <p>k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).</p> <p>In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in paragraph (b). The due diligence will evaluate the overall risk associated with the tender.</p> <p>The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> <li>• Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances,</li> <li>• Evaluation of managerial and technical ability &amp; available resources in relation to the proposed tender,</li> <li>• Integrity Risk Evaluation,</li> <li>• Operations, Activities, Locations and Key Customers,</li> <li>• Reference checks from previous clients, and</li> <li>• Risk rating (i.e. High Risk, Medium to High risk, Medium risk or Low risk) of the tenderer</li> </ul>	



Clause Number	Data
<b>C.3.16</b>	<b>Registration of the award</b>  SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause C.3.18.
<b>C.3.17</b>	<b>Provide copies of the contracts</b>  The number of paper copies of the signed contract to be provided by the Employer is 1.
<b>C.3.18</b>	<b>Provide written reasons for actions taken</b>  All requests shall be in writing.
<b>ADDITIONAL CONDITIONS OF TENDER CLAUSES:</b>	
<b>Clause Number</b>	<b>Data</b>
<b>SC.3.19</b>	<b>Jurisdiction</b>  Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

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## **PART T2: RETURNABLE SCHEDULES**

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## **T2.1 LIST OF RETURNABLE SCHEDULES**

The tenderer must complete the following returnable schedules:

### **Notes to tenderer:**

1. Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements within them. Returnable schedules are separated into the following categories:
  - a) Forms, certificates, and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to E)
  - b) A list of all returnable documents for completion by the tenderer (Form F1)
2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event:
  - a) the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years;
  - b) if the Employer has already entered into a contract with the Tenderer, the Employer has the discretionary right under FIDIC Particular Condition 15.2(g) to terminate the contract.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.

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**FORM A1: CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION**

This is to certify that I, .....  
.....  
representative of (tenderer).....  
of (address) .....  
.....  
.....  
telephone number .....  
fax number .....  
e-mail.....  
read the clarification presentation presented by the Employer online.

TENDERER'S REPRESENTATIVE (Signature) .....

FORM A1.1: CERTIFICATE OF INTENTION TO SUBMIT A TENDER

Notes to Tenderer:

- 1. The duly completed certificate of intention to submit a tender **must** be submitted by whoever intends to tender for this particular tender within seven (7) days from the date the tender is advertised. **Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and SANRAL does not accept responsibility for any communication not received by the tenderer timeously.**
- 2. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
- 3. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.
- 4. The Employer shall send all correspondence, including Addenda, only to the Tenderer's email address as provided herein.

This is to certify that I, .....  
.....

representative of (insert name of tenderer) .....

of (address) .....  
.....  
.....

telephone number .....

fax number .....

e-mail: .....

intends to submit a tender in response to the tender notice and invitation for tender this contract.

TENDERER'S REPRESENTATIVE (Signature): .....

DATE: .....

**FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**Notes to tenderer:**

- 1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
- 2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
  - **authority for signatory,**
  - **undertaking to formally enter into a joint venture contract should an award be made to the joint venture,**
  - **name of designated lead member of the intended joint venture, as required by tender condition C.2.13.4.**
- 3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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 SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE**

and any contract which may arise therefrom on behalf of **enter name of tenderer in block capitals**

.....

SIGNED ON BEHALF OF THE COMPANY: .....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: .....  
SIGNATURE SIGNATURE

.....  
NAME (PRINT) NAME (PRINT)



**FORM A2.2: DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT  
OUTSTANDING TO SANRAL**

**Notes to tenderer:**

- 1. The signatory for the tenderer shall complete and sign this form declaring the current status of any debt outstanding to SANRAL.
- 2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.

I, the undersigned ..... declare that:

- (i) the tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:  
.....  
.....  
.....  
.....  
.....
- (ii) the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises the SANRAL to set off any debts agreed to which is due and payable by the tenderer or any of its Directors/Members in terms of this declaration against any moneys due to the tenderer or any of its Directors/Members; and
- (iii) to the best of my knowledge the above information is true and accurate.

SIGNATURE: .....

Signed and sworn before me at ..... on the ..... day of  
..... 20...

The deponent having:

- i) acknowledged that he/she knows and understands the contents hereof;
- ii) confirmed that he/she has no objection to the taking of the prescribed oath;
- iii) confirmed that he/she considered the prescribed oath as binding upon his/her conscience; and
- iv) confirmed that the Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 have been complied with.

\_\_\_\_\_  
COMMISSIONER OF OATHS

**FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION**

**Notes to tenderer:**

- 1. This certificate serves as a declaration by the tenderer that a single tender was submitted.
- 2. In the case of a Joint Venture (JV), a separate certificate is to be completed and submitted by each JV member.

**DECLARATION**

I, the undersigned, ..... in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

- 1. I have read and understand the notes to, and the contents of, this certificate.
- 2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, or Key Person participate in more than 1 (one) tender.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.4: CERTIFICATE OF FRONTING PRACTICES****Fronting Practices**

**Window-dressing:** This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

**Benefit Diversion:** This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

**Opportunistic Intermediaries:** This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, service providers, clients, or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

**Responsibility to Report Fronting**

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the DTI**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the DTI**.

**Fronting Indicators**

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision-making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;

•	An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
•	An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
•	The enterprise displays evidence of circumvention or attempted circumvention;
•	An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
•	An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
•	An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

**DECLARATION**

I, the undersigned, ..... in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

- 1. I have read and understand the contents of this certificate.
- 2. I accept that the Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE commissioner.
- 3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE commissioner.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.5: DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs & FINs)****Notes to tenderer:**

1. In line with a policy on Domestic Prominent Influential Persons (DPIP's), Foreign Prominent Public Officials (FPPO's) & Foreign Influential Nationals (FIN's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of SANRAL is concerned. This is done to mitigate SANRAL's perceived association, reputational, operational, or legal risk, as it strives to foster and maintain fair and transparent business relations. (The policy is available on SANRAL website: [www.nra.co.za](http://www.nra.co.za) )
2. It is compulsory that all prospective and existing bidders conducting business with SANRAL, who potentially meet the definition of DPIPs, FPPOs or FINs, complete this form by supplying credible information as required and submit together with their bid document.
3. Bidders are required at the tender stage to declare any DPIPs, FPPOs or FINs involved in their bids, as part of their submission.
4. Further, that bidders shall at the tender stage furnish SANRAL of all information relating to namely, shareholders names, ID numbers and share certificates of the individual and/or transaction concerned using, the form below, for verification purposes, including where applicable, confirmation as it relates to:
  - a) Knowledge of any offence within the meaning of Chapter 2 section 12 & 13 of Prevention and Combating of Corrupt Practices Act no 4 of 2006; and or
  - b) Knowledge of any offence within the meaning of chapter 3 of Prevention of Organised Crime Act no. 121 of 1998 as it relates to any of the shareholders, Directors, Owners and/or individual link to the bidder.
5. Bidders undertake that should it be discovered that the information provided in the form below, is fraudulently or negligently misrepresented then Chapter 9 sec 214 & 216 of Companies Act no 17 of 2008 shall apply to shareholders, Directors, Owners and/or individual link to the bidder.
6. Should the bidder fail to declare or supply SANRAL with credible information in the prescribed form, the bid may be rendered invalid.
7. Should the SANRAL, in the process of conducting verification and investigation of information supplied by the bidder find out that the information poses a reputational risk, the bid shall be rendered invalid.
8. The following definitions shall apply:
  - a) "Board" means the Board of Directors or the Accounting Authority of SANRAL
  - b) "Business relationship" means the connection formed between SANRAL and external stakeholders for commercial purposes.
  - c) "DD" means Due Diligence which is defined for this form as:
    - i) the verification of disclosures in the disclosure form, including if the disclosure is "none"; and
    - ii) further investigation if any areas of risk are identified from publicly available information.
  - d) "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding six months, or has held at any time in the preceding twelve months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017).
  - e) "DPIP" means a Domestic Prominent Influential Person.

- f) "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Amendment Act, No.1 of 2017).
- g) "Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act (No.13 of 2002), who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
- h) "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017) an individual who holds, or has held at any time in the preceding twelve months, in any foreign country a prominent public function
- i) "FPPO" means a Foreign Prominent Public Official.
- j) "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
- k) "PIP" means Prominent Influential Person and includes DPIIP, FPPO and FIN
- l) "SANRAL" means the South African National Roads Agency SOC Limited, with registration number 1998/009584/30.
- m) "Senior Management" means the Executive Committee or its individual members.
9. A separate declaration is required from each PIP. In the event that the tenderer is a Joint Venture, a separate declaration from each PIP from each of the Joint Venture members, is required.

## Prominent Influential Persons (PIP's) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an "X" whichever is applicable):				
a DPIIP	a FPPO	a FIN	Family member or Close Associate of a DPIIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
			Active	Non-active
1				
2				
3				

4				
5				

<b>MEDIA REPORTS / OTHER SOURCES OF INFORMATION</b>
(Please reference all known negative or damaging media reports associated with the DPIP/FPPO/FIN)

**Reporting Person/s:**

Full names:		
Designation:		
Department:		
Head of Department:		
Head of Department's signature:	Date:	
Reporting Person's signature:	Date:	

**DECLARATION / UNDERTAKING BY THE TENDERER**

I, the undersigned ..... declare that:

1. the information furnished on this declaration form is true and correct, and
2. I accept that any action may be taken against me should this declaration prove to be false.

SIGNATURE: .....

NAME: .....

POSITION: .....

DATE: .....

NAME OF TENDERER: .....

**FORM A2.6: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

**Notes to tenderer:**

- 1. The tenderer shall complete the declaration below.
- 2. In the case of a Joint Venture (JV), each member of the JV shall comply with the above requirements.

**DECLARATION**

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of ..... (name of company),  
herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due  
diligence investigation on ..... (name of company)  
to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause  
C.3.13(b).

In addition, any information in this regard requested by SANRAL or any of their appointed Service  
Providers, shall be submitted within the timelines of the request.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....



**FORM A3.1: BIDDERS DISCLOSURE (SBD4)**

**Notes to tenderer:**

- 1. Definitions:
    - a) **“State”** means:
      - i) any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
      - ii) any Municipality or Municipal entity;
      - iii) Provincial Legislature;
      - iv) National Assembly or the National Council of Provinces; or
      - v) Parliament.
    - b) **“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
  - 2. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.
  - 3. If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract maybe terminated, and tenderer will be ultimately restricted from doing business with the State.
- 

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER’S DECLARATION**

- a) Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? ..... **YES/NO**
- i) If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**FORM A3.1: COMPULSORY DECLARATION (continued)**

Full Name	Identity Number	Name of State institution

b) Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? ..... **YES/NO**

i) If so, furnish particulars:

.....  
 .....

c) Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? ..... **YES/NO**

i) 2.3.1. If so, furnish particulars:

.....  
 .....

**3. DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- a) I have read and I understand the contents of this disclosure;
- b) I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- c) The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- d) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- e) The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- f) There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- g) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**FORM A3.2: COMPULSORY CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9)**

**Notes to tenderer:**

1. This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive tendering.
2. Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
3. This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.
4. In the case of a joint venture (JV), a separate certificate is to be completed and submitted by each JV member.
5. If the tenderer is found to have failed to declare conflict of interest or have declared false information, the tender will be declared non-responsive and should it be discovered after contract award, will be ultimately blacklisted.

**Declaration**

I, the undersigned, in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of, this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found to be not true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organisation, other than the tenderer, whether or not affiliated with the tenderer, who:
  - a) has been requested to submit a tender in response to this tender invitation;
  - b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and
  - c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
7. In particular, without limiting the generality of statement 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors, or formulas used to calculate prices;
  - d) the intention or decision to submit, or not to submit, a tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition to the threat of prejudice to any other remedy provided to combat any restrictive practices relating to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A3.3: COMPULSORY DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (INCORPORATING SBD8)****Notes to tenderer:**

1. This declaration:
  - a) must form part of all tenders submitted.
  - b) in the case of a joint venture (JV), must be completed and submitted by each member of the JV.
  - c) The tenderer will be declared non-responsive if this form is omitted or blank.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have:
  - a) abused the institution's supply chain management system;
  - b) committed fraud or any other improper conduct in relation to such system; or
  - c) failed to perform on any previous contract.
4. If the Form is omitted or blank, the tender will be declared non-responsive.
5. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>Companies or persons who are listed on the Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> principle was applied.</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If Yes, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If Yes, furnish particulars:		

4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If Yes, furnish particulars:		

**CERTIFICATION**

I, the undersigned, .....  
certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE: .....

NAME: .....

POSITION: .....

DATE: .....

NAME OF TENDERER: .....

**FORM A3.4: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a scanned copy in .pdf of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). In the case of a Joint Venture (JV), the tenderer shall provide scanned copies in .pdf of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the Joint Venture.

Name of Service Provider: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....

SIGNED BY TENDERER: .....



**FORM A3.5: COMPULSORY DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SANS 1286:2017 as follows:

$$LC = [1 - x / y] * 100$$

**Where:**

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SANS 1286:2017 is accessible on <http://www.thedtic.gov.za/wp-content/uploads/SANS-1286-2017.pdf> at no cost.**

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (**Local Content Declaration: Summary Schedule – Form A3.6**) are not submitted as part of the bid documentation.
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SANS 1286:2017) for this bid is/are as follows:**

Steel Construction Materials	Components	Stipulated minimum threshold
Steel value-added construction material products		
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes, and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, and brackets	100%
Fasteners	Bolts, nuts, rivets, and nails	100%
Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs, and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
<p>Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.</p> <p>The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.</p>		
Steel Construction Materials	Stipulated minimum threshold	
Primary steel construction material products		
Plates (>4.5 mm thick and supplied in flat pieces)	100%	
Sheets (<4.5 mm thick and supplied in coils)	100%	
Galvanised and Colour Coated coils	100%	
Wire Rod and Drawn Wire	100%	
Sections (Channels, Angles, I-Beams and H-Beams)	100%	
Reinforcing bars	100%	
<p>Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.</p>		

The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.			
<b><u>Cable products</u></b>			<b><u>Stipulated minimum threshold</u></b>
<b>Electrical cable material products</b>			
Low Voltage			<b>90%</b>
Low-Cost Reticulation			<b>90%</b>
Medium & High Voltage			<b>90%</b>
ACR			<b>90%</b>
<b>Telecom cable material products</b>			
Optical Fibre Cables			<b>90%</b>
Copper Telecom Cables			<b>90%</b>
<p>Only locally produced or locally manufactured electrical and telecommunication cables for construction with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>Excluded in the designation are mainly primary steel, copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.</p>			
<b><u>Product type</u></b>			<b><u>Stipulated minimum threshold</u></b>
<b>Plastic Pipes</b>			
Polyvinyl chloride (PVC) pipes			<b>100%</b>
High density polyethylene (HDPE) pipes			<b>100%</b>
Polypropylene (PP) pipes			<b>100%</b>
Glass reinforced plastic (GRP) pipes			<b>100%</b>
Only locally produced or locally manufactured Plastic Pipes with a minimum threshold for local content and production as stipulated above will be considered.			
<b>Textiles, Clothing, Leather and Footwear</b>			
<b>Textiles</b>			<b>100%</b>
Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input, with a minimum threshold for local production and content of 100% will be considered.			
<b>Bagged and bulk cement</b>			
<b>Cement Type</b>	<b>Description</b>	<b>Application</b>	<b>Stipulated minimum threshold</b>
Cem I	Pure Portland cement with a 95-100% clinker	All civil and building construction as appropriate	<b>100%</b>
Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash,	All civil and building construction as appropriate	<b>100%</b>

	pozzolana, slag, silica fume, or limestone		
Cem III	Blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	<b>100%</b>
Cem IV	Pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	<b>100%</b>
Cem V	Composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	<b>100%</b>
Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	Use in mortar, brick, block, and stone masonry construction	<b>100%</b>
Only locally produced or locally manufactured bagged and bulk cement produced using locally produced raw materials with the minimum threshold percentages for local production and content stated below will be considered.			

Copies of Annex D, Annex E, Process for application for exemption, as well as guidelines for the calculation of the local content, is provided in Appendix 4 of Part C4.

**3. Does any portion of the services or goods offered have any imported content?**

<b>YES</b>		<b>NO</b>		<b><i>Tick applicable box</i></b>
------------	--	-----------	--	-----------------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid 7 October 2022.

The relevant rate of exchange information is accessible on <https://www.resbank.co.za>.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SANS 1286:2017):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

- 4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.**

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SANS 1286:2017)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP, OR INDIVIDUAL)**

IN RESPECT OF BID NO. **SANRAL 53000/1002/2022/LT**

ISSUED BY: THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (the Procurement Authority / Institution):

**N.B.:**

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/?hilite=%27local%27%2C%27content%27%2C%27declaration%27>. Examples of Annex D and E as well as the Process for application for exemption and guidelines for the calculation of the local content is provided in Part C4: Appendix 4. Examples of Annex D and E is also provided in Excel format and will be downloadable from the website. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder entity)  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SANS 1286:2017; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

<b>Bid price, excluding VAT (y)</b>	<b>R</b>
Imported content (x), as calculated in terms of SANS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 2 above)	.....%
Local content %, as calculated in terms of SANS 1286:2017	.....%

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentage for each product has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.**

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SANS 1286:2017.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SANS 1286:2017, may result in the Procurement Authority/Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:**.....

**DATE:** .....

**WITNESS No. 1:** .....

**WITNESS No. 2:** .....

**FORM A3.6: COMPULSORY LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)****Note to tenderer:**

1. The tender will be declared non-responsive if the form is omitted or blank or if the form is complete/incomplete, but the % local content is below threshold.
2. Please take note of section C4.6.4, C4.6.5 and C4.6.6 for guidelines in completing this form.
3. List all tendered rates with a breakdown of all the designated items that are included in each tendered rate. See the example spreadsheet provided.

C1	Tender No.:								Note: VAT to be excluded from all calculations
C2	Tender Description:								
C3	Designated Product(s):								
C4	Tender Authority:								
C5	Tendering Entity Name:								
C6	Tender Exchange Rate:	Pula	P	EU	€	GBP	£		

Tender Item No.'s	List of Items	Calculation of Local Content						Tender Summary			
		Tender Price Each (Excl. VAT)	Exempted Imported Value	Tender Value Net of Exempted Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Imported Content	Total Imported Content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total Tender Value R

(C21) Total Exempt Imported Content R

(C22) Total Tender value net of exempt imported content R

(C23) Total Imported Content R

(C24) Total Local Content R

(C25) Average Local Content % of tender ...%

Signature of tenderer from Annex B (SANS 1286.2017)

Date: \_\_\_\_\_

**FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

**Notes to tenderer:**

- 1. The Main Tender MUST be priced.
- 2. When submitting any alternative tender, condition of clause C.2.12 of Tender Data, shall be followed.

Page	Description

SIGNED BY TENDERER: .....



**FORM A5:      COMPULSORY SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**

**Note to tenderer:**

1.      If an addendum containing material amendments is not incorporated by the tenderer in his tender offer, the tender will be declared non-responsive.

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:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY TENDERER: .....

**FORM A6: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)**

The tenderer shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of ..... (name of company)  
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited  
(SANRAL) our tax compliance status. For this purpose, our unique security personal identification number  
(PIN) is ..... our tax reference number is .....  
and our tax clearance certificate number is .....

In the event of a Joint Venture / Consortium, each member shall comply with the above requirement.

SIGNED BY TENDERER: .....

**FORM A7: CERTIFICATE OF INSURANCE COVER**

**Note to tenderer:**

1. In the event of the tenderer being a Joint Venture/Consortium, the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer: .....
- ii) Period of Validity: .....
- iii) Value of Insurance:
  - Insurance for Works and Service Provider’s Equipment  
Company: .....  
Value: .....
  - Insurance for Service Provider’s Personnel  
Company: .....  
Value: .....
  - General public liability  
Company: .....  
Value: .....
  - SASRIA  
Company: .....  
Value: .....

SIGNED BY TENDERER: .....

**FORM A8: COMPULSORY TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER  
AND BANK DETAILS**

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming his account.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. Scan the relevant letter on the flash drive.

DATE  
Bank Name  
FSB Number  
Bank Address

*(Letter to be on the Financial Service Provider's letter head)*

**RE: ACCOUNT CONDUCT**

To Whom It May Concern:

We hereby confirm that **Tenderer Name** has been banking with **xxxx** bank for a period of **xxx** years and the account has been conducted in a satisfactory manner. **Tenderer Name** has the financial means, net of current commitments available for contract **SANRAL 53000/1002/2022/LT**.

- i) Name of Account Holder: .....
- ii) Account Number: .....
- iii) Bank name: .....
- iv) Branch Number: .....
- v) Bank and branch contact details .....

Yours Sincerely,

Name ..... Signature .....



**FORM A9.1: SCHEDULE OF TENDERER'S LITIGATION HISTORY**

**Note to tenderer:**

The tenderer (and in the case of a Joint Venture, each member of the Joint Venture) shall list below details of any litigation with which the tenderer (including its directors, shareholders, or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER: .....

**FORM A9.2: ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION****Note to tenderer:**

The tenderer (and in the case of a Joint Venture, each member of the Joint Venture) shall indicate below by marking with an "X" if suspension or termination of a contract occurred or not, and/or if the performance security has been called or not, related to Environmental, Social, Health or Safety (ESHS) performance, in the past five (5) years prior to the tender submission date.

In the event that suspension or termination occurred and/or the performance security has been called, the tenderer shall complete the details of all the suspensions and terminations as well as the details of all performance securities called since the date indicated.

The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

<b>Environmental, Social, Health, and Safety Performance Declaration</b>			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five (5) years prior to the tender submission date.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five (5) years prior to the tender submission date. Details are described below:			
<b>Year</b>	<b>Suspended or terminated portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<i>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for suspension or termination]</i>	<i>[insert amount]</i>
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
<b>Year</b>	<b>Contract Identification</b>		<b>Total Contract Amount</b>
<i>[insert year]</i>	<i>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for calling of performance security]</i>		<i>[insert amount]</i>

SIGNED BY TENDERER: .....

**FORM A10: SCHEDULE OF CURRENT COMMITMENTS****Notes to tenderer:**

1. The tenderer shall list below all contracts currently active or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 contracts and 20 tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

<b>Table 1: CONTRACTS AWARDED</b>				
<b>Employer</b>	<b>Project</b>	<b>Expected total value of contract (incl. VAT)</b>	<b>Duration (Months)</b>	<b>Expected completion date</b>

<b>Table 2: TENDERS NOT YET AWARDED</b>				
<b>Employer</b>	<b>Project</b>	<b>Sum Tendered (incl. VAT)</b>	<b>Tendered Duration (Months)</b>	<b>Expected commencement</b>

SIGNED BY TENDERER: .....



**FORM A11: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)**

**Notes to tenderer:**

- 1. Discovery that the tenderer has failed to make proper disclosure may result in SANRAL terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
- 2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).
- 3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations, and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.
- 4. In the event of a joint venture, each and every member of the unincorporated Joint Venture shall comply with the above requirements.

SIGNED BY TENDERER: .....

**FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB**

**Notes to tenderer:**

- 1. The tenderer shall provide a scanned copy in .pdf of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause C.2.1.1).
- 2. In the case of a Joint Venture, a scanned copy in .pdf of the Active Contractor's Listing must be provided for each member of the Joint Venture.
- 3. The tender will be declared non-responsive if:
  - a) The Tenderer is not registered on CIDB within the required contractor grading and category at the tender closing date, or
  - b) the Tenderer is suspended, or
  - c) the Tenderer has not declared interest of application to upgrade the grading, or
  - d) the Tenderer failed to submit the new registered grading within 21 days after tender closure.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

SIGNED BY TENDERER: .....

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT

FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

**FORM A13: FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING****PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED</b>						
BID NUMBER:	<b>SANRAL 53000/1002/2022/LT</b>		CLOSING DATE:	<b>4 November 2022</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	<b>FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>						
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD, NORTHERN REGION, 38 IDA STREET, MENLO PARK, PRETORIA						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
E-MAIL ADDRESS	<a href="mailto:ProcurementHO6@sanral.co.za">ProcurementHO6@sanral.co.za</a>					
<b>SUPPLIER INFORMATION</b>						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELL PHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE</b>						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER THE QUESTIONNAIRE BELOW]	

**FORM A13: FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**

<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT, REGISTER AS PER 2.3 BELOW</b>		

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE ELECTRONICALLY DELIVERED BY THE STIPULATED TIME. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE RED DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000, AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A SCANNED COPY IN .PDF OF THE PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS WHO ARE PERSONS IN THE SERVICE OF THE STATE*.</p>

**NB: FAILURE TO PROVIDE OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**FORM A14: CERTIFICATES OF TRAFFIC MONITORING CERTIFICATION**

**Note to tenderer:**

- 1. The certification information below must be for the same traffic monitoring system type that will be used for this contract or a higher certification (See C.3.3.4.2 for traffic monitoring level of competency).
- 2. All differences regarding the equipment that will be used vs the certified equipment should be listed as an annexure to this form and any known limitations must be highlighted.
- 3. Please list all known Service Provider certifications using the equipment of the mentioned System Supplier.

The tenderer shall provide scanned copies in .pdf of any Traffic Monitoring certification during the last 8 years.

Name of System Supplier: .....

Description of certification:.....

Certification Number: .....

Expiry Date: .....

Name of Service Provider 1: .....

Description of certification:.....

Certification Number: .....

Expiry Date: .....

Name of Service Provider 2: .....

Description of certification:.....

Certification Number: .....

Expiry Date: .....

SIGNED BY TENDERER: .....

**FORM B1: SERVICE PROVIDER’S ESTABLISHMENT ON SITE**

**Note to Tenderer:**

**If the tenderer should require additional compensation for his obligations under section C3.3.7 (over and above the total tendered for item C3.3.7 by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.**

Should the combined, extended total tendered for Item C3.3.7 The Service Provider’s general obligations:

- C.3.3.7.(a) Establishment for a data collection service
- C.3.3.7.(b) Time-related obligations

may not exceed a maximum of 20% of the tender sum

The Employer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Tender Data clause C.3.9 contained in this volume.

Total tendered for Item C3.3.7 expressed as a percentage of the tender sum (excluding VAT) ..... %

SIGNED BY TENDERER: .....

**FORM B2: SCHEDULE OF SPECIAL MATERIALS**

NOT APPLICABLE

**FORM C1.1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE**

**Notes to tenderer:**

1. The tenderer shall attach to this form a valid copy of the B-BBEE Verification Certificate issued in accordance with:
  - i) the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade, Industry and Competition.
    - in the event that the Measured Entity operates in more than one sector or sub-sector (e.g. Contractor or BEP), the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes
  - ii) Amended Broad -Based Black Economic Empowerment (B-BBEE) ICT Sector code Gazetted in No.40407 of 7 November 2016.
2. **The certificate shall:**
  - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
  - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million for contractors and R1.8 million for BEP's if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
  - be valid at the original advertised tender closing date; and
  - have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data C.2.15).
3. **If the B-BBEE Certificate is not valid,**
4. **A valid BBBEE Certificates shall contain:**
  - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - Value-Added Tax number, where applicable.
  - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
  - B-BBEE status with corresponding procurement recognition level.
  - The relevant Codes used to issue the B-BBEE verification certificate.
  - Date of issue and expiry (e.g., 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
  - Financial period which was used to issue the B-BBEE Verification Certificate
5. **A valid Sworn Affidavit shall contain:**
  - Name/s of deponent as they appear in the identity document and the identity number.
  - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
  - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - Percentage black ownership, black female ownership and whether they fall within a designated group.
  - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.



- Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. **The valid format of the Financial Year-End is Day/Month/Year.**
  - B-BBEE status level. An enterprise can only have one status level.
  - Date deponent signed and date of Commissioner of Oath must be the same.
  - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and
6. In the event of a Joint Venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE Verification Certificate in the name of the JV, shall be attached.
7. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause C.3.11.8 and shall identify:
- a) The name and *domicilium citandi et executandi* of the tenderer.
  - b) The registration and VAT number of the tenderer.
  - c) The dates of granting of the B-BBEE score and the period of validity.
  - d) The expiry date of the verification certificate.
  - e) A unique identification number.
  - f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - g) The name and/or mark/logo of the B-BBEE verification agency.
  - h) The category (Generic, QSE, EME) in which the tenderer has been measured.
  - i) The B-BBEE status level.
  - j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
  - k) The B-BBEE procurement recognition level.
  - l) The score achieved per B-BBEE element.
  - m) The % black shareholding.
  - n) The % black women shareholding.
  - o) The % black persons with disabilities shareholding
  - p) The % black youth shareholding
  - q) The % black people living in rural or underdeveloped areas or townships shareholding
  - r) The % black military veterans shareholding
  - s) The value-added status of the tenderer.
8. The Employer will not be responsible to acquire data that it needs for its own reporting systems, and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 4 above from its selected verification agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also attached to this form.

**FORM C1.2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)****Notes to tenderer:**

1. This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution
2. NB: BEFORE COMPLETING THIS FORM, THE TENDERER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

**1. GENERAL CONDITIONS**

1.1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2. The value of this bid is estimated to be

- a) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3. Points for this bid shall be awarded for:

- a) Price; and  
b) B-BBEE Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80 or 90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20 or 10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts.
- h) **“proof of B-BBEE status level of contributor”** means:
- B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act.
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? **(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted? .....%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor:
- iv) Whether the sub-contractor is an EME or **QSE (Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 **TYPE OF COMPANY/ FIRM (Tick applicable box)**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION (Tick applicable box)**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
  - a) disqualify the person from the bidding process;
  - b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
  - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

**FORM C1.3: B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES****Note to tenderer:**

This form is only to be used should the tenderer fall in the construction sector. A different affidavit can be used if tenderer is from another sector. Applicable sector format must then be used.

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES**  
**(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

<b>Full names and surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b> <i>Indicate the applicable category with a tick.</i>	<b>BEP</b> (Built Environment Professional)	<b>Contractor</b>	<b>Supplier</b>
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_ % Black Owned
- The Enterprise is \_\_\_\_\_ % Black Female Owned
- The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_ %
  - o Black Disabled % \_\_\_\_\_ %
  - o Black Unemployed % \_\_\_\_\_ %
  - o Black People living in Rural areas % \_\_\_\_\_ %
  - o Black Military Veterans % \_\_\_\_\_ %

Construction Sector Affidavit

**FORM C1.3: B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (CONTINUED)**

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box below.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp



**Notes to Tenderer with use of Sworn Affidavit to prevent non-responsive findings:**

1. Full names and identity number must be completed
2. For point 2 above, the correct designation must be indicated
3. The correct legal name must be completed
4. The correct Trading Name must be completed
5. The correct registration name must be completed
6. This form may only be used if the tenderer has marked "BEP" in the nature of Construction Business options.
7. All percentages under point 3 must be completed. If not applicable, indicate zero (0).
8. The date must be completed with the following format: day/month/year (e.g. 28 February 2020 or 28/02/2020)
9. Select one of the Annual Total Revenue options.
10. Select one of the B-BBEE Level Contributors
11. The dates on the signatures at the bottom of the forms must be on the same day.

**FORM D1: SCHEDULE OF TENDERER'S VEHICLES AND EQUIPMENT****Note to tenderer:**

The tenderer shall provide details of the vehicles and equipment required for this project.

The tenderer shall state below the number of vehicles to be used on this project and traffic monitoring equipment will be immediately available for this contract, what equipment will become available by virtue of outstanding orders, and what further equipment will be acquired or hired for the work should the tenderer be awarded the contract. This list will include equipment and vehicles to be used from Subcontractors.

- a) Vehicles and equipment immediately available (I)
- b) Vehicles and equipment on order (O)  
**(Provide proof of supplier's commitments, with delivery dates)**
- c) Vehicles and equipment that will be acquired or hired/leased (H)  
**(State details of delivery arrangements)**

Please take note of Chapter 18 par 18.3 Monitoring Start Dates regarding the minimum number of services to be started in each month **after successful certification of the System Supplier**. Although the minimum quantity (**in red**) is stated below, proof must be provided by the equipment/housing supplier to deliver the rest of the equipment/housings (**in blue**) in the number of months given in the first column (**in blue**).

PACKAGE/ MONTHS	VEHICLES AND EQUIPMENT TYPE	MINIMUM QUANTITY/ ESTIMATED QUANTITY	NUMBER TO BE USED ON THIS PROJECT	AVAILABILITY (State either I, O or H)
<b>A NORTHERN REGION</b>  <b>6 MONTHS</b>	Traffic Logger	<b>20</b>		
	Type C1	<b>118</b>		
	Vehicles	<b>1 VEHICLE PER MAINTENANCE TEAM</b>		
	Light Delivery Vehicle (Bakkie)			
	Other (List other vehicles)			
	Housings	<b>20</b>		
	(List type)	<b>118</b>		
<b>B EASTERN REGION</b>  <b>7.5 MONTHS</b>	Traffic Logger	<b>20</b>		
	Type C1	<b>151</b>		
	Vehicles	<b>1 VEHICLE PER MAINTENANCE TEAM</b>		
	Light Delivery Vehicle (Bakkie)			
	Other (List other vehicles)			
	Housings	<b>20</b>		
	(List type)	<b>151</b>		

PACKAGE	VEHICLES AND EQUIPMENT TYPE	MINIMUM QUANTITY/ ESTIMATED QUANTITY	NUMBER TO BE USED ON THIS PROJECT	AVAILABILITY (State either I, O or H)
<b>C</b> <b>SOUTHERN</b> <b>REGION</b>  <b>2.3 MONTHS</b>	<b>Traffic Logger</b>	<b>10</b>		
	Type C1	<b>47</b>		
	<b>Vehicles</b>	<b>1 VEHICLE PER MAINTENANCE TEAM</b>		
	Light Delivery Vehicle (Bakkie)			
	Other (List other vehicles)			
	<b>Housings</b>	<b>10</b>		
	(List type)	<b>47</b>		
<b>D</b> <b>WESTERN</b> <b>REGION</b>  <b>2.5 MONTHS</b>	<b>Traffic Logger</b>	<b>10</b>		
	Type C1	<b>51</b>		
	<b>Vehicles</b>	<b>1 VEHICLE PER MAINTENANCE TEAM</b>		
	Light Delivery Vehicle (Bakkie)			
	Other (List other vehicles)			
	<b>Housings</b>	<b>10</b>		
	(List type)	<b>51</b>		

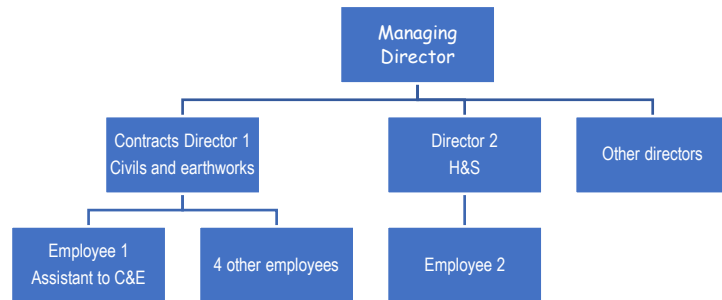
SIGNED BY TENDERER: .....

**FORM D2: TENDERER'S METHOD STATEMENT**

NOT APPLICABLE

**FORM D3: TENDERER'S ORGANISATION AND STAFFING****Notes to tenderer:**

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. Attach own organogram to this form; do not populate the example diagram below.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key persons within the structure must still be shown. The same person could fill multiple positions.
3. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
5. Registered professional engineers, technicians or technologists means those who are involved in the road construction/transport industry. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
6. In the lower table list those who will be involved in priority order of most to least responsibility for the service. Provide details of the key staff. Except for the MD and Contracts Director, all of others must submit Forms D4. The same person may perform multiple roles.
7. **Clearly show the Maintenance and Construction teams per package should the tenderer wish to tender for more than one package. See example below.**



<b>Head Office:</b>	<i>State City/Town. See note 4.</i>
<b>Other Offices:</b>	<i>Only list number, See note 4</i>
<b>Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrCertEng, PrTechniEng)</b>	<i>See note 5</i>
<b>Registered Professionals: SACPCMP (Pr CM)</b>	<i>See note 5</i>
<b>Total Employees:</b>	
<b>% Share in JV agreement:</b>	<i>State 100% if no JV</i>

Name of employee	Position in team	Estimated monthly hours	Relevant specialist areas of knowledge demonstrating suitability for position
	Managing Director		
	Contracts Director		
	Project Manager		
	Data Manager		

SIGNED BY TENDERER: .....

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

**FORM D3.1: TENDERER'S ORGANISATION AND STAFFING – MAINTENANCE TEAMS****Notes to tenderer:**

1. The minimum requirement is one maintenance team per tendered package C & D and two maintenance teams for tendered package A & B. Only complete this form for the packages that is tendered for.
2. **Both fields**, Team Leader and Member, must be completed.
3. The tenderer will be declared non-responsive if this form is omitted, incomplete or blank.

PACKAGE	DESCRIPTION	MAINTENANCE TEAM	POSITION	NAMES	SUB-CONTRACTED YES/NO
A	NORTHERN REGION	TEAM 1	Team Leader		
			Member		
		TEAM 2	Team Leader		
			Member		
B	EASTERN REGION	TEAM 1	Team Leader		
			Member		
		TEAM 2	Team Leader		
			Member		
C	SOUTHERN REGION	TEAM 1	Team Leader		
			Member		
D	WESTERN REGION	TEAM 1	Team Leader		
			Member		

I confirm that the information provided herein is true.

SIGNED BY TENDERER: .....

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

**FORM D3.2: TENDERER'S ORGANISATION AND STAFFING – CONSTRUCTION TEAMS****Notes to tenderer:**

1. The minimum requirement is one construction team per tendered submission irrespective of number of packages tendered for.
2. The tenderer will be declared non-responsive if this form is omitted, incomplete or blank.
3. **Three members are indicated per team, but a minimum of one member must be completed. The rest is optional.**

CONSTRUCTION TEAM	POSITION	NAMES	BASE LOCATION	SUB-CONTRACTED YES/NO
A NORTHERN REGION	Team Leader			
	Member			
	Member			
	Member			
B EASTERN REGION	Team Leader			
	Member			
	Member			
	Member			
C SOUTHERN REGION	Team Leader			
	Member			
	Member			
	Member			
D WESTERN REGION	Team Leader			
	Member			
	Member			
	Member			

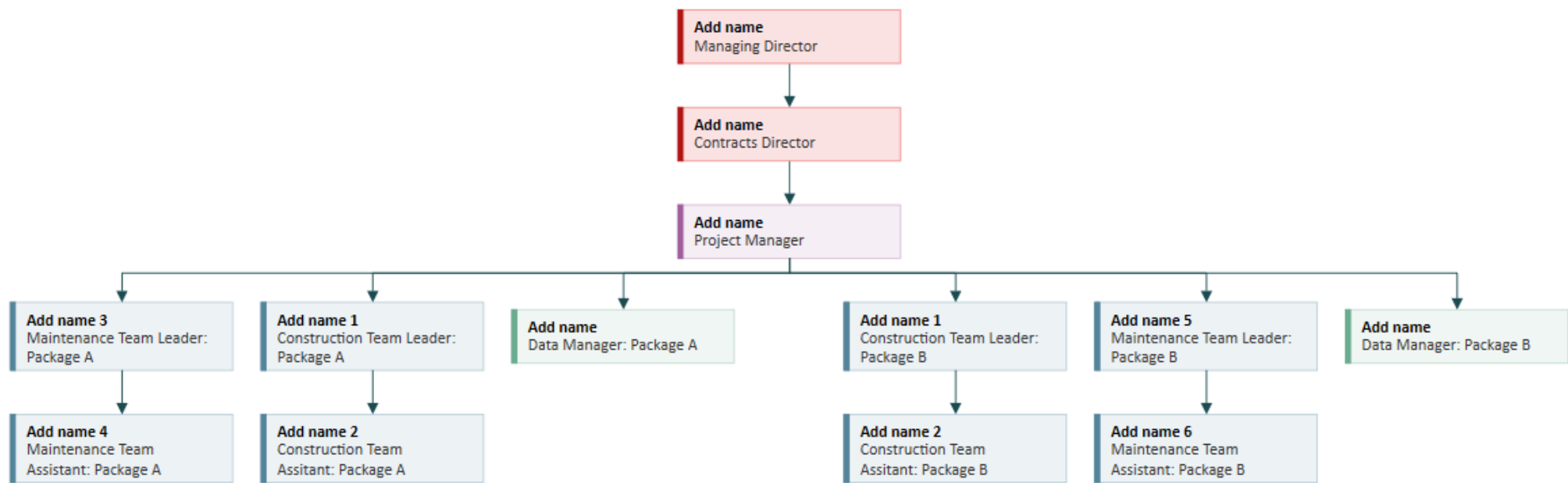
I confirm that the information provided herein is true.

SIGNED BY TENDERER: .....

FORM D3.3: TENDERER’S ORGANISATION AND STAFFING – EXAMPLE OF ORGANIGRAM TENDERING FOR MULTIPLE PACKAGES

Note to Tenderer:

- 1. Same Project Manager may be used in different packages
- 2. Same Data Manager may be used in different packages
- 3. Same Construction Team may be used in different packages, but minimum of 1 team required per tender submission.
- 4. Minimum one Maintenance Team must be used per package.





**FORM D4.1: COMPULSORY TENDERER'S KEY PERSONNEL QUALIFICATION AND REGISTRATION RECORD AND EXPERIENCE (PROJECT MANAGER)****Note to tenderer:**

1. The Tenderer shall provide details of the Project Manager's, years' experience in project management or in the Traffic Monitoring/Traffic Engineering field as well as details of previous experience required for this project.
2. The Project Manager must meet the following minimum requirements as stipulated, and the tenderer must append proof of registration to this form. The tenderer will be declared non-responsive if:
  - a) the Tenderer's experience does not meet the stipulated minimum requirement; or
  - b) does not respond within stated period when requested to do so for clarity reasons; the tender shall be declared non-responsive tender offer in terms of C.3.13(b).
  - c) if the listed project/s are not relevant, or
  - d) if the qualification record and CV is not submitted
  - e) the Tenderer do not comply with tender clause C.2.13

Professional Registration	Minimum Years of Relevant Experience	Minimum Qualification
None	10	NQF 6

3. Where ECSA registration is required, Professional Registration with the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord, is accepted. **Proof of qualifications must be provided as well as a CV showing the relevant experience.**
4. In the event that the Project Manager are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement.
5. The Project Manager shall be employed full time on the Works, the single point of accountability and responsible for the management of the traffic monitoring works.

**Personal Details of Candidate:**

Name	Position in team	No of Years' Experience
	Project Manager	

**Registration with professional bodies**

Professional registration body	ECSA	SACPCMP
Level of registration	N/A	N/A
Registration number	N/A	N/A
Date of registration	N/A	N/A

Highest Engineering qualification	Institution	Date graduated
Initial relevant Tertiary Qualification	Institution	Date graduated

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

Technical/Managerial Experience

(List only the most recent 5 projects of the Project Manager that the tenderer considers relevant to the specified scope of works

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	PERMANENT OR NON-PERMANENT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.2: COMPULSORY TENDERER'S KEY PERSONNEL QUALIFICATION AND REGISTRATION RECORD AND EXPERIENCE (DATA MANAGER)****Note to tenderer:**

1. The Tenderer shall provide details of the Data Manager's, years' experience in traffic data validation as well as details of previous experience required for this project.
2. The Data Manager must meet the following minimum requirements as stipulated, and the tenderer must append proof of registration to this form. The tenderer will be declared non-responsive if:
  - a) the Tenderer's experience does not meet the stipulated minimum requirement; or
  - b) does not respond within stated period when requested to do so for clarity reasons; the tender shall be declared non-responsive tender offer in terms of C.3.13(b).
  - c) if the listed project/s are not relevant, or
  - d) if the qualification record and CV are not submitted.
  - e) the Tenderer do not comply with tender clause C.2.13.

Professional Registration	Minimum Years of Relevant Experience	Minimum Qualification
None	5	NQF 4

3. Where ECSA registration is required, Professional Registration with the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord, is accepted. **Proof of qualifications must be provided as well as a CV showing relevant experience.**
4. In the event that the Data Manager are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement.
5. The Data Manager shall be; employed full time on the Works, the single point of accountability and responsible for the validation of the traffic monitoring corrective measures and data submission to the Employer.
6. Where the Data Manager will not be employed on the Works full time, his powers will be delegated to the approved project manager in accordance with Clause 4.3 of the Conditions of Contract.

**Personal Details of Candidate:**

Name	Position in team	No of Years' Experience
	Data Manager	

**Registration with professional bodies**

<b>Professional registration body</b>	<b>ECSA</b>	<b>SACPCMP</b>
Level of registration	N/A	N/A
Registration number	N/A	N/A
Date of registration	N/A	N/A

<b>Highest Engineering qualification</b>	<b>Institution</b>	<b>Date graduated</b>
	N/A	N/A
<b>Initial relevant Tertiary Qualification</b>	<b>Institution</b>	<b>Date graduated</b>

## Technical/Managerial Experience

(List only the most recent 5 projects of the Data Manager that the tenderer considers relevant to the specified scope of works)

<b>CLIENT</b>	<b>DESCRIPTION OF PROJECT</b>	<b>PROJECT START DATE</b>	<b>PROJECT END DATE</b>	<b>PERMANENT OR NON-PERMANENT</b>	<b>POSITION HELD</b>	<b>CONTACT PERSON AND FIRM</b>	<b>CONTACT NO.</b>

Comments:

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D5.1: TENDERER'S EXPERIENCE BASED ON COMPLETED PROJECTS**

NOT APPLICABLE

**FORM D5.2: TENDERER'S EXPERIENCE BASED ON PROJECTS IN PROGRESS**

NOT APPLICABLE

**FORM D6: TENDERER’S INDICATIVE PROGRAM**

**Notes to tenderer:**

- 1. The tenderer shall attach an indicative programme, reflecting the:
  - Contract period;
  - proposed sequence or order of execution of the work;
  - Resources anticipated; and
  - tempo of execution of the various activities comprising the work for this contract.
- 2. The programme shall be in accordance with the information provided in Form D1: Schedule of Tenderer’s Vehicles and Equipment, Form D8: Schedule of Subcontractors, and with all other aspects of the tender.
- 3. If a tenderer wishes to submit an alternative tender, then this form, appropriately completed, shall also be attached to the Pricing Schedule for the alternative proposal.

SIGNED BY TENDERER: .....

**FORM D7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

NOT APPLICABLE



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**FORM D8: SCHEDULE OF SUBCONTRACTORS**

With regard to sub-clause 4.4 of the FIDIC Conditions of Contract as amended:

**Notes to tenderer:**

1. The tenderer shall list below the items of work he intends to subcontract.
2. Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the employer.
3. Percentage subcontracting does not need to add up to 30% at tender stage.
4. The tender shall indicate whether any of the listed subcontractors have been certified as “Service Providers” according to TMH 3.

ITEM OF WORK	NAME OF SUBCONTRACTOR (IF KNOWN) AND INDICATE INTENDED CERTIFIED* SUBCONTRACTORS WITH “C”	% VALUE OF THE TENDER AMOUNT SUB- CONTRACTED	B-BBEE STATUS LEVEL OF SUB- CONTRACTOR	STATE IF TARGETED ENTERPRISE	STATE IF EME

\* Traffic Monitoring Certification

SIGNED BY TENDERER: .....

**FORM D9: CORPORATE SOCIAL INVESTMENT**

NOT APPLICABLE

**FORM E1:      TMH 3 QUALITY ASSURANCE OR SIMILAR**

**Notes to tenderer:**

- 1.    The tenderer shall attach to this Form proof of a quality assurance qualification like ISO or any qualification similar to that.
- 2.    Should TMH 3 quality assurance processes be used, certificates done by an approved Certification Organisation (CO) must be provided for the System Supplier as well as the Service Provider.
- 3.    Where scoring is applicable the tenderer will be scored 0 should this form be omitted, or certificates not attached.

SIGNED BY TENDERER: .....

**FORM E2: TMH 14 TRAFFIC DATA (RSV) FILES****Note to Tenderer:**

1. The Tenderer shall provide a traffic data file (RSV) of at least **7 full days** as well as a counting station definition data file (RSS) using the TMH 14 data format so as to illustrate that the data complies with the specifications described below:
2. Both files (RSV and RSS) must be e-mailed to [itisissues@nra.co.za](mailto:itisissues@nra.co.za) before tender closure. Please use the following description in the Subject Field: **SANRAL 53000/1002/2022/LT – Company Name: TMH 14 File Submission**. The files will be tested with SANRAL validation software to verify its compliance. See the SANRAL Data Verification Tests as part of the downloadable documents.
3. Failure to submit both files (RSV and RSS) at close of tender may render the tender non-responsive.

Description	Requirement
1. Duration	Minimum 7 full days
2. Data Format Version	3.20
3. Drive Convention	Left-side drive
4. Number of Lanes	Minimum 2 physical lanes
5. Traffic Monitoring Type	C1
6. Vehicle Categorisation scheme 1	L0
7. Vehicle Categorisation scheme 2	H0
8. Individual Vehicles	Only individual vehicles No summaries
9. Vehicle Primary Classification Scheme	Scheme 05 – Extended Light/Heavy
10. Vehicle Primary Classification Scheme	Scheme 01 – Light/Heavy
11. Pass validations tests	See SANRAL Data Verification Test document (Downloadable from website)
12. RSS file	Any station layout

SIGNED BY TENDERER: .....

**FORM F1: SCHEDULE OF TENDER COMPLIANCE****Note to tenderer:**

1. This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent uploading into the correct folder.
2. The electronic format for the submission of the relevant forms is indicated in the schedule below.

FORM NO / SBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A1	CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION	
A1.1	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	
A2.1	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
A2.2	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
A2.3	CERTIFICATE OF SINGLE TENDER SUBMISSION	
A2.4	CERTIFICATE OF FRONTING PRACTICES	
A2.5	DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS OR FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs OR FINs)	
A2.6	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
A3.1 / SBD4	BIDDER'S DISCLOSURE	
A3.2 / SBD9	CERTIFICATE OF INDEPENDENT TENDER	REPEALED
A3.3 / SBD8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	REPEALED
A3.4	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
A3.5	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
A3.6	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE	
A4	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
A5	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
A6 / SBD2	CERTIFICATE OF TAX COMPLIANCE	
A7	CERTIFICATE OF INSURANCE COVER	
A8	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
A9.1	SCHEDULE OF TENDER'S LITIGATION HISTORY	
A9.2	ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION	
A10	SCHEDULE OF CURRENT COMMITMENTS	
A11	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)	
A12	CERTIFICATE OF REGISTRATION WITH CIDB	NOT REQUIRED
A13 / SBD1	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	
A14	CERTIFICATE OF TRAFFIC MONITORING CERTIFICATION	
B1	SERVICE PROVIDER'S ESTABLISHMENT ON SITE	
B2	SCHEDULE OF SPECIAL MATERIALS	NOT REQUIRED
C1.1	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	

FORM NO / SBD NO	FORM DESCRIPTION	TICK IF COMPLETED
C1.2 / SBD6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
C1.3	B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES	
D1	SCHEDULE OF TENDERER'S VEHICLES AND EQUIPMENT	
D2	TENDERER'S METHOD STATEMENT	NOT REQUIRED
D3	TENDERER'S ORGANISATION AND STAFFING	
D3.1	TENDERER'S ORGANISATION AND STAFFING – MAINTENANCE TEAMS	
D3.2	TENDERER'S ORGANISATION AND STAFFING – CONSTRUCTION TEAMS	
D4.1	TENDERER'S KEY PERSONNEL EXPERIENCE (Project Manager)	
D4.2	TENDERER'S KEY PERSONNEL EXPERIENCE (Data Manager)	
D5.1	TENDERER'S EXPERIENCE BASED ON COMPLETED PROJECTS	NOT REQUIRED
D5.2	TENDERER'S EXPERIENCE BASED ON PROJECTS IN PROGRESS	NOT REQUIRED
D6	TENDERER'S INDICATIVE PROGRAMME	
D7	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	NOT REQUIRED
D8	SCHEDULE OF SUBCONTRACTORS	NOT REQUIRED
D9	CORPORATE SOCIAL INVESTMENT	NOT REQUIRED
E1	QUALITY ASSURANCE ISO OR SIMILAR	
E2	TMH 14 TRAFFIC DATA (RSV) FILES	
C1.1.1 1/ SBD7	FORM OF OFFER – PACKAGE A	
C1.1.1 2/ SBD7	FORM OF OFFER – PACKAGE B	
C1.1.1 3/ SBD7	FORM OF OFFER – PACKAGE C	
C1.1.1 4/ SBD7	FORM OF OFFER – PACKAGE D	
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	
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C2.2.2 / SBD3	PRICING SCHEDULE – PACKAGE B	
C2.2.3 / SBD3	PRICING SCHEDULE – PACKAGE C	
C2.2.4 / SBD3	PRICING SCHEDULE – PACKAGE D	
C.2.3.1	SUMMARY OF PRICING SCHEDULE – PACKAGE A	
C.2.3.2	SUMMARY OF PRICING SCHEDULE – PACKAGE B	
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C.2.3.4	SUMMARY OF PRICING SCHEDULE – PACKAGE D	

SIGNED BY TENDERER: .....

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## **PART C: CONTRACTING**

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### **PART C1: AGREEMENTS AND CONTRACT DATA**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

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**C1.1 FORMS OF OFFER AND ACCEPTANCE**

**C1.1.1 FORM OF OFFER (Incorporating SBD7)**

**Note to tenderer:**

- 1. The tender shall be declared non-responsive tender offer if a tenderer submits an alternative offer, but
  - Permission was not granted, where applicable; or
  - Postulated offer is not submitted.
- 2. Packages will be awarded taking the limitations stated in the tender data into account. SANRAL reserves the right to award packages to get the most cost-effective award.

**C.1.1.1.1 FORM OF OFFER PACKAGE A: NORTHERN REGION**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

**CONTRACT SANRAL 53000/1002/2022/LT FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE**

- 1. I/we, by signing this part of the forms of offer and acceptance acknowledge they are the equivalent of the Letters of Tender and Acceptance as defined in clauses 1.1.1.3 and 1.1.1.4 in the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
- 2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
- 3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 tender and the conditions of contract identified in the contract data.
- 4. **PRICE OFFERED – PACKAGE A**  
  
THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.3.1: PRICING SCHEDULE SUMMARY IS.....  
.....  
..... (in words)  
(R ..... in figures)
- 5. I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.
- 6. **PREFERENCE CLAIMED**
- 7. I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule **Form C1**: Tenderer’s B-BBEE Verification Certificate. In the event of any difference between the above stated status level and the Verification Certificate attached to **Form C1**, the Verification Certificate shall apply.

- 8. You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.
- 9. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption, and misrepresentation.

Yours faithfully

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:

Certificate of Authority for signature .....

NAME AND ADDRESS OF ORGANISATION:.....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**C.1.1.1.2 FORM OF OFFER PACKAGE B: EASTERN REGION**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

**CONTRACT SANRAL 53000/1002/2022/LT FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE**

1. I/we, by signing this part of the forms of offer and acceptance acknowledge they are the equivalent of the Letters of Tender and Acceptance as defined in clauses 1.1.1.3 and 1.1.1.4 in the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 tender and the conditions of contract identified in the contract data.
4. **PRICE OFFERED – PACKAGE B**  
  
THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.3.2: PRICING SCHEDULE SUMMARY IS.....  
.....  
..... (in words)  
(R ..... in figures)
5. I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.
6. **PREFERENCE CLAIMED**
7. I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule **Form C1**: Tenderer’s B-BBEE Verification Certificate. In the event of any difference between the above stated status level and the Verification Certificate attached to **Form C1**, the Verification Certificate shall apply.
8. You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.
9. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption, and misrepresentation.

Yours faithfully

SIGNATURE:..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:

Certificate of Authority for signature .....

NAME AND ADDRESS OF ORGANISATION:.....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE:.....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE:.....

NAME (IN CAPITALS): .....

**C.1.1.1.3 FORM OF OFFER PACKAGE C: SOUTHERN REGION**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

**CONTRACT SANRAL 53000/1002/2022/LT FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE**

1. I/we, by signing this part of the forms of offer and acceptance acknowledge they are the equivalent of the Letters of Tender and Acceptance as defined in clauses 1.1.1.3 and 1.1.1.4 in the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 tender and the conditions of contract identified in the contract data.
4. **PRICE OFFERED – PACKAGE C**  
  
THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.3.3: PRICING SCHEDULE SUMMARY IS.....  
.....  
..... (in words)  
(R ..... in figures)
5. I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.
6. **PREFERENCE CLAIMED**
7. I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule **Form C1**: Tenderer’s B-BBEE Verification Certificate. In the event of any difference between the above stated status level and the Verification Certificate attached to **Form C1**, the Verification Certificate shall apply.
8. You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.
9. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption, and misrepresentation.

Yours faithfully

SIGNATURE:..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:

Certificate of Authority for signature .....

NAME AND ADDRESS OF ORGANISATION:.....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE:.....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE:.....

NAME (IN CAPITALS): .....

**C.1.1.1.4 FORM OF OFFER PACKAGE D: WESTERN REGION**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

**CONTRACT SANRAL 53000/1002/2022/LT FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE**

1. I/we, by signing this part of the forms of offer and acceptance acknowledge they are the equivalent of the Letters of Tender and Acceptance as defined in clauses 1.1.1.3 and 1.1.1.4 in the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 tender and the conditions of contract identified in the contract data.
4. **PRICE OFFERED – PACKAGE D**  
  
THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.3.4: PRICING SCHEDULE SUMMARY IS.....  
.....  
..... (in words)  
(R ..... in figures)
5. I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.
6. **PREFERENCE CLAIMED**
7. I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule **Form C1**: Tenderer’s B-BBEE Verification Certificate. In the event of any difference between the above stated status level and the Verification Certificate attached to **Form C1**, the Verification Certificate shall apply.
8. You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.
9. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption, and misrepresentation.

Yours faithfully

SIGNATURE:..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:

Certificate of Authority for signature .....

NAME AND ADDRESS OF ORGANISATION:.....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE:.....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE:.....

NAME (IN CAPITALS): .....



### C1.1.2 FORM OF ACCEPTANCE (Incorporating SBD7)

*Note to compiler: Form to be printed on SANRAL letterhead*

To *(Name of successful tenderer)*

Dear Sir,

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

#### ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your *select if applicable corrected/corrected alternative/alternative* offer in the amount of **R.....** (i.e. including VAT but excluding CPA, and any contingent sum not in the priced schedule) for a contract period of ..... months and with a Base date of .....**(28 days prior to the closing date of tender)**
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. This Form of Acceptance is the equivalent of the Letter of Acceptance as defined in clause 1.1.1.3 of the "Conditions of Contract for Construction for Building and Engineering Works designed by the Employer" (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
4. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),  
Part C2: Pricing Data,  
Part C3: Scope of the Work,  
Part C4: Site Information, and  
Part C5: Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.

5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from us to you. *(Note to compiler: If no deviation/alternative tender then replace the above part of this paragraph with "There are no alternatives, deviations, qualifications or changes to the documents")* Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
6. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (Act 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you as the principal contractor in terms of Regulation 5(1)(k) of the Construction Regulations, GNR. 84 of 2014.
7. A SARS compliance check has been done on you and you are found to be ..... *(select: "compliant" or "non-compliant")*. *Note to compiler: check SARS website for compliance. If not compliant add the following sentence: "Within 7 calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement."*
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:

- i) A Performance Security (per clause 4 of the FIDIC Conditions of Contract), a proforma of which is attached for your reference. The 1% calculation for the Performance Security shall be based on the accepted contract value (excluding VAT) as contained in this form and there shall be no deviations from the wording of the proforma Performance Security.
  - ii) Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
  - iii) Fully completed and signed Form C1.3.3 together with your Health and Safety plan and proof of the Construction Health and Safety Officer's registration with SACPCMP.
  - iv) Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
  - v) A completed Form of Banking Details *Note to compiler: only include this if the successful tenderer has not previously been registered as a vendor with the Employer.*
  - vi) Proof of registration on the Employer's Project Information Module (ITIS).
  - vii) Fully completed Form C1.1.3 Appendix to Form of Acceptance.
9. Failure to fulfil either of the obligations (i), (ii) and (iii) above shall constitute a repudiation of this agreement and we may at our discretion apply any rights of remedy including barring you from tendering on any of our future tenders for a period to be determined by us, but not less than twelve (12) months, from the date of tender closure.
10. The effective date of the contract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.

11. The Commencement Date shall be on ..... *Note to compiler: Commencement date to be inserted*

12. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding contract between us.
13. Messrs ..... act as our agent to fulfil the functions of the engineer in the administration of this contract. Please contact ..... at ..... to make arrangements for the signing of the contract documents and hand-over of the site.

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: Engineering Executive

EMPLOYER'S NAME AND ADDRESS: *Note to compiler: Insert relevant regional physical address*

AUTHORITY TO ACT: SANRAL's Delegation of Powers Item **2.4.1.2**

NAME & SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

C1.2 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

The deviations listed below constitute agreed deviations/amendments to the tender document negotiated between the tenderer and employer based on information provided in Form A4: Schedule of Deviations or Qualifications by the tenderer or imposed conditions of award.

Addenda issued during the tender period are deemed not to be deviations to the tender.

1.

Subject: .....

Details: .....

2

Subject: .....

Details: .....

3

Subject: .....

Details: .....

4

Subject: .....

Details: .....

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.  
*Note to compiler: In the event that an alternative offer has been accepted by the Employer, the various elements of the alternative offer must be listed in this appendix*

SIGNATURE:..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

NAME AND ADDRESS OF CONTRACTOR:.....

.....  
.....

**C1.3 CONTRACT DATA****C1.3.1 CONDITIONS OF CONTRACT****Note to tenderer:**

1. The Conditions of Contract for Construction (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended, shall apply to this contract. The amendments are those published by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by the South African National Roads Agency SOC Limited

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### **C.1.3.1.1 GENERAL CONDITION OF CONTRACT**

Up to October 2022 the following amendments have been issued by FIDIC.

## **ERRATA to the First Edition, 1999**

The following significant errata are corrected in this reprinting of the First Edition of the Construction Contract. Several minor typographical errors and layout irregularities have also been corrected.

### **GENERAL PROVISIONS**

Foreword	In figure "Typical sequence of Payment Events envisaged in Clause 14", change "14.11 Contractor issues Final Statement ..." to "Contractor submits Final Statement ...".
Page 2	In the middle of the third line of Sub-Clause 1.1.2.9, delete "under".
Page 26	In the title of Sub-Clause 8.1, substitute "Works" for "Work".
Page 56	In the penultimate line, delete the parentheses "(" and ")".
Page 60	Sub-Clause 20.3, in the line following sub-paragraph (d), delete "Particular Conditions" and substitute "Appendix to Tender".
Page 68	In the third line of Clause 9, delete the two words "notice to".

### **GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS**

Page 14	Under Sub-Clause 14.9, delete "EXEMPTION" and substitute "RETENTION".
Annexes	Delete "© FIDIC".

**C.1.3.1.2 PARTICULAR CONDITIONS OF CONTRACT**

The following amendments are the South African National Road Agency SOC Limited's standard amendments to the FIDIC General Conditions and shall apply to this contract.

**SUBJECT INDEX**

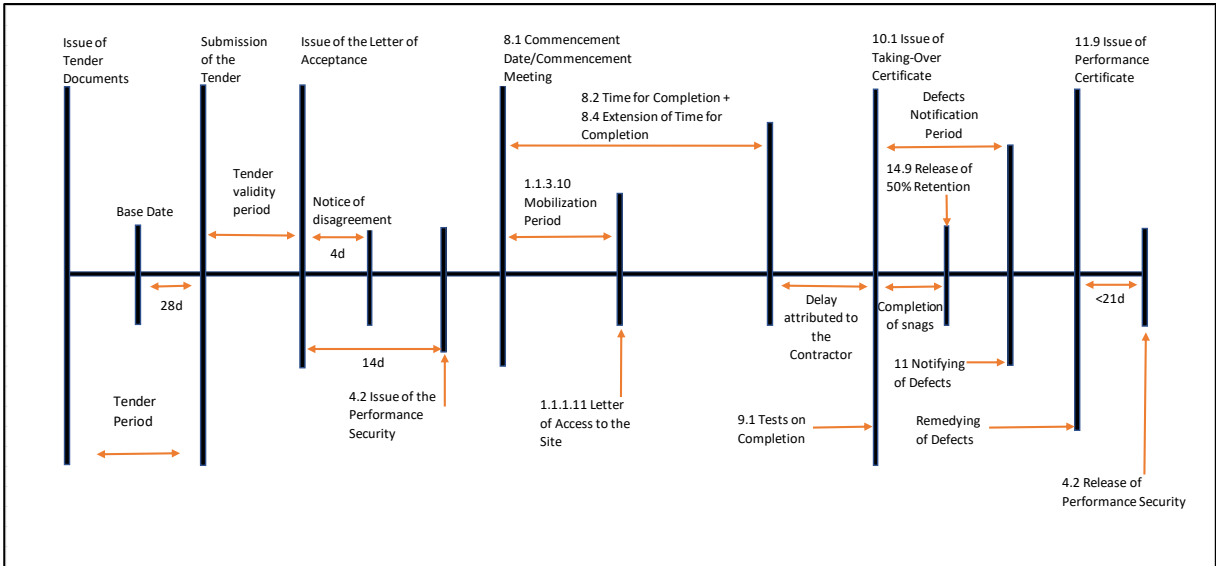
	Clause		Clause
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Amicable Settlement	20.5	Insurance for Works and Contractor's Equipment	18.2
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		Termination by the Employer	15.2
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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

FOREWORD

Add the following illustrative chart as a clarification of the sequence of the Contract activities as amended in this Particular Conditions:

“



Typical sequence of Principal Events during Contracts for Construction as amended”

1.1 Definitions

1.1.1 The Contract

Replace 1.1.1.1 with:

“ **“Contract”** means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.”

Replace 1.1.1.3 with:

“ **“Letter of Acceptance”** means the Form of Acceptance as contained in part C1.1.2 of the contract documents.”

Replace 1.1.1.4 with:

“ **“Letter of Tender”** means the Form of Offer as contained in part C1.1.1 of the contract document.”

Replace 1.1.1.5 with:

“ **“Specification”** means that document entitled Scope of Work, as included in the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.”

Replace 1.1.1.7 with:



“ **Schedules**” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices.”

*Replace 1.1.1.8 with:*

“ **Tender**” means that section of the Form of Offer and Acceptance called ‘Offer’ and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.”

*Replace 1.1.1.9 with:*

“ **Appendix to Tender**” means the completed section entitled C1.3.2 Contract Data – Information provided by the Employer included in the Contract Data:”

*1.1.1.10 - Add the following:*

“ **Bill of Quantities**” shall also mean the Pricing Schedule as contained in section C2.2 of the contract document.”

## **1.1.2 Parties and Persons**

*Add the following:*

“1.1.2.11 “**Targeted Enterprise**” means an enterprise defined in Part D.”

## **1.1.3 Dates, Tests, Periods and Completions**

*Replace 1.1.3.9 with:*

“A “**day**” means a calendar day, except if otherwise indicated in the contract. A “**year**” means 365 calendar days”.

*Add the following:*

“1.1.3.10 “**Mobilisation Period**” means the period between the Commencement Date and the date of Access to Site as defined in Clause D1002.01(l) in the Scope of Works (Part C3): Section D1000. The requirements of the Mobilisation Period is specified in the Scope of Works (Part C3): Section D1000: Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development”.

## **1.1.4 Money and Payments**

*Replace 1.1.4.3 with:*

“ **Cost**” (unless otherwise indicated) means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. Where an extension of time for completion is determined in terms of Clause 8.4, and Cost is payable, then Cost means the amount calculated in accordance with Clause A20.1 in Part C.1.2.2 – Contract Data.”

## **1.3 Communications**

*Add the following before the last paragraph:*

“However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings.”

## **1.5 Priority of Documents**

*Insert the following at the end of the 1st paragraph before the colon:*

“... unless specifically stated otherwise in the contract.”.

*Replace sub-paragraphs items (a) to (h) with:*

- “(a) the Forms of Offer and Acceptance
- (b) the Appendix to Tender within the Contract data
- (c) the Particular Conditions of Contract
- (d) the General Conditions
- (e) the project Specifications (Scope of Works (PART C3:))
- (f) the project Drawings,
- (g) the standard Specifications,
- (h) the Bill of Quantities (Pricing Data (PART C2:); and
- (i) the Schedules and any other documents forming part of the Contract.”

## **1.6 Contract Agreement**

*Replace the 1st two sentences with the following:*

“The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender documents”

## **1.8 Care and Supply of Documents**

*In the 1st paragraph, 2nd line, change “two copies” to “one copy”.*

*In the 2nd paragraph, 3rd line, change “six” to “two”.*

## **1.11 Contractor's Use of Employer's Documents**

*At the end of the 1st sentence add:*

“as well as any research, innovation, industry cutting edge technology and any form of trials undertaken as part of the Contract.”

## **2.1 Right of Access to the Site**

*At the end of the 1st paragraph add:*

“In addition to the Performance Security, there are conditions pertaining to Permits from the Department of Labour, and to the requirements of the Mobilisation Period, which may result in access to the site being withheld, as stated in the Form of Acceptance and Appendix to Tender.”

## **2.5 Employer's Claims**

*Add the following at the end of the 1st paragraph:*

“In addition, notice and particulars is not required for payments due under Sub-Clause 8.7 [Delay Damages].”

## **3.1 Engineer's Duties and Authority**

*After the 3rd paragraph insert the following:*

"In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer's approval shall also be obtained before taking any action under sub-clauses 8.1, 8.8, 10.1, 11.9 and 13.3 as amended in these Particular Conditions."

*Add the following new sixth paragraph:*

"If the Engineer is a legal entity, a natural person employed by the Engineer and approved by the Employer shall be appointed and authorised to act as the Engineer under the Contract."

#### **4.1 Contractor's General Obligations**

*Add the following sentence below the 4th paragraph:*

"With regard to the Contractor's proposals submitted under the item of the Scope of Works titled "Section D: Stakeholder and Community Liaison and Targeted Labour and Targeted Enterprise utilisation and development", if the Contractor fails to provide the employment or training to the extent proposed, the Employer may impose penalties as set out in the above-mentioned Scope of Works."

#### **4.2 Performance Security**

*Delete the 2nd paragraph and replace with the following:*

"The Contractor shall deliver the Performance Security (as stated in the Contract Data) to the Employer within 14 days of the date of issue of the Form of Acceptance. The Performance Security shall be issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short-Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act (No 94 of 1990) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer."

*Delete the 4th paragraph and replace with the following:*

"The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract."

*Delete the last paragraph and replace with the following:*

"The Employer shall return the Performance Security (as stated in the Contract Data) within 21 days after issuing the Performance Certificate."

#### **4.4 Subcontractors**

*Change the title to read "Subcontractors and suppliers"*

*In the 1st paragraph delete "the whole of the Works" and add "more than the percentage of the Works as stated in the Appendix to Tender without the express approval of the Employer".*

*In the 1st line of the 2nd paragraph, after the word "Subcontractor" replace the expression "his agents or employees" with "suppliers, their agents or employees".*

*Add the following sub-paragraphs:*

- "(e) The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the standard FIDIC subcontract agreement (version 2011).

- 
- (f) If the Contractor is required to employ one or more Subcontractors under his targeted enterprise development, then the provisions of Sub-Clause 5.4 [Evidence of Payments] shall apply as if such Subcontractor is a Nominated Subcontractor.
- (g) Each subcontract shall include the provisions:
- i) The Contractor undertakes to pay the Subcontractor the full value as being due to the Subcontractor, without any deduction for plant, equipment, materials or fuel supplied by the Contractor. Any assistance that the Contractor may have made to the Subcontractor that requires recovery from the Subcontractor, will be recovered by the Contractor through normal commercial debt repayment processes;
  - ii) If the Subcontractor is a Targeted Enterprise, the Contractor undertakes to make payment within 14 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor;
  - iii) If the Subcontractor is not a Targeted Enterprise, the Contractor undertakes to make payment within 30 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor.
- (h) The Contractor shall disclose all subcontracting arrangements.
- (i) The Contractor shall not subcontract more than 25% of the value of the contract (including value of work allocated to Targeted Enterprise(s) but excluding work specified in the Scope of Works to be procured through the Employer's Supply Chain Procurement process) to any Subcontractor with a lower B-BBEE status level than the Contractor, unless the intended Sub-contractor(s) is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract, and the value of the subcontracted work is below the EME threshold.
- (j) The total retention money held for all subcontractors shall not exceed the maximum value of the retention money as specified under Sub-Clause 14.3(c) and shall be held pro-rata per subcontractor.
- (k) The total value of retention money held from sub-contractors who are Targeted Enterprises shall not exceed 5 percent of the tendered CPG value (for Targeted Enterprises).
- (l) 50% of the retention money held for each Subcontractor shall be released on completion of the subcontract works. The remainder of the Subcontractor's retention money shall be released when a Subcontractor's work does not show any defect within 12 (twelve) months after the completion of the subcontract. However, the Subcontractor's retention money may be withheld but only if the Performance Certificate is unable to be issued because of defective workmanship attributable to the Subcontractor.
- (m) No performance security shall be required for Targeted Enterprise sub-contractors.
- (n) Penalties for sub-contractors shall be limited to 10% of the accepted sub-contract amount.
- (o) All Subcontractors and suppliers shall be registered on the National Treasury's Central Supplier Database (CSD).
- (p) All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council.

If the Contractor fail to disclose all subcontracting agreements, or fail to comply with the requirements of this clause he shall be given 14 days to make representation as to why:

- (i) the contract shall not be terminated;
- (ii) the Contractor shall not be penalised up to 10% of the value of the contract."

#### **4.7 Setting Out**

*Amend the 2nd line of the 2nd paragraph to read:*

"... reference, provided that the Contractor shall provide proof of their inaccuracy before they are used."

#### **4.10 Site Data**

*In the 1st paragraph, 1st sentence, replace "prior to the Base Date" with "either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents", and delete the 2nd sentence.*

#### **4.17 Contractor's Equipment**

*Add the following paragraph:*

"The Contractor shall notify the Employer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor."

#### **4.19 Electricity, Water and Gas**

*In the 1st paragraph, 1st line, delete "except as stated below", and delete the 2nd and 3rd paragraphs.*

#### **4.21 Progress Reports**

*In the 1st paragraph, 2nd line, delete "in six copies".*

*Add the following at the end of the 3rd paragraph:*

- "(i) Comparison of estimated Contract Price and the original Contract Price as stated in the form of Acceptance, with details of any events or circumstances which may result in the original Contract Price to be exceeded, and the measures being (or to be) adopted to prevent this.
- (j) SHE audits, SHE incidents, traffic accidents, Environmental management report, employment, empowerment and training reports (extracted from Employer system), training plan, communication plan, media information, site memos, drawings issued, mix designs, work authorisations, daywork, programme, sub-standard work, cashflow and expenditure, claims, risk report and penalties."

#### **4.22 Security of the Site**

*Replace the full stop at the end of subclause (b) with a comma and continue this Clause as follows:*

"and authorised utility or service owners whom the Employer identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners."

#### **4.24 Fossils**

*In the 1st paragraph, 1st sentence after "fossils" insert "and graves" and in the 2nd sentence, add "and shall indemnify the Employer against any liability arising from such loss or damage."*

Note to compiler: When it is proposed to employ nominated subcontractors for specialised work under the contract and the Employer wishes to prescribe the conditions of subcontract, the form of Subcontract Agreement and the Form of Performance Security (to be provided by the subcontractor), the following new particular condition of contract shall be included, and the requirements shall be included in the Appendix to Tender:

*Add the following new sub-clause 5.5:*

#### **"5.5 Contract Requirements for Nominated Subcontractors**

"In this contract the contractor shall enter into a Subcontract with the nominated subcontractor on the terms and conditions stipulated by the Employer and set out in the Appendix to Tender."

#### **6.2 Rates of Wages and Conditions of Labour**

*Add the following:*

"The conditions as stated in the Contract Data shall also apply."

## **6.5 Working Hours**

*Replace the 1st sentence with the following:*

“No work shall be carried out on Site on any special non-working day or within the non-working hours of any day as stated in the Contract Data, unless:”

## **6.7 Health and Safety**

*In the 1st paragraph delete the 2nd sentence.*

*Add the following as a new 4th paragraph:*

“The Contractor and his Subcontractors shall be in good standing in terms of the Compensation for Occupational Injuries and Disease Act (COIDA) and have a letter as proof.

*Add the following as a new 5th paragraph:*

“The Contractor shall also comply to the requirements of the Scope of Works titled: Section E: Requirements of the Occupational Health and Safety Act and Regulations.”

## **6.9 Contractor’s Personnel**

*Add the following new subparagraphs to the 1st paragraph:*

- “(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
- (f) has been recruited from the Employer’s Personnel in breach of sub-clause 6.3 [Persons in the Service of Employer].”

*Add the following as a final paragraph:*

“The requirements for key personnel as stated in the Contract Data shall also apply.”

## **8.1 Commencement of Work**

*In the 1st paragraph, delete the 1st sentence, and in the 2nd sentence replace “within 42 days after the Contractor receives the Letter of Acceptance” with “as stated in the Form of Acceptance, unless otherwise stated in the Appendix of Tender.”*

*In the 2nd line of the 2nd paragraph, after the words “Commencement Date”, insert “but within the period stated in the Appendix of Tender.”*

## **8.3 Programme**

*Delete the contents in its entirety and replace with the following:*

“The Contractor shall submit an initial programme for the execution of the Works to the Employer within 14 days after the Commencement Date. This programme shall be prepared using programming software stated in the Specification (if not stated, the programming software acceptable to the Employer). The Contractor shall also submit a revised programme which accurately reflects the actual progress of the Works, every month.

The initial programme and each revised programme shall be submitted to the Employer in one paper copy, one electronic copy and additional paper copies (if any) as stated in the Contract Data, and shall include:

- a) the Commencement Date and the Time for Completion, of the Works and of each Section (if any);

- 
- b) the date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Contract Data. If not so stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;
- c) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), preparation and submission of Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, installation, work to be undertaken by any nominated Subcontractor (as defined in Sub-Clause 5.1) [Nominated Subcontractors] and testing;
- d) the Review periods for any submissions or mix designs stated in the Specification or required under these Conditions;
- e) the sequence and timing of inspections and tests specified in, or required by, the Contract;
- f) for a revised programme: the sequence and timing of the remedial work (if any) to which the Employer has given a notice to the Contractor under Sub-Clause 7.5 [Rejection] and/or the remedial work (if any) instructed under Sub-Clause 7.6 [Remedial Work];
- g) all activities (to the level of detail stated in the Specification), logically linked, and showing the earliest and latest start and finish dates for each activity, the float, and the critical path(s);
- h) the dates of all locally recognized days of rest and holiday periods and special non-working days defined in the Contract Data (if any);
- i) all key delivery dates of Plant and Materials;
- j) for a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay on other activities (if any);
- k) the expected delays as specified in the specification, resulting from inclement weather, as a terminal float;
- l) embargo hours and days as specified in the specifications and Contract Data;
- m) any restricted working conditions as specified in the specifications and Contract Data;
- n) requirements of the EMP and OHS; and
- o) a support report which includes:
- i) a description of all the major stages of the execution of the Works;
  - ii) a general description of the methods which the Contractor intends to adopt in the execution of the Works;
  - iii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel, and Sub-contractors, and of each type of Contractor's Equipment, required on the Site, for each major stage of the execution of the Works;
  - iv) the forecast cashflow within the defined contract period relative to the programme;
  - v) if a revised programme, identification of any significant change(s) to the previous programme submitted by the Contractor; and
  - vi) the Contractor's proposals to overcome the effects of any delay(s) on progress of the Works.

The Employer shall review the initial programme and each revised programme submitted by the Contractor and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations. If the Employer gives no such Notice:

- within 21 days after receiving the initial programme; or
- within 14 days after receiving a revised programme,
- the initial programme or revised programme (as the case may be) shall be the Programme.

The Contractor shall proceed in accordance with the Programme, subject to the Contractor's other obligations under the Contract. The Employer's Personnel shall be entitled to rely on the Programme when planning their activities.

Nothing in any programme, the Programme or any supporting report shall be taken as, or relieve the Contractor of any obligation to give, a Notice under the Contract.

Each Party shall advise the other and the Employer, and the Employer shall advise the Parties, in advance of any known or probable future events or circumstances which may adversely affect the work; adversely affect

the performance of the Works when completed; increase the Contract Price; and/or delay the execution of the Works or a Section (if any).

The Employer may request the Contractor to submit a proposal under Sub-Clause 13.3 [Variation Procedure] to avoid or minimise the effects of such event(s) or circumstance(s)."

#### **8.4 Extension of Time for Completion**

*In the 1st paragraph after "... will be delayed by any of the following causes" add "and all float (except for inclement weather provision) in the programme has been utilised".*

*Amend sub sub clause (c) to the following:*

"(c) no adverse climatic conditions extension allowed for

*Add the following as a 3rd paragraph:*

"If a delay caused by a matter which is the Employer's responsibility is concurrent (that is the effect of the events are felt at the same time) with a delay caused by a matter which is the Contractor's responsibility, the Contractor's entitlement to Extension of Time shall be assessed after taking into account any contribution to the delay caused by a matter which is the Contractor's responsibility and the Contractor shall only be entitled to Extension of Time if the Employer delay exceeds the Contractor delay."

#### **8.7 Delay Damages**

*Change the marginal heading of this clause to read "Delay Damages and Other Non-compliance Charges" and insert the following as a 1st paragraph to this clause:*

"Delay damages (or Penalties in terms of the Conventional Penalties Act, 1962), and other payments to the Employer for late delivery, failure to achieve intra-programme due dates or non-compliance events shall apply as follows:"

*Number the existing two paragraphs as subclause (a) and in the 1st sentence of the 1st paragraph of subclause (a), delete "subject to Sub-Clause 2.5 [Employer's Claims]".*

*Add the following subclause relating to other non-compliance charges:*

"(b) If the Contractor fails to comply with the requirements detailed in the Specification regarding duration of accommodation of traffic closures, meeting intra-programme dates, Accommodation of Traffic requirements, overloading, Contract Participation Targets, Contract Skills Developments Goals Targets, subcontracting, quality of work, submission of information and performance criteria, the Contractor shall pay non-compliance charges to the Employer for this default. These non-compliance charges shall be calculated at the rates stated in the Appendix to Tender, which shall be applied for each incident of non-compliance.

These non-compliance charges shall be the only charges due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These charges shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract."

#### **10.1 Taking Over of the Works and Sections**

*Add the following to the end of the 2nd paragraph:*

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of Taking-Over



Certificates for parts or sections of the works. The use of any completed roadway, section or parts of the work, whether for unhindered use by the public or for accommodation of traffic while other parts are being constructed, shall not constitute use or occupation by the Employer. The notice to the Engineer, shall include the Contractor's own list of what it considers to be the minor outstanding works that do not substantially affect the use of the Works. As justification that the issue of a Taking-Over Certificate is warranted the Contractor shall take note that the following activities are to be completed to the satisfaction of the Engineer, and shall not be considered to be minor outstanding work:

- (a) The wearing course, gravel, seals, asphalt or concrete pavement;
- (b) All above-ground and subsoil drainage structures;
- (c) All fencing;
- (d) The finishing-off of medians and slopes of cuts and fills;
- (e) All the necessary road signs and road-surface marking and road studs;
- (f) All guardrails;
- (g) All structures;
- (h) All lighting (street or area);
- (i) The finishing-off of all borrowpits; and
- (j) The estimated cost to complete the listed outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (k) The written lists of outstanding items of work can be completed within 28 days of the lists having been issued.
- (l) Any information in the Contractor's possession, which is required by the Engineer and has been requested in writing, has been supplied.
- (m) The Department of Mineral Resources (DMR) (or its successor) has issued written confirmation to the Contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this contract. In the event this written confirmation is not obtained from DMR, acceptance by the Environmental Assessment Practitioner (EAP) will be sufficient for the issuing of the Taking-Over Certificate.
- (n) The Contractor has supplied reasonable evidence that all the labourers have been paid and Subcontractors have received all amounts due in terms of the subcontract agreement provisions, and all Targeted Enterprise Declaration Affidavits as well as a final contract compliance training report and final CPG report, have been submitted."

## 10.2 Taking Over of Parts of the Works

*Delete the 2nd paragraph.*

*Between the 3rd and 4th paragraphs insert the following paragraph:*

"The Employer may make use of any part of the Permanent Works prior to the issue of a Taking-Over Certificate."

*Delete the 5th paragraph.*

## 11.9 Performance Certificate

*In the 1st paragraph, 2nd line and in the 2nd paragraph, 1st line, replace the word "Engineer" with "Employer".*

*Delete the last sentence of the 2nd paragraph.*

## 11.11 Clearance of Site

*Replace the 1st paragraph with the following:*

"With the exception of Plant, Materials and Contractor's Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor's Equipment have been agreed by the Employer and the Contractor, the Contractor shall, upon

receipt of the Taking-Over Certificate, remove all Contractor's Equipment and surplus material, wreckage, rubbish and Temporary Works, from the Site unless otherwise instructed by the Employer."

*In the 2nd paragraph, replace "after the Employer receives a copy of the Performance Certificate" with "after the issue of the Taking-Over Certificate".*

### **12.3 Evaluation**

*Replace the 2nd sentence of paragraph two with the following:*

"However, a new rate or price shall be appropriate for an item of work only if notice has been given and if ..."

*In sub-paragraph (a)(iv) replace the word "Contract" with "Appendix to Tender".*

### **13.3 Variation Procedure**

*Add the following after the 3rd paragraph:*

"Each instruction issued by the Employer to the Contractor to execute a Variation, unless the Variation is to be executed on a Daywork basis, shall be a written instruction presented in the form of a Works Authorisation (WA). The Works Authorisation Form (WAF) signify the Employer's approval before the order is issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Works Authorisation that is not approved and signed by the Employer

If the Contractor considers that an instruction constitutes a Variation, the Contractor shall immediately, and before commencing any work related to an instruction, give a notice to the Employer with reasons. If the Employer does not respond within seven days confirming, revoking, or varying the instruction, the Employer shall be deemed to have revoked the instruction."

### **13.5 Provisional Sums**

*In the 1st line of sub-paragraph (b) after "services" insert "and including items for which a prime cost sum has been provided in the Bill of Quantities".*

*Add the following after the last paragraph:*

"The Contractor shall follow the procedure as specified in the Specification for each Provisional Sum and Prime Cost Sum, prior to any work being performed under a Provisional Sum or Prime Cost Sum."

### **13.8 Adjustments for Changes in Costs**

*Delete from the 3rd sentence of the 3rd paragraph until the end of the sub-clause and substitute:*

"The formula shall be as follows:

$$\text{Escalation factor} = (1 - x) \left( \frac{C_t}{C_o} - 1 \right)$$

The symbols shall have the following meanings:

- "x" is the proportion of "Ac" which is not subject to adjustment. This proportion shall be 0,15.
- The suffix "o" denotes the Consumer Price Index valid for the month in which tenders closed as published in the Statistical Release P0141, Table B1, of Statistics South Africa.

- The suffix “t” denotes the Consumer Price Index applicable to the month in which the last day of the period falls to which the relevant payment certificate relates as published in the Statistical Release P0141, Table B1, of Statistics South Africa.

If any index relevant to any particular Payment Certificate is not known at the time when the certificate is prepared, the Contractor may estimate the value of the index. Any correction which may be necessary when the correct indices become known shall be made by the Contractor in subsequent Payment Certificates.

Assessment of amount subject to adjustment

For the purposes of calculating the adjustment to the value of the relevant certificates, the amount “Ac” shall be determined by the formula;

$$Ac = T - S - W - Ap$$

In this formula, the symbols have the following meanings:

- “T” is the sum of the total value of all work, including preliminary and general items and all work done, as certified in the Payment Certificate under consideration, without any deduction whatsoever and before any adjustment is made in terms of the Schedule.
- “S” is the sum of (a), (b), and (c) below, (these amounts are also included in “T”)
  - a) the amounts actually expended and substituted for any Prime Cost sums,
  - b) the value of any work done by Nominated Subcontractors,
  - c) the value of any work done against Provisional Sums,
  - d) the value of any extra or additional work done under a Variation Order, where special arrangements for price adjustments in respect of those amounts are made and recorded at the time that the work was ordered.
- “W” is the amount (also included in “T”) that is claimed for any “Day work” executed at Cost, plus percentage allowances, if any, allowed for in the Specifications.
- “Ap” is the sum of all “Ac” amounts previously paid in respect of all Payment Certificates preceding the Payment Certificate under consideration.

#### **Assessment of indices if payment certificates are not submitted monthly**

If more than one month intervenes between the month applicable to any previous payment certificate and the month applicable to the immediately succeeding payment certificate, then the index applicable to the succeeding Payment Certificate shall be taken as the arithmetic mean, rounded off to the second decimal place of the relevant indices applicable to the month of measurement and to such intervening months.”

#### **14.1 The Contract Price**

*Add the following new clause (e):*

- “(e) the Contractor shall submit to the Employer within 28 days after the Commencement Date a full breakdown of all rates. The Employer may take account of the breakdown when evaluating claims and making Determinations.”

#### **14.3 Application for Interim Payment Certificates**

*In the 1st line of the 1st paragraph, delete “in six copies.”*

*In the 4th line of the 1st paragraph, change “the report” to “reports.”*

*In the 2nd paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site”*

*Add the following as a final paragraph:*

“If, as stated in the Appendix to Tender, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Appendix to Tender.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Appendix to Tender.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”

#### **14.5 Plant and Materials intended for the Works**

*In the 1st paragraph delete “If this Sub-Clause applies”.*

*In the 1st paragraph, after the words, “... sent to the Site for incorporation in the Permanent Works,” add “or if so agreed in writing by the Employer, Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site, and clearly demarcated and identified it as the Employer’s property,”*

*Delete the 2nd paragraph.*

*In the existing 3rd paragraph add under sub-paragraph (a):*

- “(iii) ensured that the relevant Plant and Materials have been delivered to and are properly stored on the Site, are protected against, loss, damage, deterioration, and appear to be in accordance with the Contract; and
- (iv) provided proof of ownership of the Plant and Materials; and
- (v) for Plant and Materials kept off-site, clearly demarcated and identified it as the Employer’s property.”

*In the existing 3rd paragraph, delete sub-paragraphs (b) and (c)*

#### **14.6 Issue of Interim Payment Certificates**

*In the 2nd line of the 1st paragraph replace “28” with “14”*

*Add the following new sentences at the end of the 1st paragraph:*

“No Interim Payment Certificate will be issued or paid unless the monthly progress reports in accordance with amended Sub-Clause 4.21 [Progress Reports] are not submitted. After the Employer has certified the Interim Payment Certificate, the Contractor shall issue a tax invoice to accompany the certified Interim Payment Certificate.

All accounts presented for payment shall be according to the Employers prescribed format with proof of ITIS data capture.”

#### **14.7 Payment**

*In sub-paragraphs (b) and (c) of the 1st paragraph replace “56” with “28”.*

In sub-paragraphs (b) of the 1st paragraph replace “supporting documents” with “all supporting documents required in terms of the Contract;”

*Delete the 2nd paragraph.*

#### **14.8 Delayed Payment**

*Replace the 2nd paragraph with the following:*

“These financing charges shall be calculated at the simple annual rate of two percentage points above the prime lending rate of the South African Reserve Bank.”.

*In the 3rd paragraph, replace “... entitled to this payment without formal notice ...” with the following:*

“... entitled to this payment with formal notice ...”

#### **14.9 Payment of Retention Money**

*In the 1st sentence of the 1st paragraph, after the word “Works”, add the following:*

“and all outstanding work and defects as stated in the Taking-Over Certificate have been completed”

#### **14.10 Statement at Completion**

*In the 2nd line of the 1st paragraph delete “six” and replace with “three”.*

#### **14.11 Application for Final Payment Certificate**

*In the 2nd line of the 1st paragraph delete “six” and replace with “three”.*

#### **15.1 Notice to Correct**

*Add the following at the end of the paragraph:*

“The Notice to correct shall:

- a) describe the Contractor’s failure;
- b) state the Sub-clause and/or provisions of the Contract under which the Contractor has the obligation; and
- c) specify the time within which the Contractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

After receiving a Notice to Correct the Contractor shall immediately respond by giving a Notice to the Employer describing the measures the Contractor will take to remedy the failure and stating the date on which such measures will be commenced in order with the time specified in the Notice to correct.

The time specified in the Notice to Correct shall not imply any extension of Time for Completion.”

#### **15.2 Termination by the Employer**

*In the 1st paragraph replace the 1st sentence with the following:*

"The Employer shall be entitled to give a Notice to Terminate to the Contractor of the Employer's intention to terminate the Contract or, in the case of sub-paragraph e), f), g) or h) below, a Notice of Termination, if the Contractor:"

*In sub-paragraph (d), after the words "...the requirement agreement," add the following "fails to disclose its subcontractor agreements,"*

*In sub-paragraph (e), after the words "... or carries on business under a receiver," add the following "or under a business rescue practitioner,"*

*Delete the word "or" at the end of sub-paragraph (e) and replace sub-paragraph (f) with the following:*

- "(f) gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
  - ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,

or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination,"

*Add the following sub-paragraphs:*

- "(g) misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents; or
- (h) acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked."

*Replace the 2nd paragraph with the following:*

"Unless the Contractor remedies the matter described in the Notice to Terminate above within 14 days of receiving the Notice to Terminate, the Employer may by giving a Notice of Termination to the Contractor immediately terminate the Contract. The date of termination shall be the date stated in the Notice of Termination.

In the case of sub-paragraph e), f), g) or h) the Employer may by giving a Notice of Termination immediately terminate the Contract and the date of termination shall be the date of the Notice of Termination."

## **17.1 Indemnities**

*In the 1st paragraph delete "and" at the end of sub-paragraph (b)(i).*

*Delete the full stop at the end of sub-paragraph (b)(ii) and substitute "," and insert the following sub-paragraphs:*

- "(c) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
- i) all or any of the Contractor's Personnel or ex-Personnel as a result of a dispute between all or any of the Contractor's Personnel or dismissed Contractor's Personnel and the Contractor, or all or any of the Subcontractor's Personnel and the Subcontractor, and
  - ii) all or any of the Contractor's Suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works,
- (d) any unlawful, riotous, or disorderly conduct by or amongst the Contractor's Personnel or dismissed Contractor's Personnel,

- (e) any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment,
- (f) all damages, losses, and expenses (including legal fees and expenses) resulting from the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
  - i) all or any of the Contractor's workforce (or dismissed Contractor's Personnel) as a result of a dispute between all or any of the Contractor's Personnel (or dismissed Contractor's Personnel) and the Contractor; or
  - ii) all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works, and
- (g) harm or damage to the environment caused in the performance of the Works."

*Add the following final paragraphs:*

"To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [Contractor's General Obligations], and/or any other design under the Contract, the Contractor shall also indemnify and hold harmless the Employer against all acts, error or omissions by the Contractor in carrying out the Contractor's design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall indemnify the Employer against any liability for physical damage incurred to, or loss of, property within the Site identified in the Contract as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment."

#### **17.4 Consequences of Employer's Risks**

*In the 1st sentence of the 2nd paragraph, insert "to the Works, Good or Contractor's Documents" after the word "damage".*

#### **17.6 Limitation of liability**

*In the 3rd line of the 1st paragraph delete the remainder of the sentence after the comma and substitute:*

"other than as specifically provided for in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 12.5 [Non-compliance Damages]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4 [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights]."

#### **18.2 Insurance for Works and Contractor's Equipment**

*In the 4th paragraph, delete the wording of sub-paragraph (d) and replace with the following:*

- "(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (g) and (h) of Sub-Clause 17.3 [Employer's Risks], and shall include insurance with the South African Special Risks Insurance Association (SASRIA) that cover loss or damage from the risks listed in sub-paragraph (c) of Sub-Clause 17.3 [Employer's Risks], and"

#### **19.1 Definition of Force Majeure**

*In the 3rd line of sub-paragraph 19.1(iii) insert "or suppliers," after the word "Subcontractors".*

#### **19.4 Consequences of Force Majeure**

*Insert the following after the 1st paragraph:*

"If, however, the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure events of the kind listed in clause 19.1 sub-paragraph (iii), the Contractor shall not be entitled to any extension of time for any such delay and shall not be entitled to payment of any such Cost, if all the following conditions are not satisfied:

1. The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and
2. The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and
3. The Contractor has reported all threats and unlawful conduct to the South African Police Service; and
4. The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and
5. The Contractor has exhausted all available legal and other remedies to ensure that the court order is enforced."

### **19.5 Force Majeure Affecting Subcontractor**

*Amend the title to read "Force Majeure Affecting Subcontractor and supplier".*

*In the 1st line insert "or supplier" after the word "Subcontractor"*

### **20.1 Contractor's Claims**

*Insert the following prior to the 1st paragraph:*

"Where any period stated within clause 20.1, 20.2, 20.3 or 20.4 falls over the annual shut-down period between December and January, then an additional 28 days is to be added to the period stated."

*Insert the following at the end of the 5th paragraph:*

"The Time for Completion shall not be extended, and the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim, in the event that the Contractor fails to submit a fully detailed claim within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as approved by the Engineer, or in the event of the claim having a continuing effect:

- (a) fails to submit monthly interim claims; or
- (b) fails to submit a final claim within the 28 days after the end of the effects resulting from the event or circumstance."

*In the 1st sentence in the 6th paragraph, add "fully detailed" before the wording "claim or any further particulars..."::*

*Insert the following after the 6th paragraph:*

"If the Engineer does not respond within the timeframe defined in this Sub-Clause, the claim is deemed to be disapproved by the Engineer. If a Party wants to dispute the Engineer's approval or disapproval, the Party shall notify the other Party of its intention to dispute within 56 days after the timeframe has expired. If the other Party is not notified within the required period or within such other period as may be proposed by the one Party and approved by the other Party, the Parties shall be deemed to have agreed with the Engineer's approval or disapproval and the Parties shall have no further claim regarding the same event or circumstance."

*Insert the following as the beginning of the 8th paragraph:*

"Within the period of 42 days defined in the 6th paragraph or within such other period as may be proposed by the Engineer and approved by the Contractor, ....."



## **20.2 Appointment of the Dispute Adjudication Board**

*In the 2nd paragraph, replace the full stop at the end of the 1st sentence with a comma and add the following:*

“, each of whom shall be fluent in the language for communication defined in the Contract and shall comply to the requirements as Stated in the Appendix to Tender.”

## **20.3 Failure to Agree Dispute Adjudication Board**

*In the 1st paragraph under b), insert a comma after the trailing bracket and insert the following:*

“...), or fails to approve a member nominated by the other Party,”

## **20.4 Obtaining Dispute Adjudication Board's Decision**

*Add the following three new paragraphs before the 1st paragraph:*

“If the Parties so agree, and there is a standing DAB, they may jointly request (in writing, with a copy to the Employer) the DAB to provide assistance and/or informally discuss and attempt to resolve any issue or disagreement that may have arisen between them during the performance of the Contract. If the DAB becomes aware of an issue or disagreement, it may invite the Parties to make such a joint request.

Such joint request may be made at any time, except during the period that the Employer is carrying out his/her duties under Sub-Clause 3.5 [Determination] on the matter at issue or in disagreement unless the Parties agree otherwise.

Such informal assistance may take place during any meeting, Site visit or otherwise. However, unless the Parties agree otherwise, both Parties shall be present at such discussions. The Parties are not bound to act on any advice given during such informal meetings, and the DAB shall not be bound in any future dispute resolution process, or decision by any views or advice given during the informal assistance, whether provided orally or in writing.”

*Add the following after the 1st paragraph:*

“If a Party wants to dispute the Engineer's Determination given in accordance with Sub-Clause 3.5 [Determinations], the Party shall notify the other Party of its intention to dispute within 56 days of the Engineer's Determination. If the other Party is not notified within this period or within such other period as may be proposed by the one Party and approved by the other Party, the Parties shall be deemed to have agreed with the Engineer's Determination and the Parties have no further right to dispute the Determination.

If there is a DAB appointed, the dispute details and supporting information shall be submitted to the DAB within 84 days after the Engineer has made the Determination. If the dispute details and supporting information is not submitted within this period or within such other period as may be proposed by the one Party and approved by the other Party, it shall be deemed that the DAB gave a decision supporting the Engineer's Determination.

If there is no DAB appointed, the Parties shall proceed to appoint a DAB in terms of Sub-Clause 20.2 [Appointment of the Dispute Adjudication Board]. The dispute details and supporting information shall be submitted to the DAB within 56 days after the DAB is appointed. If the dispute details and supporting information is not submitted within this period or within such other period as may be proposed by the one Party and approved by the other Party, it shall be deemed that the DAB gave a decision supporting the Engineer's Determination.”

*In the 1st sentence of the 4th paragraph, after “84 days after receiving such reference”, add the following:*

“or for disputes on the Engineer's Determination, after receiving full details and supporting information,””

## **20.5 Amicable Settlement**

*In the 1st and 2nd sentence, replace the word “arbitration” with “litigation”*

## **20.6 Arbitration**

*Replace this Sub-Clause with the following:*

“20.6 Litigation

Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be settled by litigation in the High Court having jurisdiction over the dispute.

Unless otherwise agreed by both Parties:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) nothing shall disqualify the Engineer from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any determination, decision, order, instruction, certificate or valuation of the Engineer, and any decision of the DAB, relevant to the dispute.”

## **20.7 Failure to comply with Dispute Adjudication Boards’ Decision**

*Replace “arbitration” in the last paragraph with “litigation”*

## **20.8 Expiry of Dispute Adjudication Board’s Appointment**

*Replace “arbitration” in subparagraph (b) with “litigation”*

## **APPENDIX General Conditions of Dispute Adjudication Agreement**

*Add the following as a 1st paragraph:*

“The “Dispute Adjudication Agreement” shall be in the form of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, and the Conditions of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

## **Annex PROCEDURAL RULES**

*Add the following as a 1st paragraph:*

“The Procedural Rules as contained in the Dispute Adjudication Agreement contained in PART F: of the Specifications, shall apply.”

**C1.3.2 APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER****Notes to tenderer:**

1. This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract.
2. Clause numbers (Cl. No.) refer to the FIDIC Conditions of Contract. The prefix A refers to an amendment to these conditions.

<b><u>Item</u></b>	<b><u>Cl No</u></b>	<b><u>Data</u></b>
Employer	1.1.2.2	<p>means the South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.</p> <p>The Employer's address is:  The South African National Roads Agency SOC Limited  48 Tambotie Avenue  Val De Grace  Pretoria, 0184</p>
Contractor	1.1.2.3	The Contractor will be the Service Provider in terms of TMH 3 and TMH 14.
Engineer	1.1.2.4	<p>The Engineer will be a senior engineer of SANRAL duly appointed by the Employer to fulfil the duties and obligations of the Engineer.</p> <p>The address to be used for this contract is:</p> <p><i>Physical address:</i>  The South African National Roads Agency SOC Limited  48 Tambotie Avenue  Val De Grace  Pretoria, 0184</p> <p><i>Postal address:</i>  P.O Box 415  Pretoria  0001</p>
Time for Completion	1.1.3.3.	60 months maximum (including the contractor's holidays in December and January) of which 9 months maximum will be the Mobilisation Period
Defects for notification period	1.1.3.7	Not applicable

<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
Mobilisation Period	A1.1.3.10	9 months maximum commencing on the Commencement Date.
Electronic transmission system	1.3	Email
Communications	1.3	<p>The addresses for communication between the parties shall be:</p> <p><b>Employer:</b></p> <p><b>Physical address:</b>  The South African National Roads Agency  SOC Limited  48 Tambotie Avenue  Val De Grace  Pretoria, 0184</p> <p><b>Postal address:</b>  P.O Box 415  Pretoria  0001</p>
Law and Language	1.4	The law governing this Contract is South African law.
Access to the site	2.1	As stated in the Form of Acceptance
Performance Security	A4.2	One Performance Security totalling 1% of the Accepted Contract Amount (excluding VAT) is required.
Contractor's Representative	4.3	<p>The Project Manager shall be; employed full time on the Works, the single point accountability and responsible for the management of the works.</p> <p>Where the Project Manager will not be employed on the Works full time, his powers will be delegated to the approved project manager in accordance with Clause 4.3 of the Conditions of Contract.</p>
Subcontractors and suppliers	A4.4	The percentage of the contract value that may be sublet shall not exceed 50% if the Targeted Enterprises subletting target is equal or less than 30% and not exceed 70% if the Targeted Enterprises subletting target is more than 30%.
Access Route	4.15	Not applicable
Nominated Subcontractor	5	The nominated subcontractor for this contract will be Mikros Traffic Monitoring (Pty) Ltd which is only applicable during the mobilisation period.

<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
Payments to nominated Subcontractors		The Nominated Subcontractor must provide their payment certificate five (5) working days after the end of the month to the Employer for approval.
Contract Requirements for Nominated Subcontractors	A5.5	Current Service Provider for the purposes of this contract will become a nominated subcontractor during the mobilisation period.
Rates of Wages and Conditions of Labour	A6.2	The Service Provider and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour
Special non-working hours/days	A6.5	a) Day before Easter Weekend b) Day of State school term closure and day prior to State school term start c) Between sunset and sunrise
Contractor's Personnel	A6.9	The Contractor shall provide the key personnel (as indicated in Form 0 - Appendix to Tender: Contract Data – Information Provided by the Tenderer).  Where the key personnel are no longer available to undertake the necessary work after the award of the contract, the Contractor shall within a period of 14 working days replace the key personnel stated in the Appendix to Tender with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.
Plant, Materials and Workmanship	7.	Chapter 7 must be replaced by Part 1: Certification and Quality Assurance Requirements of TMH 3.
Commencement Date	A8.1	Not prior to the date of Access to Site and not later than 1 Month after the end of Mobilisation Period.
Period in which Works must commence	A8.1	Not prior to the Commencement Date
Programme submission	A8.3	One paper copy and one electronic copy
Date(s) of access	A8.3(b)	As per clause 2.1 Access to site

<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
Special non-working days	A8.3(h)	As per clause 6.5 Working hours
Embargo hours and days	A8.3(l)	a) Day before Easter Weekend b) Day of State school term closure and day prior to State school term start c) Between sunset and sunrise
Restricted working conditions	A8.3(m)	Not applicable
Extension of time for completion	A8.4	No extension of time will be given for adverse climatic conditions.
Delays caused by Authorities	8.5	Not applicable
Delay damages	A8.7	Not applicable
Other Non-compliance Charges	A8.7(b)	Other Non-compliance charges as per Table 4 in Part C3.
Consequences of Suspension	8.9	Not applicable. Addressed in TMH 3 Par 21.6.
Payment for Plant and Materials in event of suspension	8.10	Not applicable
Prolonged Suspension	8.11	Not applicable
Tests on Completion	9	Not applicable. All data will be subjected to quality tests as specified in TMH 3. Only good quality data will be accepted and paid for.
Employer's Taking Over	10	Not applicable.
Defects Liability	11	Not applicable except for clause 11.9. A Performance Certificate will be issued by the Employer at the end of the contract period.
Evaluation	A12.3	The term "fixed rate item" shall apply to all items of work listed in the Pricing Schedule (Including agreed items of work listed in Works Authorisations).
Provisional Sums	A13.5	5%
Daywork allowances	13.6	Not required (Dayworks provided for in the pricing schedule)
Special materials	A13.8	Not applicable
Adjustments for Changes in Cost	A13.8	Statistical Release P0141, Table B as published by Statistics South Africa  Base date for this contract is 28 days prior to the closing date of tender.  x = 0.15

<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
Retention money: Percentage	A14.3(c)	5% of value of completed work
Limit	A14.3(c)	R 300 000.00
Guarantee	A14.3(c)	No retention guarantee required
Minimum amount of interim payment certificate	A14.6	Not applicable
Time period for submission of evidence of insurance and copies of insurance	18.1	As stated in the Form of Acceptance
Minimum Insurance cover for Injury to persons and Damage to Property	18.3	R 20,000,000.00
Payment items for calculation of Cost for Extension of Time	A20.1	No Extension of Time will be given.
Appointment of DAB	A 20.2	<p>The Ad-hoc DAB shall comprise of 1 Member and its appointment to be not later than 30 days after the dispute arises between Parties to allow for an ad-hoc DAB.</p> <p>The minimum requirements for the DAB members are as follows:</p> <p>Member to be a Pr.Eng with more than 20 years' experience in the type of works involved in the Scope of Works, and with a formal qualification in adjudication, arbitration, or contract law and experience in Dispute Resolution as per the FIDIC Conditions of Contract .</p> <p>No monthly retainer fee or a daily fee will be paid. Fees will be paid per invoice submitted to the Employer as required.</p>
Appointment (if not agreed) to be made by	A 20.3	The President of SAICE or a person appointed by the SAICE President

**PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT**

<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
Employer's Fourteen Point Plan	D1.1.1	The Employer's 14 principles as implemented in conventional contracts are only for information purposes. This contract will make

<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
		<p>use of established PLCs within the Routine Road Maintenance contracts.</p> <p>The Service Provider will only make use of the PLCs to source Targeted Labour. The following clauses are still applicable to this contract, but the Service Provider will fulfil the role of the PLC: 8, 9, 10, 11, 12, 13 and 14.</p>
Target Area(s)	D1.2.1(p)	For Targeted Labour: Use relevant RRM PLC.
Target Group	D1.2.1(t)	<p>Target Group for Targeted Labour:</p> <ul style="list-style-type: none"> <li>a. black designated groups;</li> <li>b. black people;</li> <li>c. women;</li> <li>d. people with disabilities</li> </ul>
Contract Participation Goals (CPG)	D1.3.4	30% of traffic monitoring. See paragraph <b>D1.3.4</b> for more detail.
Targeted Labour of which minimum contributions by the following Target Groups:		<p>The Service Provider will only make use of the applicable RRM contract's PLCs to source Targeted Labour with specific reference to the following activities:</p> <ul style="list-style-type: none"> <li>• Flagmen</li> <li>• Trenching</li> <li>• General labour duties</li> </ul> <p>Minimum of 5%</p>
a) black designated groups;		
i) Black people who are youth		30% of targeted labour value
b) Women;		30% of targeted labour value
Targeted Enterprise		<p>EME or QSE with 51% or more black ownership:</p> <p>The amount of work expressed as a percentage of the tendered contract value (incl. VAT, excl. provisional and prime cost sums but including site staff salaries) that will be undertaken by a Targeted Enterprise(s) selected by the Service Provider, shall be a minimum of 30% (thirty percent) unless the tenderer is an EME or a QSE with a B-BBEE contributor status level of 1 or 2, in which case there are no sub-contracting requirements.</p> <p>The Final Contract Value include the value of scheduled work and extra work but exclude any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT</p>



<b><u>Item</u></b>	<b><u>CI No</u></b>	<b><u>Data</u></b>
Stakeholder and Community Liaison and Social Facilitation	D1.4.3	This contract will make use of established PLCs within the applicable Routine Road Maintenance contracts.
CIDB Registration		Applicable to subcontractors doing construction work only. Subcontractors must be registered with the CIDB within 1 year after the award of the contract.

### **C1.3.3 APPENDIX TO TENDER: CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER**

#### **Note to tenderer:**

**This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract**

#### **1. FIDIC CONDITIONS OF CONTRACT**

##### **1.a Clause 1.3: Communications**

The Service Provider is .....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

Email: .....

##### **1.b Clause 4.3: Service Provider**

The authorised and designated representative of the Contractor is:

Name: .....

##### **1.c Clause A6.9: Service Provider**

The Contracts Director of the Service Provider is:

Name: .....

Professional Registration: .....

Years' experience: .....

The Project Manager of the Service Provider is:

Name: .....

Professional Registration: .....

Years' experience: .....

The Data Manager of the Service Provider is:

Name: .....

Professional Registration: .....

Years' experience: .....

2. **OTHER CONTRACT INFORMATION**

2.a .....

2.b .....

3. **INFORMATION REQUIRED FOR THE PUBLICATION OF TENDER RESULTS AS PER NATIONAL TREASURY NOTE**

Name of Directors	Appointment Date	Designation

SIGNED BY TENDERER: .....

## **C1.4 OTHER STANDARD FORMS**

### **C1.4.1 AGREEMENT IN TERMS OF THE OCCUPATION HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Employer") on the one part, herein represented by ..... compiler to insert  
in his capacity as ..... compiler to insert  
and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .....  
(hereinafter called "the Mandatary") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz.

#### **CONTRACT SANRAL 53000/1002/2022/LT FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE**

and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and has appointed the Mandatary in terms of Regulation 5(1)(k) of the Construction Regulations 2014, and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
  - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatary declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandataries and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

- b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant, and equipment in accordance with The Act.
- 5. The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
- 6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7. The Mandatary undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE MANDATARY .....

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

C1.4.2 PERFORMANCE SECURITY - DEMAND GUARANTEE

To: The South African National Roads Agency SOC Limited  
PO Box 415  
Pretoria  
0001

**Note to tenderer:**  
**This pro forma is for information only. The successful tenderer's guarantor will need to reproduce the Performance Security without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this proforma will be issued to the successful tenderer with the letter of acceptance.**

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

1. I/We , the undersigned, ..... and .....  
in our respective capacities as .....  
and .....  
and as such duly authorised to represent: .....  
(hereinafter referred to as "the Guarantor") **in the case of a company, a resolution to be attached**  
do hereby hold at your disposal the amount of .....  
(R.....), for the due fulfilment by .....  
**insert the name of Contractor** (hereinafter referred to as "**the Contractor**") of its obligations to The South African National Roads Agency SOC Limited (hereinafter referred to as "**SANRAL**") in terms of the above stated contract between the Contractor and SANRAL ("**the Contract**").
2. Notwithstanding anything to the contrary, the Guarantor hereby irrevocably undertakes and agrees to pay SANRAL the maximum sum of **R [●]** (excluding VAT) (the "**Guaranteed Sum**") on receipt of a written demand for payment, signed by an authorised representative of SANRAL whose authority need not be proved for purposes of a demand, stating that the Contractor has failed to comply with its obligations in respect of the Contract and specifying the amount to be paid by the Guarantor to SANRAL. The demand shall be binding on the Guarantor and the Guarantor shall not be entitled to require SANRAL to establish a claim (or claims) under the guarantee but will pay the sum demanded immediately without any objection.
3. The Guarantor's liability under this guarantee is of a principal nature, unconditional and separately enforceable against the Guarantor, and this guarantee is not subject to the terms of the Contract or any other agreement. The Guarantor's liability hereunder shall not be reduced or in any way be affected by the release, cancellation, or alteration of the terms of the Contract, or by any other arrangements between the Contractor and SANRAL other than as expressly contemplated under this guarantee.
4. The Guarantor will pay on demand under this guarantee without reference to the validity of the demand or the correctness or otherwise of the amount demanded up to and including the Guaranteed Sum, without becoming party to any claim or dispute of any nature which any party may allege.
5. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
6. The Guaranteed Sum, or such portion as may be demanded, may be retained by SANRAL on condition that after completion of the service, as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised, and refund to the Guarantor any balance due.

7. This guarantee is neither negotiable nor transferable and:
- a) must be surrendered to the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 6 above, or
  - b) shall lapse after the Engineer has certified that the Contractor has executed and completed the Works and all defects have been remedied and the Performance Certificate has been issued in terms of the Conditions of Contract and
  - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the Guaranteed sum, and
  - d) any reference in this guarantee to the above Contract/works 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 Suretyship
8. The cancellation of, or any change to the terms and/or conditions of this guarantee, must first be agreed to in writing by SANRAL, the Contractor and the Guarantor.
9. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT .....

ON THIS ..... DAY OF ..... 20.....

GUARANTOR: .....

ADDRESS: .....

.....

AS WITNESSES: 1 ..... 2 .....

NAMES (PRINT) 1 ..... 2 .....

C1.4.3 FORM OF NOTIFICATION OF CONSTRUCTION WORK WITH DEPARTMENT OF LABOUR

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

Annexure 2

Occupational Health and Safety Act, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

.....  
.....

(b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3. (a) Name and postal address of client:

The South African National Roads Agency SOC Limited, Insert Regional office postal address

(b) Name and telephone number of client's contact person or agent:

Client: enter Project Manager name and telephone number

Agent: enter company, Engineer name and telephone number

4. (a) Name and postal address of designer(s) of the Project: enter company name

.....  
.....

(b) Name and telephone number of the designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of Regulation 8(1):

.....

6. Name(s) of principal contractor's subordinate supervisors on site appointed in terms of Regulation 8(2):



.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of construction work:

.....

.....

9. Expected commencement date: .....

10. Expected completion date: .....

11. Estimated maximum number of persons on the construction site:

Total: ..... Male: ..... Female:

12. Planned number of contractors on the construction site accountable to the principal contractor:

.....

13. Name(s) of contractors already selected:

.....

.....

.....

.....

.....  
PRINCIPAL CONTRACTOR DATE

.....  
CLIENT'S AGENT (where applicable) DATE

.....  
CLIENT DATE

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

**C1.4.4 FORM OF BANKING DETAILS**

**Notes to Contractor:**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

- 1. The Employer applies an Electronic Funds Transfer system for all payments.
- 2. If you are already registered as a vendor with the Employer, you are required to confirm your banking details in the form below but are not required to submit the documentation as per note 3.a) and 3.b).
- 3. If you are not registered as a vendor with the Employer, you are required to supply:
  - a) a completed SANRAL Vendor Application Form (to be obtained from the relevant Regional Project Manager); or
  - b) an original cancelled cheque bearing your company name and account number; or
  - c) if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 1.3 of C1.3.2 - Information provided by the Employer, delivered by hand or sent by post.

To:  
The South African National Roads Agency SOC Limited  
48 Tambotie Avenue  
Val de Grace  
Pretoria  
0184

Dear Sir

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

**BANKING DETAILS**

By signing this document, we accept the following:

- The banking details submitted are those of *Note to compiler: Insert name of successful contractor* and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account Name: .....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number: .....

Yours sincerely

.....  
Authorised Signatory for *Note to compiler: Insert name of successful contractor*  
DATE: .....

**C1.4.5 TAX COMPLIANCE PERMISSION DECLARATION**

**Note:**  
In terms of National Treasury Instruction No 9 of 2017/2018 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the contractor and subcontractors are required to provide the Employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) System to verify and continuously track the tax compliance status of all persons conducting business with the State.

The Contractor shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of .....  
..... (name of company)  
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited (SANRAL) our tax compliance status on an ongoing basis for the contract term.

For this purpose, our unique security personal identification number (PIN) is ..... ,  
our tax reference number is ..... and our tax clearance certificate number is .....

In addition, the Contractor shall obtain written consent from each of its subcontractors, undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing basis during the contract term, disclose the subcontractors' tax compliance status to the Employer. For this purpose, the Contractor shall provide the Employer with the unique security personal identification number (PIN), tax reference number and tax clearance certificate for each of its subcontractors, undisclosed principals and partners involved in this contract.

SIGNATURE: .....

DATE: .....

**C1.4.6 APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF SECTION 5.1(k) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993**

**APPOINTMENT OF PRINCIPAL CONTRACTOR BY CLIENT (EMPLOYER)**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Client")  
on the one part, herein represented by ..... *compiler to insert*  
in his/her capacity as ..... *compiler to insert*  
and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of  
Act No. 7 of 1998, and .....  
(hereinafter called "the Principal Contractor") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Client is desirous that certain works be constructed, viz. CONTRACT SANRAL .....

*insert contract number* for ..... *insert contract description*

and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of the works.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
  - (i) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
  - (ii) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Principal Contractor declares himself to be conversant with all the requirements and standards of the Occupational Health and Safety Act (Act 85 of 1993) together with its amendments and incorporated Regulations, hereinafter referred to as "The Act", and with special reference to the Construction Regulation Section 7: Duties of Principal Contractor and Contractor.
4. The Principal Contractor is responsible for the compliance with the Act by all his subcontractors and suppliers when entering the construction site, whether or not nominated and/or approved by the Client.
5. The Principal Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor warrant that adequate provision has been made for the cost of health and safety measures during the execution of the project, and that sufficient resources (including competent personnel) are available to carry out the construction work safely.

7. The Principal Contractor warrants that that the Employer/Client has carried out his duties in terms of Construction Regulation 5.1(a)(b)(f):
- (i) Section 5.1(a): A baseline risk assessment for the intended construction work was prepared by the client and included in the tender documentation.
  - (ii) Section 5.1(b) & (f): A suitable, sufficiently documented, and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment was included in the tender documentation.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR .....

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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## **PART C2: PRICING DATA**

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PART C2: PRICING DATA

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**C2.1 PRICING INSTRUCTIONS**

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions in this document.

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Workday

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit:	The unit of measurement for each item of work as defined in this document.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Contractor tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Prime cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to



cover all the tenderer's handling, supervision, and liability costs in providing the item or services. Any percentage adjustment or lump sum mark-up against the Prime cost for handling fee, profits, etc. shall not be negative.

**Provisional Sum:** Means a sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials, or services under sub-clause 13.5 (Provisional sums). Any percentage adjustment or lump sum mark-up against the Provisional Sum for handling fee, profits, etc. shall not be negative.

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 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.sabs.co.za](http://www.sabs.co.za) for information standards)
- C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant pay item numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges, and profit components.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The pricing schedules are provided electronically. A printout of the entire completed pricing schedule must be signed and scanned and saved in .pdf format, and an electronic copy of the priced pricing schedule must be saved in Excel format and the printed copy bound. In the event of any discrepancy between the signed .pdf copy, and the electronically submitted copy in Excel format, and the printed hard copy the tender rates in the printed hard copy will govern. The item numbers and description of the .pdf document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description, and quantities of the issued document will govern.

C2.1.13 The tender shall be declared non-responsive if:

- the Form of offer is submitted but the Pricing Schedule is omitted where rate only items are applicable
- If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer, or
- Only summary of Pricing Schedule submitted

**C2.2 PRICING SCHEDULE (INCORPORATING SBD3)****C2.2.1 PACKAGE A: NORTHERN REGION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE A - NORTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>PART C3: SCOPE OF WORKS</b>					
<b>C3.3.7: ESTABLISHMENT AND TIME RELATED OBLIGATIONS</b>					
C3.3.7.(a)	Establishment for a data collection service	Lump Sum	1		R0.00
C3.3.7.(b)	Time related obligations				
C3.3.7.(b)(i)	Mobilisation Period	Month	9		R0.00
C3.3.7.(b)(ii)	Execution of the works	Month	51		R0.00
C3.3.7.(c)	Monthly reporting cost	Month	60		R0.00
C3.3.7.(d)	Health and safety obligation	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.7</b>				<b>R0.00</b>
<b>C3.3.10 ACCOMMODATION OF TRAFFIC</b>					
C3.3.10.(a)	Compliance with traffic accommodation requirements	Month	60		R0.00
C3.3.10.(b)	Penalty for non-compliance with SARTSM	Number		-R 2 000.00	R 0.00
	<b>SUBTOTAL FOR SECTION C3.3.10</b>				<b>R0.00</b>
<b>C3.3.11 INSTALLATION OF SENSORS</b>					
C3.3.11.(a)	Installing road sensors for Type C1				
C3.3.11.(a)(i)	1 Lane	Number	2		R0.00
C3.3.11.(a)(ii)	2 Lanes	Number	64		R0.00
C3.3.11.(a)(iii)	3 Lanes	Number	6		R0.00
C3.3.11.(a)(iv)	4 Lanes	Number	32		R0.00
C3.3.11.(a)(v)	5 Lanes	Number	2		R0.00
C3.3.11.(a)(vi)	6 Lanes	Number	34		R0.00
C3.3.11.(a)(vii)	7 Lanes	Number	3		R0.00
C3.3.11.(a)(viii)	8 Lanes	Number	2		R0.00
C3.3.11.(b)	Installation of concrete bases	Number	145		R0.00
C3.3.11.(c)	Removal of old concrete bases	Number	50		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.11</b>				<b>R0.00</b>

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE A - NORTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>C3.3.12 INSTRUMENT HOUSINGS</b>					
C3.3.12.(a)	Supply and Installation of strengthened housings	Number	20		<b>R0.00</b>
<b>C3.3.13 SUPPLY AND INSTALLATION OF STATION INFORMATION PLATES</b>					
C3.3.13.(a)	Supply and installation of new station information plates on new poles	Number	145		R0.00
C3.3.13.(b)	Supply and installation of replacement station information plates on existing poles	Number	50		R0.00
C3.3.13.(c)	Removal of station information plates and poles	Number	30		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.13</b>				<b>R0.00</b>
<b>C3.3.14 DAY WORKS</b>					
<b>C3.3.14.(a)</b>	<b>Provision for unspecified Day Work</b>	Prov. Sum	1	R 100 000.00	R100 000.00
C3.3.14.(a)(i)	Contractors mark up on unspecified day works	Percent			R0.00
<b>C3.3.14.(b)</b>	<b>Transport</b>				
C3.3.14.(b)(i)	Light delivery vehicle	km	2500		R0.00
C3.3.14.(b)(ii)	Up to 5 ton truck	km	500		R0.00
C3.3.14.(b)(iii)	Up to 2 ton Trailer	km	2000		R0.00
<b>C3.3.14.(c)</b>	<b>Procurement of materials</b>	Prov. Sum	1	R 50 000.00	R50 000.00
C3.3.14.(c)(i)	Overhead charges and profit in respect of Subitem C.3.3.12.(c)	Percent			R0.00
<b>C3.3.14.(d)</b>	<b>Labour</b>				
C3.3.14.(d)(i)	Labourer	Hours	250		R0.00
C3.3.14.(d)(ii)	Unqualified Supervisor or Technician	Hours	250		R0.00
C3.3.14.(d)(iii)	Qualified Technician	Hours	100		R0.00
C3.3.14.(d)(iv)	Highly qualified Technical Specialist	Hours	100		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.14</b>				<b>R150 000.00</b>
<b>C3.3.16 LONG-TERM MONITORING</b>					
<b>C3.3.16.(a)</b>	<b>Monitoring Stations (Type C1)</b>				
C3.3.16.(a)(i)	1 Lane	Station-Days	2 070		R0.00
C3.3.16.(a)(ii)	2 Lanes	Station-Days	113 850		R0.00

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE A - NORTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
C3.3.16.(a)(iii)	3 Lanes	Station-Days	10 350		R0.00
C3.3.16.(a)(iv)	4 Lanes	Station-Days	55 890		R0.00
C3.3.16.(a)(v)	5 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(vi)	6 Lanes	Station-Days	60 030		R0.00
C3.3.16.(a)(vii)	7 Lanes	Station-Days	4 140		R0.00
C3.3.16.(a)(viii)	8 Lanes	Station-Days	2 070		R0.00
<b>C3.3.16.(b)</b>	<b>Penalties</b>				
C3.3.16.(b)(i)	Timeliness of repairs (C3.3.7.3)	Sum		-R 1 000.00	R 0.00
C3.3.16.(b)(ii)	Timeliness of data submission (TMH 3 - 19.5)	Sum		-R 500.00	R 0.00
	<b>SUBTOTAL FOR SECTION C3.3.16</b>				<b>R0.00</b>
<b>C3.3.17 CERTIFICATION</b>					
C3.3.17.(a)	System Supplier Certification	Prov. Sum	1	R 200 000.00	R200 000.00
C3.3.17.(a)(i)	System Supplier's mark-up	Percent			R0.00
C3.3.17.(b)	Service Provider Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(b)(i)	Service Provider's mark-up	Percent			R0.00
C3.3.17.(c)	Targeted Enterprise Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(c)(i)	Service Provider's mark-up for assistance in TE certification	Percent			R0.00
<b>C3.3.17.(c)</b>	<b>Penalties for late certification</b>	<b>Sum</b>		<b>-R 500.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.17</b>				<b>R320 000.00</b>
<b>C3.3.18 VANDALISM</b>					
C3.3.18.(a)	Anti-vandalism device	Number	30		R0.00
C3.3.18.(b)	Reaction Unit	Monthly	60		R0.00
C3.3.18.(c)	Call-out fee	Number	100		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.18</b>				<b>R0.00</b>
<b>C3.3.19 SPECIAL WORK AND RESEARCH AND DEVELOPMENT</b>					
C3.3.19.(a)	Special work and research and development	Prov. Sum	1	R 500 000.00	R500 000.00

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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Item	Description	Unit	Quantity	Rate	Total
C3.3.19.(a)(i)	Service Provider's mark up	Percent			R0.00
	<b>SUBTOTAL FOR SECTION C3.3.19</b>				<b>R500 000.00</b>
<b>C3.3.20 DATA MANAGEMENT</b>					
C3.3.20.(a)	Special request for data	Hour	250		R0.00
<b>C3.3.20.(b)</b>	<b>Frequent data extraction for the purposes of providing data for web site-based provision of traffic reports</b>				
C3.3.20.(b)(i)	Six hourly Intervals	Station-days	10436		R0.00
C3.3.20.(b)(ii)	Hourly Intervals	Station-days	7305		R0.00
<b>C3.3.20.(c)</b>	<b>Special Reports</b>				
C3.3.20.(c)(i)	Expected Flows	Number	12		R0.00
C3.3.20.(c)(ii)	Actual Flows	Number	12		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.20</b>				<b>R0.00</b>
	<b>TOTAL FOR PART C3</b>				<b>R970 000.00</b>
<b>PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT</b>					
<b>D10.01</b>	<b>Target Group Participation</b>				
D10.01 (a)	Contract Participation Performance bonus	Prime Cost	1	R 270 000.00	R270 000.00
	<b>SUBTOTAL FOR SECTION D10.01</b>				<b>R270 000.00</b>
<b>D10.03</b>	<b>Tender Process for Targeted Enterprises</b>				
D10.03 (a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
D10.03 (a)(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors	Number	1		R0.00
D10.03 (b)	Targeted Enterprise Procurement Coordinator	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.03</b>				<b>R0.00</b>

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

<b>SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED</b> <b>CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING</b> <b>PACKAGE A - NORTHERN REGION</b>					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.04</b>	<b>Responsibilities of the Contractor towards Targeted Enterprises</b>				
D10.04 (a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month	60		R0.00
D10.04 (b)	Targeted Enterprise Manager	Person Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.04</b>				<b>R0.00</b>
<b>D10.05</b>	<b>Traffic Monitoring Works by Targeted Enterprises</b>				
D10.05 (a)	Payments associated with the construction works carried out by Targeted Enterprise Subcontractors	Prov. Sum	1	R10 000 000.00	R10 000 000.00
D10.05 (b)	Handling costs and profit in respect of payment associated with subitem D10.05(a).	Percent			R0.00
D10.05 (c)	Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	Lump Sum	1		R0.00
D10.05 (d)	Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.05</b>				<b>R10 000 000.00</b>
<b>D10.06 TRAINING</b>					
<b>D10.06 (a)</b>	<b>Training Costs</b>				
D10.06 (a)(i)	Accredited NQF training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(ii)	Accredited generic skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iii)	Community skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii), and (iii)	Percent	1		R0.00
<b>D10.06 (b)</b>	<b>Student Experimental Training</b>				
D10.06 (b)(i)	Student stipend	Prime Cost	1	R 500 000.00	R500 000.00
D10.06 (b)(ii)	Provision of experiential training	Person month	72		R0.00
D10.06 (c)	Other costs during training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (d)	Training venue	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.06</b>				<b>R2 500 000.00</b>

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<b>SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED</b> <b>CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING</b> <b>PACKAGE A - NORTHERN REGION</b>					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.07</b>	<b>Dispute Adjudication Board (DAB)</b>				
D10.07 (a)	Employer's contribution to DAB (50%)	Prov. Sum	1	R 100 000.00	R100 000.00
	<b>SUBTOTAL FOR SECTION D10.07</b>				<b>R100 000.00</b>
	<b>TOTAL FOR PART D</b>				<b>R12 870 000.00</b>
	<b>TOTAL FOR ALL SECTIONS CARRIED FORWARD TO TENDER SUM</b>				<b>R13 840 000.00</b>



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**C2.2.2 PACKAGE B: EASTERN REGION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE B - EASTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>PART C3: SCOPE OF WORKS</b>					
<b>C3.3.7: ESTABLISHMENT AND TIME RELATED OBLIGATIONS</b>					
C3.3.7.(a)	Establishment for a data collection service	Lump Sum	1		R0.00
C3.3.7.(b)	Time related obligations				
C3.3.7.(b)(i)	Mobilisation Period	Month	9		R0.00
C3.3.7.(b)(ii)	Execution of the works	Month	51		R0.00
C3.3.7.(c)	Monthly reporting cost	Month	60		R0.00
C3.3.7.(d)	Health and safety obligation	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.7</b>				<b>R0.00</b>
<b>C3.3.10 ACCOMMODATION OF TRAFFIC</b>					
C3.3.10.(a)	Compliance with traffic accommodation requirements	Month	60		R0.00
<b>C3.3.10.(b)</b>	<b>Penalty for non-compliance with SARTSM</b>	<b>Number</b>		<b>-R 2 000.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.10</b>				<b>R0.00</b>
<b>C3.3.11 INSTALLATION OF SENSORS</b>					
<b>C3.3.11.(a)</b>	<b>Installing road sensors for Type C1</b>				
C3.3.11.(a)(i)	1 Lane	Number	3		R0.00
C3.3.11.(a)(ii)	2 Lanes	Number	66		R0.00
C3.3.11.(a)(iii)	3 Lanes	Number	36		R0.00
C3.3.11.(a)(iv)	4 Lanes	Number	41		R0.00
C3.3.11.(a)(v)	5 Lanes	Number	4		R0.00
C3.3.11.(a)(vi)	6 Lanes	Number	23		R0.00
C3.3.11.(a)(vii)	7 Lanes	Number	2		R0.00
C3.3.11.(a)(viii)	8 Lanes	Number	2		R0.00
C3.3.11.(b)	Installation of concrete bases	Number	145		R0.00
C3.3.11.(c)	Removal of old concrete bases	Number	50		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.11</b>				<b>R0.00</b>

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE B - EASTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>C3.3.12 INSTRUMENT HOUSINGS</b>					
C3.3.12.(a)	Supply and Installation of strengthened housings	Number	20		R0.00
<b>C3.3.13 SUPPLY AND INSTALLATION OF STATION INFORMATION PLATES</b>					
C3.3.13.(a)	Supply and installation of new station information plates on new poles	Number	145		R0.00
C3.3.13.(b)	Supply and installation of replacement station information plates on existing poles	Number	50		R0.00
C3.3.13.(c)	Removal of station information plates and poles	Number	30		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.13</b>				<b>R0.00</b>
<b>C3.3.14 DAY WORKS</b>					
C3.3.14.(a)	<b>Provision for unspecified Day Work</b>	Prov. Sum	1	R 100 000.00	R100 000.00
C3.3.14.(a)(i)	Contractors mark up on unspecified day works	Percent			R0.00
C3.3.14.(b)	<b>Transport</b>				
C3.3.14.(b)(i)	Light delivery vehicle	km	2500		R0.00
C3.3.14.(b)(ii)	Up to 5 ton truck	km	500		R0.00
C3.3.14.(b)(iii)	Up to 2 ton Trailer	km	2000		R0.00
C3.3.14.(c)	<b>Procurement of materials</b>	Prov. Sum	1	R 50 000.00	R50 000.00
C3.3.14.(c)(i)	Overhead charges and profit in respect of Subitem C.3.3.12.(c)	Percent			R0.00
C3.3.14.(d)	<b>Labour</b>				
C3.3.14.(d)(i)	Labourer	Hours	250		R0.00
C3.3.14.(d)(ii)	Unqualified Supervisor or Technician	Hours	250		R0.00
C3.3.14.(d)(iii)	Qualified Technician	Hours	100		R0.00
C3.3.14.(d)(iv)	Highly qualified Technical Specialist	Hours	100		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.14</b>				<b>R150 000.00</b>
<b>C3.3.16 LONG-TERM MONITORING</b>					
C3.3.16.(a)	<b>Monitoring Stations (Type C1)</b>				
C3.3.16.(a)(i)	1 Lane	Station-Days	4 140		R0.00
C3.3.16.(a)(ii)	2 Lanes	Station-Days	122 130		R0.00

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE B - EASTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
C3.3.16.(a)(iii)	3 Lanes	Station-Days	64 170		R0.00
C3.3.16.(a)(iv)	4 Lanes	Station-Days	72 450		R0.00
C3.3.16.(a)(v)	5 Lanes	Station-Days	6 210		R0.00
C3.3.16.(a)(vi)	6 Lanes	Station-Days	41 400		R0.00
C3.3.16.(a)(vii)	7 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(viii)	8 Lanes	Station-Days	2 070		R0.00
<b>C3.3.16.(b)</b>	<b>Penalties</b>				
C3.3.16.(b)(i)	Timeliness of repairs (C3.3.7.3)	Sum		-R 1 000.00	R 0.00
C3.3.16.(b)(ii)	Timeliness of data submission (TMH 3 - 19.5)	Sum		-R 500.00	R 0.00
	<b>SUBTOTAL FOR SECTION C3.3.16</b>				<b>R0.00</b>
<b>C3.3.17 CERTIFICATION</b>					
C3.3.17.(a)	System Supplier Certification	Prov. Sum	1	R 200 000.00	R200 000.00
C3.3.17.(a)(i)	System Supplier's mark-up	Percent			R0.00
C3.3.17.(b)	Service Provider Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(b)(i)	Service Provider's mark-up	Percent			R0.00
C3.3.17.(c)	Targeted Enterprise Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(c)(i)	Service Provider's mark-up for assistance in TE certification	Percent			R0.00
<b>C3.3.17.(c)</b>	<b>Penalties for late certification</b>	<b>Sum</b>		<b>-R 500.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.17</b>				<b>R320 000.00</b>
<b>C3.3.18 VANDALISM</b>					
C3.3.18.(a)	Anti-vandalism device	Number	30		R0.00
C3.3.18.(b)	Reaction Unit	Monthly	60		R0.00
C3.3.18.(c)	Call-out fee	Number	100		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.18</b>				<b>R0.00</b>
<b>C3.3.19 SPECIAL WORK AND RESEARCH AND DEVELOPMENT</b>					
C3.3.19.(a)	Special work and research and development	Prov. Sum	1	R 500 000.00	R500 000.00

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE B - EASTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
C3.3.19.(a)(i)	Service Provider's mark up	Percent			R0.00
	<b>SUBTOTAL FOR SECTION C3.3.19</b>				<b>R500 000.00</b>
<b>C3.3.20 DATA MANAGEMENT</b>					
C3.3.20.(a)	Special request for data	Hour	250		R0.00
<b>C3.3.20.(b)</b>	<b>Frequent data extraction for the purposes of providing data for web site-based provision of traffic reports</b>				
C3.3.20.(b)(i)	Six hourly Intervals	Station-days	13110		R0.00
C3.3.20.(b)(ii)	Hourly Intervals	Station-days	9177		R0.00
<b>C3.3.20.(c)</b>	<b>Special Reports</b>				
C3.3.20.(c)(i)	Expected Flows	Number	12		R0.00
C3.3.20.(c)(ii)	Actual Flows	Number	12		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.20</b>				<b>R0.00</b>
	<b>TOTAL FOR PART C3</b>				<b>R970 000.00</b>
<b>PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT</b>					
<b>D10.01</b>	<b>Target Group Participation</b>				
D10.01 (a)	Contract Participation Performance bonus	Prime Cost	1	R 270 000.00	R270 000.00
	<b>SUBTOTAL FOR SECTION D10.01</b>				<b>R270 000.00</b>
<b>D10.03</b>	<b>Tender Process for Targeted Enterprises</b>				
D10.03 (a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
D10.03 (a)(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors	Number	1		R0.00
D10.03 (b)	Targeted Enterprise Procurement Coordinator	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.03</b>				<b>R0.00</b>

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<b>SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED</b> <b>CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING</b> <b>PACKAGE B - EASTERN REGION</b>					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.04</b>	<b>Responsibilities of the Contractor towards Targeted Enterprises</b>				
D10.04 (a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month	60		R0.00
D10.04 (b)	Targeted Enterprise Manager	Person Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.04</b>				<b>R0.00</b>
<b>D10.05</b>	<b>Traffic Monitoring Works by Targeted Enterprises</b>				
D10.05 (a)	Payments associated with the construction works carried out by Targeted Enterprise Subcontractors	Prov. Sum	1	R13 000 000.00	R13 000 000.00
D10.05 (b)	Handling costs and profit in respect of payment associated with subitem D10.05(a).	Percent			R0.00
D10.05 (c)	Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	Lump Sum	1		R0.00
D10.05 (d)	Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.05</b>				<b>R13 000 000.00</b>
<b>D10.06 TRAINING</b>					
<b>D10.06 (a)</b>	<b>Training Costs</b>				
D10.06 (a)(i)	Accredited NQF training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(ii)	Accredited generic skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iii)	Community skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii), and (iii)	Percent	1		R0.00
<b>D10.06 (b)</b>	<b>Student Experimental Training</b>				
D10.06 (b)(i)	Student stipend	Prime Cost	1	R 500 000.00	R500 000.00
D10.06 (b)(ii)	Provision of experiential training	Person month	72		R0.00
D10.06 (c)	Other costs during training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (d)	Training venue	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.06</b>				<b>R2 500 000.00</b>

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE B - EASTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.07</b>	<b>Dispute Adjudication Board (DAB)</b>				
D10.07 (a)	Employer's contribution to DAB (50%)	Prov. Sum	1	R 100 000.00	R100 000.00
	<b>SUBTOTAL FOR SECTION D10.07</b>				<b>R100 000.00</b>
	<b>TOTAL FOR PART D</b>				<b>R15 870 000.00</b>
	<b>TOTAL FOR ALL SECTIONS CARRIED FORWARD TO TENDER SUM</b>				<b>R16 840 000.00</b>

**C2.2.3 PACKAGE C: SOUTHERN REGION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE C - SOUTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>PART C3: SCOPE OF WORKS</b>					
<b>C3.3.7: ESTABLISHMENT AND TIME RELATED OBLIGATIONS</b>					
C3.3.7.(a)	Establishment for a data collection service	Lump Sum	1		R0.00
C3.3.7.(b)	Time related obligations				
C3.3.7.(b)(i)	Mobilisation Period	Month	9		R0.00
C3.3.7.(b)(ii)	Execution of the works	Month	51		R0.00
C3.3.7.(c)	Monthly reporting cost	Month	60		R0.00
C3.3.7.(d)	Health and safety obligation	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.7</b>				<b>R0.00</b>
<b>C3.3.10 ACCOMMODATION OF TRAFFIC</b>					
C3.3.10.(a)	Compliance with traffic accommodation requirements	Month	60		R0.00
<b>C3.3.10.(b)</b>	<b>Penalty for non-compliance with SARTSM</b>	<b>Number</b>		<b>-R 2 000.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.10</b>				<b>R0.00</b>
<b>C3.3.11 INSTALLATION OF SENSORS</b>					
<b>C3.3.11.(a)</b>	<b>Installing road sensors for Type C1</b>				
C3.3.11.(a)(i)	1 Lane	Number	2		R0.00
C3.3.11.(a)(ii)	2 Lanes	Number	45		R0.00
C3.3.11.(a)(iii)	3 Lanes	Number	5		R0.00
C3.3.11.(a)(iv)	4 Lanes	Number	2		R0.00
C3.3.11.(a)(v)	5 Lanes	Number	2		R0.00
C3.3.11.(a)(vi)	6 Lanes	Number	3		R0.00
C3.3.11.(a)(vii)	7 Lanes	Number	2		R0.00
C3.3.11.(a)(viii)	8 Lanes	Number	2		R0.00
C3.3.11.(b)	Installation of concrete bases	Number	145		R0.00
C3.3.11.(c)	Removal of old concrete bases	Number	50		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.11</b>				<b>R0.00</b>

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE C - SOUTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>C3.3.12 INSTRUMENT HOUSINGS</b>					
C3.3.12.(a)	Supply and Installation of strengthened housings	Number	20		R0.00
<b>C3.3.13 SUPPLY AND INSTALLATION OF STATION INFORMATION PLATES</b>					
C3.3.13.(a)	Supply and installation of new station information plates on new poles	Number	145		R0.00
C3.3.13.(b)	Supply and installation of replacement station information plates on existing poles	Number	50		R0.00
C3.3.13.(c)	Removal of station information plates and poles	Number	30		R0.00
<b>SUBTOTAL FOR SECTION C3.3.13</b>					<b>R0.00</b>
<b>C3.3.14 DAY WORKS</b>					
C3.3.14.(a)	<b>Provision for unspecified Day Work</b>	Prov. Sum	1	R 100 000.00	R100 000.00
C3.3.14.(a)(i)	Contractors mark up on unspecified day works	Percent			R0.00
C3.3.14.(b)	<b>Transport</b>				
C3.3.14.(b)(i)	Light delivery vehicle	km	2500		R0.00
C3.3.14.(b)(ii)	Up to 5 ton truck	km	500		R0.00
C3.3.14.(b)(iii)	Up to 2 ton Trailer	km	2000		R0.00
C3.3.14.(c)	<b>Procurement of materials</b>	Prov. Sum	1	R 50 000.00	R50 000.00
C3.3.14.(c)(i)	Overhead charges and profit in respect of Subitem C.3.3.12.(c)	Percent			R0.00
C3.3.14.(d)	<b>Labour</b>				
C3.3.14.(d)(i)	Labourer	Hours	250		R0.00
C3.3.14.(d)(ii)	Unqualified Supervisor or Technician	Hours	250		R0.00
C3.3.14.(d)(iii)	Qualified Technician	Hours	100		R0.00
C3.3.14.(d)(iv)	Highly qualified Technical Specialist	Hours	100		R0.00
<b>SUBTOTAL FOR SECTION C3.3.14</b>					<b>R150 000.00</b>
<b>C3.3.16 LONG-TERM MONITORING</b>					
C3.3.16.(a)	<b>Monitoring Stations (Type C1)</b>				
C3.3.16.(a)(i)	1 Lane	Station-Days	2 070		R0.00
C3.3.16.(a)(ii)	2 Lanes	Station-Days	80 730		R0.00



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Item	Description	Unit	Quantity	Rate	Total
C3.3.16.(a)(iii)	3 Lanes	Station-Days	8 280		R0.00
C3.3.16.(a)(iv)	4 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(v)	5 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(vi)	6 Lanes	Station-Days	4 140		R0.00
C3.3.16.(a)(vii)	7 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(viii)	8 Lanes	Station-Days	2 070		R0.00
<b>C3.3.16.(b)</b>	<b>Penalties</b>				
C3.3.16.(b)(i)	Timeliness of repairs (C3.3.7.3)	Sum		-R 1 000.00	R 0.00
C3.3.16.(b)(ii)	Timeliness of data submission (TMH 3 - 19.5)	Sum		-R 500.00	R 0.00
	<b>SUBTOTAL FOR SECTION C3.3.16</b>				<b>R0.00</b>
<b>C3.3.17 CERTIFICATION</b>					
C3.3.17.(a)	System Supplier Certification	Prov. Sum	1	R 200 000.00	R200 000.00
C3.3.17.(a)(i)	System Supplier's mark-up	Percent			R0.00
C3.3.17.(b)	Service Provider Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(b)(i)	Service Provider's mark-up	Percent			R0.00
C3.3.17.(c)	Targeted Enterprise Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(c)(i)	Service Provider's mark-up for assistance in TE certification	Percent			R0.00
<b>C3.3.17.(c)</b>	<b>Penalties for late certification</b>	<b>Sum</b>		<b>-R 500.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.17</b>				<b>R320 000.00</b>
<b>C3.3.18 VANDALISM</b>					
C3.3.18.(a)	Anti-vandalism device	Number	30		R0.00
C3.3.18.(b)	Reaction Unit	Monthly	60		R0.00
C3.3.18.(c)	Call-out fee	Number	100		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.18</b>				<b>R0.00</b>
<b>C3.3.19 SPECIAL WORK AND RESEARCH AND DEVELOPMENT</b>					
C3.3.19.(a)	Special work and research and development	Prov. Sum	1	R 500 000.00	R500 000.00

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE C - SOUTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
C3.3.19.(a)(i)	Service Provider's mark up	Percent			R0.00
	<b>SUBTOTAL FOR SECTION C3.3.19</b>				<b>R500 000.00</b>
<b>C3.3.20 DATA MANAGEMENT</b>					
C3.3.20.(a)	Special request for data	Hour	250		R0.00
<b>C3.3.20.(b)</b>	<b>Frequent data extraction for the purposes of providing data for web site-based provision of traffic reports</b>				
C3.3.20.(b)(i)	Six hourly Intervals	Station-days	4313		R0.00
C3.3.20.(b)(ii)	Hourly Intervals	Station-days	3019		R0.00
<b>C3.3.20.(c)</b>	<b>Special Reports</b>				
C3.3.20.(c)(i)	Expected Flows	Number	12		R0.00
C3.3.20.(c)(ii)	Actual Flows	Number	12		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.20</b>				<b>R0.00</b>
	<b>TOTAL FOR PART C3</b>				<b>R970 000.00</b>
<b>PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT</b>					
<b>D10.01</b>	<b>Target Group Participation</b>				
D10.01 (a)	Contract Participation Performance bonus	Prime Cost	1	R 270 000.00	R270 000.00
	<b>SUBTOTAL FOR SECTION D10.01</b>				<b>R270 000.00</b>
<b>D10.03</b>	<b>Tender Process for Targeted Enterprises</b>				
D10.03 (a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
D10.03 (a)(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors	Number	1		R0.00
D10.03 (b)	Targeted Enterprise Procurement Coordinator	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.03</b>				<b>R0.00</b>

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE C - SOUTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.04</b>	<b>Responsibilities of the Contractor towards Targeted Enterprises</b>				
D10.04 (a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month	60		R0.00
D10.04 (b)	Targeted Enterprise Manager	Person Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.04</b>				<b>R0.00</b>
<b>D10.05</b>	<b>Traffic Monitoring Works by Targeted Enterprises</b>				
D10.05 (a)	Payments associated with the construction works carried out by Targeted Enterprise Subcontractors	Prov. Sum	1	R4 000 000.00	R4 000 000.00
D10.05 (b)	Handling costs and profit in respect of payment associated with subitem D10.05(a).	Percent			R0.00
D10.05 (c)	Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	Lump Sum	1		R0.00
D10.05 (d)	Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.05</b>				<b>R4 000 000.00</b>
<b>D10.06 TRAINING</b>					
<b>D10.06 (a)</b>	<b>Training Costs</b>				
D10.06 (a)(i)	Accredited NQF training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(ii)	Accredited generic skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iii)	Community skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii), and (iii)	Percent	1		R0.00
<b>D10.06 (b)</b>	<b>Student Experimental Training</b>				
D10.06 (b)(i)	Student stipend	Prime Cost	1	R 500 000.00	R500 000.00
D10.06 (b)(ii)	Provision of experiential training	Person month	72		R0.00
D10.06 (c)	Other costs during training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (d)	Training venue	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.06</b>				<b>R2 500 000.00</b>

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT

FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE C - SOUTHERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.07</b>	<b>Dispute Adjudication Board (DAB)</b>				
D10.07 (a)	Employer's contribution to DAB (50%)	Prov. Sum	1	R 100 000.00	R100 000.00
	<b>SUBTOTAL FOR SECTION D10.07</b>				<b>R100 000.00</b>
	<b>TOTAL FOR PART D</b>				<b>R6 870 000.00</b>
	<b>TOTAL FOR ALL SECTIONS CARRIED FORWARD TO TENDER SUM</b>				<b>R7 840 000.00</b>

**C2.2.4 PACKAGE D: WESTERN REGION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE D - WESTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>PART C3: SCOPE OF WORKS</b>					
<b>C3.3.7: ESTABLISHMENT AND TIME RELATED OBLIGATIONS</b>					
C3.3.7.(a)	Establishment for a data collection service	Lump Sum	1		R0.00
C3.3.7.(b)	Time related obligations				
C3.3.7.(b)(i)	Mobilisation Period	Month	9		R0.00
C3.3.7.(b)(ii)	Execution of the works	Month	51		R0.00
C3.3.7.(c)	Monthly reporting cost	Month	60		R0.00
C3.3.7.(d)	Health and safety obligation	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.7</b>				<b>R0.00</b>
<b>C3.3.10 ACCOMMODATION OF TRAFFIC</b>					
C3.3.10.(a)	Compliance with traffic accommodation requirements	Month	60		R0.00
<b>C3.3.10.(b)</b>	<b>Penalty for non-compliance with SARTSM</b>	<b>Number</b>		<b>-R 2 000.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.10</b>				<b>R0.00</b>
<b>C3.3.11 INSTALLATION OF SENSORS</b>					
<b>C3.3.11.(a)</b>	<b>Installing road sensors for Type C1</b>				
C3.3.11.(a)(i)	1 Lane	Number	2		R0.00
C3.3.11.(a)(ii)	2 Lanes	Number	42		R0.00
C3.3.11.(a)(iii)	3 Lanes	Number	2		R0.00
C3.3.11.(a)(iv)	4 Lanes	Number	5		R0.00
C3.3.11.(a)(v)	5 Lanes	Number	2		R0.00
C3.3.11.(a)(vi)	6 Lanes	Number	12		R0.00
C3.3.11.(a)(vii)	7 Lanes	Number	2		R0.00
C3.3.11.(a)(viii)	8 Lanes	Number	2		R0.00
C3.3.11.(b)	Installation of concrete bases	Number	145		R0.00
C3.3.11.(c)	Removal of old concrete bases	Number	50		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.11</b>				<b>R0.00</b>

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE D - WESTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>C3.3.12 INSTRUMENT HOUSINGS</b>					
C3.3.12.(a)	Supply and Installation of strengthened housings	Number	20		R0.00
<b>C3.3.13 SUPPLY AND INSTALLATION OF STATION INFORMATION PLATES</b>					
C3.3.13.(a)	Supply and installation of new station information plates on new poles	Number	145		R0.00
C3.3.13.(b)	Supply and installation of replacement station information plates on existing poles	Number	50		R0.00
C3.3.13.(c)	Removal of station information plates and poles	Number	30		R0.00
<b>SUBTOTAL FOR SECTION C3.3.13</b>					<b>R0.00</b>
<b>C3.3.14 DAY WORKS</b>					
C3.3.14.(a)	<b>Provision for unspecified Day Work</b>	Prov. Sum	1	R 100 000.00	R100 000.00
C3.3.14.(a)(i)	Contractors mark up on unspecified day works	Percent			R0.00
C3.3.14.(b)	<b>Transport</b>				
C3.3.14.(b)(i)	Light delivery vehicle	km	2500		R0.00
C3.3.14.(b)(ii)	Up to 5 ton truck	km	500		R0.00
C3.3.14.(b)(iii)	Up to 2 ton Trailer	km	2000		R0.00
C3.3.14.(c)	<b>Procurement of materials</b>	Prov. Sum	1	R 50 000.00	R50 000.00
C3.3.14.(c)(i)	Overhead charges and profit in respect of Subitem C.3.3.12.(c)	Percent			R0.00
C3.3.14.(d)	<b>Labour</b>				
C3.3.14.(d)(i)	Labourer	Hours	250		R0.00
C3.3.14.(d)(ii)	Unqualified Supervisor or Technician	Hours	250		R0.00
C3.3.14.(d)(iii)	Qualified Technician	Hours	100		R0.00
C3.3.14.(d)(iv)	Highly qualified Technical Specialist	Hours	100		R0.00
<b>SUBTOTAL FOR SECTION C3.3.14</b>					<b>R150 000.00</b>
<b>C3.3.16 LONG-TERM MONITORING</b>					
C3.3.16.(a)	<b>Monitoring Stations (Type C1)</b>				
C3.3.16.(a)(i)	1 Lane	Station-Days	2 070		R0.00
C3.3.16.(a)(ii)	2 Lanes	Station-Days	74 520		R0.00

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE D - WESTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
C3.3.16.(a)(iii)	3 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(iv)	4 Lanes	Station-Days	8 280		R0.00
C3.3.16.(a)(v)	5 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(vi)	6 Lanes	Station-Days	20 700		R0.00
C3.3.16.(a)(vii)	7 Lanes	Station-Days	2 070		R0.00
C3.3.16.(a)(viii)	8 Lanes	Station-Days	2 070		R0.00
<b>C3.3.16.(b)</b>	<b>Penalties</b>				
C3.3.16.(b)(i)	Timeliness of repairs (C3.3.7.3)	Sum		-R 1 000.00	R 0.00
C3.3.16.(b)(ii)	Timeliness of data submission (TMH 3 - 19.5)	Sum		-R 500.00	R 0.00
	<b>SUBTOTAL FOR SECTION C3.3.16</b>				<b>R0.00</b>
<b>C3.3.17 CERTIFICATION</b>					
C3.3.17.(a)	System Supplier Certification	Prov. Sum	1	R 200 000.00	R200 000.00
C3.3.17.(a)(i)	System Supplier's mark-up	Percent			R0.00
C3.3.17.(b)	Service Provider Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(b)(i)	Service Provider's mark-up	Percent			R0.00
C3.3.17.(c)	Targeted Enterprise Certification	Prov. Sum	1	R 60 000.00	R60 000.00
C3.3.17.(c)(i)	Service Provider's mark-up for assistance in TE certification	Percent			R0.00
<b>C3.3.17.(c)</b>	<b>Penalties for late certification</b>	<b>Sum</b>		<b>-R 500.00</b>	<b>R 0.00</b>
	<b>SUBTOTAL FOR SECTION C3.3.17</b>				<b>R320 000.00</b>
<b>C3.3.18 VANDALISM</b>					
C3.3.18.(a)	Anti-vandalism device	Number	30		R0.00
C3.3.18.(b)	Reaction Unit	Monthly	60		R0.00
C3.3.18.(c)	Call-out fee	Number	100		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.18</b>				<b>R0.00</b>
<b>C3.3.19 SPECIAL WORK AND RESEARCH AND DEVELOPMENT</b>					
C3.3.19.(a)	Special work and research and development	Prov. Sum	1	R 500 000.00	R500 000.00

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE D - WESTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
C3.3.19.(a)(i)	Service Provider's mark up	Percent			R0.00
	<b>SUBTOTAL FOR SECTION C3.3.19</b>				<b>R500 000.00</b>
<b>C3.3.20 DATA MANAGEMENT</b>					
C3.3.20.(a)	Special request for data	Hour	250		R0.00
<b>C3.3.20.(b)</b>	<b>Frequent data extraction for the purposes of providing data for web site-based provision of traffic reports</b>				
C3.3.20.(b)(i)	Six hourly Intervals	Station-days	4744		R0.00
C3.3.20.(b)(ii)	Hourly Intervals	Station-days	3321		R0.00
<b>C3.3.20.(c)</b>	<b>Special Reports</b>				
C3.3.20.(c)(i)	Expected Flows	Number	12		R0.00
C3.3.20.(c)(ii)	Actual Flows	Number	12		R0.00
	<b>SUBTOTAL FOR SECTION C3.3.20</b>				<b>R0.00</b>
	<b>TOTAL FOR PART C3</b>				<b>R970 000.00</b>
<b>PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT</b>					
<b>D10.01</b>	<b>Target Group Participation</b>				
D10.01 (a)	Contract Participation Performance bonus	Prime Cost	1	R 270 000.00	R270 000.00
	<b>SUBTOTAL FOR SECTION D10.01</b>				<b>R270 000.00</b>
<b>D10.03</b>	<b>Tender Process for Targeted Enterprises</b>				
D10.03 (a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
D10.03 (a)(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors	Number	1		R0.00
D10.03 (b)	Targeted Enterprise Procurement Coordinator	Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.03</b>				<b>R0.00</b>



## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE D - WESTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.04</b>	<b>Responsibilities of the Contractor towards Targeted Enterprises</b>				
D10.04 (a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month	60		R0.00
D10.04 (b)	Targeted Enterprise Manager	Person Month	60		R0.00
	<b>SUBTOTAL FOR SECTION D10.04</b>				<b>R0.00</b>
<b>D10.05</b>	<b>Traffic Monitoring Works by Targeted Enterprises</b>				
D10.05 (a)	Payments associated with the construction works carried out by Targeted Enterprise Subcontractors	Prov. Sum	1	R4 000 000.00	R4 000 000.00
D10.05 (b)	Handling costs and profit in respect of payment associated with subitem D10.05(a).	Percent			R0.00
D10.05 (c)	Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	Lump Sum	1		R0.00
D10.05 (d)	Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.05</b>				<b>R4 000 000.00</b>
<b>D10.06 TRAINING</b>					
<b>D10.06 (a)</b>	<b>Training Costs</b>				
D10.06 (a)(i)	Accredited NQF training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(ii)	Accredited generic skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iii)	Community skills training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (a)(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii), and (iii)	Percent	1		R0.00
<b>D10.06 (b)</b>	<b>Student Experimental Training</b>				
D10.06 (b)(i)	Student stipend	Prime Cost	1	R 500 000.00	R500 000.00
D10.06 (b)(ii)	Provision of experiential training	Person month	72		R0.00
D10.06 (c)	Other costs during training	Prov. Sum	1	R 500 000.00	R500 000.00
D10.06 (d)	Training venue	Lump Sum	1		R0.00
	<b>SUBTOTAL FOR SECTION D10.06</b>				<b>R2 500 000.00</b>

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT

FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED CONTRACT SANRAL 53000/1002/2022/LT LONG-TERM TRAFFIC MONITORING PACKAGE D - WESTERN REGION					
Item	Description	Unit	Quantity	Rate	Total
<b>D10.07</b>	<b>Dispute Adjudication Board (DAB)</b>				
D10.07 (a)	Employer's contribution to DAB (50%)	Prov. Sum	1	R 100 000.00	R100 000.00
	<b>SUBTOTAL FOR SECTION D10.07</b>				<b>R100 000.00</b>
	<b>TOTAL FOR PART D</b>				<b>R6 870 000.00</b>
	<b>TOTAL FOR ALL SECTIONS CARRIED FORWARD TO TENDER SUM</b>				<b>R7 840 000.00</b>

C2.3 SUMMARY OF PRICING SCHEDULE

C2.3.1 PACKAGE A: NORTHERN REGION

PACKAGE A: NORTHERN REGION..... R .....  
(from page .....)

CONTRACT SKILLS DEVELOPMENT GOAL:  
0.25% of Package A..... R .....

SUBTOTAL ..... R .....

VALUE ADDED TAX:

15% of Subtotal ..... R .....  
.....

TOTAL CARRIED TO C.1.1.1.1: FORM OF OFFER R .....  
.....

SIGNED BY TENDERER: .....

**C2.3.2 PACKAGE B: EASTERN REGION**

PACKAGE B: EASTERN REGION ..... R .....  
(from page .....)

CONTRACT SKILLS DEVELOPMENT GOAL:  
0.25% of Package B..... R .....

SUBTOTAL ..... R .....

VALUE ADDED TAX:

15% of Subtotal ..... R .....  
\_\_\_\_\_

TOTAL CARRIED TO C.1.1.1.2: FORM OF OFFER R .....  
\_\_\_\_\_

SIGNED BY TENDERER: .....

**C2.3.3 PACKAGE C: SOUTERN REGION**

PACKAGE C: SOUTHERN REGION ..... R .....  
(from page .....)

CONTRACT SKILLS DEVELOPMENT GOAL:  
0.25% of Package C ..... R .....

SUBTOTAL ..... R .....

VALUE ADDED TAX:

15% of Subtotal ..... R .....

TOTAL CARRIED TO C.1.1.1.3: FORM OF OFFER R .....

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SIGNED BY TENDERER: .....

**C2.3.4 PACKAGE D: WESTERN REGION**

PACKAGE D: WESTERN REGION ..... R .....  
(from page .....)

CONTRACT SKILLS DEVELOPMENT GOAL:  
0.25% of Package D ..... R .....

SUBTOTAL ..... R .....

VALUE ADDED TAX:

15% of Subtotal ..... R .....  
\_\_\_\_\_

TOTAL CARRIED TO C.1.1.1.4: FORM OF OFFER R .....  
\_\_\_\_\_

SIGNED BY TENDERER: .....

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# PART C3: SCOPE OF WORKS

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PART C3: SCOPE OF WORKS

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C3.2 PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS .....	C3-92
C3.3 SPECIAL PROJECT SPECIFICATIONS.....	C3-101



### **C3.1 STANDARD AMENDMENTS ISSUED BY COTO**

**Notes to tenderer:**

- 1. TMH 3 Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services Version 2 (March 2018 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO together with additional amendments as set out in PART C3: section C3.2.**
- 2. TMH 14 South African Standard Automatic Traffic Data Collection Format Version 3.20 (April 2018 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO together with additional amendments as set out in PART C3: section C3.2.**
- 3. The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.**
- 4. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.**

As of 1 September 2021, no amendments have been issued.

### **C3.2 PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS**

#### **Notes to tenderer:**

1. In certain clauses, the Standard Specifications allow a choice to be specified in the project specifications and for additional requirements to be specified to suit a particular contract. Details of such additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The tenderer shall note that references to General Conditions in COTO TMH 3 must be exchanged for the equivalent clause in the FIDIC Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document. The Employer assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses.

**C3.2 PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS**

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## **TMH 3: SPECIFICATIONS FOR THE PROVISION OF TRAFFIC AND WEIGH-IN-MOTION MONITORING SERVICES**

### **DEFINITIONS AND TERMS**

The TMH 3 Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services (March 2018 edition) has been written for all contractors, employers, and engineers. The works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower-case letters throughout.

Replace the following clauses:

#### **Employer:**

The Employer and employer is the same persona and is defined in C1.3.2 Contract Data, and clause 1.1.2.2 of the FIDIC Conditions of Contract.

#### **Road Authority:**

The road authority is The South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.

#### **Monitoring Site:**

A monitoring site is also called a "station" and is defined as either a full site at which all lanes are counted or a partial site at which only a subset of lanes is counted.

## **CHAPTER 2: SERVICE PROVIDER AND MONITORING SYSTEM CERTIFICATION**

### **2.3 CERTIFICATION ORGANISATION (CO)**

The following two organisations have done certifications for SANRAL in the past. It is the responsibility of each Service Provider to get quotations from these organisations for their monitoring system certification.

#### **1. Agrément South Africa**

Website: [www.agrement.co.za](http://www.agrement.co.za)  
Contact Person: Mrs Lerato Magalo  
E-mail: [lmagalo@agrement.co.za](mailto:lmagalo@agrement.co.za)  
Telephone No.: (012) 841 2544

#### **2. DEKRA Certification (PTY) Ltd**

Website: [www.dekracertification.co.za](http://www.dekracertification.co.za)  
Contact Person: Nell van Vuuren  
E-mail: [nell.vanvuuren@dekra.com](mailto:nell.vanvuuren@dekra.com)  
Telephone No.: (012) 663 4956

## **CHAPTER 7: AUTOMATIC TRAFFIC MONITORING SYSTEM REQUIREMENTS**

### **7.2 TRAFFIC MONITORING SYSTEM TYPES**

The monitoring type for this contract is C1. Please see Clause C3.3.16 for more detail.

### **7.3 TRAFFIC MONITORING SYSTEM SIZE SPECIFICATION**

Please see Station Information List and PART C4: for more detail.

## **CHAPTER 8: HS WIM MONITORING SYSTEM REQUIREMENTS**

Not applicable to this contract.

## **CHAPTER 9: LS WIM MONITORING REQUIREMENTS**

Not applicable to this contract.

## **CHAPTER 10: SERVICE PROVIDER AND MONITORING SYSTEM CERTIFICATION**

### **10.5 ASSESSMENT SITE**

A Structure Number Application Form supplied by the Employer must be completed and submitted to the Employer for approval.

### **10.6 ASSESSMENT DURATION**

28 Days will be required for the assessment.

### **10.10 ACCURACY ASSESSMENT**

The accuracy assessment spreadsheet supplied by the Employer must be completed. It is downloadable as part of the tender documentation under Volume 2.

### **10.11 DATA ASSESSMENT**

Please take note that the authentication software from SANRAL is still being developed. No authentication will be required until the software has been completed.

Please take note that only the Level 1 data management software from SANRAL will be used. Level 2 and Level 3 validations are still being developed.

A straddling test methodology will be provided by the Employer at the time of the assessment.

## **CHAPTER 11: AUTOMATIC MONITORING SITE REQUIREMENTS**

### **11.3 MONITORING SITE STRATIFICATION**

Please take note that the stratification software of SANRAL is in draft states. The Service Provider will be requested to verify stratification information as the development progress.

### **11.5 EXISTING MONITORING SITES**

*Add the following paragraph:*

“Before any work can commence the Service Provider shall verify the actual position of each monitoring site and bring to the attention of the Employer any site that is not recorded. As the Service Provider is not authorised to remove or replace these facilities he shall:

- a) Give preliminary notice, in writing to the relevant Service Provider, that the services on the site will require removal prior to the commencement of monitoring. The Service Provider shall advise the previous service provider of:
  - i) The number of sites, their locations and station numbers and
  - ii) The proposed dates when work will commence in the vicinity of each site.

- b) In addition to the above preliminary notice, give the Service Provider 14 days written notice of the intention to commence work in the vicinity of each site.

Any delay resulting from the removal/replacement of a site shall not be the subject of a potential claim, unless the Service Provider can demonstrate that every effort has been made to timeously request and/or apply for the removal of the said site. In addition, the Service Provider shall be deemed to have employed the services of the previous Service Provider as a subcontractor for purposes of removing the relevant service."

## **CHAPTER 12: INSTALLED AUTOMATIC MONITORING SYSTEM REQUIREMENTS**

### **12.3 REMOVAL REQUIREMENTS**

In the event of damage caused by the Service Provider to the road surface, the Employer will provide the contact details of the appointed RRM contractor for the necessary repair work to be done. The Service Provider must then arrange for a meeting on site with the RRM contractor to discuss the work to be done. The repair cost will be for the Service Provider.

## **CHAPTER 14: SITE WORKS REQUIREMENTS**

### **14.2 WAYLEAVE APPLICATION**

It must be noted that the TMH 3 refers to "wayleaves". The use of this term has been discontinued, and in its place "station number applications, and "permissions in terms of section 48 of the South African National Roads and National Roads Agency Act, No.7 of 1998" are referred to.

This section therefore describes the process to be followed to select a new traffic monitoring site, to obtain a station number for the new site, and to obtain Section 48 permission to conduct station construction and perform work in the road reserve at the site. See example given as part of the Tender information.

### **14.4 TRAFFIC ACCOMMODATION**

In the event that the appointed Service Provider is not equipped with the required road signs for traffic accommodation, arrangements should be made with the appointed RRM contractor to provide the necessary traffic accommodation. The traffic accommodation cost will be for the Service Provider. Please see Clause C3.3.10 for general traffic accommodation requirements. Permission must be obtained from the Central Operations Centre for traffic accommodation, construction, or maintenance activities on the e-Toll routes. Contact details will be provided by the Employer.

### **14.5 LEGAL REQUIREMENT**

The following Acts and associated Regulations and Codes, as amended from time to time, are predominant amongst those which apply to the construction industry and shall apply to the contract. They are listed here for reference purposes only:

- i) Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996);
- ii) Public Finance Management Act, 1999 (Act No. 1 of 1999);
- iii) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- iv) Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- v) Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and all its Regulations;
- vi) Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993);
- vii) Rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry in terms of the Labour Relations Act, 1995 (Act No 66 of 1995).
- viii) National Water Act, 1998 (Act No 36 of 1998)
- ix) National Veld and Forest Fire Act, 1998 (Act No. 101 of 1998)

- x) National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)
- xi) National Environmental Management: Waste, 2008 (Act No. 59 of 2008)
- xii) National Environmental Management: Integrated Coastal Management, 2008 (Act No. 24 of 2008)
- xiii) National Environmental Management Act, 1998 (Act No. 107 of 1998)
- xiv) Conservation of Agricultural Resources, 1983 (Act No. 43 of 1983)
- xv) National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004)
- xvi) Skills Development Act (Act No 79 of 1998)

In addition to the above, in terms of National Treasury Instruction No 3 of 2014/2015 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the Service Provider and subcontractors are required to provide the Employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) System to verify and continuously track the tax compliance status of all persons conducting business with the State.

## CHAPTER 15: MANUAL TRAFFIC MONITORING TYPES

No Manual Traffic Monitoring will be conducted in this contract

## CHAPTER 18: MONITORING SERVICE REQUIREMENTS

### 18.3 MONITORING START DATES

Automatic monitoring may only start once the accuracy assessment spreadsheet for the System Supplier certification has been approved by the Employer.

### 18.4 MONITORING DURATIONS

Monitoring must be undertaken as soon as possible after approval of the accuracy assessment spreadsheet and must continue up to the end of the contract period.

### 18.5 MONITORING PROGRAMME

The estimated workflow will be as follows:

1. Establishment = 14 days after signing of the contract.
2. Mobilisation Period = 9 months after signing of the contract for certification as per Table 1 below and procurement of Targeted Enterprises. See par D1.5 for further information on Mobilisation Period.
3. Commencement of counting program subject to an approved System Assessment submission to the Employer.
4. Site construction = 2 workdays/station

**Table 1: Illustrative System Supplier Certification Programme**

TASKS NO	DESCRIPTION	DURATION
1.	Quotation/Application to CO	1 Days
2.	Selection, approval, and commissioning of the test site	7 Days
3.	Drawing up and finalisation of System Supplier and Service Provider contractual agreement	7 Days
4.	System Supplier Quality Assurance Documents	14 Days
5.	Service Provider Quality Assurance Documents	14 Days

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TASKS NO	DESCRIPTION	DURATION
6.	Submission of documentation to CO	2 Days
7.	Accuracy Assessments	7 Days
8.	Test Period	28 Days

The Service Provider must complete the System Supplier certification within six (6) months after the award of the contract. Failing to do so, the Service Provider shall be subjected to penalty conditions expressed in the Contract Data.

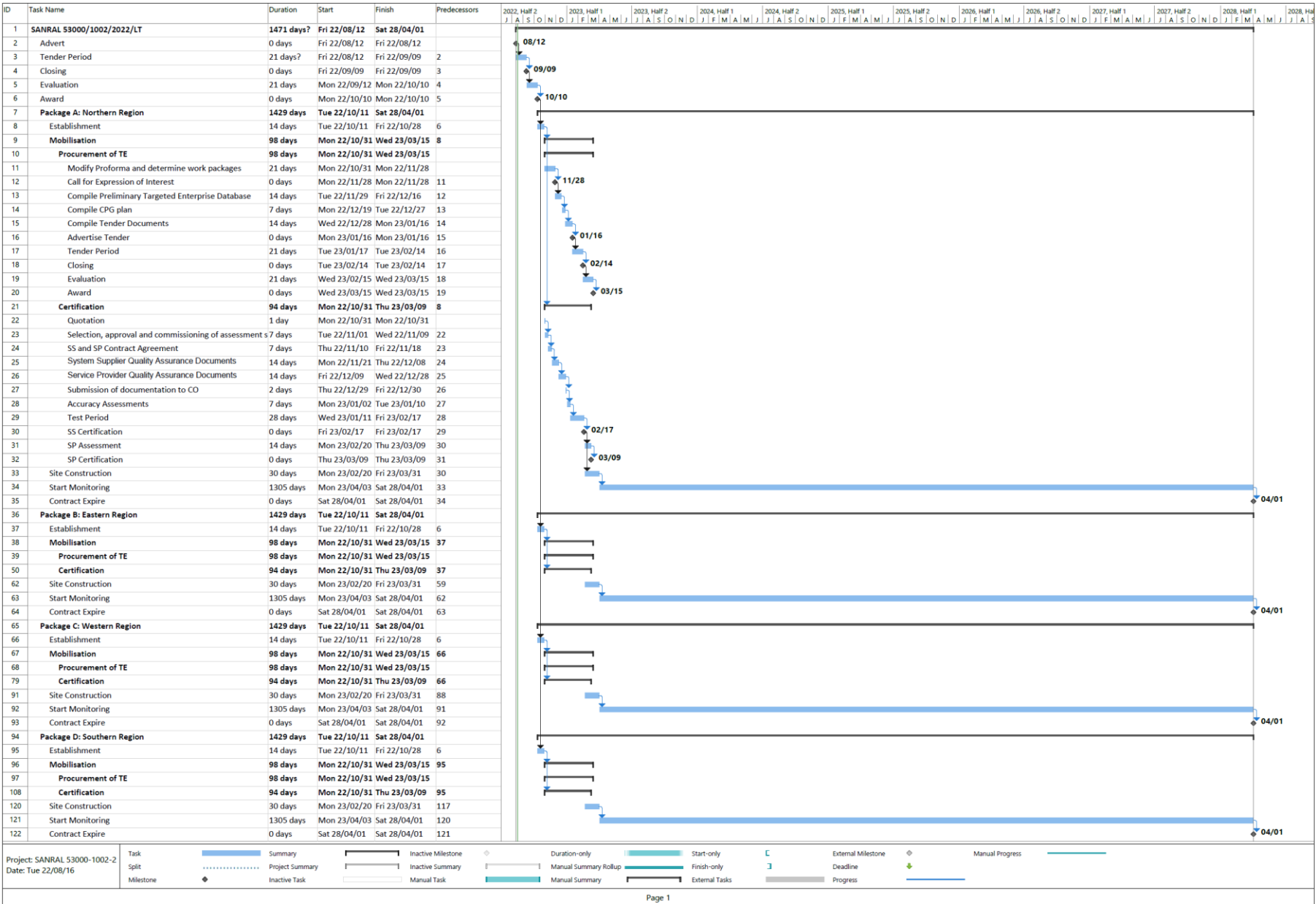
The Service Provider will be allowed to proceed with the traffic counting programme after the successful completion of the System Supplier certification. The Service Provider will be required to complete the service provision certification within 3 months after the System Supplier's certification. Failing to do so, the Service Provider shall be subjected to penalty conditions expressed in the Contract Data.

Please see the illustrative program in Figure 1 below.



SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE



**Figure 1: Illustrative Program**

**18.6 MONTHLY MEETINGS**

Refer to Clause C.3.3.4.10 for detail.

**18.7 NON-PERFORMANCE**

Refer to Table 4 for detail.

**CHAPTER 19: MONITORING DATA REQUIREMENTS**

**19.4 DATA AUTHENTICATION**

Please take note that the authentication software from SANRAL is still being developed. No authentication will be required until the software has been completed.

**19.6 DATA VERIFICATION**

Please take note that the data management software from SANRAL is still being developed. Level 1 validation will be applied to all submitted data. Please see SANRAL Data Verification Tests as part of the downloadable documents. The Service Provider will be required to at least test the data against Level 2 validations as specified by Chapter 19 until the software has been completed.

**CHAPTER 20: MONITORING SERVICE SPECIFICATION**

Replace this Chapter with Section C3.3 below.

**CHAPTER 21: PAYMENT REQUIREMENTS**

**21.3 RATES TO BE INCLUSIVE**

*Add the following paragraph after g):*

“VAT shall be excluded from the rates.”

**C3.3 SPECIAL PROJECT SPECIFICATIONS****Notes to tenderer:**

1. The project specification takes precedence over the specifications in the TMH 3 and TMH 14 documents.

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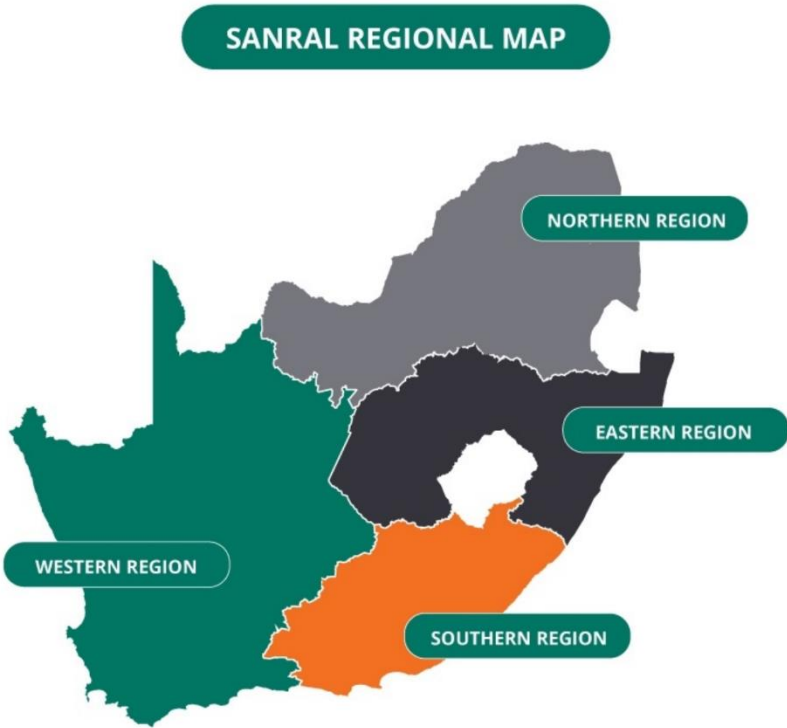
C3.3.1 GENERAL REQUIREMENTS AND PROVISIONS

C.3.3.1.1 SCOPE

This section covers matters which relate to the contract as a whole. Definitions, phrases, or wording which would otherwise require repetition in other sections of the specifications are also covered by clauses in this section. Matters covered by the general conditions of contract are not repeated in this section, except where necessary for providing more detailed information.

This section also provides the description of the project and the general requirements for executing the traffic monitoring work for Service Providers. The work required is for Type C1 Traffic Monitoring Systems in the Northern Region, Eastern Region, Western Region and Southern Region. The SANRAL regions are currently made up as follows (this will change in future):

REGION	PROVINCE
Northern Region	Gauteng
	North West
	Limpopo
	Mpumalanga
Eastern Region	KwaZulu Natal
	Free State
Western Region	Northern Cape
	Western Cape
Southern Region	Eastern Cape



**C.3.3.1.2 DEFINITIONS**

Unless inconsistent with the context, in these specifications, the following terms, words or expressions shall have the meanings hereby assigned to them.

**1. CONCESSIONS**

There are currently three routes operated by concessionaires. These are concessioned to the private sector on a Build, Operate and Transfer (BOT) basis. Each of these contracts comprise approximately 400 km of road, and at the end of the 30-year concession period these roads will be returned to SANRAL in the specified condition, without charge.

**a) N3 Toll Concession (N3TC)**

N3 Toll **Concession** (RF) Proprietary Limited (N3TC) is responsible for the 417 km of road on the N3 between the Cedara I/C, near Hilton, in KwaZulu-Natal and the Heidelberg South I/C in Gauteng.

**b) Bakwena Toll Concessionaires**

The **Platinum Toll Highway** is managed by Bakwena and consist of a 95-km section of the N1 between Proefplaas I/C in Tshwane and the Warmbaths I/C in Bela-Bela and 290 km section of the N4 between the N1 and the Botswana Border.

**c) Trans Africa Concessionaires (TRAC)**

Trans **African Concessions** (TRAC) is responsible for the 570 km of the N4 TOLL ROUTE: Tshwane to Maputo between Solomon Mahlangu off-ramp in Tshwane and the Port of Maputo in Mozambique. Toll plazas operate on this stretch of the road, all of which are also managed by TRAC.

**2. CONTRACTOR**

The Contractor and the contractor is the same persona defined under clause 1.1.2.3 of the FIDIC Conditions of Contract, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

**3. EMPLOYER**

The Employer and employer is the same persona and is defined in C1.3.2 Contract Data, and clause 1.1.2.2 of the FIDIC Conditions of Contract.

**4. ENGINEER**

The Engineer and engineer is the same persona and is defined in the C1.3.2 Contract Data, and clause 1.1.2.4 of the FIDIC Conditions of Contract.

**5. GIS**

A geographic information system (GIS) is a system designed to capture, store, manipulate, analyse, manage, and present spatial or geographic data.

**6. HEAVY AXLE**

“Heavy axle” means an axle the wheels of which are fitted with tyres of a size (bead seat diameter) greater than 406,4 millimetres (16 inches), or an axle with more than two (2) wheels irrespective of tyre size, but excluding any axle of a motorcycle, a motor tricycle, or a motor car.

**7. HEAVY VEHICLE**

“Heavy vehicle” means a motor vehicle with at least one heavy axle and/or any vehicle which is principally designed or adapted for the conveyance of persons exceeding sixteen (16) in number.

**8. HOMOGENEOUS TRAFFIC SEGMENT**

A section of a road over which the various traffic characteristics, such as traffic counts and axle loading are approximately the same over the length of the section.

**9. I/C**

I/C means Interchange and includes all on-ramps and off-ramps forming part of the interchange.

**10. KEY PERFORMANCE INDICATOR (KPI)**

A measure which is used to evaluate performance of systems and agencies.

**11. KML**

KML is a file format used to display geographic data in an Earth browser such as Google Earth. KML is an international standard maintained by the Open Geospatial Consortium, Inc.

**12. LOGGER**

Electronic equipment that records all vehicles passing over the sensors.

**13. INTERSECTION (I/S)**

An intersection is an at-grade junction where two or more roads or streets meet or cross.

**14. INTRUSIVE**

Intrusive means the installation of sensors in the road pavement by means of cutting equipment. These sensors cannot be removed.

**15. NON-INTRUSIVE**

Non-intrusive means that sensors are placed on top of the road pavement and can be removed once the survey is completed.

**16. ROUTINE ROAD MAINTENANCE (RRM)**

Routine road maintenance may be defined as those treatments that are applied to a pavement, in order to keep the pavement functioning properly. As such, routine maintenance is sometimes referred to as “reactive maintenance.” This suggests that it is work that is performed as a reaction to a specific distress. Routine maintenance is performed on pavements as they begin to show signs of deterioration but is generally considered to be a wasted effort on pavements that are severely distressed.

Filling a pothole is an example of a routine maintenance activity: It cannot be scheduled before the pothole appears and it should not be left unattended once the pothole has developed. However, if there are too many potholes present, a more comprehensive repair may be needed. In addition to pothole



repair, routine maintenance treatments applied to pavements include edge patching, crack sealing and filling, and shoulder repair. Routine maintenance works are divided into the following work types:

- **NON-PAVEMENT (N):** These include all the activities that are accomplished outside of the road surface, like clearing side drains & culverts, vegetation control, line-marking, road signs repair, guard rail repair, etc.
- **PAVEMENT (P):** These are works responding to minor pavement defects caused by a combination of traffic and environmental effects, for example, crack sealing, patching, edge repair; shoulders re-gravelling and grading.

## 17. **SHAPEFILE**

The shapefile format is a popular geospatial vector data format for geographic information system (GIS) software. It is developed and regulated by Esri as a (mostly) open specification for data interoperability among Esri and other GIS software products.

## 18. **STATION**

A station is defined as either a full site at which all lanes are counted or a partial site at which only a subset of lanes has been counted. In this document sometimes referred to as Comprehensive Traffic Observation (CTO) stations.

## 19. **TOLL MONITORING STATIONS**

Toll monitoring stations are Long-Term traffic monitoring stations used to monitor the traffic which passes through toll plazas or e-Toll gantries.

## 20. **WORKS**

The works is described in PART C4: of this document and is as defined in Clause 1.1.5.8 of the FIDIC Conditions of Contract and prescribed in Sections C, D & E of this Volume.

### **C.3.3.1.3 PERSONNEL REQUIREMENTS**

#### **a) Key persons**

The Service Provider's key persons become a contractual commitment upon award. However, the Employer recognises that key persons may for some, or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request and approval but does not require a Works Authorisation to be submitted. Replacement personnel shall be of same or better competence and experience as those initially accepted.

The key persons required for this project are listed in Form C1.3.2 Contract Data: Information provided by the Employer and forms part of the eligibility criteria in T1.2 Tender data paragraph 4.1.1 (a). The tenderer must list proposed candidates for the prescribed positions in the core team in Form 0 Contract Data: Information provided by the Tenderer.

The key persons required for this project are:

- Project Manager
- Data Manager

Other persons required but not listed a key person and as such do not have to be submitted at time of tender but will require approval after award.

- Contracts Director (Not scored at tender stage)
- OHS Specialist (Not scored at tender stage)

b) **Minimum requirements**

The minimum qualifications and requirements for the service and sub-Service Provider's personnel shall be as indicated in the table below.

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years) <sup>1</sup>	Other Requirements
Contracts Director	None	5	Experience as Contracts Director
Project Manager	NQF 6	10	Experience in Traffic Monitoring field or Traffic Engineering field.
Data Manager	NQF 4	5	Traffic Data validation experience.
OHS Specialist	SACPCMP <sup>6</sup> registration as a Professional Construction HSE Agent or Manager	As required by SACPCMP <sup>2</sup>	

<sup>1</sup> Relevant experience is the actual number of years, measured from the date of acquiring the base qualification (either B.Eng / BSc.Eng or B.Tech for Pr.Eng or Pr.Tech Eng respectively and diploma for Pr.Techni Eng), worked in the field of the specified position.

<sup>2</sup> South African Council for Project and Construction Management Professions (SACPCMP)

#### C.3.3.1.4 NOTICES, SIGNS AND ADVERTISEMENTS

Other than station information plates, the Service Provider shall not erect any signs, notices or advertisements on or along the works or the site of the works without the written approval of the of the Employer.

The Employer shall have the right to have any sign, notice or advertisement moved to a better position or to have it removed from the site if it should in any way prove unsatisfactory, inconvenient, or dangerous to the general public.

#### C.3.3.1.5 WORKMANSHIP AND QUALITY CONTROL

The Service Provider shall implement a quality assurance system that replicates an ISO 9002 and appoint a quality manager who shall ensure that members of the Service Provider's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Service Provider.

The Service Provider shall submit the quality assurance system he proposes using to the Employer, for his approval, within two weeks of the Commencement Date. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted. Once

accepted by the Employer the Service Provider shall not deviate from it unless written notification of proposed changes has similarly been submitted and approved.

Where appropriate the Service Provider shall make use of the Employer's TMH manuals in preparing his quality assurance system. No monitoring activity shall commence before the Employer has approved the Service Provider's quality assurance system.

#### **C.3.3.1.6 SERVICE PROVIDER'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

The Service Provider shall exercise any rights that maybe ceded to him by an authority in terms of any statutory provisions for purposes of executing the contract, on condition that;

- a) the Service Provider complies strictly with the requirements of such statutory provisions, particularly in regard to the matters relating to serving notice on the owner or consultation with him,
- b) the Service Provider shall put in writing all his agreements with owners of property outside the road reserve or of services inside or outside the road reserve in respect of the following matters:
- c) the supply of electricity and communications,
- d) the reinstatement of property occupied, used, damaged, or destroyed, for whatever purpose, or compensation therefore in lieu of reinstatement,
- e) any similar matter directly related to the Service Provider's activities on or in respect of private property or services,
- f) these agreements shall be signed by all the parties concerned and delivered to the Employer.
- g) where, in addition to any agreement with the owner of any property to be entered upon or temporarily occupied, it is understood or required that the Service Provider shall serve notice on the owner immediately before actually entering upon or occupying the private property, and shall give proper notice thereof in writing, and the Employer shall be supplied with a copy of such notice, together with acknowledgement of receipt.

On completion of his operations, the Service Provider shall obtain from the owner concerned, a written statement to the effect –

- a) that the Service Provider has fulfilled his obligations under any written agreement, or, in the absence of a written agreement,
- b) that the owner has received all the compensation he is entitled to and is also satisfied that all property occupied, or used, has been properly restored and is in a satisfactory condition.

All such statements shall be signed, dated, and delivered to the Employer.

#### **C.3.3.1.7 WORK ON OR ADJACENT TO OTHER STATUTORY BODIES**

All work carried out on or adjacent to the property of statutory authorities other than SANRAL shall be carried out strictly in accordance with the latest requirements of such authority.

#### **C.3.3.1.8 USE OF EXPLOSIVES**

The use of explosives is not allowed.

#### **C.3.3.1.9 REIMBURSEMENT OF TOLL CHARGES**

The Service Provider will not be compensated separately for the costs of toll charges arising from the passage of own and Subcontractors' vehicles and equipment through toll plazas for the purposes of executing the works.

#### **C.3.3.1.10 ENVIRONMENTAL REQUIREMENTS**

Trees and shrubs established in landscaped areas of interchanges and in the road reserve may under no circumstances be disturbed without specific instruction from the Employer for their removal. Trees and shrubs inadvertently destroyed by the Service Provider shall be replaced with the equivalent at the Service Provider's own cost.

Disposal of any bituminous-based material shall only be at an approved location and by means of an approved method, arranged beforehand with the Employer. Bituminous binders shall not be disposed of on the Site but shall be returned to the supplier for disposal.

All waste shall be disposed of in terms of the applicable legislation.

#### **C.3.3.1.11 PROCUREMENT OF SUB-SERVICES AND OMITTED RATES (SECOND TIER PROCUREMENT)**

Second tier procurement include the procurement of any work where either the particulars of the work is not scheduled and priced, or where the process of procurement of the sub-service provider is specified elsewhere in the contract specification. It includes the procurement of work where rates have been omitted or where allowance for the work is made under a Provisional sum or Prime sum item or where allowance for the work is made under a Provisional sum or Prime sum item but the particulars of the work is not scheduled, or where work is instructed under clause 13[Variations and Adjustments] or where work is to be performed by Targeted Enterprises.

The following procurement methods is to be followed as appropriate:

- a) Where the particulars of the work are not scheduled but existing rates for similar work exist in the contract and the work can therefore be executed by the contractor or his sub-contractor at the existing contract rates.

No separate procurement process is required. The work is to be quantified and scheduled utilising existing rates and approved through the Works Authorisation process.

- b) Where the payment calculation is based on a formula specified in the contract document, or where the payment rate is pre-determined or fixed by the client.

No separate procurement process is required. The work is to be quantified and approved through the Works Authorisation process.

- c) Where the supplier is not selected by the contractor and actual cost is reimbursable and no procurement process is possible.

No separate procurement process is required. The work is invoiced by supplier on completion and approved through the Works Authorisation process at the end of the contract.

- d) Where there are omitted items as part of the existing scheduled scope of work and no existing rates for similar work exist in the contract, or where there are no existing rates for the materials to be supplied and suitable rates for material to be determined.

A proposal for a new rate shall be submitted by the contractor and evaluated by the engineer, by comparing with either adjusted relevant rates in the contract, or by comparing with similar rates on similar contracts, or by comparing three informal quotes to substantiate the rate. The new agreed rate is approved through the Works Authorisation process.

- e) Where the particulars of the work is not scheduled and the estimated cost of the work (including VAT and excluding Contract Price Adjustment) is equal or less than R 500,000.00 and there are no existing rates for similar work and the contractor's proposal submitted in terms of FIDIC Variation 13.1 is not accepted and the work is to be performed by a sub-contractor.

A minimum of three quotations shall be obtained from Targeted Enterprises (as defined in PART D:). The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Quotation to include form of quotation, CSD registration, CIDB (where applicable),

A Works Authorisation shall be approved prior to execution of the work.

- f) Where the particulars of the work is not scheduled and the estimated cost of the work is more than R 500,000.00 (including VAT and excluding Contract Price Adjustment) and there are no existing rates for similar work and the contractor's proposal submitted in terms of FIDIC Variation 13.1 is not accepted and the work is to be performed by a sub-contractor.

The work is to be procured through a tender process. The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Tenders to close at the relevant site offices at a specific date and time
- Tender documents to include form of Offer, CSD registration, Tax compliance, CIDB (where applicable), SBD1, SBD 4, SBD 8, SBD 9, SBD 6.2, BEE certificate, Form A2.2
- Tenders to be evaluated on price and preference
- Evaluation by contractor for review by engineer

A Works Authorisation shall be approved prior to execution of the work.

- g) Where the particulars of the work are identified by the contractor to be performed by subcontractors who are Targeted Enterprises to form part of the specified Contract Participation Goals for Targeted Enterprises.

The work is to be procured as per the process specified in clause D1.7.

- h) Where the work is unforeseen, urgent and the relevant procurement method as indicated above will result in a delay to the contract and payment for a claim for extension of time and/or cost, or where the above procurement methods are not applicable or cannot fully be complied with.

The Employer will determine the most appropriate procurement process to be followed and approved through the Works Authorisation process."

#### **C.3.3.1.12 DRAWINGS PROVIDED BY THE SERVICE PROVIDER**

Where the Service Provider is required to prepare any drawings for the purpose of this contract, they shall be prepared as specified below, and/or in accordance with any further requirements specified by the Employer.

Drawings shall be on A3, or A4 paper depending on the legibility of the finest detail on the drawings. Should the Employer so require, any drawing provided on A4 may be required to be resubmitted, resized to fill the page, on A3.

The drawings shall be compiled in the official language of the contract and comply in all respects with the requirements of the Employer.

Any accepted or approved drawings shall form an integral part of the contract documents, and any drawing not accepted and signed will serve no purpose regarding the contract. Notwithstanding the approval and/or acceptance and signing of the drawings, the Service Provider shall take full responsibility for all details, discrepancies, omissions, errors, etc., in respect of the said drawings as well as for the consequences thereof.

The Service Provider shall submit only fully completed drawings in accordance with this specification and shall not be entitled to claim for delays resulting from the submission of incomplete drawings. The Employer will require a period of fourteen calendar days, depending on circumstances, for reviewing the complete drawing(s).

No direct payment for design, preparation and submission of drawings will be made and all costs shall be included in the rates tendered for the relevant pay items as provided in the schedule of quantities.

#### **C.3.3.1.13 LEGAL AND CONTRACTUAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC**

Section D of the Scope of Works contains provisions that regulate the contractor's work methods for compliance with Small Contractor Development, Training and Community Liaison. No separate payment mechanism has been made available for the Service Provider to allow for his compliance with relevant black economic empowerment legislation. The Service Provider shall include such costs in the existing payment items under Section C.3.3.7.5. However, non-compliance with the provisions of Section D may lead to the imposition of penalties.

Section E of the Scope of Works contains the specifications that regulate the Service Provider's work methods so far as to ensure health and safety of his employees and of the public. New pay item has been made available under this section to allow the Service Provider to make separate provision for the cost of health and safety measures during the construction process. The Service Provider shall comply with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as well as all applicable Regulations. The Service Provider remains responsible for the health and safety of his employees and those of his Mandataries. The specifications with which the Service Provider shall comply with are detailed in Section E of the Project Specifications.

#### **C3.3.2 PERFORMANCE MEASUREMENT PRINCIPLES**

The objective of the Performance Measurement is to incentivise the Service Provider by utilising performance-related adjustments to the Payment Certificate to ensure that the level of performance is of a consistently high quality to achieve the Employer's Objectives.

##### **C.3.3.2.1 MEASUREMENT DETAILS**

The incentives and penalties described herein will be included in the Payment Certificate and will adjust the certificate accordingly on a monthly basis.

The performance measurement is applied to delivery of services provided from the appropriate service commencement milestone or the date on which a specific service commences.

The Service Provider shall use the mechanism described herein to derive the total Incentive and/or Penalty for the package applicable to the reporting period.

Incentive and Penalties are mutually exclusive and will be accumulated to determine the total incentive/Penalty amount for the reporting period.

Where the actual performance for the reporting period of any performance area is below the minimum desirable level (level below the minimum required not to be in breach of contract requirements) the Service Provider shall publish a Recovery Plan within 7 working days to the Employer, for approval by the Employer, that describes the remedies that the Service Provider will undertake to restore Service Levels to a level above the minimum required level unless otherwise agreed by the Employer.

The performance measurement for systems availability does not make separate allowance for scheduled or preventative maintenance, and consequently all downtime (irrespective of whether it is due to systems failure scheduled/preventative maintenance) shall be included in the calculations of system availability.

#### **C.3.3.2.2 PERFORMANCE PRINCIPLES**

##### **a) Operations**

- i) Operations will be taken over from the current Service Provider.
- ii) Performance which could attract penalties, individually per element, if levels drop below current levels is the following:
  - Detection , Verification , Notification
  - Accuracy of data capturing
  - Reporting per month
  - Compliance with Rules and SOP's
- iii) No, late and/or erroneous operations reports as required by the Service Provider, will be penalised.
- iv) Non-compliance with rules and SOPs by the operations staff will attract penalties.

##### **b) Maintenance**

- i) Service Provider is paid for completed maintenance tasks.
- ii) Service Provider is paid for completed maintenance tasks and is penalized if corrective maintenance is not completed within the specified times.
- iii) No, late and/or erroneous maintenance reports as required by the Contract will be penalised.
- iv) Non-compliance with rules and SOPs by the maintenance staff will attract penalties.

#### **C.3.3.2.3 MAINTENANCE PERFORMANCE**

The maintenance performance of the Service Provider will be measured as follows:

- a) Preventative Maintenance:
- b) Corrective Maintenance:
  - i. Requirements
  - ii. Penalties
- c) Availability of stations
- d) Reporting
- e) Compliance

The detailed performance requirements for each of the above are outlined in detail in the following sections. The Service Provider must ensure full functionality at all times. In terms of the maintenance performance requirements the words: fault, non-functional, error, not working, failure, etc refer all to a device or a function which is not performing its intended purpose either in isolation or as part of the system. In all cases, whenever this occurs the maintenance performance requirements apply.

**a) Preventative Maintenance**

The Service Provider is required to do regular preventative maintenance on all stations. The preventative maintenance will be conducted as outlined in the TMH3 Quality Assurance Manuals and as approved by System Supplier and the Employer. The Quality Assurance Manuals will include amongst others, the minimum required maintenance and frequency of maintenance of all stations, including field infrastructure, power supply devices and network, communication devices, servers etc.

The maintenance work will be measured, checked, and approved for payment per station per occurrence. If maintenance is not done, then there will not be payment for the work.

**b) Corrective Maintenance**

Corrective Maintenance will be conducted by the Service Provider if and when required. The Service Provider will be required to have maintenance teams on standby to respond to any breakages and malfunctioning stations as quickly as possible and to repair and commission the station as soon as possible. The minimum required standards for the response times are outlined in the following table for different levels of priority.

**Table 2: Corrective Maintenance Response and Correction Times**

<b>Corrective Maintenance Minimum Times</b>		
<b>Action</b>	<b>Major Failure/Error</b>	<b>Minor Failure/Error</b>
Logging of Defect (Manual)	30 minutes	
Logging of Defect (Auto)	1 minute	
First Line Fault Finding (Back Office)	1 hour	3 hours
Second Line Fault Finding (Technician)	2 hours	
Fix Fault. If not possible, report on the required corrective action – Confirm WA	4 hours	
Time to Correct/Remedy Fault	48 hours	72 hours

The response and minimum times outlined in the above table, depends on classification of the incident as a minor or major error or failure. The criteria in the following table provides guidance regarding the major/minor classification.

**Table 3: Classification of Faults: Major and Minor Faults**

<b>Equipment/System/Device</b>	<b>Major Fault</b>	<b>Minor Fault</b>
Power or Comms Error or any other fault affecting multiple devices	> 5 devices in total not working	< 5 devices in total not working
Monitoring Stations	> 15	< 15
Data Recording System	Partial or No Recording	
Data Backup System	Partial or No Recording	
Maintenance Management system	Partial or No Recording	



Device/System Monitoring Software	Partial or No Recording	
<i>Device Failures include failure of backup power supplies, i.e. solar and batteries</i>		

Corrective Maintenance Penalties as included in Table 4 will be applicable to the corrective maintenance function.

### c) Station Availability

- i. Any non-functioning and/or inaccurate station needs to be repaired and validated based on the corrective maintenance response and repair times.
- ii. Non-functioning refers to any mechanical, electrical, electronic or communication error resulting in the data from the station not being available. It also refers to the accuracy of the station.
- iii. Non-functioning stations will incur the following penalty:
  - Determine the number of station hours lost as a percentage of the total station hours available per month considering all the hours of the month and all stations. The time measurement will start after the corrective maintenance response times have elapsed.
  - Penalty will be equal to the lesser of:
    - The percentage hours lost multiplied with 10 and multiplied with the penalty include in Table 4.
    - The maximum stated penalty in Table 4.
- iv. The penalty for non-availability of stations will be added to any other penalties. It will be determined monthly based on the performance during the previous calendar month. Will be included in the monthly payment certificate and will be deducted from the final payment amounts.

### d) Reporting

The Service Provider is required to submit several reports and provide routine maintenance reports at least on a monthly basis. The report requirements are outlined in the Contract Document, Scope of Work and in the Maintenance Requirements.

Penalties applicable to the maintenance reporting function are the following:

- Refer to Table 4 for relevant penalties and maximums.
- Clear evidence of lateness, incompleteness and errors will be required before penalty will be applied.
- Determined monthly based on the performance during the previous calendar month.
- Will be included in the monthly payment certificate and will be deducted from the final payment amounts.

### e) Compliance with Rules and SOP's

The Service Provider and specifically the maintenance staff will be working in the public and the road environment and it is important that all maintenance staff comply with the relevant rules of the road and the rules of the different road authorities.

In addition, all maintenance and construction personnel shall comply with all the relevant health and safety regulations and the all the requirements regarding road signs and construction work within the road reserve.

Refer to Table 4 for penalties for non-compliance with the rules.

#### **C.3.3.2.4 PENALTY REGIME**

The value of all penalties and the maximum penalty amounts as well as incentives and maximum incentive amounts are summarised in Table 4.

**Table 4: Performance Requirement Summary**

Performance Requirement Summary						
Function	Description/Element	Unit	Criteria	Amount	Maximum	Comment
<b>PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS - TMH 3</b>						
2.4 System Supplier Certification completion (Also see 18.5 MONITORING PROGRAMME)	Completion Time	Calendar Day	6 months after contract award	R500		In addition to any other penalty, CPA applicable
	Not to specification	Calendar Day	Type B1	R500		
2.5 Service Provider Certification (Also see 18.5 MONITORING PROGRAMME)	Completion Time	Calendar Day	9 months after contract award	R500		
	Not to specification	Calendar Day	Type B1	R500		
2.5 Targeted Enterprise Certification	Completion Time	Calendar Day	24 months after contract award	R500		
	Not to specification	Calendar Day	Type B1	R500		
19.4 DATA AUTHENTICATION	Completion Time	Occurrence/ Station	1 Hour from extraction	R500		Only when implemented. In addition to any other penalty, CPA applicable
19.5 Data Submission	Completion Time	Occurrence/ Station	<b>Unvalidated:</b> 24 Hours after extraction	R500		In addition to any other penalty, CPA applicable
	Completion Time	Occurrence/ Station	<b>Validated:</b> 4 days after end of month	R500		
19.8 Complete Data Sets	Not to specification	Station/ Month	95% data availability	R500 per every one percent below	R6000 per month per station	In addition to any other penalty, CPA applicable. All percentage calculations are rounded down to nearest one percent
<b>PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS - TMH 14</b>						
9.3 Individual Vehicle Data	Not to specification	Station/ Month	No fatal errors according to TMH 14	R500	R6000 per month per station	In addition to any other penalty, CPA applicable
12.3 Counting station definition file (RSS)	Not to specification or not submitted with change in location.	Occurrence/ Station	24 hours after notification	R500		
12.5 Counting station image files	Not to specification or not submitted with change in location.	Occurrence/ Station	24 hours after notification	R500		

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

Performance Requirement Summary						
Function	Description/Element	Unit	Criteria	Amount	Maximum	Comment
C3.3 SPECIAL PROJECT SPECIFICATIONS						
Timeliness of Repairs	Response Time	Station/ Calendar Day	Within 48 hours of sensor failure	R1000		
C3.3.10 Accommodation of Traffic	Not to specification	Occurrence or failure to submit comprehensive photographic records per occurrence	SARTSM	R2000		
	Response Time	Hour	Correction of incorrect traffic accommodation once identified	R200		
STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT						
D1.3.5 Contract Participation Targets	Not to specification	Formula	As per formula			In addition to any other penalty, CPA applicable
D1.10.5 Contract Skills Development Goal	Not to specification	Formula	As per formula			
Subcontracting without disclosure or non-compliance to Subcontract agreement requirements	Not to specification	Formula	Up to 10% of the Contract Price			
OPERATIONS PERFORMANCE						
Reporting	Late Submission	Calendar Day	Date	R 2 000	R 25 000 per month per element	In addition to any other penalty, CPA applicable
	Incomplete	Per occurrence	Content	R 1 000		
	Errors in Report		Error	R 1 000		
Compliance	SOP's	Occurrence	Error	R 2 000		
Maintenance Performance						
Monitoring and Logging	Equipment condition monitoring	Minutes	Manual: 15 min Auto: 1 min	R 2000 per minute or part thereof	R 25 000 per month total for both functions	In addition to any other penalty, CPA applicable
	Defect Logging	Minutes	Manual: 30 min Auto: 1 min			
Corrective Maintenance	First line fault finding	Minutes	Minor Fault: 30 min		R 100 000 per month	

## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

Performance Requirement Summary									
Function		Description/Element		Unit		Criteria	Amount	Maximum	Comment
				Major Fault: 1 min	R 2000 per hour or part thereof	total for all elements in this category. CPA applicable.			
		Second line fault finding	Minutes	120 minutes					
		Fix fault	Minutes	360 minutes					
		Time to correct	Hours	Minor Fault: 48 Hrs Major Fault: 24 Hrs					
System Availability		Traffic Monitoring Stations	% Hours lost x 10	98%	R 6000 per every one percent below	R 25 000 per month. CPA applicable	In addition to any other penalty, CPA applicable. All percentage calculations are rounded down to nearest one percent.		
Reporting		Late Submission	Calendar Day						
		Incomplete	Per occurrence						
		Errors in Report	Every 10 errors						
	Late Submission	Calendar Day	Date	R 2 000	R 25 000 per month element	In addition to any other penalty, CPA applicable			
	Incomplete	Per occurrence	Content	R 1 000					
	Errors in Report	Every 10 errors	Error	R 1 000					
Compliance	SOP's	Occurrence	Error	R 2 000					
	Rules in TMC	Occurrence	Transgression	R 1 000					

### **C3.3.3 QUALITY ASSURANCE MANUAL**

#### **C.3.3.3.1 GENERAL**

The Service Provider's Quality Assurance Manual shall be comprehensive and of sufficient quality and detail to enable and permit the Employer to perform their duties diligently under the Contract.

The Service Provider shall ensure that this document and any revision thereof is submitted timely for review and acceptance by the Employer.

The subjects addressed in the plan shall be reviewed, improved and/or expanded when such needs have been identified for the purpose of meeting the Employer's set objectives in the Contract.

The Service Provider shall continuously seek, identify, record, implement and monitor improvements to his manual in order to ensure continuous improvement towards meeting the Employer's objectives stated in the Contract.

The Service Provider shall every 3 months or when requested to do so, submit a status report to the Employer in relation to the aforementioned improvements.

When the Service Provider is reasonably required to expand or review and update any part of his document, the Service Provider agrees to do so and to implement all such associated activities promptly.

#### **C.3.3.3.2 MINIMUM REQUIREMENTS**

The minimum requirements in terms of the content of the Service Provider's Quality Assurance Manual are:

- a) The Manual shall include a detailed strategy on how the Contractor shall mitigate his risks pursuant to the Contract;
- b) The Manual shall include the preventative maintenance strategy.
- c) The Project Manager of the Service Provider's whose duties could include the following:
  - i) Overseeing of the maintenance aspects of the entire regional system by means of monitoring software and hardware, automated performance or error reports, staff meetings;
  - ii) Planning of maintenance activities, including the coordination of human resources and deployment of maintenance teams;
  - iii) Evaluation of statistical data, aimed at improving equipment operation and maintenance methodologies and procedures (as part of Continuous improvement processes); and

### **C3.3.4 TRAFFIC MONITORING REQUIREMENTS AND PROVISIONS**

#### **C.3.3.4.1 MANAGEMENT OF THE CONTRACT**

SANRAL has its Head Office located in Pretoria and four Regional Offices located in Pretoria, Pietermaritzburg, Gqeberha and Cape Town. All contracts will be managed from its Head Office.

#### **C.3.3.4.2 TRAFFIC MONITORING LEVEL OF COMPETENCY**

SANRAL has realised the importance of getting new entrants to the traffic monitoring market. Other contracts have been advertised that will provide for the entry level competencies. Prequalification for future contracts will be dependent on the acquired competency level of a Service Provider.

This contract will be for Traffic Monitoring System Type C1 for Long-Term Traffic Monitoring. Please see Table 5 below for required Traffic Monitoring System types for future contracts.

**Table 5: Traffic Monitoring Level of Competency**

Description	Required Traffic Monitoring System Type (TMH 3)
Manual Traffic Monitoring	M2
	M1
Short-Term Traffic monitoring	Non-intrusive - C1*
	Intrusive – C1*
Long-Term Traffic Monitoring (Normal)	C1
	C1 Freeway Management
	B2
	B1 – Toll Traffic Monitoring
Long-Term Traffic Monitoring (WIM Integrated)	B2, Class II – Weigh-in-motion (WIM)
	B2, Class I – Weigh-in-motion (WIM)
HS/LS WIM Screener	Class I – Weigh-in-motion (WIM)
Speed Enforcement	Average Speed Over Distance (ASOD) according to NRCS interim specification: LM – RTLE-ASOD: 2019
WIM Enforcement	NRCS interim specifications still being developed.

Certification will eventually be the only requirement for future contracts. See C3.3.17 for further reference.

#### C.3.3.4.3 OVERVIEW OF WORK TO BE CARRIED OUT

SANRAL recognises the benefits realised with the deployment of technology on the road network and will remain at the cutting edge of research and development to deliver SMART roads for the future. The strategic objectives underpinned in SANRAL's Horizon 2030 elevates Road Safety, Mobility, Stakeholder engagement as key pillars of its vision.

SANRAL is therefore building on its legacy of delivering state-of-the-art, high quality road infrastructure using technology and innovation.

#### C.3.3.4.4 RESTRICTION ON MONITORING ACTIVITIES

Installation of stations will be restricted on days with increased traffic flows. These days will be, for example, the day of school closure, over long weekends, and public holidays. The Service Provider must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered. Restricted days and periods are stated in Table 6 or as directed by the Employer.

**Table 6: Restriction on Monitoring Activities**

Day(s)	Activity to be restricted	Period of restriction
School closures in all provinces	Construction of Stations	From 12:00 on the day of closure until 07:00 on the following day
Easter weekend	Construction of Stations	From 12:00 on Thursday until 07:00 on Tuesday
Long weekends and public holidays	Construction of Stations	From 12:00 on the day preceding commencement of long weekend or public holiday until 07:00 on the day following the long weekend or public holiday
15 December to 8 January	Construction of Secondary Stations	From 00:00 on the commencement date of the restriction until 24:00 on the last date of the restriction

#### **C.3.3.4.5 RAMPING UP OF OPERATIONS AT COMMENCEMENT OF THE CONTRACT**

The Service Provider shall adhere to their tendered programmes for ramping up its operations and shall agree a programme with the existing Service Providers (if applicable) for the taking over of existing traffic monitoring sites if found suitable in accordance with its tendered programme.

#### **C.3.3.4.6 SCALING DOWN OF OPERATIONS PRIOR TO TERMINATION OF THE CONTRACT**

The Service Provider may be required, at the discretion of the Employer, to scale down its monitoring operations at any time during the contract, while a new Service Providers establishes itself to undertake monitoring.

#### **C.3.3.4.7 FAILURE TO ACHIEVE OR MAINTAIN CERTIFICATION**

The Service Provider will not be allowed to proceed with the traffic counting program unless the certification process for his System Supplier has successfully been completed. The submission of the TMH 3 System Assessment spreadsheet showing that all the minimum requirements have been met and endorsed by the Certification Organisation, will constitute a successful certification. The Service Provider will then proceed to obtain the "Service Provider" certification. The Service Provider must take note of the certification timelines specified in C.3.3.4.8.

The Service Provider shall only use accredited equipment and follow accredited procedures during the traffic monitoring program.

Failure to install and correctly operate equipment that has been certified by the Certification Organisation for the type of monitoring undertaken on the contract, shall be sufficient cause for the Employer, in his sole discretion, to order the Service Provider to cease work at that site, and to terminate the contract as provided for in the Conditions of Contract.

Should the Service Provider, at any time during the contract, for any reason whatsoever, lose the certification of the Certification Organisation in respect of the supplier of its equipment, in respect of itself as a Service Provider, or in respect of any procedure followed or equipment used to collect data on the contract, the Employer shall be entitled to terminate the contract as provided for in the Conditions of Contract.

#### **C.3.3.4.8 PROBATIONARY PERIOD**

Notwithstanding anything to the contrary in this Tender Document, the Service Provider shall be appointed for a six (6) months' probationary period. During this period, the Service Provider must satisfy the Employer that it can perform all the requirements set out in this Tender and show progress as tendered. The adjudication of whether the Service Provider can perform the work, lies within the sole discretion of the Employer.

If, during the first six months the Employer is satisfied, in its sole discretion, that the Service Provider is not meeting the expectations of this Tender, the Employer will have the right to terminate the agreement and the Service Provider will not have any recourse against such cancellation except for the Service Provider's rights to claim remuneration for work done and accepted by the Employer. For the measuring of the performance of the Service Provider in terms of this clause, the Employer will take into consideration the following:

- a) The insurances and guarantees required for this contract must be in place;
- b) The proposed staff complement, and organisational structure must be in place within one month after commencement date of this contract;
- c) The Service Provider should not have incurred more than R 100 000-00 of all applicable penalties within the first six months after commencement;
- d) The Service Provider should not have exceeded more than 14 days of any deadline set by the Employer in terms of the Specifications and the programme submitted by the Service Provider for the first six months.
- e) If, after nine (9) months after the commencement of the contract, the Service Provider has not successfully obtained the certification through an approved Certification Organisation required for the



kind of traffic monitoring being undertaken in terms of this contract, the Employer may, in its sole discretion, forthwith cancel the contract, in which case the Service Provider shall not have any recourse against such cancellation except for the Service Provider's rights to claim remuneration for work done. This Clause shall be inserted in any legal arrangement between the Service Provider and his subcontractor.

- f) Should the failure to obtain certification be proven to be due to the performance of the certification organisation, the Employer may, in its sole discretion extend the period for certification.

#### **C.3.3.4.9 STORAGE OF DATA**

The data collected on behalf of the Employer shall be safeguarded by the Service Provider in such a way that it is protected from all possible causes of unauthorised duplication, loss, damage, or destruction. Submission of data to the Employer in no way absolves the Service Provider from any responsibility for the safekeeping of any data belonging to the Employer, in his care. A duplicate of the data must be kept in a separate, secure location and must be updated weekly. The data must be kept for 5 years after the completion of the contract.

#### **C.3.3.4.10 LEGAL AND CONTRACTUAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC**

Section D of the Scope of Works contains provisions that regulate the contractor's work methods for compliance with Small Contractor Development, Training and Community Liaison. No separate payment mechanism has been made available for the Service Provider to allow for his compliance with relevant black economic empowerment legislation. However, non-compliance with the provisions of Section D may lead to the imposition of penalties.

Section E of the Scope of Works contains the specifications that regulate the Service Provider's work methods so far as to ensure health and safety of his employees and of the public. New pay item has been made available under this section to allow the Service Provider to make separate provision for the cost of health and safety measures during the construction process. The Service Provider shall comply with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as well as all applicable Regulations. The Service Provider remains responsible for the health and safety of his employees and those of his Mandataries. The specifications with which the Service Provider shall comply with are detailed in Section E of the Project Specifications.

#### **C3.3.5 MONTHLY REPORTING**

##### **C.3.3.5.1 SCOPE**

This section covers monthly reports that must be produced by the Service Provider for monthly meetings. Payment will not be made separately for any work undertaken under this section, and all costs incurred by the Service Provider must be included in other items. An example of a report will be given to the successful tenderers. Please take note of Clause C.3.3.7.4 for further reporting requirements.

Reporting of performance is the responsibility of the Service Provider. The Employer will review reports and confirm validity.

The Employer's visibility of Service Levels being delivered for each Function is critically dependent on timely, accurate and complete reporting by the Service Provider. Therefore, if the Service Provider fails to provide sufficient data to enable the Employer to assess the Service Provider's performance against any Service Levels (including an agreed remedy period), then the Employer will assess the Service Provider as not having met the specific requirement and any related penalties will be set to their maximum negative value for each KPI not reported.

##### **C.3.3.5.2 SERVICE PROVIDER'S RESPONSIBILITY**

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. The Service Provider shall submit draft minutes to the Employer for review before distribution which shall not be later than 14 (fourteen) calendar

days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

Draft copies of all reports submitted for review shall be discussed at specially convened meetings prior to their finalisation.

Attendance at the meetings and liaisons shall include joint venture members and/or Targeted Enterprise(s) (if any), sub-Service Providers and the designated key persons except for the hand-over meeting where the Employer shall also perform the duties of secretarial services. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

From the date of commencement of operations for each Function in the region, the Service Provider shall measure and provide such data as is reasonably required by the Employer for the purposes of monitoring the Service Levels for all relevant functions. The Service Levels shall be monitored continuously and reported separately by the Service Provider to a resolution of one day and averaged over the month (where stated) in a Performance Report ("Performance Report").

The Service Provider shall nominate a Project Manager who has prime responsibility for the Service Provider's provision of the services, the management of the Contract, reporting, generating performance-related Change Requests, representing the Service Provider, and providing the necessary information and support for the Performance Review.

As a minimum the Service Provider shall include in the Performance Report the performance per each performance area as outlined in this document, a summary of any significant trends that suggest degradation or improvement in performance and a proposed Recovery Plan wherever performance is below any minimum requirement or close to and/or a trend approaching the minimum requirements.

To ensure that the provision of services by the Service Provider is managed effectively from the commencement date of the Contract, monthly performance review meetings held between the Service Provider and the Employer as the Performance Review Committee. Either party, subject to the agreement of the other, may vary the date of such meetings but in no case shall such meetings be held at a frequency less than monthly.

The Service Provider shall provide all Performance Reports each month, to the level of detail required and shall present such reports in a format that the Employer shall reasonably require, including soft copies. The periods for capturing, collating, and publishing the Performance Report to the Employer shall not exceed [15] working days from the end of the month under review. The Service Provider shall publish a proposed format for the Performance Reports to the Employer for the Employer's review and approval. The Employer shall review the Performance Reports provided to determine the performance related payment according to the mechanism described in this book. The Employer and Service Provider shall agree the form, structure, and content of all the reports to be provided.

All meetings must be attended by the following personnel:

- Contract Director
- Project Manager
- Data Manager
- Technical Specialist from System Supplier

Except for taking the minutes of meetings, which is a duty of the Project Manager or his representative, the Service Provider shall provide a secretariat function which includes, amongst others, the following:

- a) Schedule meetings;
- b) Compile meeting agendas;

- c) Compile document packages for meetings;
- d) Distribute minutes of meetings;
- e) Distribute written communication to and from the Employer;
- f) Keep records of all the above and any other documentation; and
- g) Provide any other reasonable secretariat function pertaining to the monthly meetings.

### C.3.3.5.3 CONSTRUCTION PROGRESS REPORTS

For stations constructed, a properly annotated bar chart, complete with legend, in the following format must be provided monthly;

- a) rolling twelve months on the X-axis,
- b) the Y-axis shall consist of segmented bars of different colours for every month. The lower segment (red) shall show the total number of stations completely constructed in the month, the next higher segment must show the number of stations constructed in all previous months (yellow), and the uppermost segment, (white), must show the remaining number of stations to be constructed under the programme for the contract.

The chart must be supported by a table, in the following format,

**Table 7: Construction Progress Report**

Station No.	Station Name	Route, Section, Km	Approval Date by Employer	Date constructed	Reason for construction	Verification Date

Where work is undertaken in different packages, charts must be provided for each package, and for the whole contract.

A graph indicating in different colours, the construction programme of the Service Provider, and the actual progress achieved over the entire contract period. Where work is undertaken in several Regions, a separate graph must be submitted for each Region, and another showing the same information for the entire contract.

### C.3.3.5.4 TRAFFIC MONITORING DATA AVAILABILITY REPORTS

A bar chart, reflecting the number of stations counted for the month concerned, and hence, also the time periods during which data is collected simultaneously by both or all stations, in the following format;

- a) On the X-axis, months,
- b) On the Y-axis, the number of stations counted during the specific month. The stations must be divided into the groups applicable to each contract:
- c) A similar graph as described above showing the cumulative number of stations counted also divided into the above-mentioned groups.

Examples of these reports can be given on request.

### C.3.3.5.5 EXPENDITURE REPORT

A line graph must be provided indicating the expenditure incurred on the contract, as well as the originally programmed expenditure, both exclusive of VAT and escalation. Expenditure in terms of modified programmes, once accepted by the Employer, must be indicated in addition to the original programme. Each line must be shown in a different colour and the chart must be properly annotated and provided with a suitable legend.

A separate graph and table indicating monthly expenditure for CPI must also be provided.

**C.3.3.5.6 TIMELINESS OF DATA SUBMISSION**

Reports must be produced that indicate the extent to which the Service Provider has complied with the requirements for timeliness.

All data submitted later than the specified deadlines shall be reported monthly, in the following format;

- a) Station name, number, and type of station,
- b) The date that data should have been submitted,
- c) The date the data was submitted,
- d) Penalty to be deducted,

A graph must be produced showing a rolling twelve month on the horizontal axis, and the percentage data submitted late every month on the vertical axis

The report shall reflect a rolling twelve-month period. A separate report in the same format must be produced for data, showing only the monthly submission of validated data.

**C.3.3.5.7 DATA QUALITY REPORT**

A monthly data quality report must be submitted with every contract meeting showing the following information:

**Table 8: Data Quality Report**

Month	Station No	Station Name	Required Duration	No of full days counted	No of records	% Records edited	% Vehicles outside lower and upper bounds	% Data availability

**C3.3.6 PAYMENT CERTIFICATES**

SANRAL is developing an automated on-line payment certificate system and Service Providers will be expected to make use of this system once completed.

The following requirement must be followed when preparing payment certificates:

- a) Payment certificates must be submitted monthly within the first seven (7) workdays of the month.
- b) Certificates must be split into Toll and Non-Toll according to the location of the monitoring site. The Service Provider must confirm when in doubt.
- c) The following documentation must be submitted with all certificates:
  - i) A tax invoice (if VAT is claimed) or invoice not older than 3 days from date of submission. The invoice must display the following:
    - Addressed to SANRAL showing the PO Box or physical address.
    - Company VAT number
    - SANRAL's VAT number (4220186250) – only if VAT is claimed
    - Invoice Date
    - Invoice Number
    - Banking Details
  - ii) A Statement reflecting the applicable invoice
  - iii) Supporting documentation for all claimed pay items

### **C3.3.7 ESTABLISHMENT AND TIME RELATED OBLIGATIONS**

#### **C.3.3.7.1 SCOPE**

This section covers the establishment of the Service Provider's organisation and his general obligations. It also covers payment for certain general obligations, risks and liabilities and general items of cost not covered elsewhere.

#### **C.3.3.7.2 LEGAL AND CONTRACTUAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC**

The Service Provider shall take all the necessary steps to comply with the general conditions of contract, particularly in respect of the insurances and sureties required and his general obligations to the public and the Employer. He shall comply with all the regulations of statutory bodies.

Legislation imposes mutual obligations on the Employer and Service Provider in the performance of their duties to society and to the built and natural environment. To assist the Service Provider in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

PART D: contains provisions that regulate the Service Provider's construction methods for compliance with Small Contractor Development, Training and Community Liaison. Non-compliance with the provisions of PART D: D may lead to the imposition of penalties.

PART E: contains the specifications that regulate the Service Provider's methods so far as to ensure health and safety of his employees and of the public. A pay item has been made available under this section to allow the Service Provider to make separate provision for the cost of health and safety measures during the monitoring process."

#### **C.3.3.7.3 OFFICES, STORES, EQUIPMENT, STAFF AND TESTING FACILITIES**

The Service Provider shall establish and maintain offices, stores, vehicles, monitoring and computer equipment, staff, workshops, and testing facilities suitable for the efficient collection of traffic data.

The Service Provider shall provide, as part of this section, all computers and computer related equipment, traffic data loggers, software, and consumables necessary to carry out data collection, at his own cost. All software shall be fully and properly licensed.

The Service Provider shall provide, at his own cost, facilities for transferring data to the Employer at the times and as specified in TMH 3. Payment of the Service Provider's monthly claims may be delayed at the discretion of the Employer if outstanding data has not been submitted in the manner prescribed, or a penalty for not adhering to timeliness requirements shall be imposed as described elsewhere in these Specifications.

As part of this section, unless otherwise provided for in these Specifications, the Service Provider shall procure his own communication and power supply to each monitoring installation, except where a power supply is provided by the Employer from light masts, toll plazas, or another source.

All applications for telephone and electrical connections will be made in the name of the Service Provider. The Service Provider will be responsible for the timely payment of the monthly rentals and charges. Any charges whatsoever incurred for late payment of such services will be for the Service Provider's account for the duration of the contract.

#### **C.3.3.7.4 MONTHLY REPORTING**

When submitting any information required and interim certificates for payment, the Service Provider shall use the Employer's standard forms and formats. No payment can be made before the Service Provider is registered as a vendor on the Employer's system.

The Service Provider shall complete monthly reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects on the Employer's Integrated Transportation Information System (ITIS) or any other format as required by the Employer. This information shall also be reported on monthly for all sub-contractors employed.

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer and relies on people following procedures to populate system with data. ITIS currently consist of the following platforms:

- **ITIS Web** – Web enabled portal providing online access to various functions, workflows, and reports.
- **ITIS Desktop** – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.
- **ITIS Mobile** – Application (Android 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.

The Employer has several ITIS modules running on any of the above ITIS platforms which affect the Contractor, who will need to use these modules to perform certain procedures and to provide required information. The current module applicable to this contract is:

- Project Information Module – employment and training data.
- Data Loader Webservice – Loading of data through webservice

The above information shall form part of supporting documentation required for making interim payments in terms of the General Conditions of Contract.

Allowance has been made for these requirements in the Pricing Schedule under pay item C.3.3.7.(c) Monthly Reporting. Failure to comply may result in payments being withheld.

User manuals for the various functions can be downloaded from <https://itis.nra.co.za/Portal/Account/Login?ReturnUrl=%2fportal%2fDefault%2fIndex>, **Login, Modules myACCOUNT, User Manuals** after the successful registration as a Public user.

### C.3.3.7.5 MEASUREMENT AND PAYMENT

#### ESTABLISHMENT FOR A DATA COLLECTION SERVICE

ITEM	UNIT
C.3.3.7.(a) Establishment for a data collection service	Lump Sum
C.3.3.7.(b) Time related obligations	
C.3.3.7.(b)(i) Mobilisation period	Month
C.3.3.7.(b)(ii) Execution of the works	Month
C.3.3.7.(c) Monthly reporting cost	Month
C.3.3.7.(d) Health and safety obligation	Month

Payment of the lump sum under C.3.3.7.(a) and the rate per month for C.3.3.7.(b) shall, for the two subitems together include full compensation for all the Service Provider's charges in respect of the following items, collectively termed the "Service Provider's general obligations"

- Setting up and maintaining his organization, personnel, accommodation, offices, stores, workshops, complete with all equipment and consumables, vehicles, equipment, testing and calibration facilities as well as all general office overheads, profit, financing costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary or general nature which are not specifically measured for payment under any other item of payment.

- b) Complying with the requirements of the general conditions of contract and section C3.3 of the specifications, including the effecting of insurances and providing the sureties required.
- c) Complying with the requirements and conditions of the additional specifications relating to Small Contractor Development, Training and Community Liaison.

Payment of the lump sum tendered under subitem C.3.3.7.(a) will be made in four (4) instalments, as follows:

1. The first instalment, 25% of the lump sum, will be paid with successful completion of the System Supplier Certification
2. The second instalment, 25% of the lump sum, will be paid after the successful completion of the Service Provider Certifications.
3. The third instalment, 25% of the lump sum, will be paid after 50% of the required stations are operational.
4. The last instalment, 25% of the lump sum, will be paid after 100% of the required stations are operational.

The Service Provider will be required to furnish documentary proof of all certifications and 1 week of validated data for the operational stations before instalments will be paid.

In the event that the Service Provider not being able to satisfy the Employer as to the completion of the different tasks, the Employer shall have the right to withhold parts of any payments to be made under this subitem, until the works have been completed.

The tendered rate per month for subitem C.3.3.7.(b) represents full compensation for that part of the Service Provider's general obligations which are mainly a function of the contract time. The tendered rate will be paid monthly, pro rata for parts of a month, for subitem C.3.3.7.(b)(i) from the Commencement Date in terms of clause 8.1 of the general conditions of contract, until the end of the Mobilisation Period and for subitem C.3.3.7.(b)(ii) from the end of the Mobilisation Period, until the end of the contract.

Payment of the rate per month for subitems C.3.3.7.(c) and C.3.3.7.(d) shall include full compensation for all the Service Provider's obligations relevant to monthly reporting and health and safety legislation (as per clause 4.8 of the FIDIC Conditions of Contract).

The tendered rates for subitems C.3.3.7.(c) and C.3.3.7.(d) shall apply in the same manner as pay subitem C.3.3.7.(b) but shall not form part of the calculation of the restrictions imposed by Form to tender B1: Contractor's Establishment on Site.

The rate tendered for subitem C.3.3.7.(c) shall include full compensation for registering on the Employer's project information module, compiling and capturing, monthly for the full duration of the Contract, the required information regarding training, empowerment, capacity building, targeted enterprise development, labour and staff returns, and attaching proof of monthly capturing to monthly payment certificates. It shall further include for all personnel and other costs, disbursements, overheads, and profit.

A Service Provider who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items.

### **C3.3.8 SELECTION OF AND ACCESS TO SITES**

#### **C.3.3.8.1 SCOPE**

This section describes the process to be followed to select a new traffic monitoring site, to obtain a station number for the new site, and to obtain Section 48 permission to conduct station construction and perform work in the road reserve at the site.

Site selection shall be undertaken in full compliance with the TMH 3 document.

The Traffic Monitoring station list have been provided with the tender documents. The number of lanes to be monitored at each will be determined during the contract and will depend on the precise location of each site.

Please take note that the positions provided are only an indication of where the monitoring sites are located, and that final site selection will determine the sites' final positions. When this has been done, the number of lanes to be monitored at each site will be finalised.

Due to final site selection taking place during the contract, the locality and number of combination sites will emerge as the work progresses. It is important to note that all lanes must be covered at any given site, and that this may give rise to the establishment of two, or even more pieces of equipment being required to monitor the traffic at any site. The layout of any combination site is subject to the approval of the Employer.

### **C3.3.9 CONSTRUCTION AND REPAIR OF TRAFFIC MONITORING STATIONS**

#### **C.3.3.9.1 SCOPE**

This section covers all aspects of constructing and repairing traffic monitoring stations that are required and have been damaged by road construction.

The Service Provider will be required to apply for wayleaves for existing stations, in order to confirm the inventory information in the database, as well as for new stations.

Traffic accommodation must be undertaken in accordance with the requirements in the Southern African Road Traffic Signs Manual. The actual traffic accommodation will be captured using ITIS Mobile App. Penalties will be applied for non-conformance with these requirements. The Service Provider's attention is drawn to the requirement that all traffic signs and delineators must be photographed each time traffic accommodation is carried out using ITIS Mobile App, failing which, no payment will be made, and the penalty provided for will be applied.

Station information plates will be required at all monitoring stations. Provision has been made for the replacement of faded or damaged station information plates.

#### **C.3.3.9.2 APPORTIONMENT OF RISKS**

The Service Provider shall bear the cost of remedying the inaccuracy or failure of, or the damage to any sensor installed by the Service Provider regardless of the cause of the inaccuracy, failure, or damage, excepting for instances where the inaccuracy or failure of, or damage to the sensor is directly due to road works of any kind.

The Service Provider must at all times bear in mind that moisture ingress into a pavement can lead to premature deterioration and failure of pavement layers and this risk must always be guarded against by the Service Provider. The Service Provider, therefore, shall notify the Employer of any damage to the road pavement. Such damage will be repaired by the appointed Routine Road Maintenance contractor of that specific road. This will also apply to existing infrastructure no longer in use.

Inspections will be periodically conducted according to the rules of the Certification Organisation and any sensor installed by the Service Provider, located upon a road pavement that is in good condition, that is found to be non-compliant with the specifications of the TMH 3 document or by the quality assurance manuals of the System Supplier, shall be replaced at the Service Provider's cost.

Station information plates damaged or lost due to vehicle strikes, veld fires, theft and vandalism shall be repaired or replaced at the cost of the Employer.

According to the TMH 3, the risk of the loss of or damage to traffic monitoring loggers due to any cause whatsoever, shall remain with the Service Provider. Photographic proof of all vandalism attempts must be submitted. Such photographs must be georeferenced with a minimum resolution of 5 megapixels.



Where a station is damaged in a road accident, the Service Provider shall repair the station at own cost.

#### **C.3.3.9.3 STATIONS DAMAGED BY ROAD WORKS, MAINTENANCE, VANDALISM AND ROAD ACCIDENTS**

Where any part of a station is damaged by road works, road maintenance, vandalism or road accidents, the Service Provider shall digitally photograph using ITIS Mobile App .

In case of road works, the Service Provider shall repair the damage to sensors at the rates tendered and shall claim the costs of the repair work from the Employer.

In the event that monitoring at a station has to be discontinued, the formula included under section 21.6 of the TMH 3 document will be applied to compensate the Service Provider for the discontinuation of the service.

#### **C.3.3.9.4 ESTABLISHMENT ON SITE**

The Service Provider may not establish on site without notifying the Employer of his intentions to do so.

No night work shall be undertaken unless agreed to in writing by the Employer. See the Contract Data for times specified for night work.

### **C3.3.10 ACCOMMODATION OF TRAFFIC**

#### **C.3.3.10.1 SCOPE**

This section covers the construction and maintenance of the necessary temporary deviations and detours, barricades and signs, and everything necessary for the safe and easy passage of all public traffic during the construction and maintenance periods, and also the obliteration of temporary deviations as they become redundant. This section also covers the accommodation of traffic on existing roads without the deviation of traffic onto temporary deviations.

SANRAL has routine road maintenance (RRM) services along the routes. Service Providers must make use of the RRM contractor for traffic accommodation at locations where traffic monitoring stations must be installed. The Service Provider shall not visit the site for purposes of undertaking the construction without first informing the Route Manager of the intended construction. The RRM contractor needs to be able to plan his accommodation of traffic duties and no construction can take place without acquiring assistance from the RRM for safe conduct through the construction process or protection. The Service Provider shall timeously liaise with the Employer and his appointed Route Manager in order to program the assistance required. The contact details of the parties involved in the RRM contract will be provided by the Employer once the site locations and the construction program have been approved.

The Service Provider will be responsible for his own traffic accommodation should the RRM contractor not be available to do the traffic accommodation. In such scenarios, the Service Provider must comply with these specifications.

It is a requirement of this specification that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 334 4510 Fax: (012) 323 9574.

#### **C.3.3.10.2 GENERAL REQUIREMENTS**

The Service Provider indemnifies the Employer against all claims, proceedings, actions, damages, and costs which may arise from or are related to the absence, or inadequacy, or improper functioning, or placement of road traffic warning signs, barricades, traffic control facilities, channelling devices, warning devices and traffic markings.

The Service Provider is required to submit, for the information and comment of the Employer, a Traffic Accommodation Drawing for every type of construction and every type of installation prior to commencing with any construction, maintenance or repair works for the first time. These Drawings shall be prepared based on the requirements of the SARTSM for traffic accommodation at construction works.

The Service Provider is required to take digital photographs of every site at which it works using ITIS Mobile App. in order to be able to prove the adequacy of the traffic accommodation measures taken.

#### **C.3.3.10.3 SHORT-TERM LANE CLOSURE**

Short term lane closures shall typically be required during short-term traffic monitoring. The following conditions must be adhered to:

1. The approximate time periods for short term lane closures and construction of the works shall be as follows:
  - a) Day shifts: 08:30 – 15:30 (compiler to determine suitable periods).
  - b) Night shifts: 19:00 – 05:30 (compiler to determine suitable periods).
  - c) The above-mentioned time periods, especially the start of the lane closure, shall be determined at the start of each shift by the Traffic Engineer and may vary slightly from the times indicated. Different time periods shall be applicable for each of the carriageways, the individual ramps, and crossroads.
2. The day prior to a long weekend the full road width shall be re-opened not later than 14:00.
3. For night shifts, the maximum reflection shall be used on road signs and LED lights shall be used with reflective lighting.
4. A maximum of 1 lane can be closed at any time without approval from the Employer.
5. Flashing illuminated arrow boards must be placed at the start of the closure.
6. Delineators shall be used to demarcate the construction area.
7. Lane closure may only be done between the hours specified in this clause and the full road shall be opened at the end of the shift. Consequently, the penalty for late opening of a lane to traffic shall be applicable to this type of closure.
8. The maximum length of lane closure is 2,0 km.
9. The maximum number of closures is one per direction of traffic flow within 4,0 km.

#### **C.3.3.10.4 SAFETY**

The Service Provider shall within 2 (two) working days after receipt of a 3rd party claim acknowledge receipt to the claimant. The Employer shall be copied on all correspondence regarding 3rd party claims. The Service Provider shall at the monthly site meeting report on the status and outcome of 3rd party claims.

The Service Provider shall be fully responsible for all the traffic accommodation on site, including for work undertaken by sub-contractors.

During the non-working hours, or when construction is not taking place on a certain section of road all obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed to an approved safe location or effectively covered.

No equipment or vehicles shall be stored or parked in the median or on the roadside during non-working hours except if protected or demarcated and only if approved by the Traffic Engineer.

#### **C.3.3.10.5 TRAFFIC SAFETY OFFICER**

The Service Provider shall appoint at least one knowledgeable person as its traffic safety officer who shall be responsible for the arrangement and maintenance of all traffic accommodation measures for the duration of the contract. This person shall, at least:

- a) Be responsible for the upkeep of traffic accommodation standards,

- b) Compile and maintain a record of all traffic accommodation devices used and people employed, with flagmen specified separately, at each site for each work period,
- c) Inspect and keep a record of the condition, cleanliness, and serviceability of all traffic accommodation devices on a regular basis,
- d) Exercise control over workmen and personnel, visitors, and plant on site, including their wearing of high visibility clothing, the use of flickering lights and the cleanliness and display of all warning devices,
- e) Be responsible for keeping all signs, cones and devices clean and in good condition at all times, and the cleaning and replacing of signs and devices as necessary, to the satisfaction of the Employer.
- f) Maintain a record on his/her person of all emergency service contact details relative to the area in which the Service Provider is working on the road.
- g) The traffic safety officer shall be equipped with a cellular telephone and shall have a traffic safety vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non-working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent. The traffic safety officer shall have his own vehicle to carry out inspections and at least one assistant to accompany him full time.
- h) The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract.

#### **C.3.3.10.6 LOCAL AUTHORITIES**

The Service Provider shall comply with any requirements imposed by local road and/or traffic authorities in cases where construction, maintenance or repairs are to be carried out on roads not falling under the jurisdiction of the Employer.

The Service Provider shall, as far as it is practical to do so, seek the co-operation and assistance of the Traffic Authorities in order to ensure that work is carried out safely and with a minimum of disruption of traffic movement.

#### **C.3.3.10.7 WORKING CONDITIONS**

No construction work shall be carried out in bad light, mist, and fog, and during periods of high traffic volumes such as peak traffic hours, peak traffic during public holiday periods or during peaks in traffic over long weekends. No construction work shall be carried out at night unless prior written permission to do so has been obtained from the Employer.

#### **C.3.3.10.8 REQUIREMENTS FOR SIGNS**

The Service Provider shall be responsible for the protection and maintenance of all signs and shall, at his own cost, replace any signs that have been damaged, lost, or stolen.

##### **1. Delineators**

The Service Provider must;

- a) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible;
- b) have smooth and rounded edges and be mounted on a post and base. All components shall be of durable plastic material;
- c) have the lower edge of the reflective part of the delineator mounted not lower than 250 mm above the road surface;
- d) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0.18 m<sup>2</sup> and be ballasted by its own weight or with sandbags filled with sand;

Together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used unless delineators are also used. Cones shall be interspersed with delineators at a ratio not exceeding 3 cones to 1 delineator. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night-time shall be demarcated by delineators only.

## **2. Sign mounted flashing lights**

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section. The lights shall be operated during the hours of darkness.

## **3. Flashing Illuminated Arrow Boards**

Arrow boards shall be made up of light sources mounted on a backing board. A single shaft arrow is required that can be used for both left and right directions. The light sources must be of the LED type to ensure good visibility in both darkness and daylight conditions. Arrow boards shall be used at lane drops.

All temporary road signs that are required to be frequently moved shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind.

Sand for sandbags shall not be obtained from within the road reserve; neither shall it be disposed of within the road reserve.

### **C.3.3.10.9 VEHICLES**

All vehicles used on site shall be equipped, at the Service Provider's cost, with a flickering amber light on the roof on the vehicle that is fully visible from all directions. This flickering light shall be switched on and functioning whenever the Service Provider's vehicles are on site and are stationary or moving at a speed slower than the normal speed of the traffic on the road.

The name and contact details of the Service Provider must be affixed, in a conspicuous place and manner, on the rear or sides of each vehicle.

### **C.3.3.10.10 FLAGMEN**

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the first speed reduction sign and a second roving flagman at least a 100 m behind the last vehicle in the queue to indicate to the traffic to stop. At night-time all flagmen shall be equipped with a suitably visible strobe, and a torch at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, flagmen shall be provided at the leading ends of closures during daytime. These flagmen shall be provided at the first speed reduction sign to warn the traffic about the closure. No flagmen shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

#### **C.3.3.10.11 SITE PERSONNEL**

The Service Provider shall ensure that all his personnel are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

#### **C.3.3.10.12 CROSSING THE MEDIAN OR CARRIAGEWAY CENTRELINE**

No vehicle or item of equipment shall be allowed to cross the median of a dual carriageway road or the centreline of a single carriageway unless the traffic accommodation and signage specifically allows for this and is approved by the Traffic Engineer as safe.

#### **C.3.3.10.13 PENALTY EVENTS**

Whenever the following events occur, the Service Provider shall be subjected to penalty conditions expressed in the Contract Data.

Failure or refusal on the part of the Service Provider to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant, and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty per occurrence at the rate provided in the Contract Data, shall be deducted for each and every occurrence of non-compliance with any of the requirements of this section.

In addition, a time-related penalty per hour at the rate provided in the Contract Data, over and above the fixed penalty, shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Service Provider fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

#### **C.3.3.10.14 MEASUREMENT AND PAYMENT**

##### **ACCOMMODATION OF TRAFFIC**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.10.(a) Compliance with traffic accommodation requirements	Month
C.3.3.10.(b) Penalty for non-compliance with SARTSM	Number

The tendered rate per month under C.3.3.10.(a) shall include full compensation for all costs associated with the accommodation of traffic, including any cost associated with the procurement of traffic signs, the provision of flagmen, for the work undertaken by the Service Provider himself. The tendered rate shall also include full compensation for the Traffic Safety Officer, all costs for transporting to site, erection and removal, and cleaning and maintenance. It shall also include the costs of the Service Provider for the loss, theft, or damage over and above normal wear and tear of the temporary traffic control facilities.

**C3.3.11 INSTALLATION OF SENSORS****C.3.3.11.1 SCOPE**

This section covers the installation of Type C1 traffic monitoring systems as well as the repair of sensors after the station has been damaged by road works including, but not limited to reseals and overlays.

**C.3.3.11.2 DESCRIPTION**

The installation of traffic monitoring systems must be undertaken in accordance with the Service Provider's quality management procedures as well as the requirements of the TMH 3 document.

Concrete plinths will be required with fastening mechanisms to securely fix the housing for the duration of the contract. The Service Provider will be allowed to claim for the reinstallation of sensors damaged by road construction or if so, instructed by the Employer. The Service Provider must submit a design for the plinth to the Employer for approval.

The concrete base for stations shall be constructed in accordance with the details shown on the drawings. The concrete base must cast in-situ, and shall include all pipes, elbows, ducting, pipe nuts, lockable pipe caps and reinforcement as shown on the drawings.

A minimum of 25 MPa concrete shall be used for all concrete work.

**C.3.3.11.3 MEASUREMENT AND PAYMENT****INSTALLATION OF SENSORS**

ITEM	UNIT
C.3.3.11.(a) Installation of sensors for Type C1	Number
C.3.3.11.(b) Installation of concrete bases	Number
C.3.3.11.(c) Removal of old concrete bases	Number

(Payment to distinguish between sites with different numbers of lanes and sites with different accuracy types)

The unit of measurement for the installation of sensors for Type C1 stations shall be the number of lanes in which all sensors related to Type C1 stations are installed. The rate tendered shall include the Service Provider's cost of establishing his construction team on site for each station and all the work necessary for the installation of the sensors including their manufacture and supply as well as installing them in the road surface.

The unit of measurement for the installation of concrete bases shall be the number of bases installed next to the road and shall include, but not limited to all ducting, feeder wires, fastening mechanisms and protection for wires.

The unit of measurement for the removal of old concrete bases shall be the number of bases removed next to the road and shall include, but not limited to the removal of all ducting, feeder wires, fastening mechanisms and protection for wires.

**C3.3.12 INSTRUMENT HOUSINGS****C.3.3.12.1 SCOPE**

This section covers the provision by and use of instrument housings by the Service Provider, and the removal and disposal of existing instrument housings at traffic monitoring stations.

**C.3.3.12.2 DESCRIPTION**

The provision and installation of instrument housings, where used by the Service Provider, must comply with the clear distances as specified in the TMH 3 Specifications.

The Employer will not allow the Service Provider to use any instrument housing which, in the sole opinion of the Employer, may unreasonably constitute a traffic hazard.

All instrument housings must be provided at the Service Provider's own cost and shall remain the property of the Service Provider.

Vandalism has become an increasing problem lately. Stations have been marked in the station info list of locations where vandalism have been a problem in the past contract. The Service Provider will be required to install strengthened housings at all these station locations as well as any future location where vandalism has occurred. The Service Provider may only use this rate on approval of the Employer.

**C.3.3.12.3 MEASUREMENT AND PAYMENT****INSTRUMENT HOUSINGS**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.12.(a) Supply and Installation of strengthened housings	Number

The unit of measurement for strengthened housings shall be the number of locations where these housings were provided and installed. The rate will include the procurement/manufacturing of the housing, transport to the location, the installation of such housings as well as the removal of the housings at the end of the contract.

**C3.3.13 STATION INFORMATION PLATES****C.3.3.13.1 SCOPE**

This section covers the provision of Station Information Plates.

**C.3.3.13.2 DESCRIPTION**

The installation of station information plates shall be undertaken in accordance with the Service Provider's quality management procedures for ensuring the correct placement, erection and finishing of station information plates, as well as for ensuring that high quality materials are used and that the correct information appears on the faces of the plates. All monitoring stations must be fitted with an information plate.

The Service Provider shall provide and install station information plates no further than 3 m from the concrete bases in accordance with the drawings. The poles shall be of sufficient length to be fully embedded in holes excavated to a depth of 600 mm, backfilled with properly compacted cement treated backfill. The faces of information plates shall be parallel to the direction of traffic.

The plate itself shall be a 1.6 mm galvanised sheet with accurately cut mounting holes. The information must be digitally printed onto polymeric vinyl with a life expectancy of at least 5 years. The plate must be cold laminated which is solvent resistant so that graffiti can be cleaned off with lacquer thinner. A drawing and example of an information plate as well as the latest SANRAL Logo are contained in the tender documents.

Station plate poles shall consist of galvanised round or square tube having a cross sectional area of no less than 1600 square millimetres.

Where the Service Provider desires to mount aerials on the station information plates, the Service Provider shall provide the Employer with a drawing of his proposal for consideration and written approval.

The Service Provider may be required to replace station plates erected under a previous contract including or excluding their poles. All information plates with the old SANRAL logo must be replaced. A geo-coded photograph using ITIS Mobile App must be taken of the old information plate as proof of the replacement and subsequent payment.

Station information plates damaged or lost due to vehicle strikes, veld fires, theft and vandalism shall be repaired or replaced at the cost of the Employer only when geocoded photographic evidence is provided.

### **C.3.3.13.3 MEASUREMENT AND PAYMENT**

#### **SUPPLY AND INSTALLATION OF STATION INFORMATION PLATES**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.13.(a) Supply and Installation of new Station Information Plates	Number
C.3.3.13.(b) Supply and installation of replacement station information plates on existing poles	Number
C.3.3.13.(c) Removal of old station information plates, complete with poles	Number

The unit of measurement for new station information plates shall be the number of station information plates provided and installed, complete with poles as shown on the drawings.

The supply and installation of replacement station information plates on existing poles shall include the removal from their poles and disposal of the old station information plates, and the manufacture and erection of new station information plates.

The rate for removing old station information plates, complete with poles shall be the number of plates, including their poles, dug out of the ground, removed from site, and disposed of, including completely backfilling the hole, compaction of the backfill material and neatly finishing off the area.

### **C3.3.14 DAY WORKS**

#### **C.3.3.14.1 SCOPE**

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific units in the Bill of Quantities, or work ordered by the Employer, during the construction period which was not foreseen at tender stage for which no applicable rate exists in the Bill of Quantities.

Sub-clause 13.6 of the FIDIC Conditions of Contract for Construction, 1999, refers.

#### **C.3.3.14.2 DESCRIPTION**

No daywork shall be undertaken unless written authorisation has been obtained from the Employer.

The Service Provider shall tender the rates applicable to daywork, as provided for in the Bill of Quantities. These rates will be taken into account in the adjudication of tenders.

The tendered rates shall be considered to include full compensation for the work to be performed, including supervision of labour, all plant operators and other operating costs, overheads, and profit. Hourly rates for transport and equipment shall apply to the actual number of hours for which the vehicles or equipment are required for a specific item of work, including travelling time if applicable.



The Service Provider shall not claim daywork for any work for which an applicable rate has been tendered or agreed to in writing by the Employer.

The cost of materials used and paid for by the Service Provider, as authorised by the Employer, shall be reimbursed at net cost, exclusive of Value Added Tax, plus the percentage as tendered for the Service Provider's overhead charges and profit.

In the event where no allowance has been made for a specific item in the Bill of Quantities, the Employer may order daywork according to sub-clause 13.6 of the FIDIC Conditions of Contract for Construction, 1999.

### **C.3.3.14.3 MEASUREMENT AND PAYMENT**

#### **UNSPECIFIED WORK**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.14.(a) Provision for unspecified Day Work	Number
C.3.3.14.(a)(i) Contractors mark up on unspecified Day Work	Number

Where any item or work is not included in the Schedule and must be obtained from external sources by the Service Provider, the Service Provider may submit three quotes to the Employer for the obtaining of the required item, or work for his consideration. If three quotes are not obtainable, or in the sole opinion of the Employer, it is not in the interests of the execution of the works to seek to obtain three quotes, the Employer may either accept a quote obtained by the Service Provider, reject the quotes(s) obtained or direct that another course of action be embarked upon.

#### **TRANSPORT**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.14.(b) Transport	
C.3.3.14.(b)(i) Light delivery vehicle (LDV)	Km
C.3.3.14.(b)(ii) Up to 5-ton Truck	Km
C.3.3.14.(b)(iii) Up to 2-ton Trailer	Km

The tendered rate shall include full compensation for providing the transport and cost of operation and shall be an all-inclusive hire charge for the use of the transport and driver or operator. Various items priced per unit of time, volume, etc.

#### **PROCUREMENT OF MATERIALS**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.14.(c) Procurement of materials	Provisional Sum
C.3.3.14.(c)(i) Overhead charges and profit in respect of Subitem C.3.3.14.(c)	Percent

Measurement and payment shall be in accordance with the provisions of subclause 13.5 of the FIDIC Conditions of Contract for Construction, 1999.

The tendered percentage is a percentage of the amount actually spent under subitem C.3.3.14.(c)(i) which shall include full compensation for the overhead charges and profit of the Service Provider.

**LABOUR**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.14.(d) Labour	
C.3.3.14.(d)(i) Labourer	Hour
C.3.3.14.(d)(ii) Unqualified Supervisor or Technician	Hour
C.3.3.14.(d)(iii) Qualified Technician	Hour
C.3.3.14.(d)(iv) Highly qualified Technical Specialist	Hour

The unit of measurement shall be the number of hours of work executed and excludes travelling time to and from the site.

The tendered rate shall include full compensation for the provision of labour or other personnel.

**C3.3.15 DATA COLLECTION AND PROCESSING****C.3.3.15.1 SCOPE**

This section covers long-term traffic monitoring.

**C.3.3.15.2 STRUCTURE FOR SUBMISSION OF DATA**

The required folder structure is as follows.

- a) Contract Number
- b) Month and year (May 2021).
- c) RSV Files as per file naming convention described in the TMH 14 document.
- d) Photos
- e) RSS Files

**C.3.3.15.3 DATA SUBMISSION**

Data collected during any month shall be submitted to the Employer in RSV format according to the requirements of TMH 14 as well as TMH 3.

A penalty as expressed in the Contract Data will be imposed for each traffic monitoring station's data submitted late. See Contract Data for reference.

Where partial data submission of any station is made by the Service Provider after the end of any month, all data for that station will be regarded as having been submitted late. This will apply to authenticated data as well as monthly data submissions as per Chapter 19 of TMH 3.

SANRAL is developing a webservice that will be used for the transfer of files and provide automatic file encryption. This software will be provided to the Service Provider once completed.

**C3.3.16 LONG-TERM TRAFFIC MONITORING****C.3.3.16.1 GENERAL**

A minimum acceptable level of traffic sensor data feed availability: measured as an average uptime over all sensors per region and measured at the receiving point in the TMC (communications backbone or electricity supply failures not contributing to the downtime amount) shall be 90%. Availability below this level is in breach of the contract's requirements.

Please also take note of the following requirements:

- The Service Provider shall repair, recalibrate, or attend to any other problems which may occur during the monitoring of the Long-Term monitoring stations, and shall have adequate spare traffic monitoring equipment available to ensure that any faulty monitoring equipment can be replaced within the timeliness requirements.
- The data extracted from the Long-Term monitoring stations will be subjected to quality control and assurance procedures, and the Employer shall reject data found not to comply with requirements.
- The Employer may terminate the monitoring of any Long-Term monitoring station by giving the Service Provider at least ten working days prior written notice.

Please see the list of stations in Excel file provided as part of the downloadable information.

#### **C.3.3.16.2 MONITORING TYPE**

Long-Term Traffic Monitoring must comply with the requirements of Type C1 traffic monitoring systems.

The data must also comply with the following specification:

- All Traffic Monitoring Systems must log individual vehicle as specified in the TMH 14 document.
- No summaries may be included in the data.

#### **C.3.3.16.3 VEHICLE CATEGORISATION**

The vehicle categorisation applicable to this contract are as follows for Type C1 stations:

- Vehicle Categorisation Scheme 1 = L0
- Vehicle Categorisation Scheme 2 = H0
- The Primary Vehicle Class Scheme to be used is Scheme 01: South African Light/Heavy Vehicle Classification
- The Secondary Vehicle Class Scheme to be used is Scheme 05: South African Length Based (Extended Light/Heavy) Classification.

#### **C.3.3.16.4 MEASUREMENT AND PAYMENT**

##### **LONG-TERM MONITORING**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.16.(a) Operation of Long-Term Monitoring Stations for Type C1	Station-Days
C.3.3.16.(b) Penalties for Long-Term monitoring	Sum

Payment for items C.3.3.16.(a) to distinguish between sites with different numbers of lanes. Payment will only be made for validated full days counted on all lanes. See TMH 3 section 19.8 for further information.

The monitoring of each monitoring station shall be measured by the number of days that the station was operated during a specific month and the data submitted to the Employer, all in accordance with the requirements of TMH 3.

Penalties is as per Contract Data.

**C3.3.17 TRAFFIC MONITORING CERTIFICATION****C.3.3.17.1 GENERAL**

The System Supplier as well as the Service Provider must complete their certifications within 6 months of the contract. Failure to do so will result in penalties as specified in the Contract Data.

The Service Provider must also assist with the Targeted Enterprise's certification as a Service Provider within the first 24 months of the contract. Failure to do so will result in penalties as specified in the Contract Data.

**C.3.3.17.2 MEASUREMENT AND PAYMENT****LONG-TERM TRAFFIC MONITORING CERTIFICATION**

ITEM	UNIT
C.3.3.17.(a) System Supplier Certification	Provisional Sum
C.3.3.17.(a)(i) System Supplier's mark-up	Percentage
C.3.3.17.(b) Service Provider Certification	Provisional Sum
C.3.3.17.(b)(i) Service Provider's mark-up	Percentage
C.3.3.17.(c) Targeted Enterprise Certification	Provisional Sum
C.3.3.17.(c)(i) Service Provider's mark-up for assistance in TE certification	Percentage
C.3.3.17.(d) Penalties for late certification	Sum

Both the System Supplier's and Service Provider's cost for certification will be paid on the submission of invoices from the Certification Organisation showing the cost price of the certification. Services rendered carry a mark-up for which a rate must be supplied to cover all the Service Provider's handling, supervision, and liability costs for the certification. All other related costs between System Suppliers and Service Providers are for the Service Provider's own cost. Any subsequent verifications conducted by the Certification Organisation is for the Service Provider's own cost.

The Service Provider certification for Targeted Enterprises will also be paid as stated above.

Penalties are as per Contract Data.

**Certification for both System Supplier, Service Provider and Targeted Enterprises will only be paid once should a tenderer be awarded more than one package.**

**C3.3.18 VANDALISM**

Vandalism is becoming an increasing problem and the need for extra protection at specific locations will be required. Stations with a high risk for vandalism have been marked red in the Traffic Segment Report. Anti-vandalism devices that are connected to a reaction unit, should be fitted inside the housings.

Vandalism will only be taken into account once proof of vandalism can be provided. Approval of such instances are at the sole discretion of the Employer. Evidence will consist of the following:

- a) Geotagged photos of vandalised station
- b) List of stolen/vandalised equipment
- c) Police case number

**C.3.3.18.1 MEASUREMENT AND PAYMENT****VANDALISM**

ITEM	UNIT
C.3.3.18.(a) Anti-vandalism device	Number
C.3.3.18.(b) Reaction Unit	Monthly
C.3.3.18.(c) Call-out fee	Number

The unit of measurement for the anti-vandalism device shall be the number of devices fitted to a station. All incidental costs associated with providing, running, maintaining, and replacing the device shall be included in the rate tendered. The device should be connected to a reaction unit and should send a signal to the reaction unit for further action.

The unit of measurement for the reaction unit shall be the monthly rate required to provide the service.

The unit of measurement for the call out fee shall be the rate that the reaction unit charge per occurrence to attend to the notification of a possible vandalism instance and all related actions thereafter.

This item will not be applicable to Manual Traffic Monitoring.

### **C3.3.19 SPECIAL WORK AND RESEARCH AND DEVELOPMENT**

The Service Provider may be requested by the Employer to undertake special traffic surveys (such as for instance, an origin-destination survey), provide training or undertake research and development on behalf of the Employer. Should the Service Provider be in a position to accede to such a request, the Service Provider will be required to estimate the cost to provide each service, and wherever applicable, negotiate in good faith with the Employer regarding the terms and conditions under which the work is to be undertaken. The provisional sum provided for this service will be used in the sole discretion of the Engineer.

The Employer shall pay the Service Provider for the costs incurred and hours worked during a month providing that payments shall only be made against specified time sheets certified by the project leader of the Service Provider, and clear copies of invoices for expenses incurred by the Service Provider.

The time spent by the Service Provider's representatives in providing the Services shall be charged at the hourly rates agreed upon between the Engineer and the Service Provider. Parts of an hour shall be charged on a pro-rata basis. The Service Provider shall ensure that those representatives engaged in providing any part of the Services shall not be unduly over-qualified or under-qualified to provide the Services.

If it shall be necessary for any of the Service Provider's representatives to make any journeys in the course of providing the Services then the Employer shall reimburse the Service Provider for all reasonable travelling and subsistence expenses properly incurred in so doing, provided that travelling shall be reimbursed against prevailing Automobile Association (AA) tariffs up to the maximum of a 1600 cc passenger motor vehicle or a 1800 cc light delivery vehicle (if required for the service being provided), subsistence expenses against a three star hotel tariff and actual expenses of meals, excluding alcohol, and air fares against South African Airways tariffs for economy class.

The Service Provider shall maintain full and accurate records of the time spent and cost incurred by his representatives in providing the Services in a form to be approved in writing by the Engineer. The Service Provider shall produce such records to the Engineer for inspection at all reasonable times on request.

Where any research is undertaken, the ownership of the intellectual property shall vest in the Employer, unless an arrangement to the contrary has been concluded and signed by the principles of both Parties prior to the commencement of the work. The Service Provider shall not disclose this intellectual property to any other person or organisation without the prior consent of the Employer.

It is a condition of any research work undertaken by the Service Provider on behalf of the Employer, that a full report disclosing all methods employed, all readings taken, results of trials and tests and technology developed be submitted to the Engineer upon the conclusion of the work. Unless agreed to the contrary prior to the commencement of the research, the Employer reserves the right to refer the report to a third party of the Employer's choice, for review.

### **C.3.3.19.1 MEASUREMENT AND PAYMENT**

#### **SPECIAL WORK AND RESEARCH AND DEVELOPMENT**

<b>ITEM</b>	<b>UNIT</b>
C.3.3.19.(a) Special work and research and development	Provisional Sum
C.3.3.19.(a)(i) Service Provider's mark-up	Percentage

Special Work, and Training and Research and Development are at the sole discretion of the Employer, who shall authorise any work to be done by means of Works Orders. A mark up on the expenditure incurred, as reimbursement for the Service Provider's attendance, shall be payable at the tendered rate, if the work is carried out by an external party.

### **C3.3.20 DATA MANAGEMENT**

#### **C.3.3.20.1 SCOPE**

All requirements as specified in the TMH 3 document as well as the TMH 14 document must be adhered to.

#### **C.3.3.20.2 SPECIAL REQUESTS FOR DATA AND SALE OF DATA BELONGING TO THE EMPLOYER**

The Service Provider shall provide any analysis of existing data upon the request of the Employer.

The Service Provider shall be reimbursed for the services rendered on an hourly rate basis at tendered rates plus any direct costs approved beforehand by the Employer. Parts of an hour shall be charged on a half-hour basis. (The Service Provider shall ensure that the personnel engaged in providing any part of the services shall not be unduly overqualified or under-qualified to provide the services).

The Employer shall refer all requests for data received from third parties to the Service Provider, who shall provide the data to the party concerned under terms and conditions which the Employer may impose on the recipient of the data.

Requests for data shall be dealt with as stipulated below;

- a) No provision of data to any third party shall be made without the approval of the Employer, who may impose terms and conditions attached to the providing of the data,
- b) A summary of data provided to third parties, shall be provided monthly.

The Service Provider shall maintain full and accurate records of all data provided, the time spent, and costs incurred. The Service Provider shall produce such records to the Engineer for inspection at all reasonable times on request.

#### **C.3.3.20.3 DATA FOR PEAK TRAFFIC SEASONS AND LAW ENFORCEMENT**

The Employer periodically provides frequently updated traffic data to selected users for use in special road safety campaigns, law enforcement strategies or in other special traffic studies.

Typically, hourly updated traffic data is supplied in support of the law enforcement and road safety agencies during peak traffic seasons at Easter and at the beginning and end of the Christmas holiday periods. More routinely, access is provided to daily updated data for ongoing law enforcement activities.

The Employer shall designate both the monitoring stations from which data shall be required to be obtained and reports made available through the internet interface, and the names and contact details of the users selected to be provided with the report viewing facility.

To provide the selected users with data for the purposes mentioned, the Service Provider shall, when instructed to do so, provide 24 hour per day internet access to the data it has collected from traffic monitoring stations designated by the Employer. This access may be provided using an internet browser, or by means of a specially developed application which is provided to the selected users.

The Employer shall indicate what summary intervals are required and how often data shall be read from the designated monitoring stations and placed in the data bank from which the web site retrieves data, to produce the required reports. The data placed into the databank need not be validated data.

Any user selected to be able to view reports by the Employer shall, as a minimum requirement, be able to automatically produce the following graphical and/or tabular reports from the web site;

- Site Information pertaining to the site being studied, including the station description, its location, and the speed limit at that site,
- Any week's information, in a table, in respect of hourly flows for each day by direction, including hourly average and 85th percentile speeds, and the hourly percentage exceeding the speed limit,
- Any week's current and other chosen week's historic traffic flow graph (the default being the same week of the previous year) showing directional flows. It therefore follows that the previous year's data for each designated station shall be available for the provision of these reports,
- Any selected week's hourly speed profile graph showing the speed limit at that point, the hourly average and 85th percentile hourly speeds for each direction, as well as the road total,
- Any selected week's daily percentage of vehicles exceeding the speed limit in increments of 10 kilometres per hour over the speed limit for each direction and the road total.

The Service Provider will be expected to produce a report showing the expected traffic volumes for all selected stations one month before the specific peak season. The Employer will provide the start and end date for each peak period. This report must show the following information:

- Expected hourly traffic volumes, using the previous year's volumes, super imposed on the current year's peak period in both directions for each station.
- The report must also show normal weekday patterns on the same graph for comparison.
- The report must be produced in Acrobat format with hyperlinked bookmarks for easy navigation.

The Service Provider will also be expected to produce a report showing the actual traffic volumes for all the selected stations one week after the specific peak season. This report must show the following information:

- Actual hourly traffic volumes for the peak period in both directions for each station.
- The report must also show normal weekday patterns on the same graph for comparison.
- The report must be produced in Acrobat format with hyperlinked bookmarks for easy navigation as well as in Excel for each station with the graph and table on a separate sheet.

**C.3.3.20.4 MEASUREMENT AND PAYMENT****SPECIAL REQUESTS FOR DATA AND SALE OF DATA BELONGING TO THE EMPLOYER**

ITEM	UNIT
C.3.3.20.(a) Special request for data	Hour

The rate for special request for data shall include the time spent and costs incurred. The measurement shall be the number of hours spent to provide the data.

**DATA FOR PEAK TRAFFIC SEASONS AND LAW ENFORCEMENT**

ITEM	UNIT
C.3.3.20.(b) Frequent data extraction for the purposes of providing data for web site-based provision of traffic reports	
C.3.3.20.(b)(i) Six hourly Intervals	Station-days
C.3.3.20.(b)(ii) Hourly Intervals	Station-days
C.3.3.20.(c) Special Reports	
C.3.3.20.(c)(i) Expected Flows	Number
C.3.3.20.(c)(ii) Actual Flows	Number

Payment for extracting data from those stations designated to form the source of information for reports shall be determined by adding together, for each indicated frequency of data extraction, the product of the number of monitoring stations at which data was extracted at the indicated frequency and the number of days, or parts of days, that extractions of data were carried out at the indicated frequency. Payment shall include all costs of extracting the data, transferring it into the data storage facility from which reports are to be generated and all other incidental costs not covered by other rates under this Section. Payment under these items is additional to the payment made for normal monitoring of the designated stations.

Payment for special reports shall be the number of reports prepared. Payment shall include all costs included for preparing the report.



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## **PART C4: SITE INFORMATION**

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**PART C4: SITE INFORMATION**

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**Information Only**

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

**C4.1 DESCRIPTION OF THE WORKS**

The description of the works shall inter alia contain the following particulars regarding the work to be constructed and maintained under the contract.

**C4.2 LOCATION OF THE PROJECT**

The contract falls on the National Roads in all four SANRAL regions.

**C4.3 INFORMATION THAT WILL BE DOWNLOADABLE FROM THE SANRAL WEBSITE****C4.3.1 STATION INFO LIST**

This spreadsheet contains information regarding all existing stations. Please take note of the stations marked in red which indicates stations with a high vandalism risk. Special anti-vandalism precautions must be taken at these stations.

**C4.3.2 STATION LAYOUT REPORTS (RSS Files)**

Station layout reports will be provided to the successful Service Provider.

**C4.4 TRAFFIC MONITORING PACKAGES**

Please see the Station Information List in the downloadable files for detail information of all the packages and station lists. Refer to Table 9 for the estimated quantities of traffic monitoring stations per package. Service Providers must take note that the quantities given below is of existing long-term traffic monitoring stations. SANRAL will be taking over a number of strategic routes in all provinces and that the quantities are envisaged to increase over the duration of the contract.

**Table 9: TRAFFIC MONITORING PACKAGES**

Package	Region	Province	Estimated Quantity
A	Northern Region	Gauteng	36
		Limpopo	25
		Mpumalanga	40
		North West	17
<b>A Total</b>			<b>118</b>
B	Eastern Region	Free State	44
		Kwazulu-Natal	107
<b>B Total</b>			<b>151</b>
C	Southern Region	Southern Cape	47
<b>C Total</b>			<b>47</b>
D	Western Region	Northern Cape	20
		Western Cape	31
<b>D Total</b>			<b>51</b>
<b>Grand Total</b>			<b>367</b>

#### **C4.5 SAFETY PROCEDURES**

See section C3.3.18 for further detail.

#### **C4.6 APPENDICES**

**C4.6.1 APPENDIX 1: IMPORTED CONTENT DECLARATION****ANNEX D: IMPORTED CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEX C**

(D1)	Tender No.:									Note: VAT to be excluded from all calculations
(D2)	Tender Description:									
(D3)	Designated Product(s):									
(D4)	Tender Authority:									
(D5)	Tendering Entity Name:									
(D6)	Tender Exchange Rate:	Pula	P	EU	€	GBP	£			

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R0	

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL 53000/1002/2022/LT  
FOR THE PROVISION OF A LONG-TERM TRAFFIC MONITORING SERVICE

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier the making payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0

Signature of tenderer from Annexure B:  
(SANS 1286.2017)

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above

R 0

**This total must correspond with Annex C - C****23**

Date:

ANNEX E: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C

(E1)	Tender No.:		Note: VAT to be excluded from all calculations
(E2)	Tender Description:		
(E3)	Designated Product(s):		
(E4)	Tender Authority:		
(E5)	Tendering Entity Name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)	R 0

(E10) Manpower costs

(Tenderer's manpower cost)

R 0

(E11) Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

(E12) Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R 0

(E13) Total local content

R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annexure B:  
(SANS 1286.2017) \_\_\_\_\_

Date: \_\_\_\_\_

#### **C4.6.2 PROCESS WHEN REQUESTING EXEMPTION FOR LOCAL CONTENT**

##### **Process when requesting exemption letters**

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, **the dti** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

**NB - Exemption letters are tender specific and applications are not transferrable.**

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

**Dr Tebogo Makube**

Chief Director: Industrial Procurement

**Tel:** 012 394 3927

**E-mail:** tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

**Patricia Khumalo**

**Tel:** 012 394 1390

**E-mail:** khumaloP@thedti.gov.za.



### **C4.6.3 GUIDANCE FOR CALCULATION OF LOCAL CONTENT**



Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000  
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, [www.thedti.gov.za](http://www.thedti.gov.za)

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#### **Guidance Document for the Calculation of Local Content**

##### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

##### **2. GENERAL**

###### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### 2.3.2. **Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

#### **C4.6.4 GUIDELINES FOR COMPLETING ANNEXURE C: LOCAL CONTENT DECLARATION**

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **C4.6.5 GUIDELINES FOR COMPLETING ANNEXURE D.**

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.



**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer****D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments****D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

#### **C4.6.6 GUIDELINES FOR COMPLETING ANNEXURE E.**

### **5. ANNEXURE E**

#### **5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

##### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

##### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

##### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

##### **E4. Tender authority**

Supply the name of the tender authority.

##### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

##### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

##### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

##### **E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

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## **PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT**

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### **PART D1: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT**

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**SECTION D1: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT**

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**D1.1 SCOPE**

Section D of the Specifications describes the structured engagement with project Stakeholders and affected Communities to the project. It also guides the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises.

**D1.1.1 EMPLOYER'S FOURTEEN POINT PLAN (For information purposes only)**

The scope of the work described in this Section D of the Specifications shall be based on the Employer's 14 principles for project liaison, sub-contracting, and labour sourcing in all SANRAL projects, which are stipulated below:

1. Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting, and employment facilitation.
2. SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC.
3. Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.
4. Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.
5. Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of the PLC. The final database to be signed off by the PLC.
6. Setup of database of local labour for the target area to be done under the auspices of the PLC. The final list to be signed off by the PLC. An agreed system of labour selection from the database is to be agreed at the PLC.
7. Handover of signed-off databases for subcontracting and labour to contractor for open tender process and recruitment respectively done by the PLC.
8. Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC.
9. Appeals on the tender process to be escalated to SANRAL for an independent review.
10. Capability assessments of contractors and suppliers to be done under auspices of the PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage.
11. Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.
12. Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.
13. Formal contracting arrangements to be ensured for all projects.
14. Communication to be streamlined through the PLC and used to manage expectations of local business and communities.

These principles must be applied to facilitate better project level liaison with project Stakeholders and affected Communities. In addition, these principles serve to ensure communication and transparency in the execution of the Works and to facilitate inclusivity in the allocation of projects to benefit black business and local communities.

**D1.2 DEFINITIONS AND APPLICABLE LEGISLATION**

The definitions and legislation listed below informs the requirements of this Part D of the Specifications for Stakeholder and Community Liaison, Targeted Labour employment and Targeted Enterprise subcontracting.

### **D1.2.1 DEFINITIONS**

Unless inconsistent with the context, in these specifications, the following words, terms or expressions shall have the meanings hereby assigned to them:

a) **Business Coaching**

Business **coaching** establishes an atmosphere of mutual trust, respect, responsibility, and accountability to motivate the emerging business owner and his team. To that end, the business coach must conduct an ethical and competent practice, based on appropriate professional experience and business knowledge.

b) **Community**

South African Citizens, as defined in terms of the South African Citizenship Act, 1995 (Act 88 of 1995), who permanently reside within the Target and Project Area(s) of the project.

c) **Contract Participation**

A process by which the Employer implements Government's objectives by setting targets to enhance Targeted Labour and Targeted Enterprises' utilisation and development, which the Contractor shall achieve as a minimum.

d) **Contract Participation Goal (CPG)**

- i) In the case of Targeted Enterprises, including manufacturers and suppliers, the amount equal to the value of goods, services and works for which the principal Contractor contracts to engage Targeted Enterprises in the performance of the Contract, expressed as a percentage of the tender value excluding escalation, contingency and value added tax associated with the targeting strategy that is identified in the Specification Data; or
- ii) In the case of Targeted Labour:
  - the sum of the wages and allowances, for which the principal Contractor, Sub-contractor, or Targeted Enterprises contract to engage Targeted Labour in the performance of the Contract, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the Specification Data; or
  - the amount equal to the person days worked for which the principal Contractor, Subcontractors or Targeted Enterprises contract to engage Targeted Labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the Specification Data.

e) **Contract Participation Goal Plan (CPG Plan)**

The plan which outlines how the Contractor intends to achieve the various CPG targets as stated in the Contract Data and includes the detail of the Targeted Enterprise work programme, as well as the contents and value of the work packages. See Annexure D1 in section D1.14.1 for the CPG Plan format.

f) **Contract Participation Performance (CPP)**

The measure of the Contractor's progress in achieving the CPG.

g) **Contract Skills Development Goals (CSDG)**

The number of hours or head count of skills development opportunities that a Contractor contracts to provide in relation to work directly related to the contract or order up to:

- i) completion in the case of a professional service contract;
- ii) the end of the service period in the case of a service contract; and
- iii) practical completion in the case of an engineering and construction works contract.

h) **Designated Group**

Unless otherwise permissible in terms of procurement regulations or the PPPFA, "Designated Group" means:

- i) black designated groups;
- ii) black people;
- iii) women;
- iv) people with disabilities; or
- v) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

i) **Guidance**

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient, or ineffective way, and giving help, advice, and direction as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line but can be given by anyone. Guidance is not imparting skills but suggesting ways to improve performance.

j) **Labour**

**Persons:**

- i) who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
- ii) who resides in the Target and Project Area(s); and
- iii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies;
- iv) but who are not Targeted Labour as stated in the Contract Data.

The personnel employed by the suppliers of goods and material are not defined as "Labour" for the purposes of this Contract.

k) **Mentoring**

Mentoring is a professional relationship in which an experienced businessperson assists another by giving advice and imparting their knowledge in developing special skills and knowledge that will enhance the less experienced businessperson's professional and personal growth. The objective is to equip the emerging business owner and his team to improve their decision-making skills, being focussed and make positive progress quickly.

l) **Mobilisation Period**

The period from the Commencement Date, which includes the establishment of a presence in the Project Area for the purpose of developing a CPG Plan, developing a Training and Skills Development Programme, and subcontracting of the initial Targeted Enterprise subcontracts, up

to just before the commencement of the Permanent Works, which period (duration) is stated in the Contract Data.

m) **Project Area**

The area through which the road under construction traverse or which is adjacent to and/or in proximity to project operations.

Based on market research and/or resources and skills audits, Project Areas other than defined above may be identified where preference would be given to Targeted Enterprises for subcontracting opportunities.

n) **Project Liaison Committee (PLC)**

The Committee that represents the Employer, Engineer, Contractor, project Stakeholders and the Communities affected by the project.

It is important to note that:

- i) elected and/or nominated political office bearers shall not be members of the PLC.
- ii) The Engineer and Contractor becomes members of the PLC on their appointment and participate in the Committee within the scope of their respective roles and responsibilities.

o) **Project Liaison Officer (PLO)**

The person who acts as the liaison officer for the project. The PLO facilitates the selection of Targeted Labour to be employed by the Contractor and attends to the day-to-day project, Stakeholder, and Community matters that impact on the parties to the PLC.

p) **Stakeholders**

Any Stakeholder listed in the Employer's Communication Policy who is affected by the Employer's operations in the Project Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- i) Relevant Provincial departments;
- ii) Relevant Municipal departments;
- iii) Traditional authorities;
- iv) Community interest groups;
- v) Organised youth representation;
- vi) Organised women representation;
- vii) Organised disabled people representation;
- viii) Other structured community groups such as religion, education, farming, etc.
- ix) Local transport industry forums, e.g. Bus and taxi;
- x) Business sector forums;
- xi) Road user forums;
- xii) Environmental interest groups;
- xiii) Road safety interest groups;
- xiv) Any other recognised relevant and representative structure.

q) **Subcontractor**

An entity appointed by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

r) **Target Area**

The geographic area defined in the Contract Data for Targeted Labour, and which typically are:

- i) one or more Provinces;
- ii) one or more Metropolitan or District Municipalities;
- iii) one or more Local Municipalities;
- iv) one or more Wards that are predominantly located within the Project Area;
- v) one or more of the areas listed in the definition of Designated Groups.

s) **Targeted Enterprise**

A Targeted Enterprise is an entity to which the Contractor subcontracts a percentage of the contract value as a condition of contract, and which is:

- i) an EME or QSE which is at least 51% owned by black people; or
- ii) an EME or QSE which is at least 51% owned by black people who are youth; or
- iii) an EME or QSE which is at least 51% owned by black people who are women; or
- iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
- v) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- vi) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
- vii) a cooperative which is at least 51% owned by black people; or

In addition, Targeted Enterprises must be:

- i) CIDB registered where applicable;
- ii) tax compliant prior to award of the subcontract; and
- iii) COIDA compliant prior to award of the subcontract.

t) **Targeted Enterprise Manager**

The full-time staff member or sub-service provider appointed by the Contractor to develop, implement, and monitor the training, development and support of Targeted Labour and Targeted Enterprises. The Targeted Enterprise Manager also mentors, guides and coaches the Targeted Enterprises.

u) **Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)**

The staff member or sub-service provider appointed by the Contractor to facilitate the procurement of Targeted Enterprise subcontractors.

v) **Target Group**

It is a group of entities and/or persons selected from the Designated Group as defined in the Preferential Procurement Policy Framework Act Regulations, 2017 and may include both Targeted Enterprises and Targeted Labour.

w) **Targeted Labour**

Persons:

- i) who are employed by the Contractor or a Subcontractor in the performance of the Contract; and

- ii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies; and
- iii) permanently reside in the Target Area(s) or who are recognized as being residents of the Target Area(s) based on identification and association with, and recognition by, the residents of the Target Area(s); and
- iv) who are stated as being Targeted Labour in the Contract Data.

x) **Trainee Targeted Enterprise**

A Targeted Enterprise as defined in paragraph s) above but which is selected and subcontracted as a Trainee in terms of the Community Development Component associated with the project.

y) **Training**

Training refers to the process of teaching a Trainee, usually in a classroom or simulated work environment situation where principles, theory, knowledge, and skills are taught, and demonstrations are given. Assignments are set to ensure that the Trainee can apply what has been taught. Training is done by a specialist in the subject, and who is qualified and accredited to train. The objective is to improve the competency of the Trainee.

z) **Training and Skills Development Programme**

The programme which outlines how the Contractor intends to achieve the CSDG targets, as per Section D1.10 and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts, August 2013, by applying the various training methods described in Section D1.10.

## **D1.2.2 APPLICABLE LEGISLATION, REGULATIONS AND STANDARDS**

The following Acts, as amended from time to time, are predominant amongst those which apply to the Construction Industry and are listed here for reference purposes only:

- a) The Constitution of South Africa;
- b) Public Finance Management Act, 1999 (Act No. 1 of 1999);
- c) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its regulations;
- d) Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);
- e) Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- f) The South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998); and
- g) The Skills Development Act, 1998 (Act No. 97 of 1998).
- h) The amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry.

The following Standards and Practice Notes, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof in this Part D of the Specifications:

- a) SANS 10845: 2015, Parts 5, 7 and 8; and
- b) CIDB Standard for Contract Participation Goals for Targeted Enterprises and Labour through Construction Works Contracts, 31 October 2017.



### **D1.3 TARGET GROUP PARTICIPATION**

This part of Part D of the Specifications describes the Employer's requirements for the establishment of Target Group databases from which participants in the project will be selected for employment and subcontracting.

It also describes the measurement of, and penalties or bonus to be applied, with respect to the CPG as defined in the Contract Data.

#### **D1.3.1 OBJECTIVES OF TARGET GROUP PARTICIPATION**

Amongst others, the key objectives of Government are to extend economic opportunities and build entrepreneurial capacity in rural and underdeveloped areas and townships by:

- a) optimising the utilisation of local resources in the Project Area;
- b) developing these local resources in the execution of the project; and
- c) maximising the amount of funds retained within the Project Area.

To give effect to these objectives the Contractor shall:

- a) employ Targeted Labour from the Target Area(s) as stated in the Contract Data; and
- b) subcontract Targeted Enterprises as stated in the Contract Data; and
- c) give preference to Targeted Enterprises which are from rural and underdeveloped areas and townships within the Project Area(s).

#### **D1.3.2 TARGETED LABOUR DATABASE**

A Targeted Labour Database shall be compiled by the Contractor, under the auspices of the Employer and with the inputs of the Department of Labour, for the Target Area(s) as stated in the Contract Data. Once the Database has been signed off by the Employer it shall be utilised to facilitate the selection of Targeted Labour as per the resources and skills required by the Contractor during the different construction stages.

The Targeted Labour Database shall be updated as and when required and as agreed with the Employer to reflect new employment seekers in the labour market.

Only Labour recruited from the Targeted Labour Database will be measured for Contract Participation Performance (CPP).

#### **D1.3.3 TARGETED ENTERPRISE DATABASE**

The Contractor shall, under the auspices of the Employer, compile a Targeted Enterprise Database from which Targeted Enterprises shall be subcontracted to construct portions of the work as described in this part of Section D of the Specifications.

##### **a) Market Analysis and Resources and Skills Audit**

Following a market analysis and a resources and skills audit of Targeted Enterprises in the Project Area, the Contractor shall apply the CPG Target Group criteria in the Contract Data to compile a preliminary Targeted Enterprise Database.

To inform the market analysis and resources and skills audit, the Contractor shall use the National Treasury's Central Supplier Database (CSD) which can be obtained from the Employer, as well as the CIDB contractor database.

b) **Call for an Expression of Interest**

In addition to the CSD and the CIDB database, the Contractor shall call for an expression of interest from Targeted Enterprises in the Project Area. The call for an expression of interest shall outline the anticipated eligibility, functionality, preference, and compliance criteria, as well as the anticipated Works content.

c) **Preliminary Targeted Enterprise Database**

Based on the information obtained from the CSD, CIDB and the call for an expression of interest, the Contractor shall compile a Preliminary Targeted Enterprise Database.

The purposes of the Preliminary Targeted Enterprise Database are:

- i) for the Contractor to determine if the required resources and skills to execute the identified Targeted Enterprise work packages are available in the Project Area(s);
- ii) for the PLC to verify that Targeted Enterprises on the Preliminary Targeted Enterprise Database are authentic in terms of the Contract Data and other Database criteria agreed with the Contractor, and
- iii) for the PLC to alert prospective Targeted Enterprises that are not on the Preliminary Database of the opportunity.

Based on the market analysis and resources and skills audit, and the information obtained from the call for an expression of interest, additional criteria for the Preliminary Targeted Enterprise Database may be agreed between the Contractor and the PLC to ensure Target Group participation as intended by the Employer.

d) **Final Targeted Enterprise Database**

Once the Preliminary Targeted Enterprise Database has been accepted by the Employer, the Contractor shall invite Targeted Enterprises to tender for the Targeted Enterprise work packages. The Preliminary Targeted Enterprise Database shall remain a “live” database until the day of tender closure when a print-out of the CSD, based on the Database criteria, shall become the Final Targeted Enterprise Database for the tender and shall be signed off by the Employer.

Any Targeted Enterprise may respond to the invitation to tender, but preference shall be given to those Targeted Enterprises that satisfy the tender criteria.

The Targeted Enterprise Database shall be updated at every instance that a new subcontract tender or group of similar subcontract tenders are to be let for Targeted Enterprise work packages.

Targeted Enterprises within the Project Area shall be encouraged and assisted to register on the CSD and to become compliant with all other statutory requirements.

**D1.3.4 CONTRACT PARTICIPATION GOAL (CPG)**

The CPG is the monetary value of the participation targets set by the Employer for Targeted Labour and Targeted Enterprises expressed as a percentage of the Final Contract Value. The participation targets comprise of the following:

- % Targeted Labour (TL<sub>Total</sub>%) = the sum of the % Targeted Labour employed by the Contractor, Subcontractors and Targeted Enterprises.
- % Targeted Enterprises (TE<sub>Total</sub>%) = the % Targeted Enterprises, including the % Targeted Labour employed by Targeted Enterprises.

While the individual participation targets, i.e.  $TL_{Total}\%$  and  $TE_{Total}\%$  must be met, the total CPG ( $CPG_{Total}$ ) is not the sum thereof, but are calculated as follows:

$$CPG_{Total} = \text{Final Contract Value} \times [TL_{Total}\% + (TE_{Total}\% - \text{Targeted Labour employed by the Targeted Enterprises})]$$

where

Final Contract Value = the total value of the Contractor's final certified work measured at the date of issue of the Taking-Over Certificate. The Final Contract Value includes the value of scheduled work and extra work but excludes Community Development Work and any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT.

The Contractor shall strive to distribute and implement the participation targets and opportunities equally and continuously over the duration of the Contract. Where the Contractor deems such an equal and continuous distribution of the participation targets to be unachievable, he shall provide reasons and motivate it clearly in the preliminary CPG Plan submitted with the tender document.

The value of the Provisional Sum scheduled under item D10.05 will not necessarily make up the full value of the work required to meet the minimum target set by the Employer for Targeted Enterprises. It is the Contractor's responsibility to assess the work required to meet the targets and, if necessary, to engage additional Targeted Enterprises to execute work on the Contract as well to ensure that the minimum targets are achieved.

#### **CPG = Final Contract Value x (% Targeted Labour + % Targeted Enterprise)**

The Final Contract Value related to monitoring costs, is the total value of the Contractor's final certified work measured at the date of issue of the Taking-Over Certificate. The following pay items is applicable to the calculation of the Final Contract Value:

- C3.3.16(a) (I to viii)

The Final Contract Value include the value of scheduled work and extra work but exclude Community Development Work and any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT.

The value of the Provisional Sum scheduled under item D10.05, section D1.13 will not necessarily make up the full value of the work required to meet the minimum target set by the Employer for Targeted Enterprises. It is the Contractor's responsibility to assess the work required to meet the targets and, if necessary, to engage additional Targeted Enterprises to execute work on the Contract as well to ensure that the minimum targets are achieved.

#### **D1.3.5 CONTRACT PARTICIPATION PERFORMANCE (CPP)**

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

$$\begin{aligned} CPP &= CPG_{Actual} \\ &= \text{total monetary value (excluding VAT) of Targeted Labour employed by the Contractor} \\ &\quad + \text{total monetary value (excluding VAT) of Targeted Enterprises contribution, including} \\ &\quad \text{Targeted Labour employed by the Targeted Enterprises.} \end{aligned}$$

The Contractor's CPP shall be monitored monthly to determine the extent to which it is striving to achieve the CPG. The basis of monitoring shall be a comparison of the actual expenditure on Targeted Labour and Targeted Enterprises with the planned expenditure for Targeted Labour and Targeted Enterprises as per the accepted CPG Plan. Monthly returns, in the format required by the Employer, shall be submitted by the Contractor with each interim Payment Certificate.

To assist in the measurement of the CPP the Contractor shall include the envisaged CPG programme in its initial contract programme which is to be submitted within 28 days after the Commencement Date. The CPG programme shall be updated in the accepted construction programme on acceptance of the CPG plan and with every subsequent revision.

As an incentive to encourage the Contractor to exceed the CPG, a bonus is offered, measured as follows:

a) **CPP Bonus**

$$\text{The bonus} = 0.05 \times (\text{CPP} - \text{CPG}_{\text{Total}})$$

Any bonus due (or portion thereof) shall be calculated on the Final Contract Value (excluding CPA). No bonus shall apply if either the Targeted Labour, Targeted Enterprises and/or any individual sub-targets for Target Groups are not reached.

b) **CPP Penalties**

Conversely, failure to reach either the CPG or any individual Target Group targets shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract unless there are compelling reasons why the target or sub-targets could not be achieved. Penalties for Targeted Labour and for Targeted Enterprises shall be calculated as follows:

$$\text{Penalty Targeted Labour} = 0.15 \times ((\text{TL} - \text{TG}) + \text{Sum} (\text{TL}_n - \text{TG}_n) - 1.2 \times \text{L dp})$$

**Where:**

$n$	=	Each lowest order subgroup of Targeted Labour stipulated in the Specification Data.
$\text{TL}$	=	Monetary value of the Targeted Labour calculated at the percentage stipulated in the Specification Data applied to the final contract value (excluding VAT).
$\text{TG}$	=	Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Subcontractors.
$\text{L dp}$	=	Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Subcontractors.
$(\text{TL}_n - \text{TG}_n)$	=	The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

$$\text{Penalty Targeted Enterprises} = 0.15 \times ((\text{TE} - \text{TGE}) + \text{Sum} (\text{TE}_n - \text{TGE}_n) - 1.2 \times \text{TE mv} - 1.2 \times \text{TE dp})$$

**Where:**

$n$	=	Each lowest order subgroup of Targeted Enterprise stipulated in the Contract Data.
$\text{TE}$	=	Monetary value (excluding VAT) of Targeted Enterprises calculated at the percentage stipulated in the Contract Data applied to the final contract value (excluding VAT).
$\text{TGE}$	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises subcontracted to the contract by the Contractor and 50% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.

TE mv = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.

TE dp = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, subcontracted to the Contract by the Contractor.

$(TE_n - TGE_n)$  = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

The total Penalty value shall be the sum of the Targeted Labour and Targeted Enterprises Penalty values unless the total Penalty value is negative then it shall be a zero value.

Interim penalty valuations, based on the accepted CPG Plan, should be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated outcome, and to plan corrective actions for non-adherence to the CPG Plan.

Interim penalty valuations shall not be applied to the interim certificate value, but the Contractor shall by notice be placed on terms to correct as prescribed in subclause 15.1 of the FIDIC Conditions of Contract. Failure to correct will lead to an Employer's Claim in terms of subclause 2.5 of the FIDIC Conditions of Contract.

Any Penalty payable shall be calculated on, and applied to, the Final Contract Value.

#### **D1.3.6 ACCREDITED REGISTRATION**

The CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises comply fully with the definition of a Targeted Enterprise, and documentary evidence to support the claim lodged with the Engineer before the work, goods or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of the respective documentation shall rest with the Contractor.

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress.

#### **D1.3.7 CONTRACTOR'S RESPONSIBILITY**

In terms of the Conditions of Contract, all Targeted Labour recruitment and employment and Targeted Enterprises subcontracting, as well as its associated risks, shall remain the sole responsibility of the Contractor.

The Employers CPG requirements, and the compulsory utilisation of project specific Targeted Labour and Targeted Enterprises databases, shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

#### **D1.4 STAKEHOLDER AND COMMUNITY LIAISON AND SOCIAL FACILITATION (For information purposes only)**

This part of Part D of the Specifications describes the Employer's requirements with respect to Stakeholder and Community liaison and social facilitation. It also describes the roles and responsibilities of the Project Liaison Committee (PLC) and the Project Liaison Officer (PLO).

##### **D1.4.1 PURPOSE OF STAKEHOLDER AND COMMUNITY LIAISON**

To give effect to the need for transparency and inclusion in the process of delivering services, the Contractor shall liaise with the project Stakeholders and affected Communities for the duration of the Contract's life cycle. This shall be achieved through structured engagement with the PLC which was established by the Employer for this purpose.

Appendix 3 - SANRAL Project Liaison Committee Guidelines, is included in PART C4: of the Contract for ease of reference.

#### **D1.4.2 CONTRACTOR'S RESPONSIBILITIES IN STAKEHOLDER AND COMMUNITY LIAISON**

The Contractor shall have the following general responsibilities in the Stakeholder and community Liaison process:

- a) Stakeholder and Community engagement shall be executed based on the Employer's social facilitation principles and processes described in this Section D of the Specifications.
- b) The Contractor shall make use of the PLC as the official communication channel, and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities.
- c) PLC members, to which the Contractor is a party, shall be held accountable to disseminate project information discussed at the PLC meetings to the entities that they represent.
- d) As a party to the PLC, the Contractor shall delegate from among his site personnel a responsible person to participate in the PLC and its business.
- e) The Contractor shall provide the PLC with any assistance and information that it requires to execute its duties, which amongst others, include training, providing a meeting venue on site, provide Target Group reports, etc.

It is important to note that in terms of the Conditions of Contract, all Targeted Labour recruitment and employment, and Targeted Enterprises' selection and sub-contracting, as well as its associated risks, shall remain the sole responsibility of the Contractor.

The Contractor shall take cognisance of the Employer's "Checklist for PLCs and PLOs", attached as Annexure D3 in section D1.14.3, which shall be provided to the Contractor by the Engineer. While the Employer holds its own staff accountable for the deliverables listed in the checklist, the Contractor and the Engineer shall assist the Employer in accomplishing the deliverables.

The Employer's assistance in establishing a PLC and providing a PLO to the Contractor shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

#### **D1.4.3 PROJECT LIAISON COMMITTEE (PLC)**

The PLC is the official communication channel through which the Employer, Engineer, Contractor, and project Stakeholders and affected Communities communicates on project matters. This platform is also used to communicate the impact that the project has or may have on project Stakeholders and the affected Communities. This part of Part D of the Specifications describes the general processes pertaining to the PLC, as well as its role and responsibilities.

##### **a) Establishment of the PLC**

A PLC has either been established prior to commencement of the Contract or shall be established as soon as possible by the Employer. The PLC consists of the Employer, Engineer, Contractor, and representatives of project Stakeholders and affected Communities.

PLC meetings shall be chaired by the Employer which will typically be the Employer's Project Manager or a staff member with decision-making delegation. The Engineer's staff shall provide a secretarial service to take minutes of PLC meetings.

Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

##### **b) Duties of the PLC**

The SANRAL Project Liaison Committee Guidelines requires of the PLC to execute specific duties during the design and construction phases of the project.

In the execution of their duties, members of the PLC shall adhere to the undertakings listed below and the Contractor shall inform the Engineer of any transgression of these undertakings. Members of the PLC shall:

- i) have no private or business interests in any of the subcontract tenders tabled to the PLC or considered in this contract.
- ii) shall recuse themselves from discussions that deal with a subcontract tender if any other member is of the opinion that a member's participation in deliberations, which is rightly or wrongly construed as improper or irregular, may lead to the award of a subcontract to a tenderer known to the member or to the member itself.
- iii) recuse themselves from the operations of the PLC following a situation as described in paragraph 2) above and shall cease to be a PLC member for this contract.
- iv) during the process neither deliberately favoured nor prejudiced a person or tenderer, as intended, or contemplated in treasury Regulation 16, A8.3 (a), (b) & (c).
- v) accept that all information, documentation, and decisions regarding any matter serving before the PLC are confidential and undertake not to communicate decisions or discussions of PLC meetings to external or internal parties unless so directed and approved by the Project Manager

Some of the PLC's duties during the design and construction stages overlap and hence, for completeness, a description of the PLC's duties in both project stages is provided here.

The PLC shall execute the following duties:

**i) Project Design Stage**

- Meet as often as required to discuss and resolve the project's design stage matters which are of interest or concern to the parties to the PLC.
- Peruse the SANRAL Project Liaison Committee Guidelines and agree on the duties of, and procedures to be followed by, the PLC to fulfil its duties.  
**Note:** The principles of the Guidelines shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
- Act in accordance with the agreed terms of reference for the PLC.
- Inform the Employer of any training that project Stakeholder and affected Community representatives of the PLC require to execute their duties.
- Assist the Engineer to source suitable candidates, based on the Employer's qualifying criteria, for the position of PLO.
- Observe and verify that the qualifying criteria and procedures applied by the Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant labour legislation and regulations.
- Assist the Engineer to identify the project's Target and Project Area(s) from which Targeted Labour and Targeted Enterprises could be employed and subcontracted respectively and sign off the identified Target and Project Area(s).
- Assist the Engineer to identify the project's Target Groups for inclusion in the Tender Documents and sign off the identified Target Groups.

**ii) Project Construction Stage**

- Meet formally prior to the Employer's monthly site meeting, or as may be required, to discuss and resolve project matters which are of interest or concern to the parties to the PLC.
- Assist the Contractor to establish the selection criteria and process to employ Targeted Labour and sign off the agreed criteria and process.

- Assist the Contractor to identify the eligibility, functionality, preference, and compliance criteria to select and subcontract Targeted Enterprises and sign off the identified criteria.
- Sign off the Databases compiled by the PLO and the Contractor from which Targeted Labour will be selected and employed and Targeted Enterprises will be subcontracted respectively.
- Verify that the criteria and methodologies applied by the Contractor to select and employ Targeted Labour and subcontract Targeted Enterprises are executed in a fair and transparent manner and are within Government legislation and regulations and the Employer's Policies.
- Verify that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises are applied in a fair and transparent manner and according to the Employer's employment and subcontracting requirements.
- Make recommendations to the Contractor on the training needs, eligibility criteria and selection criteria for the provision of training to Targeted Labour, Targeted Enterprises, Designated Groups, project Stakeholders and the affected Communities.
- Verify that training and skills development programmes, which the Contractor committed to, are implemented, and executed as approved and intended.
- Inform the entities whom they represent of any project matters which the respective parties to the PLC wishes to communicate with each other.
- Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on the respective parties to the PLC.
- Inform the Contractor of Stakeholder and/or Community requests and/or needs, which could possibly be addressed within the project's Scope of Work.
- Inform the Employer, Engineer and Contractor of any road safety concerns within the Project Area(s) and advise them of possible mitigating measures and/or road safety programs that will be most suitable for acceptance by the affected Communities to promote road safety.
- Agree on a dispute resolution mechanism to resolve any disputes that may arise between the parties to the PLC.
- Assist parties to the PLC to liaise with their respective entities to resolve any disputes amongst the parties which may occur due to the project.

#### **D1.4.4 PROJECT LIAISON OFFICER**

The PLO facilitates the selection and employment of Targeted Labour and coordinates communication between the members of the PLC to address the day-to-day project, Stakeholder, and Community matters that impact on the parties represented in the PLC.

##### **a) Appointment of the PLO**

The PLO is appointed by the Engineer under the auspices of the PLC and in accordance with the Employer's criteria for a PLO.

Although the PLO predominantly provides social facilitation support to the Contractor, the PLO shall report to the Engineer or his delegated representative, e.g. the Resident Engineer.

##### **b) Duties of the PLO**

The SANRAL Project Liaison Committee Guidelines requires of the PLO to execute specific duties during the design and construction phases of the project. These duties include the following:

- i) Except for taking the minutes of PLC meetings which is a duty of the Engineer, the PLO shall provide a secretariat function to the PLC which includes, amongst others, the following:
  - Schedule meetings;



- 
- Compile meeting agendas;
  - Compile document packages for meetings;
  - Distribute minutes of meetings;
  - Assist representatives of project Stakeholders and affected Community to formulate their communication to the PLC in writing;
  - Distribute written communication between the parties to the PLC;
  - Keep records of all PLC correspondence and documentation; and
  - Provide any other reasonable secretariat function required by the PLC.
- ii) Attend all PLC meetings to report on the day-to-day project, Stakeholder and Community matters that impact on the parties to the PLC.
- iii) Attend all monthly project site meetings to report on the day-to-day project, Stakeholder and Community matters that impact on the parties to the PLC.
- iv) Attend any other meetings related to the project and in which any of the project Stakeholders, affected Communities, Targeted Labour and Targeted Enterprises are involved.
- v) Maintain a full-time presence on site to monitor and address the day-to-day project, Stakeholder and Community matters that impact on the parties to the PLC.
- vi) Maintain a full-time presence on site to assist the parties to the PLC in the day-to-day liaison with each other.
- vii) Assist the Engineer and the Contractor to disseminate information to PLC members such as:
- the basic Scope of the Works and how it will affect the Community;
  - the project programme and regular progress updates;
  - the anticipated employment and subcontracting opportunities;
  - the project programme as it pertains to the employment of Targeted Labour and subcontracting of Targeted Enterprises;
  - Occupational Health and Safety precautions; and
  - any other information relevant to project Stakeholders and the affected Communities.
- viii) Be well acquainted with the contractual requirements as it pertains to Targeted Labour employment and training.
- ix) Assist the PLC to establish and agree the criteria to be followed when selecting and employing Targeted Labour.
- x) Assist the Engineer and the Contractor in their resources and skills audits by providing a coordinating function between the Engineer, the Contractor, project Stakeholders and the affected Communities.
- xi) Ensure that Targeted Labour databases are compiled based on the agreed eligibility and selection criteria and that it is updated as and when required.
- xii) Coordinate the selection and employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor's labour and skills requirements.
- xiii) Ensure that each Targeted Labourer enters into an employment contract which adheres to current and relevant Labour legislation.
- xiv) Ensure that each Targeted Labourer understands the conditions of his/her employment contract, with an emphasis on the employment start date, end date and wages payable.
- xv) Identify and inform the Contractor of any relevant training required by the Targeted Labour.
- xvi) Attend all disciplinary proceedings to ensure that hearings are fair and conducted in accordance with the current and relevant Labour legislation.
- xvii) Be proactive in identifying project Stakeholder and affected Communities' (including Targeted Labour and/or Targeted Enterprise Subcontractor), requirements, disputes, unrest, strikes, etc. and bring it to the attention of the PLC.
- xviii) Assist the parties to the PLC to resolve any disputes, which may occur due to the project.
- xix) Other than the document records to be kept as mentioned in above, keep record of all other documents and processes pertaining to the employment of Targeted Labour.
- xx) Produce and submit a monthly report to the PLC on PLC and other meetings attended by the PLO, as well as on Targeted Labour employment, and project Stakeholder, affected Community and any other project matters that impact on the parties to the PLC.

## **D1.5 MOBILISATION PERIOD**

The Mobilisation Period starts at the Contract Commencement Date, which includes the establishment of a presence in the Project Area for the purpose of developing a CPG Plan, developing a Training and Skills Development Programme, and subcontracting of the initial Targeted Enterprise subcontracts and ends just prior to the Commencement of the Works. Its duration is defined in the Contract Data.

Access to site for the Commencement of the Permanent Works shall only be issued once the CPG Plan has been accepted and the initial Targeted Enterprise subcontracts have been let.

### **D1.5.1 PURPOSE OF THE MOBILISATION PERIOD**

The Mobilisation Period was introduced as an aid to the Contractor to:

- a) become acquainted with the Stakeholder and Community liaison requirements of the Contract as prescribed in this Section D;
- b) allow for the Contractor's planning to obtain the CPG as required in the Contract Data;
- c) follow the processes prescribed in this Section D to employ the initially required Targeted Labour and enter into the first subcontracts with Targeted Enterprises; and
- d) provide the training required by Targeted Labour and Targeted Enterprises to commence with the Works.
- e) complete certification for System Suppliers for Type C1 traffic monitoring systems
- f) Submit the Maintenance Plan to the Employer for approval

In the event that the newly appointed Service Provider fail to achieve certification during the mobilisation period Clause 1.7 of the Conditions of Contract will apply.

### **D1.5.2 DUTIES OF THE SERVICE PROVIDER**

During the Mobilisation Period, the Contractor shall execute the following duties:

#### **a) Compile a CPG Plan**

The Contractor shall compile an acceptable CPG Plan, which sets out how he intends to achieve the various CPG targets as stated in the Specification Data. The Contractor shall distribute and implement the participation targets and Targeted Enterprise work opportunities equally and continuously over the duration of the Contract, i.e. from site establishment to completion of the Works. Where the Contractor deems such an equal and continuous distribution of the participation targets to be unachievable, he shall provide reasons and motivate it clearly in the CPG Plan.

The CPG Plan shall provide the detail of the Targeted Enterprise work programme, as well as the contents and value of the work packages. See D1 in section D1.14.1 for the CPG Plan format.

The Targeted Enterprise work programme shall be in line with the Works Programme and once the CPG Plan has been accepted by the Engineer, it shall be captured in the Works Programme.

The Mobilisation Period shall only be concluded once the CPG Plan has been accepted by, and all the duties above have been executed to the satisfaction of, the Employer after consultation with the Engineer.

The Employer and the Engineer shall monitor progress and adherence to the CPG Plan in the same manner as they would monitor the Works Programme.

An extension of the Mobilisation Period will not form grounds for an extension of the Contract duration and hence, any costs incurred by the Contractor for an extension of the Mobilisation Period shall be for the Contractors cost.

Should an extension of the Mobilisation Period result in a delay of the Contract, the Employer's delay penalties shall apply.

**b) Compile a Training and Skills Development Plan**

The Contractor shall compile an acceptable Training and Skills Development Plan, which sets out how he intends to achieve the various CSDG targets as per the Contract Documentation, Section D1.10 and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts August 2013.

The Training and Skills Development Plan shall provide the detail of the training methods selected for implementation as described in clause D1.10.5 and shall include an execution programme for acceptance by the Engineer, which shall demonstrate its correlation with the Works Programme.

The Mobilisation Period shall only be concluded once the Training and Skills Development Plan has been accepted by the Engineer after consultation with the Employer.

The Employer and the Engineer shall monitor progress and adherence to the Training and Skills Development Plan in the same manner as they would monitor the Works Programme.

**c) Subcontracting of Targeted Enterprises**

During the Mobilisation Period the Contractor shall execute the following duties w.r.t. the subcontracting of Targeted Enterprises:

- i) Liaise with the Employer, Engineer and PLC to structure and finalise the work packages to be subcontracted to Targeted Enterprises.
- ii) Liaise with the Employer, Engineer and PLC to determine the Targeted Enterprise Database criteria for the subcontracting of Targeted Enterprises.
- iii) Compile the Targeted Enterprise Database(s) for sign off by the PLC.
- iv) Undertake a skills audit of the Targeted Enterprises which appear on the Targeted Enterprise Database(s).
- v) Based on the skills audit, and in consultation with the PLC, identify the pre-tender training requirements of Targeted Enterprises.
- vi) Provide an opportunity to Targeted Enterprises to receive the identified pre-tender training.
- vii) Tender the initial work packages and subcontract the first group of Targeted Enterprises for commencement of the Works.

**d) Employment of Targeted Labour**

During the Mobilisation Period the Contractor shall execute the following duties w.r.t. the employment of Targeted Labour:

- i) Liaise with the PLC and the PLO on the compiled Targeted Labour Database(s) for the employment of Targeted Labour.
- ii) Undertake a skills audit of the Targeted Labour which appear on the Targeted Labour Database(s).
- iii) Based on the skills audit, and in consultation with the PLC, identify the training requirements of Targeted Labour to enhance their employability.
- iv) Provide an opportunity to eligible Targeted Labour to receive the identified training to enhance their employability.
- v) Select and appoint the first group of Targeted Labour for commencement of the Works.

**e) Training Requirements**

The Contractor will not be able to address all the training requirements identified for Targeted Labour and Targeted Enterprises during the Mobilisation Period and it is accepted that training will take place over the duration of the Contract.

The training provided to both Targeted Enterprises and Targeted Labour during the Mobilisation Period shall focus on the activities and/or skills required for the commencement of the Works and shall include the mandatory Occupational Health and Safety training.

**D1.6 THE ROLE OF THE ENGINEER (For information purposes only)**

The role and responsibilities of the Engineer are clearly described in the Conditions of Contract. This section elaborates on the Engineer's duties with respect to Stakeholder and Community Liaison, Targeted Labour Employment and Targeted Enterprise subcontracting.

Together with the Employer and the Contractor, the Engineer is also a party to the PLC and hence, is co-responsible for successful project Stakeholder and Community liaison.

In addition, the Engineer shall play a supporting role to the Contractor in the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

The functions of the Engineer for this contract will be conducted by a SANRAL appointed person. See clause 1.1.2.4 in Contract Data.

**D1.6.1 DUTIES DURING THE DESIGN PHASE**

During the design phase, the Engineer undertook a preliminary skills and resources audit of the Targeted Enterprises in the Project Area. The purpose of the audit was to:

- a) obtain an understanding of the Community's skills, both academically and occupationally,
- b) obtain an understanding of the resources within the Community, i.e. Targeted Enterprise availability and capabilities,
- c) establish the CPG targets for Targeted Enterprises and Targeted Labour for inclusion of the Contract Data; and
- d) identify tender and other relevant training to be offered to Targeted Enterprises and Targeted Labour to prepare them for tendering and to enhance their employability.

**D1.6.2 DUTIES DURING THE CONSTRUCTION PHASE**

To implement the Employer's Targeted Labour and Targeted Enterprise goals the Engineer shall provide support to the Contractor by executing the following duties:

**a) Targeted Enterprise Subcontracting**

- i) Make recommendations to the Contractor in identifying and structuring the work packages to be subcontracted to Targeted Enterprises and approve the scope and extent of the work packages.
- ii) Verify that the Targeted Enterprise Database(s) has been updated prior to the letting of every new set of subcontracts.
- iii) Approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.
- iv) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to subcontract Targeted Enterprises are executed in a fair and

- transparent manner and are within the Employer's and Government's Supply Chain Management Policies.
- v) Verify that subcontract agreements and the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.
  - vi) Monitor the management of Targeted Enterprise subcontracts and ensure that conditions such as the application of penalties, the termination of contracts, etc. are applied in a fair and transparent manner and within the prescripts of the agreement.
- b) **Targeted Labour Employment**
- i) Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.
  - ii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner and is within the Contract requirements.
  - iii) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour legislation.
- c) **Target Group Training Requirements**
- i) Make recommendations to the Contractor in identifying the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes.
  - ii) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented, and executed as intended.

## **D1.7 TENDER PROCESS FOR TARGETED ENTERPRISES**

While the Contractor may utilise service providers, sub-contractors and suppliers of its choice and selected via its own internal processes, for the subcontracting of Targeted Enterprises based on the Employer's Contract Participation Goals, the Contractor shall follow the prescripts of this Part D.

### **D1.7.1 TARGETED ENTERPRISE (TE) PROCUREMENT COORDINATOR**

The Contractor shall appoint a TE Procurement Coordinator (function may be fulfilled by Project Manager to facilitate the subcontracting of work to Targeted Enterprises as defined in the Contract Data. For Contracts with a value of less than R 100 million the Contractor may appoint a TE Procurement Coordinator from its site staff. The TE Procurement Coordinator shall conduct the tender processes and procedures for Targeted Enterprise subcontracting as prescribed in this Section D and shall adhere to the Employer's and Government's Supply Chain Management Policies and requirements as set out in the Contract Data.

### **D1.7.2 PROCEDURES FOR TARGETED ENTERPRISES SUBCONTRACTING.**

The Contractor shall utilise the Employer's proforma tender and contract document for Targeted Enterprise subcontracting. The proforma subcontract document is attached as Annexure D4 in section D1.14.4 and an electronic version will be provided to the Contractor on award.

The identification and application of the eligibility and functionality criteria, and conducting the tender processes and procedures for subcontracting include, amongst others, the following tasks:

- a) **Tender Preparation**
  - i) **Compile preliminary list of subcontracting work packages.**

Based on the Contract Data and the Scope of the Works, the Contractor shall compile a preliminary list of the work packages (scope of work and number of packages) that are anticipated to be subcontracted to Targeted Enterprises.

The Contractor shall refer to the activities that has been identified as being suitable for Targeted Enterprises as listed in Section D1.9 of these Project Specifications, and to any other activities which are required to execute the Works in terms of this Contract, to determine how to unbundle or package subcontracts for Targeted Enterprises.

**ii) Conduct a market analysis and resources and skills audit.**

Based on the preliminary list of work packages, the Contractor shall conduct a market analysis and resources and skills audits to determine the availability of the required resources and skills in the Project Area to execute the anticipated subcontractor work packages. The Contractor shall consult the following databases as a minimum:

- Construction Industry Development Board (CIDB)'s contractor database.
- National Treasury's Central Supplier Database (CSD) to be obtained from the Employer.

**iii) Call for an expression of interest.**

In addition to consulting the CIDB contractor database and National Treasury's CSD, the Contractor shall call for an expression of interest, which shall be published in newspapers and at locations as agreed by the PLC.

For each group of work packages, the call for an expression of interest shall outline:

- evaluation and selection criteria such as eligibility, preference, and functionality.
- compliance requirements such as CSD and CIDB registration, tax clearance and COID.
- the anticipated scope of the works to be undertaken.

**iv) Establish a Targeted Enterprise Helpdesk**

Other than informing the Contractor's market analysis and resources and skills audits, the purpose of the call for an expression of interest is to alert Targeted Enterprises of the subcontracting opportunities and inform them of the anticipated eligibility, preference, and functionality criteria, as well as of the compliance requirements.

The Contractor shall enhance the readiness of Targeted Enterprises to participate in the subcontracting opportunities by making use of the SANRAL helpdesk at all the SANRAL offices.

The Contractor shall provide guidance to Targeted Enterprises in getting their statutory requirements in order in anticipation of the subcontracting opportunities. The helpdesk shall assist with, or provide guidance in, registering with the CSD and the CIDB, obtaining tax clearance and COID compliance and any other relevant qualifying requirements.

**v) Compile Preliminary Targeted Enterprise Database**

Based on the CPG targets listed in the Contract Data and the information obtained from the activities described in paragraphs ii) and iii) above, the Contractor shall compile a Preliminary Targeted Enterprise Database.

In compiling the preliminary Targeted Enterprise Database, the Contractor must bear in mind that the benchmark for an adequate number of tenderers to ensure a competitive tender process is ten (10) tenderers that are able to achieve the functionality threshold during the tender evaluation.

**vi) Identify Targeted Enterprises, Target Groups and Project Area(s).**

Based on the CPG targets listed in the Contract Data and the Preliminary Targeted Enterprise Database, the Contractor shall identify the:

- Targeted Enterprises (CIDB grades and types); and
- Designated Groups (woman, youth, etc.) which are anticipated to benefit from the subcontracting opportunities; and
- Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities.

**vii) Compile a Contract Participation Goal (CPG) Plan.**

The Contractor shall utilise all the information gathered from the activities described in the paragraphs above to compile an acceptable CPG Plan. The plan shall contain:

- a list of work packages (scope of work and number of packages) to be subcontracted to Targeted Enterprises;
- procurement, award, and execution dates for the work packages, distributed over the duration of the Works Contract (from site establishment to completion of the Works) to ensure continuous work opportunities;
- the preliminary Targeted Enterprise Database(s) for each work package;
- the Targeted Enterprises (CIDB grades and types) and Designated Groups (woman, youth, etc.) which are to benefit from the subcontracting opportunities.
- the Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities; and
- the tender evaluation and selection criteria for the respective work packages.

**viii) Acceptance of the CPG Plan**

The Contractor shall submit the CPG Plan to the Engineer for acceptance after which it shall be tabled to the PLC for their information.

The Contractor shall ensure that the tender requirements and the outcome of different tendering scenarios are explained to the PLC, specifically with respect to the outcomes of evaluating:

- Eligibility criteria;
- Functionality structuring and scenarios;
- Price and Preference;
- Compliance requirements; and
- Negotiation processes (if applicable).

If required, the Contractor shall make amendments to the CPG Plan based on the PLC's recommendations and the Engineer's instructions.

**ix) Compile tender documents.**

The Contractor shall compile the tender documents for each Targeted Enterprise subcontract work package and shall utilise the Employer's proforma document for Targeted Enterprise subcontracting (see Annexure D4 in section D1.14.4).

In compiling the subcontract tender documents, the Contractor shall include in each tender document relevant Conditions of Tender and the FIDIC subcontract agreement. The Contractor shall compile each subcontract tender document in a manner that facilitates the achievement of all objectives and principles pertaining to the development of the Targeted Enterprises.

The draft subcontract tender documents shall be approved by the Engineer before letting the tender.

**b) Tender Process**

**i) Advertise the subcontract packages.**

The Contractor shall advertise and invite tenders from Targeted Enterprises for the respective subcontract packages. Advertisements shall be placed in local newspapers, on community notice boards and any other place or medium as agreed with the PLC.

If the Employer have a pro-forma Tender Notice available, the Contractor shall use this document.

**ii) Conduct a tender briefing and tender training session.**

For each group of subcontract packages, the Contractor shall conduct a compulsory briefing session to explain the tender process, the evaluation and selection criteria and the scope of the works. to the Targeted Enterprises.

An Attendance Register shall be completed by all attendees and Minutes shall be taken during the briefing session. The Minutes of the briefing session shall be distributed to all attendees as an Addendum to the Tender Documents.

The Contractor shall conduct a “how to complete a tender document” training session as a component of the tender briefing to interested Targeted Enterprises. The level of detail and hence the duration, of the training session shall be informed by the findings of the resources and skills audit conducted during the Tender Preparation Phase.

The Contractor shall engage with the Employer’s Regional Transformation Officer on the Employer’s SMME Pre-tender Training and Development Programme and utilise this programme if it is available at the time in the Project Area. The Regional Transformation Officer’s contact details are:

Region	Head Office
Name	Ismail Essa
Cell phone	083 283 6065
E-mail	essai@nra.co.za

Region	Norther Region
Name	Tshegare Moletsane
Cell phone	062 707 3863
E-mail	moletsanet@nra.co.za

Region	Eastern Region
Name	James Takalo
Cell phone	063 642 1233
E-mail	takaloj@nra.co.za

Region	Southern Region
Name	Thandile Makwabe
Cell phone	071 609 3698
E-mail	makwabet@nra.co.za

Region	Western Region
Name	Morne Windvogel



Cell phone        071 609 1672  
E-mail            windvogelm@nra.co.za

Notes of this training session shall be distributed to all attendees of the briefing session as an Addendum to the Tender Documents, irrespective if they have attended the training session or not.

A separate Attendance Register shall be completed for the training session for future reference.

**iii) Minimum tender submission documents.**

It shall be a condition of tender that Targeted Enterprises include in their tender submissions the following documentation (if applicable, based on the CIDB grade required):

- Proof of the Tenderer's B-BBEE contributor level.
- Proof that the Tenderer is an EME or QSE entity.
- Proof that the Tenderer is registered on National Treasury's CSD.
- Proof that the Tenderer is registered with the CIDB in the required grading and class (not applicable to suppliers).
- Proof that the Tenderer is compliant with the COID act.
- Proof that the Tenderer is tax compliant.

**iv) Tender closure and opening of tenders.**

Tenders for the subcontract packages shall close at a stipulated time and date. Tenders shall be submitted to the Contractor in the format and at the address prescribed by the Contractor in the subcontract Tender Data.

The tender opening shall be conducted by the Contractor who shall publicly announce and record the names of all bidders and their tender prices.

**v) Finalise Targeted Enterprise Database**

The purposes of the preliminary Targeted Enterprise Database are described in paragraph v) of the Tender Preparation phase above of which one is to alert Targeted Enterprises to assess their readiness to participate in the project's subcontractor opportunities.

The period between the Contractor's call for an expression of interest and the date of closure of the relevant subcontract tender allows for prospective Tenderers to become compliant to the database criteria. The preliminary database is thus a "live" database until the date of tender closure.

On the date of tender closure, the Contractor shall request the Employer to print out a list from National Treasury's CSD, of entities that adheres to the Targeted Enterprise Database criteria. This list shall become the Final Targeted Enterprise Database for relevant subcontract tender and shall be submitted to the PLC for sign-off.

**c) Tender Evaluation**

The Contractor shall evaluate the tenders and it shall be a condition of tender that tenders will only be accepted from Targeted Enterprises that fully comply with the definition of a Targeted Enterprise as described in the Contract Data.

The Contractor shall evaluate the tenders based on (1) Eligibility, (2) Functionality, (3) Price and Preference, and (4) Compliance.

**i) Stage 1 – Eligibility**

Tenderers shall be checked for their eligibility to tender for the advertised subcontract packages based on the following eligibility criteria:

- Proof that the Tenderer is registered on National Treasury's CSD.
- Proof that the Tenderer is registered with the CIPC.
- Proof that the Tenderer is a level 1 to 4 B-BBEE contributor.
- Proof that the Tenderer is an EME or a QSE.
- Proof that the Tenderer falls within one or more of the designated groups as per the Specification Data (if applicable).

Eligible Tenderers shall be further evaluated against the functionality criteria.

**ii) Stage 2 – Functionality**

No Targeted Enterprise may be prohibited from responding to the invitation to tender, however, preference shall be given to those Targeted Enterprises that adheres to the tender criteria, which amongst others, shall be measured by means of a functionality evaluation.

To ensure Targeted Enterprise participation as it is intended by the Employer and as defined in the Specification Data, Functionality shall be scored based on the type of subcontract package, e.g. construction or the supply of goods or services and at least three (3) or more of the criteria listed below shall be applied.

The points allocated for the listed criteria shall be clearly demonstrated to tenderers as a matrix in the tender document. The functionality matrixes provided in the Employer's proforma document for Targeted Enterprise subcontracting (***Annexure D4 in section D1.14.4***) shall be applied to evaluate the functionality of Tenderers.

Tenderers must score a minimum of 75% for functionality and Tenderers that do not obtain the threshold shall not be evaluated further.

**- Locality**

For lower CIDB grade packages, the points allocated for Locality typically has a higher weighting in the total evaluation points but shall not be more than 65% of the total evaluation points.

Points scored shall be based on the Targeted Enterprise's registered address with the CIPC.

- (a) If the Targeted Enterprise is more than twelve (12) months old and the company address:
  - (i) was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or
  - (ii) does not correlate with the company address recorded on the CSD, the Targeted Enterprise shall provide additional proof of its address in the twelve (12) months preceding the tender advertisement date and that the address is current by submitting the following:
    - 1. for urban areas:
      - a. signed lease agreement confirming occupation in the preceding twelve (12) months; or
      - b. mortgage statement confirming ownership in the preceding twelve (12) months; and

- c. a current utility bill (not older than three (3) months) confirming that occupation is current; or
- 2. for semi-urban and rural areas
  - a. an affidavit from the relevant ward councillor or traditional authority, signed and stamped by a registered commissioner of oaths, which confirms that the business has been operating from the said address in the preceding twelve (12) months.
- (b) If Targeted Enterprise is less than twelve (12) months old and the company address:
  - (i) was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or
  - (ii) does not correlate with the company address recorded on the CSD,
  - (iii) the oldest registered address on either the CIPC or the CSD will be accepted as the Targeted Enterprise's address for the purpose of scoring locality points.
- (c) If the Targeted Enterprise intends to operate from a branch office for the purpose of the anticipated subcontract, the same additional proof that the company has been operating from the branch office in the twelve (12) months prior to the tender advertisement date must be provided as listed in the paragraphs above.
- (d) If the above additional proof of address cannot be provided, locality points shall be awarded based on the tenderer's address registered with the CIPC in the twelve months prior to the tender advertisement date.

**- Equipment**

For lower CIDB grade packages, the points allocated for Equipment typically has a lower weighting in the total evaluation points.

The combined points allocated for Equipment and Experience shall not be more than 35% of the total evaluation points.

**- Experience**

For lower CIDB grade packages, the points allocated for Experience typically has a lower weighting in the total evaluation points.

The combined points allocated for Equipment and Experience shall not be more than 35% of the total evaluation points.

**- CIDB grade and class**

The points allocated for CIDB grade and class shall not be more than 35% of the total evaluation points.

CIDB grade and class shall not be used as an evaluation criterion for packages pertaining to the supply of material, goods and/or services.

**- Project Specific Designated Groups, e.g. woman, youth, etc.**

In addition to the eligibility criteria for preferential procurement functionality points may also be allocated for the following Designated Groups:

- (a) Tenderer is 51%+ owned by black people who are youth.
- (b) Tenderer is 51%+ owned by black people who are women.
- (c) Tenderer is 51%+ owned by black people with disabilities.
- (d) Tenderer is 51%+ owned by black people who are military veterans.

The points allocated for Designated Groups shall not be more than 15% of the total evaluation points.

One, two or three of the Designated Groups listed above may be selected to count towards the score for Designated Groups.

If any one of the Designated Groups listed above is already an eligibility criterion, it must not be included as a functionality criterion as well.

The inclusion of any of the Designated Groups listed above shall be based on the Contractor's Resources and Skills Audit.

Youth and veterans may not be selected together.

**iii) Stage 3 – Price and Preference**

Tenderers that obtained the minimum threshold for functionality shall be further evaluated on their Price and Preference submissions, i.e.

- Price = 80 / 90 %
- Preference = 20 / 10 %

The highest scoring tenderer for each subcontract package shall be checked for compliance.

The Contractor shall state in the tender advertisement and in the tender documents that only one subcontract package shall be awarded to an entity at any one time for this project, meaning that a Targeted Enterprise may be awarded a work package and on conclusion thereof may be awarded a subsequent work package, but more than one work package may not be awarded simultaneously for this project.

If a tenderer tendered for more than one subcontract package and scored the highest points in more than one package, the Contractor shall award to the tenderer the work package that has the most economic benefit to the Employer.

**iv) Stage 4 – Compliance Check**

The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria:

- Proof that the Tenderer is compliant with the COID act (excl. CIDB 1 and 2 CE).
- Proof that the Tenderer is tax compliant.

If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant.

If the highest scoring tenderer fails to submit the requested compliance information in the required timeframe, he shall be deemed non-compliant, and the evaluator shall check the second highest tenderer for compliance. This process is repeated until a compliant tenderer has been identified.

**d) Appoint successful Targeted Enterprises**

**i) Table the Tender Report to the PLC.**

The Contractor shall present the Tender Report for each subcontract package to the Employer and the Engineer and thereafter table it to the PLC prior to award of the subcontract.

**ii) Negotiating tender sum and/or rates with Targeted Enterprises.****- Rates**

If the Contractor choose to include work for which he has tendered rates in the subcontract package and the tenderer who scored the highest points tendered higher rates than that of the Contractor, the Contractor may negotiate rates and the final sum with the tenderer.

If the Contractor fails to negotiate a reasonable tender sum or rates with the tenderer, he may:

- (a) approach the second highest points scoring compliant tenderer for negotiation. This process may be repeated up to the third highest points scoring compliant tenderer, where after the package shall be retendered. the Contractor shall be limited to negotiate down to 25% above his own rates (this process must be clearly explained prior to negotiation, when the tender report is tabled to the PLC); or
- (b) accept the highest points scoring tenderer's higher rates and total sum and remunerate the sub-contractor, at the sub-contractor's tendered rates, from the lump sum which the Contractor has tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors.

**- Provisional Sum**

If the Employer has provided a provisional sum for the work items in the subcontract package, the Contractor shall report on the feasibility of the highest point scoring compliant tenderer's tender rates and tender sum to the Employer and the Engineer.

- (a) If the highest points scoring compliant tenderer's rates and tender sum are deemed market related by the Engineer, the Contractor shall obtain the Employer's approval to utilise the provisional sum provided for the work items.
- (b) If the highest points scoring compliant tenderer's rates and tender sum are deemed not market related and the Employer does not approve the utilisation of the relevant provisional sum, the Contractor may negotiate with the tenderer for market related rates and tender sum.
- (c) If the Contractor fails to negotiate market related rates and a tender sum with the tenderer, he may:
  - (i) approach the next highest point scoring compliant tenderer for negotiation. This process may be repeated up to the third highest points scoring compliant tenderer, where after the package shall be retendered; or
  - (ii) accept the highest points scoring tenderers rates and total sum and remunerate the sub-contractor from the lump sum which the Contractor has tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors. The Contractor shall not pay rates or tender sums that is more than 15% higher than what are deemed market related by the Engineer.

**- Low tender sums submitted by Targeted Enterprises.**

The Contractor shall report to the Employer and the Engineer on the feasibility of tendered rates, sums, or provisional sums of tenderers who tendered exceptionally. Exceptionally low rates, sums or provisional sums are those that are more than ten percent (10%) less than what the Contractor tendered, or in the case of a provisional sum, what is deemed market related by the Engineer.

- (a) If the tendered rates, sums, or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to still be feasible, the Contractor may continue to include these tenders in his tender evaluation.

- (b) If the tendered rates, sums, or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to not be feasible, the Contractor may disqualify these tenders from his tender evaluation.

The Employer strongly discourages the appointment of Targeted Enterprises that did not tender feasible rates, sums, or provisional sums. If all prices submitted are deemed exceptionally low by the Engineer, the subcontract package shall be retendered.

The consequences of exceptionally low prices must be clearly outlined in the Tender Report and clearly explained to the PLC prior to award or retendering of the subcontract packages.

**- Payment to the Contractor**

- (a) The Employer shall not remunerate the Contractor, other than what have been provided for in the payment items, for accepting higher tender sums tendered by Targeted Enterprises.
- (b) If the Contractor accepts tender sums that are higher than what have been provided for in the Contractor's tendered rates, or the Employer's provisional and/or prime cost sums, the costs shall be paid by the Contractor from the lump sum which he tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors.

**- Entering the Subcontract Agreement**

The Contractor's TE Procurement Coordinator shall assist successful Targeted Enterprises to enter into a subcontract agreement with the Contractor as described in this Specifications.

## **D1.8 GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES**

The Contractor shall have the responsibilities described in this Section, D1.8, towards all Targeted Enterprises subcontracted in terms of the CPG as stated in the Contract Data.

### **D1.8.1 TARGETED ENTERPRISE (TE) MANAGER**

The Contractor shall appoint a dedicated TE Manager whose sole responsibility shall be to assist the Contractor with the execution of his responsibilities towards Targeted Enterprises and Target Groups as prescribed in this Section D, with an emphasis on D1.8 and D1.10.1.

Amongst others, the TE Manager shall facilitate the training, mentoring, development, and support of Targeted Enterprises as per the Contractors approved Training and Skills Development Programme (see Section D1.10.1).

### **D1.8.2 GENERAL OBLIGATIONS**

The Contractor shall, with the assistance of the TE Manager, comply with the following general obligations:

- a) Assist the Targeted Enterprises in instituting a quality assurance system;
- b) Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises;
- c) Provide support and any other identified and approved assistance to ensure that the Targeted Enterprises meet their obligations and commitments with respect to their subcontracts, and
- d) Ensure that the CPG objectives are achieved.

**D1.8.3 SUBCONTRACT AGREEMENTS**

The Contractor shall conclude subcontract agreements with each subcontracted Targeted Enterprise. The subcontract agreement shall be the FIDIC subcontract agreement and shall be in accordance with the provisions of amended sub-clause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of this Contract.

**a) Special Conditions of Contract**

The following Special Conditions of Contract shall be included in the subcontract agreement:

- i) The Targeted Enterprise's entitlement to receive the training contemplated in this Contract;
- ii) The Targeted Enterprise's obligation to participate and co-operate in the training provided for in this Contract;
- iii) The allowable sources from which Labour may be drawn in terms of the Contract;
- iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged on the Contract;
- v) The training to be provided to the Targeted Enterprise's workforce;
- vi) The terms and conditions related to payment of the Targeted Enterprise;
- vii) Sanctions in the event of failure by the Targeted Enterprise to comply with the terms and conditions of the subcontract agreement; and
- viii) Dispute avoidance and resolution procedures.

Further Special Conditions of Contract shall only be included into the subcontract agreement once approved by the Engineer.

**b) Monitoring of Subcontract Agreements by the PLC**

The proforma subcontract agreement for each group of work packages shall be tabled to the PLC for their sign-off. Special Conditions of Contract, in addition to those listed in a) above shall be developed under the auspices of the PLC.

The PLC may at any stage during the Contract request proof that subcontract agreements were entered into with the subcontracted Targeted Enterprises. The PLC may also request insight into the Conditions of Subcontract and Subcontract Data.

To protect Targeted Enterprises' competitive advantage and/or tender strategy, only the subcontract agreement shall be available to the PLC for perusal and not the pricing structure and/or Schedule of Quantities.

A copy of each subcontract agreement shall be filed with the Employer after confirming that it is in accordance with the provisions of this Contract.

**D1.8.4 PAYMENT OF TARGETED ENTERPRISES**

Targeted Enterprises shall be paid the rates and/or provisional sums, which they have tendered, or which have been negotiated as described in this Section D of the Specifications.

**a) Payment of Provisional and General Obligations**

Provision shall be made in the subcontract agreement for the Targeted Enterprise's preliminary and general obligations (P&Gs), which shall be calculated as a minimum of 15% of the value of the scheduled subcontract work items.

Where the Contractor's subcontract work is not paid from a provisional sum, the P&Gs of the Targeted Enterprise shall be paid from the lump sum tendered by the Contractor for the P&Gs of Targeted Enterprises.

P&Gs shall be paid to Targeted Enterprises as per Section C3.3.7 of the specification payment items, i.e.:

C.3.3.7.(a) paid in 4 instalments of 25%, 25%, 25% and 25%

C.3.3.7.(b) paid monthly for the contractor's contract duration.

#### **D1.8.5 QUALITY OF WORK AND PERFORMANCE OF TARGETED ENTERPRISES**

##### **a) Ensuring Quality of Work and Performance**

The Contractor's TE Construction Manager shall closely monitor and supervise all Targeted Enterprises and shall train, coach, guide, mentor and assist each Targeted Enterprise in all aspects of management, execution, and completion of its subcontract. This shall typically include assistance with planning of the Works, sourcing and ordering of materials, labour relations, monthly measurements, and invoicing procedures. The extent and level of such training, coaching, guidance, mentoring, and assistance to be provided by the Contractor shall commensurate with the level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of its subcontract.

##### **b) Failure by the Targeted Enterprise to Comply**

If the Targeted Enterprise, in the opinion of the Engineer, fails to comply with any of the criteria listed below, the Engineer shall issue a written warning to the Contractor, stating all the areas of noncompliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

- i) Deliver acceptable standard of work as set out in the specifications;
- ii) Progress in accordance with the time constraints in the subcontract agreement;
- iii) Punctual and full payment of the workforce and suppliers;
- iv) Site safety; and
- v) Accommodation of traffic.

##### **c) Assist the Targeted Enterprise to Make Good**

The Contractor shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract agreement has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

#### **D1.8.6 DISPUTE AVOIDANCE AND RESOLUTION PROCEDURES**

When any disputes arise, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract agreement. If such action is contemplated, it shall be discussed with the Engineer and tabled to the PLC before any action is taken.

The Targeted Enterprise shall have 21 calendar days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, except for issues pertaining to Site Safety and Accommodation of Traffic, for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works, but which shall not be longer than 24 hours.



Failure by the Targeted Enterprise to comply with a deadline, will be sufficient grounds for the Contractor to apply a penalty or terminate the subcontract agreement provided that the Employer and the Engineer is satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.

The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor or the Engineer. Provided that, unless the Targeted Enterprise shall, within 21 calendar days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to the relevant clause(s) in the subcontract agreement, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

#### **D1.9 WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES**

To assist the Contractor in achieving his CPG, the following work items have been identified as being suitable for execution by Targeted Enterprises:

- a) Clearing and grubbing.
- b) Management of traffic control facilities and traffic safety as part of the accommodation of traffic.
- c) Landscaping.
- d) Site Security Services.
- e) Haulage of materials.
- f) Flagmen
- g) Routine maintenance on stations (battery changing, sensor inspection etc.)

The work to be carried out by Targeted Enterprises is not limited to the work listed above and the Contractor may need to engage Targeted Enterprises on other aspects of the Works to achieve the CPG.

#### **D1.10 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE**

The Contractor shall under the auspices of the PLC develop a Training and Skills Development Programme which shall be managed by the Contractor's TE Manager

##### **D1.10.1 PURPOSE OF THE TRAINING AND SKILLS DEVELOPMENT PROGRAMME(S)**

Skills development forms an integral part of the Employer's Transformation and Community Development Policies and hence, it is important to the Employer that Targeted Labour and Targeted Enterprises be equipped with skills that can be used to gain meaningful future employment and secure subcontracting opportunities.

It is, therefore, a requirement of this Contract that the Contractor provide adequate training, coaching, guidance, mentoring and assistance to the Targeted Labour and Targeted Enterprises, to ensure skills development within the Construction Industry.

##### **D1.10.2 SKILLS AUDIT AND ANALYSIS**

Prior to developing the Training and Skills Development Programme(s), the Contractor shall conduct a skills audit and analysis of its own employees and those of its Subcontractors to determine their levels of education, existing qualifications, and skills sets. The outcome of the skills audit and analysis shall be used to develop a Training and Skills Development Programme(s) that will benefit both the employee and the Construction Industry at large.

Included in the skills audit and analysis shall be a separate section, analysing the education, qualifications and skills sets of the Targeted Enterprise's owners and supervisors subcontracted by the Contractor, to develop a Training and Skills Development Programme that will develop and improve the ability of small business owners and their supervisory staff to better manage their enterprises.

#### **D1.10.3 DEVELOPING THE TRAINING AND SKILLS DEVELOPMENT PROGRAMME**

The Employer shall be involved in the decision making and quality control pertaining to the development and implementation of the Training and Skills Development Programme facilitated through this Contract.

The Employer has no service agreement or memorandum of understanding with any education and training quality assurance body and, therefore, does not function as the "Employer" as defined under any three-party-agreement between the Trainee, the Training Provider, and the Employer.

However, the Employer requires similar outcomes to that of formal learnership programmes and the Contractor shall structure a Training and Skills Development Programme in a manner that permits continued access to further learning and qualifications within a defined programme.

The complete Training and Skills Development Programme shall be approved by the Employer and Engineer and signed off by the PLC before any training commence.

#### **D1.10.4 THE TRAINING SERVICE PROVIDER**

While the Contractor's TE Construction Manager will manage the Training, Development and Support Programme and mentor Targeted Enterprise subcontractors from a practical point of view, the Contractor shall subcontract a Training Service Provider to implement the theoretical training components of the Programme by applying the Employer's Supply Chain Management Policy for second tier procurement.

##### **a) Accreditation of the Training Service Provider**

The Training Service Provider entity shall be accredited, and have in its employ Practitioners, Assessors and Moderators whom are registered, with the Construction Education Training Authority (CETA). Proof of accreditation and registration shall be current, valid and list the NQF levels and Unit Standards for which the entity and its staff are accredited.

##### **b) Qualifications and Experience of the Training Service Provider**

The training and competency levels required of the Training Service Provider and his staff are outlined in the table below:

**Table 10: QUALIFICATIONS FOR TRAINING STAFF**

<b>Designation</b>	<b>Title and Unit Standard No</b>	<b>NQF Level</b>	<b>Credit</b>
Practitioner	Train the trainer; No 7384	4	16
Assessor	Conduct outcome base assessment; No 115753	5	15
Moderator	Conduct moderation of outcome-based assessment; No 115759	6	10

In addition to the above qualifications, and in keeping with current CETA practical experience requirements for registration as a Practitioner, NQF Level 4 Unit Standards shall only be presented by Practitioners with NQF Level 5 (one level up) credentials.

The Employer further requires that Assessors and Moderators shall have at least 5 years' experience as a Site Agent, managing construction processes in the fields of roads maintenance, new roads construction, roads rehabilitation and structures.

Elective Unit Standards are typically more vocational orientated and may require specialist input. It is thus not a requirement that individual Practitioners and Assessors shall have all the necessary skills for all the different categories of Unit Standards. The Training Service Provider may and shall therefore, when necessary, appoint Practitioners and Assessors on an ad hoc basis with the levels of experience which are required for the Unit Standards to be presented.

#### **D1.10.5 TRAINING AND SKILLS DEVELOPMENT PROGRAMME: GENERAL REQUIREMENTS**

The Training and Skills Development Programme shall consist of Learnerships that include multiple, but related Unit Standards which are (1) relevant to the Works to be constructed, (2) aimed at achieving the skills development objectives of the Programme, and (3) lead towards a formal qualification in the Construction Industry.

Learnerships shall include both the theoretical and practical components of each Unit Standard and shall be in accordance with the various laws and regulations contained in the South African Qualification Authority (SAQA) statutes.

##### **a) Training Programme Requirements and Considerations**

The Skills Audit and Analysis shall inform the Contractor of every employee's Recognised Prior Learning (RPL) skills and competencies, which shall be taken into consideration in the development of the Training and Skills Development Programme so that the RPL skills and competencies, together with the Training Programme Unit Standards offerings, will lead to a full Learnership outcome and hence a formal qualification.

It is recognised that the Training and Skills Development Programme may consist of several Unit Standards but totalling insufficient credits for a full Learnership qualification. Nevertheless, the competencies and credits achieved in the Programme shall contribute to a full Learnership by a later acquisition of the outstanding Unit Standards required for the full Learnership.

The Training and Skills Development Programme shall be structured in a manner to prioritise those Unit Standards that will equip Trainees with the minimum skills required to become economically involved in the execution of the Works as soon as possible.

The Training Service Provider shall apply the SAQA Learnership criteria of which the basic elements are listed below to demonstrate the Employer's requirements:

- i) Minimum credits for qualification;
- ii) Fundamental Unit Standards and credit values;
- iii) Core Unit Standards and credit values;
- iv) Elective Units Standards and credit values;
- v) Assumption that NQF Level 3 literacy, numeracy, and computer competencies exist;
- vi) RPL processes;
- vii) Exit level outcomes;

The above criteria are not exhaustive, and the Training Service Provider shall apply the systems and processes required by the relevant SAQA and other related legislation pertinent to training. The Training Service Provider shall regularly consult the SAQA website ([www.saqa.org.za](http://www.saqa.org.za)) to ensure that the most current Unit Standards are presented. In the event of any conflict, the legislated requirements shall apply.

While structuring the Learnership offerings, the Training Service Provider shall distinguish between the levels of learning required. The bulk of the training shall focus on NQF Levels 4 and 3. NQF Level 5 training is not anticipated but may be suitable for qualifying staff of established small contractors. The qualification titles for the respective NQF Levels are:

- |      |             |                       |   |
|------|-------------|-----------------------|---|
| i)   | NQF Level 3 | National Certificate: | Construction Roadworks.                                   |
| ii)  | NQF Level 4 | National Certificate: | Supervision of Construction Processes                     |
| iii) | NQF Level 4 | National Certificate: | Business Management                                       |
| iv)  | NQF Level 5 | National Diploma:     | Management of Civil Engineering<br>Construction Processes |

It may be necessary to include additional Core Unit Standards, e.g. "Tendering" or "Entrepreneurship" as an additional Unit Standard for NQF Level 4, to achieve the Contract's development objectives. The identification of any additional Unit Standards shall be discussed with the Engineer and shall not be implemented without prior approval.

Before qualifying, Trainees will be expected to demonstrate competence in a practical situation that integrates the assessment of all specific outcomes, for all Unit Standards in the Learnership Programme.

All training shall take place within normal working hours, or as agreed with the trainees.

#### b) **Selection of Trainees**

To complete a Learnership successfully requires minimum literacy and numeracy competencies as defined by SAQA. The Training Service Provider shall utilise the skills audit and analysis and conduct additional skills analysis to benchmark the literacy and numeracy levels of employees and Subcontractors. This information shall guide the Training Service Provider in formulating the Trainee selection methodology(ies) and process(ess). The Training Service Provider shall make provision for:

- i) baseline assessments, e.g. conducting RPL enquiries and tests, and
- ii) a gap skills programme consisting of Fundamental Unit Standards, to facilitate the selection process.

Trainees identified as having already acquired some tertiary training, particularly in the field of Civil Engineering, may be suitable for a specialised Trainee programme or a higher NQF Level programme. The Training and Skills Development Programme shall, therefore, make provision for Trainees with a variety of competency levels and shall make provision for different levels of training.

It should be noted that where this section refers to the selection and training of Trainees, any person, employed by any national, provincial, or local authority, being it full time or part time, is expressly excluded from being considered for this training.

#### c) **Learning Material**

Learning material is required for each Unit Standard. This learning material is the equivalent of prescribed textbooks for other qualifications. Each Trainees shall receive a copy of the learning material to learn the contents and to use it as reference source after obtaining the qualification.

The SAQA Unit Standard curriculums define the contents of the learning material. The learning material shall not only comply with the SAQA and CETA guidelines but shall be technically and practically aligned to road construction and/or road maintenance. Any input from a subject matter expert required to ensure the appropriateness of a learning material contents shall be included in the Training Service Provider's costs.

The requirements to be addressed in learning material as outlined by the SAQA Unit Standard curriculums are, amongst others, the following:

- i) purpose of the Unit Standard;
- ii) specific outcomes (typically 4 per Unit Standard);
- iii) assessment criteria (typically 4 per specific outcome);
- iv) range as is defined for each specific outcome;
- v) critical cross-field outcomes for the Unit Standard;
- vi) Unit Standard essential embedded knowledge.

d) **Student Experiential Training or Learnerships or Internships**

The Employer may deploy students to the construction site to obtain experiential training. The Contractor shall provide experiential training to these students in accordance with the relevant academic institution's requirements, which is typically a university, a university of technology, or a TVET.

The Contractor shall also provide students with all the tools (including appropriate information technology hardware and software) and site office space necessary to carry out engineering work as if they were the Contractor's own permanent staff.

Reporting on training progress of each student shall be compiled according to the formats and intervals set by the relevant academic institution.

e) **Keeping of Records**

The Training Service Provider shall keep comprehensive records of the training provided to each Trainee and shall ensure that Trainees' successful completion of successive Unit Standards are entered onto the national SAQA database. After the successful completion of generic skills courses each Trainee shall be issued with a certificate indicating the course contents as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Engineer.

f) **Skills Development Requirements**

i) **Contract Skills Development Goals (CSDG)**

This section establishes a minimum CSDG which is to be achieved in the performance of a Contract (as per the CIDB Standard for Developing Skills through Infrastructure Contracts August 2013) in relation to the provision of different types of workplace opportunities linked to work associated with a Contract which culminate in or lead to:

- a part- or full occupational qualification registered on the National Qualification Framework;
- a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- a national diploma registered on the National Qualification Framework; and
- registration in a professional category by one of the professional bodies listed in Table 1 of the Standard.

The Contractor shall achieve or exceed the CSDG in the performance of the Contract. The Contractor may, if need be, devolve their obligations onto Subcontractors.

The CSDG shall not be less than the contract amount multiplied by 0.25 percent (%) for Civil Engineering work (CE). For this reason, the Contractor shall insert the CSDG amount in form C2.3 Summary of Pricing Schedule.

**ii) Achieving Contract Skills Development Goal (CSDG)**

The Contractor shall achieve the CSDG by providing employment opportunities to Trainees requiring structured workplace learning using one or a combination of any of the following methods in relation to work directly related to the Contract:

**Method 1:** Structured workplace learning opportunities for Trainees (LoL) towards the attainment of a part or a full occupational qualification.

This training method shall apply to Targeted Enterprises and Targeted Labour.

**Method 2:** Structured workplace learning opportunities for apprentices or other artisan Trainees (LoA) towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan Trainees being holders of public FET college qualifications.

This training method shall apply to Targeted Enterprises and Targeted Labour.

**Method 3:** Work integrated learning opportunities for University of Technology or Comprehensive University students (LoUS) completing their national diplomas;

This training method shall apply to P1 and P2 Trainees, or Trainees with a 240 credits qualification. Both the permanently employed and temporary employed Trainees shall be considered under this training method.

**Method 4:** Structured workplace learning opportunities for candidates (LoC) toward registration in a professional category by a statutory council listed in Table 1 of the Standards.

This training method shall apply to Candidates with 480 credits qualification. Both the permanently employed and temporary employed Trainees shall be considered under this training method.

No single method shall contribute more than 75 percent of the CSDG. Permanently employed Trainees may not account for more than 33 percent (%) of the CSDG, and not more than one method may be applied to any individual concurrently in the calculation of the CSDG.

**iii) CSDG Credits**

The CSDG shall be calculated by multiplying the number of people employed by the Contractor and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3 of the Standard, or as revised in a Gazette notice.

The Contractor may source beneficiaries of the CSDG from a Skills Development Agency (SDA) recognised by the CIDB.

All beneficiaries shall be registered with a construction Skills Development Agency (SDA) recognised by the CIDB.

**iv) Denial of Credits**

Credits towards the CSDG shall be denied should the Contractor not fulfil all the requirements listed in clause 3.4 (a) to (f) of the Standards.

**v) Compliance with Requirements**

The Contractor shall comply with the requirement as set out in clause 4 of the Standards.

**vi) Records**

The Contractor shall submit all the documentation required in terms of clause 4 of the Standards, in a timely manner and according to a prescribed format where applicable.

The Engineer shall certify the value of the credits counted towards the CSDG, if any, whenever a claim for payment is issued to the Employer and shall notify the Contractor of this amount.

The Contractor shall, upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the Engineer for record-keeping purposes.

**vii) Sanctions**

Failure to achieve the CSDG shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract. Penalties shall be as follows:

- **Penalty = 0.5 x {[LoAs + LoLs + LoUSs + LoCs]}**

**Where:**

LoLs = Monetary Value of the shortfall for structured workplace learning opportunities for Trainees towards the attainment of a part or a full occupational qualification;

LoAs = Monetary Value of the shortfall for structured workplace learning opportunities for apprentices or other artisan Trainees towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan Trainees being holders of public FET college qualifications;

LoUSs = Monetary Value of the shortfall for work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas (LoUS);

LoCs = Monetary Value of the shortfall for structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 of the Standards (LoC), and

- Delay the issuing of the Performance Certificate until all the required records described in clause 5 of the Standards are received.

**g) Generic Skills Training**

Generic skills shall be taught where the need has been identified and approved by the Employer and the Engineer.

The Contractor shall make representation to the Employer and the Engineer, who shall approve candidates that should attend such courses as they deem appropriate. Those selected shall receive formal generic skills training in a programmed and progressive manner. The PLC may also identify a need for generic skills training.

Typical training programmes could comprise some or all of the following modules:

- i) Basic hygiene and HIV/AIDS awareness;
- ii) Road safety;
- iii) Basic management of the environment;

- iv) Tourism awareness and opportunities;
- v) Managing personal finance;
- vi) Adult Basic Education and Training (ABET);
- vii) Community based training programmes (e.g. knitting, computer skills, plant/ machine operator, etc.).

All generic skills training shall be accredited by the relevant Sector Education and Training Authority (SETA) and shall be provided with accredited entities and/or individuals.

**h) Community Training (For information only)**

Community training shall be taught where the need has been identified.

Affected Communities may submit their training needs to the PLC for consideration and inclusion into the Training and Skills Development Programme. While considering the training needs of affected Communities, the Engineer shall inform the PLC of the Contract's training limitations, as well as of the training that could be undertaken through the Contract. Trainees from the Community shall be identified through the Community structures but under the auspices of the PL. Trainees selected from the Community shall receive formal skills training in a programmed and progressive manner in compliance with subclause (d). Priority shall be given to training that will equip Community members with skills that will enhance their employability.

All community skills training shall be accredited by the relevant Sector Education and Training Authority (SETA) and shall be provided with accredited entities and/or individuals.

**i) Training Facilities**

The Contractor shall be responsible for providing everything necessary to offer the various training workshops and modules including:

- a suitable venue with sufficient furniture, lighting, and power,
- all necessary stationery consumables and study material,
- transport for attendees.

**D1.11 LABOUR ENHANCED CONSTRUCTION (For information purposes only)**

The Contractor's attention is drawn to the fact that it is an objective of the Contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former should generally be kept to the practical minimum.

Before commencing with any labour enhanced operations, the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer on a monthly basis, daily labour returns indicating the numbers of temporary personnel employed on the Works and the activities on which they were engaged.

It should be noted that activities that are conventionally done by labour methods, e.g. gabions, shall not qualify under this section.

**D1.12 COMMUNITY DEVELOPMENT (For information purposes only)**

**D1.12.1 CORPORATE SOCIAL INVESTMENT (CSI)**

The Contractor shall demonstrate its willingness to actively participate in the social development initiatives for local Communities affected by the Contract. To this end, the Contractor shall provide details of CSI initiatives it will actively pursue under Form D9: Corporate Social Investment. The



Employer will evaluate the CSI initiatives as part of the tender evaluation under “other objective criteria” of the Preferential Procurement Policy Framework Act, 2000.

### **D1.12.2 COMMUNITY DEVELOPMENT PROJECTS**

Community Development (CD) components to the Contract are primarily training and skills development programmes to benefit an identified Community and Trainee Targeted Enterprises selected from this Community.

The owners and supervisors of Trainee Targeted Enterprises receive SAQA accredited training towards an accredited qualification which consists of theoretical and practical components.

The theoretical training is conducted by the Contractor's Training Service Provider while the practical training, which is the construction of the CD Works, is undertaken by the Trainee Targeted Enterprises under the mentorship and supervision of the Contractor's dedicated TE Construction Manager.

The General Requirements for Community Development Projects is attached as Annexure D5.

#### **1. CD Component for this Contract**

The Employer will identify a CD component to this Contract and will inform the Contractor of the CD project number and description as soon as it has been registered.

Provision for the General Requirements and Works of the CD component have been made under pay-item D10.07.

The Contractor shall include the CD component in his monthly Payment Certificate under pay-item D10.07 and it will be included in the Contractor's accompanying invoice.

Once the Contractor receives the CD project number from the Employer, he shall continue to include the CD component in his monthly Payment Certificate under pay-item D10.07 but it will be brought forward to a separate summary page in the Payment Certificate. Henceforth, the Contractor shall provide a separate invoice for the CD Works.

#### **2. Inclusion of CD Component in the CPG Plan**

Provision shall be made for the CD component in the Contractor's CPG Plan as a separate section and it shall be planned and scheduled in the same detail as the CPG Works.

The CPG Plan shall be updated with the CD component planning within 28 days after the Scope of the CD component has been issued to the Contractor by the Engineer.

The CD component shall not add towards the Contractor's CPG but is an additional effort towards the Employer's transformation and socio-economic development goals.

A minimum of 90% of the CD component's Works value shall be undertaken by CIDB level 1 to 4 Trainee Targeted Enterprises.

#### **3. Inclusion of CD Component in the Training and Skills Development Programme**

Provision shall be made for the CD component in the Contractor's Training and Skills Development Programme as a separate section and it shall be planned and scheduled in the same detail as the Training and Skills Development requirements stipulated in Part C3, Section D1010.

The Training and Skills Development Programme shall be updated with the CD component planning within 28 days after the Scope of the CD component has been issued to the Contractor by the Engineer.

### D1.13 MEASUREMENT AND PAYMENT

<b>Item</b>	<b>Unit</b>
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#### D10.01 Target Group Participation

a) Contract Participation Performance bonus. .... Prime Cost (PC) Sum

The prime cost sum for item D10.01(a) shall cover any CPP bonus due as specified in clause D1.3.5. The prime cost sum shall be expended in accordance with clause 13.5 of the FIDIC Conditions of Contract.

**Note:**

No separate payment shall be made for any costs incurred by the Contractor, whether direct or indirect, for his efforts in accomplishing the specified requirements, and which are not recoverable from the pay-items allowed. Such costs shall be deemed to have been included in the rate offered under pay sub-item 13.01(c), Contractor's Establishment on Site and General Obligations: Time Related Obligations.

<b>Item</b>	<b>Unit</b>
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#### D10.02 Stakeholder and Community Liaison and Social Facilitation (For information only)

a) Cost of liaison, social facilitation and PLC support. .... Prime Cost (PC) Sum

b) Handling cost and profit in respect of sub-item D10.02(a). .... Percentage (%)

The prime cost sum for item D10.02(a) shall cover the direct costs incurred by attending members of the PLC. The rate of compensation shall be fair and agreed by the Engineer in accordance with clause 13.5 of the FIDIC Conditions of Contract. The tendered percentage for sub-item D10.02(b) shall include full compensation for all handling costs and profit of the Contractor associated with sub-item D10.02(a).

The liaison with, and assistance provided by the Contractor to the PLC to perform its duties shall not be paid from the prime cost sum. The Contractor's costs to liaise with the PLC and render such assistance shall be deemed to have been included in its rate offered for pay sub-item C.3.3.7.(b), Contractor's Establishment on Site and General Obligations: Time Related Obligations.

<b>Item</b>	<b>Unit</b>
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#### D10.03 Tender Process for Targeted Enterprises

a) Contractor's charge for the management and execution of the Targeted Enterprise procurement process:

i) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise. .... Number (No)

b) Targeted Enterprise Procurement Coordinator ..... Month

The unit of measurement for item D10.03(a) shall be the number of individual subcontract agreements concluded with Targeted Enterprise sub-contractors and suppliers in accordance with the procurement process described in this Section D.

The tendered monthly rate for subitem D10.03(b) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of subitem D10.03(b) and the full contents of this Section. Should the tenderer be successful in more than one package, the tender will only be allowed to claim the monthly amount for one package.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process, including for the appointment of a TE Procurement Coordinator (if required), the pre-tender training of eligible Targeted Enterprises, the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the Employer and , Engineer and the PLC, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer, and any other relevant requirement described in this Section D.

<b>Item</b>	<b>Unit</b>
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#### **D10.04 Responsibilities of the Contractor towards Targeted Enterprises**

- |  |              |
|--|--------------|
| a) Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises. .... | Month        |
| b) Targeted Enterprise Manager .....   | Person Month |

The tendered monthly rate for subitem D10.04(a) shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management, support, coaching, guidance, mentoring and supervision of the Targeted Enterprise subcontractors.

The tendered monthly rate for subitems D10.04(b) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of subitem D10.04(a) and the full contents of this Section. **Should the tenderer be successful in more than one package, the tender will only be allowed to claim the monthly amount for one package.**

<b>Item</b>	<b>Unit</b>
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#### **D10.05 Traffic Monitoring Works by Targeted Enterprises**

- |   |                        |
|---|------------------------|
| a) Payments associated with the works carried out by Targeted Enterprise subcontractors appointed in terms of Section D. .... | Provisional (Prov) sum |
| b) Handling costs and profit in respect of payment associated with subitem D10.05(a). ....                                    | Percentage (%)         |
| c) Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors. ....                   | Lump Sum (LS)          |
| d) Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D. ....           | Lump Sum (LS)          |

Expenditure under subitems D10.05(a) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The provisional sum for subitem D10.05(a) is provided to cover the cost of the works, including preliminary and general obligations, carried out by the Targeted Enterprise subcontractors in separate payments for each Targeted Enterprise in accordance with Section D. Expenditure under subitem D10.05(a) shall be limited to the provisional sum amount stated in the Pricing Schedule. Works by Targeted Enterprise subcontractors, exceeding the provisional sum amount shall be measured for payment from the applicable work items in the Contractor's pricing schedule

The tendered percentage for subitem D10.05(b) is the percentage of the amount actually spent under subitem D10.05(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise subcontractors, which are not provided for in other pay items.

The Lump Sum tendered under item D10.05(c) is for fluctuation of the Targeted Enterprise subcontractor rates in excess of the contractor's tendered rates, for work not paid under items D10.05(a). Payment of the lump sum shall be on a prorata basis to provide compensation for the fluctuation between the tendered rates of the Main Contractor and that of the Targeted Enterprise subcontractors until the lump sum is depleted. Any costs incurred due to fluctuation in tendered rates in excess of that tendered for under item D10.05(c) will be for the Contractor's account. Item D10.05(c) is applicable where the Target Enterprise subcontractor's tender amount is higher than the Main Contractor's tender amount. The lump sum will cover the fluctuation for all the tendered rates of the subcontractors.

The Lump Sum tendered under item D10.05(d) is for the Preliminary and General Obligations of Targeted Enterprise sub-contractors paid from the Provisional Sum. Payment of the lump sum shall be on a prorata basis to provide compensation for the P&Gs of Targeted Enterprise sub-contractors until the lump sum is depleted. Any costs incurred for the P&Gs of Targeted Enterprise sub-contractors in excess of that tendered for under item D10.05(d) will be for the contractor's account.

<b>Item</b>	<b>Unit</b>
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#### **D10.06 Training, coaching, guidance, mentoring and assistance**

- |    |   |                        |
|----|---|------------------------|
| a) | Training Costs  |                        |
|    | i) Accredited NQF training.....   | Provisional (Prov) sum |
|    | ii) Accredited generic skills training.....   | Provisional (Prov) sum |
|    | iii) Community skills training .....  | Provisional (Prov) sum |
|    | iv) Handling cost and profit in respect of subitems D10.06(a)(i),<br>(ii), and (iii). ..... | Percentage (%)         |
| b) | Student experiential training   |                        |
|    | i) Student stipends .....   | Prime cost (PC) sum    |
|    | ii) Provision of experiential training .....  | Person month           |
| c) | Other costs during training. ....   | Provisional (Prov) sum |
| d) | Training venue.....   | Lump sum               |

The provisional sums under sub-items D10.06(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sums shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), learning material and any other requirement as described in sub-clause D1010.

The rate tendered under sub-item D10.06(a)(iv) shall be deemed to cover all costs required to organise accredited trainers to provide training and shall include the Contractor's handling cost, profit, record keeping, reporting and all other costs associated with sub-items D10.06(a)(i), (ii), and (iii).

The prime cost sum under sub-item D10.06(b)(i) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The prime cost sum shall cover the monthly stipend as prescribed by the Employer to be paid to students receiving experiential training.

The unit of measurement for sub-item D10.06(b)(ii) shall be the person-month, with pro-rata payments made for partial months for training provided based on 23 workdays per month.

The rate tendered under sub-item D10.06(b)(ii) shall include full compensation for the Contractor to provide training to the students provided by the Employer inclusive of all costs to communicate with the Employer and any other body or organisation in respect of work assigned to the students. The rate tendered shall include telephone calls and charges, stationery and information technology hardware, software, connection or licence costs and lost production, profits and all other incidentals as well as all administrative and overhead costs.

The provisional sum under pay item D10.06(c) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall cover the Contractor's costs for payment of wages of employed trainees attending training courses during working hours, for the provision of meals to trainees, for provision of transport and for all other incidentals required for the trainees and approved by the Engineer. No mark-up is payable to the Contractor under this item.

The unit of measurement for pay item D10.06(d), shall be the lump sum. The sum tendered shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and all other costs necessary to maintain the venue for the duration of the contract. Payment of the lump sum shall be made in two instalments as follows:

The first instalment, 75% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.

The second and final instalment, 25% of the lump sum, shall be paid after the provision of all the accredited training as specified in the document.

No payment, nor pro rata payment, shall be made for trainees that, once selected, do not attend or only partially complete structured training courses. The Contractor's own staff may attend the courses provided. However, such attendants from the Contractor's staff shall not be considered for measurement and payment purposes unless they also qualify as Targeted Labour.

<b>Item</b>	<b>Unit</b>
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## **D10.07 Community Development Component (Not applicable)**

### **D10.07.01 Contractor's Personnel**

a) Contractor's Training Staff	
i) Training Provider.....	Lump Sum
ii) Practitioners. ....	Lump Sum
iii) Assessors.....	Lump Sum
iv) Moderators.....	Lump Sum
b) Contractor's Construction Management Staff	
i) Construction Manager.....	Lump Sum
ii) Construction Mentors.....	Lump Sum
iii) Construction Supervisors.....	Lump Sum

## iv) Clerks of Works.....Lump Sum

The unit of measurement for pay item D10.07.01(a)(i) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for the Training Provider's cost for the full duration of the CD component, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by the Training Provider.

The total duration and intervals that the Training Provider spend on the CD component shall be determined by the Contractor. It shall be based on the requirements of the Scope of the Work and shall correspond to the Contractor's approved Training and Skills Development Programme. The Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

The unit of measurement for pay items D10.07.01(a)(ii) to (iv) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for the Practitioners, Assessors and Moderators' cost for the full duration of the CD component, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by Practitioners, Assessors and Moderators.

The number of Practitioners, Assessors and Moderators, the total duration that they spend on the CD component and the intervals at which they participate in the project shall be determined by the Contractor. It shall be based on the requirements of the Scope of the Work and shall correspond to the Contractor's approved Training and Skills Development Programme. The Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

The unit of measurement for pay item D10.07.01(b)(i) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for the Construction Manager's cost for the full duration of the CD component, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by the Construction Manager.

The total duration and intervals that the Construction Manager spend on the project shall be determined by the Contractor, but the Contractor shall take cognisance of the requirement that the Construction Manager shall maintain a full-time presence on site during the practical training and construction of the Works phases of the CD component. The total duration and intervals that the Construction Manager spend on the CD component shall correspond to the Contractor's approved Training and Skills Development Programme and the Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

The unit of measurement for pay items D10.07.01(b)(ii) to (iv) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for the Construction Mentors, Supervisors and Clerks of Works' cost for the full duration of the CD component, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by Construction Mentors, Supervisors and Clerks of Works.

An estimated ratio between Construction Mentors, Supervisors and Clerks of Works and the number of Trainee Targeted Enterprises subcontracted are provided in Appendix X5, Section A1003.04 (b). However, the number of staff and the time and intervals that they spend on the CD component shall be determined by the Contractor. The Contractor shall take cognisance of the requirement that full-time

mentoring and supervision of Trainee Targeted Enterprises shall be available during the practical training and construction of the Works phases of the CD component.

The number of staff and the total duration and intervals that Construction Mentors, Supervisors and Clerks of Works spend on the CD component shall correspond to the Contractor's approved Training and Skills Development Programme and the Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

<b>Item</b>	<b>Unit</b>
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#### **D10.07.02 Contractor's Training Facility and Establishment of Staff**

- |  |          |
|--|----------|
| a) Providing a Training Facility .....   | Lump Sum |
| b) Establishment of the Contractor's Training Staff for all CD component phases, including PPE. ....                                   | Lump Sum |
| c) Establishment of the Contractor's Construction Management Staff during the Training phases of the CD component, including PPE ..... | Lump Sum |

The unit of measurement for pay items D10.07.02(a) to (c) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for all costs associated with establishing the Contractor's Training Facility and his staff for the relevant phases of the CD component as described in the Scope of the Work and as required by the Contractor's approved Training and Skills Development Programme. This includes full compensation for the supply of electricity and all other utility services.

The Lump Sum shall also include full compensation for the Contractor's stationary (including paper, cartridges, files, etc.), computers, laptops, software, printers, appliances, connections, office and classroom furniture (including storage cupboards, shelves, bookcases, notice boards, etc.) and any other training aids required by his staff to perform their duties as per the Scope of Work.

Personal Protective Equipment (PPE) is deemed to include all the necessary protective clothing, eyewear, masks, gloves, and any other items required in compliance with the OHS Act.

<b>Item</b>	<b>Unit</b>
-------------	-------------

#### **D10.07.03 Training and Skills Development Programme**

- |  |          |
|--|----------|
| a) Resources Audit Chapter .....   | Lump Sum |
| b) Skills Audit Chapter .....  | Lump Sum |
| c) Market Analysis Chapter .....   | Lump Sum |
| d) Approved Training and Skills Development Programme for the CD component ..... | Lump Sum |

The unit of measurement for pay items D10.07.03(a) to (d) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for all costs associated with conducting Resources and Skills Audits, a Market Analysis and producing an approved Training and Skills Development Programme for the CD component.

The Lump Sum shall, amongst others, include for all staff and their associated costs, conducting research, stakeholder engagement and consulting, compiling reports and documents, printing and all administration required to present the deliverables.

Interim reports of the Resources and Skills Audits and Market Analysis shall be submitted to the Employer and the Engineer for perusal, which reports shall become chapters of the Training and Skills Development Programme.



**Item****Unit****D10.07.04 Training Provisions**

- a) Training for Trainee Targeted Enterprises
- i) NQF level 2 training ..... Trainee Credit
  - ii) NQF level 3 training ..... Trainee Credit
  - iii) NQF level 4 training ..... Trainee Credit
  - iv) NQF level 5 training ..... Trainee Credit
- b) Targeted Labour
- i) Targeted Labour ..... Provision (Prov) Sum
  - ii) Handling cost and profit i.r.o. item D10.07.04(b)(i) ..... Percentage (%)

The unit of measurement for pay items D10.07.04(a)(i) to (iv) shall be the Trainee Credit. The Trainee Credit is the product of the number of Trainees to be trained and the number of Unit Standard credits required for a Trainee to complete a SAQA accredited qualification on a specified NQF level. It shall provide for all the Contractor's costs to provide SAQA accredited NQF level 2 to 5 training that has not been provided for under pay items:

- D10.07.01 Contractor's Staff and  
D10.07.02 Contractor's Training Facility and Establishment of Staff  
D10.07.05 Theoretical (Classroom) Training

This includes full compensation for all costs associated with the Contractor's Training Staff to compile learning material and the accompanying assessors' guides, to provide demonstration tools and equipment and to conduct the theoretical and practical training as per the approved Training and Skills Development Plan.

The Trainee Credit tendered shall also include full compensation for all costs associated with keeping Trainees' portfolios of evidence updated and safe, the assessment and moderating of the Trainees' competencies, conduct retraining of Trainees found not yet competent as is allowed for in the Scope of the Work, as well as for updating Trainees' competencies on the national database on Traineeship training.

Payment shall only be made once a Trainee has been assessed for a specific Unit Standard and found competent.

The unit of measurement for pay item D10.07.04(b)(i) shall be the Provisional Sum. The Provisional Sum shall provide for all the Contractor's costs to provide SAQA accredited NQF level 2 to 5 technical, entrepreneurial and generic training to the Targeted Labour of the Trainee Targeted Enterprises.

The Provisional Sum shall provide for full compensation for the Contractor's costs pertaining to Trainees' stipends, wages and/or salaries during the training period, including subsistence, travel and accommodation.

The Provisional Sum shall also provide for the registration and induction of Trainees, their learning material, workbooks and logbooks, and any contract and specification documents, required for the training.

To utilise the Provisional Sum, a detailed breakdown of the above costs shall be provided by the Contractor for approval by the Engineer and the Employer by means of a Works Authorisation prior to commencement of the training.



The unit of measurement for pay items D10.07.04(b)(ii), shall be the Percentage (%). The Percentage shall provide for all the Contractor's costs and profit associated with the training of Targeted Labour employed by Trainee Targeted Enterprises.

Amongst others, the Percentage shall provide for full compensation for the Contractor's costs pertaining to staff's remuneration, including their travel and accommodation. It shall also provide for the Contractor's additional Training Facility, stationary, computers, laptops, software, printers, appliances, connections, classroom furniture and any other training aids, including PPE, required for the training.

Pro-rata payment of Provisional Sums, per Trainee, and its associated handling cost and profit mark-ups, i.e. Percentages, shall only be made once a Trainee has been assessed for a specific Unit Standard and found competent.

<b>Item</b>	<b>Unit</b>
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#### **D10.07.05 Theoretical (Classroom) Training**

- |   |          |
|---|----------|
| a) Registration of Trainees .....                 | Lump Sum |
| b) Induction of Trainees.....                     | Lump Sum |
| c) Stationery and Learning Aids .....             | Lump Sum |
| d) Learning Material, Workbooks and Logbooks..... | Lump Sum |
| e) Contract and Specification Documents .....     | Lump Sum |

The unit of measurement for pay item D10.07.05(a) shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs to Register Trainee Targeted Enterprises on the National Database for Traineeship Training, including capturing Trainees' personal detail and banking details for the payment of stipends and the signing of a Traineeship agreement between the Contractor and the Trainee.

The Registration of Trainees and associated requirements for beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided under pay items D10.07.04(b). The Lump Sum tendered for pay item D10.07.05(a) shall serve as a bench-mark rate for the utilisation of the Provisional Sum.

The unit of measurement for pay item D10.07.05(b) shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs for the induction of Trainee Targeted Enterprises into the Training Programme.

The induction of Trainees, other than the Trainee Targeted Enterprises, into the Training Programme shall be paid from the Provisional Sum provided under pay items D10.07.04(b). The Lump Sum tendered for pay item D10.07.05(b) shall serve as a bench-mark rate for the utilisation of the Provisional Sum

The unit of measurement for pay item D10.07.05(c) shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with the stationery and learning aids that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Stationery and learning aids to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items D10.07.04(b). The Lump Sum tendered for pay item D10.07.05(c) shall serve as a bench-mark rate for the utilisation of the Provisional Sum

The unit of measurement for pay item D10.07.05(d) shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with the

Learning Material, Workbooks and Logbooks that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Learning Material, Workbooks and Logbooks to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided under pay items D10.07.04(b). The Lump Sum tendered for pay item D10.07.05(d) shall serve as a bench-mark rate for the utilisation of the Provisional Sum

The unit of measurement for pay item D10.07.05(e) shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with the Contract and Specification Documents that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Contract and Specification Documents to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided under pay items D10.07.04(b). The Lump Sum tendered for pay item D10.07.05(e) shall serve as a bench-mark rate for the utilisation of the Provisional Sum.

Item	Unit
D10.07.06 Practical (Workplace) Training .....	Lump Sum

The unit of measurement for pay item D10.07.06 shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs, other than construction expenses (which is provided for in D10.07.10 or in Schedule xxx of the Schedule of quantities), to provide Trainee Targeted Enterprises with the Practical Training that they require to complete SAQA accredited training, on the relevant NQF levels, successfully and the assessment thereof.

Amongst others, the Lump Sum shall include for ensuring that Trainees keep a Logbook and update their Portfolio of Evidence continuously, training Trainees in the use of construction tools and practical construction techniques, ensure adequate plant, material and labour for the practical training experience and conduct assessments of the Trainees' learning progress. Provision shall be made for repeat training when necessary.

Item	Unit
<b>D10.07.07 Contractor's Responsibilities Towards Trainees</b>	

- |    |  |                     |
|----|--|---------------------|
| a) | Trainee Sustenance .....                                   | Prime Cost (PC) Sum |
| i) | Handling cost and profit i.r.o. item D10.07.07(a) .....    | Percentage (%)      |
| b) | Trainee Stipends .....                                     | Prime Cost (PC) Sum |
| i) | Handling cost and profit i.r.o. item D10.07.07(b)(i) ..... | Percentage (%)      |

The unit of measurement for pay item D10.07.07(a) shall be the Prime Cost (PC). The Prime Cost Sum shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with sustenance during the theoretical training phase of the CD component.

The unit of measurement for pay items D10.07.07(a)(i) shall be the Percentage (%). The Percentage shall provide for all the Contractor's costs and profit associated with providing Trainee Targeted Enterprises with sustenance during the theoretical training phase, including the cost of the procurement processes required to procure sustenance from local Suppliers.

Sustenance to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items D10.07.04(b) to (f). The

Prime Cost Sums utilised under pay item D10.07.07(a) shall serve as a bench-mark rate for the utilisation of the Provisional Sum

The unit of measurement for pay item D10.07.07(b) shall be the Prime Cost (PC). The Prime Cost Sum shall provide for all the Contractor's costs to pay stipends to Trainee Targeted Enterprises during the theoretical and practical training phases of the CD component in accordance with the Basic conditions of Employment Act (Act no. 75 of 1997).

The unit of measurement for pay items D10.07.07(b)(i) shall be the Percentage (%). The Percentage shall provide for all the Contractor's costs and profit associated with paying stipends to Trainee Targeted Enterprises during the theoretical and practical training phases of the CD component, including the cost of electronic funds transfers and/or bank cash deposits and all administration related to the payment of stipends.

Stipends to be paid to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided under pay items D10.07.04(b) to (f).

Stipends shall be paid in accordance with the legislated daily stipends stated in the Basic Conditions of Employment Act (Act No. 75 of 1997), as amended and as per its most recent learnership allowances table.

<b>Item</b>	<b>Unit</b>
D10.07.08 Contractor's Responsibilities Towards Trainees .....	Lump Sum

The unit of measurement for pay item D10.07.08 shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs, other than construction expenses (which is provided for in D10.07.10 or in Schedule xxx of the Schedule of quantities), to provide Trainee Targeted Enterprises with the Construction Simulation experience that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Amongst others, the Lump Sum shall include for mentoring, coaching and guidance of Trainees, providing each Trainee Targeted Enterprise with a Bill of Quantities for their respective work packages and assist Trainees to price the Bill of Quantities, assist the Trainee Targeted Enterprises to establish and train their construction teams, to schedule and execute the work, to procure material, plant and labour, and to measure the work and compile payment certificates.

<b>Item</b>	<b>Unit</b>
D10.07.09 Construction Management Phase .....	Lump Sum

The unit of measurement for pay item D10.07.09 shall be the Lump Sum (LS). The Lump Sum tendered shall provide for all the Contractor's costs, other than construction expenses (which is provided for in D10.07.10 or in Schedule xxx of the Schedule of quantities), to manage the construction of the Works by Trainee Targeted Enterprises.

Amongst others, the Lump Sum shall include for Trainee Target Enterprises' competency reviews, Construction mentoring, coaching and guidance, assistance to Trainee Targeted Enterprises on any aspect of the planning and administration of the Works, ensuring that Trainee Targeted Enterprises comply with all relevant statutory requirements monthly and overall management of the construction of the Works.

<b>Item</b>	<b>Unit</b>
<b>D10.07.10 Construction of the CD Component Works</b>	

- a) Payments associated with the construction of the CD component Works carried out by Trainee Targeted Enterprise subcontractors of CIDB 1 to 4 contractor grading designation Trainee Sustenance ..... Provisional (Prov) Sum
- b) Handling costs and profit in respect of payment associated with subitem D10.07.10(a)..... Percentage (%)
- c) Fluctuation between the main contractor's rates and that of the Trainee Targeted Enterprise subcontractors..... Lump Sum
- d) Preliminary and General Obligations of Trainee Targeted Enterprise sub-contractors appointed for the CD component. .... Lump Sum

Expenditure under subitems D10.07.10(a) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The provisional sum for subitem D10.07.10(a) is provided to cover the cost of the construction of the CD component Works, including preliminary and general obligations, carried out by the Trainee Targeted Enterprise subcontractors of CIDB 1 to 4 contractor grading designation as certified by the Engineer, in separate payments for each Trainee Targeted Enterprise in accordance with Section D. Expenditure under subitem D10.07.10(a) shall be limited to the provisional sum amount stated in the Pricing Schedule. Construction works by Trainee Targeted Enterprise subcontractors of CIDB 1 to 4 contractor grading designation, exceeding the provisional sum amount shall be measured for payment from the applicable work items in the Contractor's pricing schedule

The tendered percentage for subitem D10.07.10(b) is the percentage of the amount actually spent under subitem D10.07.10(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise subcontractors, which are not provided for in other pay items.

The Lump Sum tendered under item D10.05(c) is for fluctuation of the Trainee Targeted Enterprise subcontractor rates in excess of the contractor's tendered rates, for work not paid under items D10.05(a) or the separate schedule in the BoQ for the CD component. Payment of the lump sum shall be on a prorata basis to provide compensation for the fluctuation between the tendered rates of the Main Contractor and that of the Trainee Targeted Enterprise subcontractors until the lump sum is depleted. Any costs incurred due to fluctuation in tendered rates in excess of that tendered for under item D10.05(c) will be for the Contractor's account. Item D10.05(c) is applicable where the Trainee Targeted Enterprise subcontractor's tender amount is higher than the Main Contractor's tender amount. The lump sum will cover the fluctuation for all the tendered rates of the subcontractors.

The Lump Sum tendered under item D10.05(d) is for the Preliminary and General Obligations of Trainee Targeted Enterprise sub-contractors (excluding CIDB 1 and 2 contractor grading designation) paid from the Provisional Sum. Payment of the lump sum shall be on a prorata basis to provide compensation for the P&Gs of Trainee Targeted Enterprise sub-contractors until the lump sum is depleted. Any costs incurred for the P&Gs of Trainee Targeted Enterprise sub-contractors in excess of that tendered for under item D10.05(d) will be for the contractor's account.

**Item****Unit****D10.08 Dispute Adjudication Board (DAB)**

- a) Employer's contribution to DAB (50%)..... Provisional (Prov) Sum

The provisional sums under sub-items D10.06(a) shall include full payment for being available on 28 days' notice for hearings, all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his/her duties and all services performed as per the agreement.

## **D1.14 ANNEXURES**

### **D1.14.1 ANNEXURE D1 – CONTRACT PARTICIPATION GOAL (CPG) PLAN FORMAT**

**D1.14.2 ANNEXURE D2 – SANRAL PROJECT LIAISON COMMITTEE GUIDELINES**

See downloadable file on SANRAL Website.

**D1.14.3 ANNEXURE D3 – CHECKLIST FOR PLCs AND PLOs**



**D1.14.4 ANNEXURE D4 – PROFORMA SUBCONTRACT DOCUMENT FOR TARGETED ENTERPRISES**

The document will be developed with assistance of the Employer during the Mobilisation period.

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## **PART E: OCCUPATIONAL HEALTH AND SAFETY**

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### **PART E1: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS**

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**Note to tenderer:**

Wherever reference is made in this section of the Scope of Works to contractor this is the equivalent of the principal contractor in the Occupational Health and Safety Act and Regulations. Similarly, reference to subcontractors is equivalent to other contractors.

**SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS**

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## E1.1 SCOPE

The Occupational Health and Safety Act, Act 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain stages the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.

SANRAL in no way assumes The Principal Contractors legal liabilities and responsibilities. The Principal Contractor is and remains accountable for the quality and execution of his health and safety programme for his employees. This Health and Safety Specification reflects minimum legal and SANRAL requirements and should not be construed as all encompassing.

It is realized that The Principal Contractor have its own Health and Safety Management system and safe work practices. The intention of this Health and Safety Specification is not to change The Principal Contractors Health and Safety management system, but for The Principal Contractor to use its current Health and Safety management system to draw up a project specific Health and Safety plan according to these specifications as well as to legally comply with the Construction Regulations, GNR.84 of 2014.

It is the responsibility of the Principal Contractor and other Contractors to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.

This specification is not exhaustive of all duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations, governing the duties and obligations, of a Designer, Principal Contractor and Contractor performing duties in terms of an agreement with the client (SANRAL). These duties are fully described in the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

Words used herein in the singular shall be deemed to include the plural and male shall include female and vice versa, unless the context otherwise requires.

This specification is compiled to ensure that the Principal Contractor and any other Contractors working for SANRAL directly or through a Principal Contractor, are aware of the Occupational Health and Safety requirements when working on a SANRAL contract, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

## E1.2 DEFINITIONS AND ABBREVIATIONS

**Assessment** – An opinion or a judgment about someone or something that has been thought about very carefully.

**At-risk behaviour** – Conduct that unnecessarily increases the likelihood of an injury or incident.

**Audit** – A systematic and documented review of the effectiveness of implementation of processes, programmes and procedures, based on general process criteria.

**Baseline risk assessment:** This is the initial assessment of risk in a workplace. It is a broad assessment and includes all activities taking place on site but does not include risk control measures or safeguards.

**CIDB** – Construction Industry Development Board

**Client** – Any organization or person for whom construction work is performed. For the purpose of this document, the client is the South African National Roads Agency SOC Limited.

**Communicate** – The process of two-way dialogue which is understood by both parties.

**Competence** – A combination of attributes such as knowledge, training, experience and qualifications to assure successful performance.

**Competent Person** – Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.

**Consequence** – Outcome or impact of an event.

**Continual Improvement** – A recurring process of enhancing performance to achieve consistent improvements in overall performance.

**Contractor** – An employer as defined in section 1 of the OHS Act, who performs construction work and includes Principal Contractors and Sub-Contractors.

**Construction Work** – any work in connection with:

- The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

**Corrective Action** – An action taken to eliminate the cause of a detected non-conformity or other undesirable situation.

**Construction Regulations (CR)** – Construction Regulations, GNR. 84 of 2014

**Critical equipment** – A piece of equipment or a structure whose failure to perform to design specification, has the potential to result in a major accident event.

**Design** – in relation to any structure, includes drawings, calculations, design details and specifications.

**Designer** –

- a) competent person who:
  - i) Prepares a design
  - ii) Checks and approves a design
  - iii) Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
  - iv) Designs temporary work, including its components
- b) an architect or engineer contributing to, or having overall responsibility for a design
- c) a building services engineer designing details for fixed plant
- d) a surveyor specifying articles or drawing up specifications;
- e) a contractor carrying out design work as part of a design and building project; or
- f) an interior designer, shop fitter or landscape architect

**DMR** – Driven Machinery Regulations, GNR. 295 of 26 February 1988

**Documents** – Structured units of recorded information and its supporting medium (paper or electronic). Most records are documents, but not all documents are records. A document becomes a record when it is part of a business transaction, is kept as evidence of that transaction and is managed within a record-keeping system.

**EIR** – Electrical Installation Regulations, GNR. 242 of 6 March 2009

**Emergency** – An abnormal occurrence that pose a threat to the safety or health of employees, customers, or local communities, or which can cause damage to assets or the environment.

**Employee** – An individual who is employed by or works for an Employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

**Employer** – Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerates him but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).

**EMR** – Electrical Machinery Regulations, GNR. 250 of 25 March 2011

**Environment** – The surroundings or conditions in which a person, animal or plant lives or operates, including air, water, land, natural resources and habitats.

**Epidemic Disease** - An epidemic disease is one affecting many persons at the same time and spreading from person to person in a locality where the disease is not permanently prevalent. The World Health Organization (WHO) further specifies epidemic as occurring at the level of a region or community.

**Excavation work** – The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping

**GAR** – General Administrative Regulations, GNR. 929 of 25 June 2003

**GMR** – General Machinery Regulations, GNR. 1521 of 5 August 1988

**GSR** – General Safety Regulations, GNR. 1031 of 30 May 1986

**Harm** – A significant and or long-lasting adverse effect on people, the environment or the community.

**Hazard** – A source, situation or act with a potential for harm in terms of human injury or ill health.

**Health and Safety File** – Means a file, or other record in permanent form, containing the information in writing as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(b).

**Health and Safety Plan** – Means a project specific documented plan in accordance with the client's health and safety specifications, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(a).

**Health and Safety Specification** – Means a project specific document prepared by the client pertaining to all health and safety requirements related to construction work, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 5(1)(b).

**HSE** – Health, Safety and Environment. Commonly used in the format HSE.

**Incident** – Work-related events (including accidents which give rise to injury, ill health, fatality or emergencies) that have resulted in, or has the potential to result in adverse consequences to people, the environment, property, reputation or a combination of these.

**Likelihood** – A description of probability or frequency, in relation to the chance that something will occur.

**Lost Time Injury (LTI)** – When a person is injured during the execution of his/her duties and as a result of the injury is unable to perform his/her regular duties for one full shift or more on the day following the day on which the injury has incurred, whether a scheduled work day or not(weekend).

**Management System** – Management processes and documentation that collectively provide a systematic framework for ensuring that tasks are performed safely, correctly, consistently and effectively to achieve a specified outcome and to drive continual improvement in performance.

**Mandatory** – An agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or a user.

**MSDS** – Material Safety Data Sheet

**Near Hit / Near Miss** – Any occurrence or situation which had the potential for adverse consequences to people, the environment, property, reputation or a combination of these.

**Non-conformance** – Any deviation from work standards, practices, procedures, regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the environment or a combination of these.

**OHS Act** – Occupational Health & Safety Act, 85 of 1993

**Pandemic Disease** - a pandemic disease is an epidemic disease that has spread over a large area, that is, it is prevalent throughout an entire country, continent, or the whole world.

**Policy** – Statement by an organization of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

**PPE** – Personal Protective Equipment

**Preventive Action** – An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

**Principal Contractor** – An employer appointed by the client to perform construction work and who is in overall control and management of a part of or the whole construction site.

**Procedure** – A specific documented way to carry out an activity or a process.

**Records** – Recorded information, in any form that is kept as evidence. Records include monitoring results, evidence of training, audits, inspections and calibration reports.

**Risk Assessment** – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

**Risk Management** – The ongoing treatment of risks through the application of management policies, processes, procedures and risk control measures.



**Risk** – A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

**Root Cause** – The cause of the incident that, when rectified, will prevent the recurrence of not just incidents with those exact circumstances, but others with similar causes.

**SACPCMP** – South African Council for Project and Construction Management Professions

**SANRAL** - South African National Roads Agency SOC Limited

**Supplier** – A person or company that supplies material or equipment to a contractor on a construction site but does not physically carry out construction work on the construction site.

**The Act** – The Occupational Health and Safety Act No. 85 of 1993

**The Site** – The area where work is carried out for SANRAL as defined on the front page of this document.

**WAH** – Acronym for Working at Heights.

### **E1.3 HEALTH AND SAFETY POLICY**

Contractors are expected to have their own written Health and Safety Policy. The policy should declare their attitude and approach to the health, safety and welfare of their employees and others. Provision must be made to review the policy regularly and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees.

### **E1.4 ROLES AND RESPONSIBILITIES**

Every Contractor is considered to be an employer in his own right and shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

In conjunction with Section 8 of the OHS Act, all employees on the project are responsible for their own safety as well as the safety of persons who may be affected by their acts, as per Section 14 of the OHS Act. It is the responsibility of each employee to ensure that he acts in a safe manner before, during and after work is carried out.

The Principal Contractor shall ensure that where required by the OHS Act and Regulations, competent employees are appointed in writing. These appointments must be project/contract specific and specific to the tasks that will be performed. Every appointment must display the duties of the person appointed and training certificates from a registered training provider must be attached to such appointment (where applicable). A list of possible appointments can be found in clause E1010 below.

### **E1.5 HSE TRAINING AND COMPETENCE**

Where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training and employees must have attended courses of the aforementioned nature to be considered competent in the task.

All employees that forms part of the construction work must be trained and competent. Employees formally appointed to perform a certain duty must be in possession of a training certificate, received from a registered training provider. All employees must as a minimum have received site specific safety

induction training and must receive daily safe task instruction training (DSTI) before any work commences.

#### **E1.5.1 Training Needs**

There shall be a system in place to determine the training requirements of each individual, based on the tasks that the employee will perform as well as to ensure the health and safety of fellow employees and the public. Special attention should be given to employees who are new hires, new to the task or have combined responsibilities.

#### **E1.5.2 Basic Safe Work Training (Induction Training)**

Every contractor shall ensure that his employees are inducted into his own company Health and Safety System as well as basic safe work training (HSE Induction Training). The Principal Contractor shall ensure that his, all his Contractor's employees and visitors are inducted on the specific site safety procedures.

A Daily Safe Task Instruction (DSTI) must be conducted on site with all employees involved in the project. The DSTI must be carried out each day before work commences and proof thereof must be available on site. Each work crew may conduct their own specific DSTI to discuss the hazards, risks and control measures associated with their task for the day.

Where two or more contractors or work crews work in the same area, they should have a combined DSTI to ensure they know of the additional hazards the other contractor or work crew will introduce to their operations and what precautions to put in place.

The Principal Contractor shall have evidence that employees have been trained on the relevant procedures prior to and during the project duration. The evidence will be in a form of attendance register.

#### **E1.5.3 Formal Training**

All qualifications for which there are SAQA registered training courses, must be regarded as the minimum required qualifications and training. To be deemed "competent" an employee must have received training at a registered training provider, the training course must be registered and if there is an assessment, the employee must have been found competent after the assessment. A person cannot be deemed competent after awareness training only.

The Principal Contractor shall ensure that his employees, as well as the employees of any contractors that may be used, have received appropriate training for the type of work that will be performed, e.g. First Aid, Flag Man, Mobile Plant Operator, Working at Heights, Risk Assessment training etc.

#### **E1.5.4 Records**

Record of all training shall be kept by the employer and shall be readily available. Records shall make provision for refresher training where applicable. Where an employee is legally appointed with certain duties and responsibilities a copy of the training certificate must be attached to the appointment.

### **E1.6 APPLICATION FOR CONSTRUCTION WORK PERMIT**

Construction Regulation, 2014 Section 3 requires that the client apply for a construction work permit at least 30 days before construction work is started, if the intended construction work will:

- exceed 365 days and will involve more than 3 600 person days of construction work; or
- if the tender value limit is a CIDB grade 7, 8 or 9.

If approved, the provincial director will issue a construction work permit in writing to perform construction work within 30 days of receiving the application and assign a site-specific number for the construction site. It is the intention of SANRAL to apply for a construction work permit as soon as The Principal Contractor is appointed and his Health and Safety Plan is received, in order to minimize construction delays.

The site-specific construction work permit number must be displayed at the main entrance to the site and a copy of the construction work permit must be kept in the principal contractor's health and safety file for inspection purposes.

## **E1.7 DUTIES**

Various duties are imposed on the client, designer, principal contractor and other contractors by the Construction Regulation, 2014, Sections 5, 6 & 7. SANRAL will comply and carry out the required duties as contemplated in Section 5 of the Construction Regulations, 2014 and it is expected from the designer and every contractor to make themselves conversant with the requirements and duties imposed on them and to ensure that they comply with the requirements of section 6 & 7 at all times.

## **E1.8 MANAGEMENT AND SUPERVISION**

The Principal Contractor shall ensure that the project is managed safely, and legal compliance is ensured at all times.

A full-time competent person must be appointed as a Construction Manager to manage all construction work, including health and safety compliance. The construction manager may not be appointed to manage more than one single construction site.

The construction manager must appoint construction supervisors responsible for construction activities and ensuring occupation health and safety on the construction site.

The Principal Contractor must appoint a full-time construction health and safety officer, who is registered with the SACPCMP, to assist in the control of health and safety aspects on site.

## **E1.9 RISK MANAGEMENT**

The Principal Contractor must follow a formal risk-based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Principal Contractor and his employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

### **E1.9.1 Risk Assessment**

#### **1. Hazard Identification and Risk Assessment (Construction Regulation 9)**

The Principal Contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person, appointed in writing and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications.

The risk assessment shall include, as far as is reasonably practicable, at least:

- The task or task step

- the identification of the risks and hazards to which persons may be exposed during the task or task step;
- The analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and
- Ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

Based on the risk assessments, The Principal Contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences. SANRAL has conducted a Baseline Risk Assessment as per clause E1009 (b) below, which must be used by The Principal Contractor to develop task specific risk assessments before work commences. This does not mean that all possible Risk Assessments must be attended to before work commences, but that all relevant Risk Assessments receive the necessary attention as the contract progresses, and this is the responsibility of The Principal Contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

## **2. Risk Assessment Monitoring**

The Principal Contractor shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal, and records thereof shall be available for audit purposes.

## **3. Review of Risk Assessment**

The Principal Contractor shall review the hazard identification, risk assessments and standard safe working procedures prior to any work activity commencement and at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor shall provide the Employer, sub-contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled, and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements.

### **E1.9.2 Baseline Risk Assessment**

SANRAL prepared a Baseline Risk Assessment from which the Health and Safety Specifications for this project was prepared. The Baseline Risk Assessment highlights all work for which The Principal Contractor must prepare safe work procedures and or work method statements. It must be noted that the Baseline Risk Assessment is not exhaustive and Principal Contractors are required to identify risks and come up with control measures, this must be identified by Principal Contractor when preparing the Issue Based Risk Assessments. During the briefing, the client will brief tenderers about the hazards and risks that are associated with the anticipated construction work.

The Baseline Risk Assessment for this Project can be found in clause E1018.

### **E1.9.3 Continuous Risk Assessment**

The Principal Contractor shall continuously assess the risks of the activities that are carried out. Risk assessments must be in writing, site specific and must be reviewed continuously to ensure it is current and it address all the relevant hazards and risks associated with the specific activity at the specific site.

The Risk assessment must be discussed with the whole work crew before the activity starts and the work crew must acknowledge in writing having discussed the risk assessment and that they understand it. This acknowledgement must be on site and must be available to the client for audit purposes.

### **E1.10 LEGAL COMPLIANCE AND DOCUMENT CONTROL**

The Principal Contractor is required to implement systems and procedures to ensure legal compliance through:

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.
- Update legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformance
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The Principal Contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a "mine", The Principal Contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) The Principal Contractor shall be conversant with and shall comply with these regulations.

All legal appointments of The Principal Contractor regarding the Health and Safety of his employees who are to work on the project are addressed and governed by the OHS Act and applicable Regulations. Legal appointments must be in place and must reflect in the project safety file before work commences.

#### **E1.10.1 Overall Supervision and Responsibility for OH&S**

SANRAL will appoint the Principal Contractor in terms of Construction Regulation 5(1)(k). A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between SANRAL and the Principal Contractor.

It is a requirement that the Principal Contractor, when he appoints other contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatory".
- OH&S Act (85 of 1993), Section 16(2) appointee(s) as detailed in his/her/their respective appointment forms. (Where applicable).

The signed Mandatory agreements shall be placed in the project file for reference and for audit trail purposes.

### **E1.10.2 Specific Supervision Responsibilities for OH&S**

The Principal Contractor shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

Below is a list of possible appointments for the project, which is not an all-inclusive list, but for reference purposes only:

<b>Appointment</b>	<b>Legal Reference</b>
Assistant to CEO	OHS Act 16(2)
Health and Safety Representative	OHS Act 17(1)
Nominated Health and Safety Committee Member	OHS Act 19(3)
Contractor (Sub-contractor)	CR 7(1)(c)(v)
Construction Manager & Alternate Construction Manager	CR 8 (1)
Assistant Construction Manager	CR 8(2)
Health and Safety Officer	CR 8(5)
Construction Supervisor	CR 8(7)
Assistant Construction Supervisor	CR 8(8)
Risk Assessor	CR 9(1)
Fall Protection Plan Developer	CR 10(1)(a)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Temporary Works Supervisor	CR 12(2)
Excavation Supervisor	CR 13(1)(a)
Demolition Supervisor	CR 14(1)
Competent Person in the use of Explosives	CR 14(11)
Scaffold Supervisor	CR 16(1)
Suspended Platform Supervisor	CR 17(1)
Rope Access Supervisor	CR 18(1)(a)
Material Hoist Inspector	CR 19(8)(a)
Bulk Mixing Plant Supervisor	CR 20(1)
Explosive actuated fastening device Inspector	CR 21(2)(b)
Explosive actuated fastening device cartridge Controller	CR 21(2)(g)(i)
Construction Vehicle & Mobile Plant Operator Authorised	CR 23(1)(d)(i)
Temporary Electrical Installation Controller	CR 24(c )
Stacking and Storage Supervisor	CR 28(a)
Fire Equipment Inspector	CR 29(h)
Incident investigator	GAR 9(2)
Lifting tackle inspector	DMR 18(10)(e)
Ladder inspector	GSR 13(a)

Certified Explosives Manager	ER 12(1)
First Aider GSR	GSR 3(4)
Hazardous Chemical Substance Supervisor	

In addition to the above, the Employer requires that a Traffic Safety Officer be appointed.

It is a requirement that The Principal Contractor shall provide the Employer with an organogram of all sub-contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

#### **E1.10.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)**

Where The Principal Contractor employs more than 20 persons (including the employees of sub-contractors) he has to appoint 1 (one) OH&S representative for every 50 employees or part thereof. This is a minimum (legal) requirement. The Principal Contractor may at his own discretion appoint more OH&S representatives according to site specific requirements. General Administrative Regulation 6 requires that the appointment or election of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation. OH&S representatives must be experienced, permanently employed by The Principal Contractor or his sub-contractors, trained and able to move freely within their designated area of responsibility.

#### **E1.10.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)**

The Principal Contractor shall ensure that the designated OH&S representatives perform their functions in respect of the workplace or section of the workplace for which they have been appointed. These functions include to conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to The Principal Contractor. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings. The complete list of functions can be found in Section 18 of the OHS Act.

#### **E1.10.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)**

The Principal Contractor shall establish an OH&S committee, which shall meet at least once a month, where two or more Health and Safety Representatives have been appointed. OH&S representatives must be appointed as OH&S committee members. The number of management appointed members may not exceed the number of OH&S representatives on the committee.

### **E1.11 OPERATIONAL INTEGRITY**

The operational integrity of plant, equipment, structures and protective systems must be monitored and assured on an ongoing basis throughout the project cycle. Hazards must be identified, assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonably practicable (ALARP).

#### **E1.11.1 Construction Plant & Equipment**

The Principal Contractor shall maintain all items of plant and equipment necessary to perform the work in a safe condition.

SANRAL reserves the right to inspect items of plant and equipment brought to site and used on site by The Principal Contractor. Should it be found that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, The Principal

Contractor will be advised of such observation/inspection, and The Principal Contractor shall be required to repair, make safe or remove such item from operation and replace it with a safe and adequate substitute.

The Principal Contractor shall ensure that all plant, equipment, and power tools that are brought onto and used on site are:

- Appropriate for the type of work to be performed
- Placed on a register and inspected by a competent person or the authorized operator before use, daily or monthly dependent on Legislation and project requirements.
- Record inspection findings on a register that must be kept on site.
- The inspection register shall reflect the serial number of the plant, equipment or power tool.
- Maintained and used in accordance with the manufacturers' recommendations
- Have adequate machine guarding fitted to all exposed rotating or moving parts, as reasonably practicable, that have the potential to cause harm
- All electrical power supply units are protected with operational earth leakage devices.
- Any defective, damaged or sub-standard equipment must be marked as unsafe for use and removed from operation as soon as possible

#### **E1.11.2 Standards and Registers**

As standard project procedures, The Principal Contractor is expected to:

- Set up an initial set of registers as per the requirements of the OHS Act and Regulations.
- Complete the registers for each piece of plant, tool and equipment brought on and used on site
- Maintain a complete, continuous and comprehensive inspection and service history in these registers or checklists
- Ensure daily, weekly, monthly inspections are done and recorded for all plant, tools & equipment by a competent person as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.

### **E1.12 OCCUPATIONAL HEALTH AND HYGIENE**

#### **E1.12.1 Medical Fitness for Duty**

All contractor employees shall undergo medical examinations and be certified fit for duty by an Occupational Health Practitioner before they are allowed to work on site.

The medical certificate must be in the form of Annexure 3 of the Construction Regulations and stipulate the possible exposures the employee might be exposed to during the execution of the project.

It is recommended and in the best interest of The Principal Contractor to implement pre-employment as well as exit medical surveillance, especially with regards to Section 8 of the Noise Induced Hearing Loss Regulation.

#### **E1.12.2 First Aid**

According to GSR 3(4), where more than 10 employees are employed at a workplace/worksites, The Principal Contractor shall ensure that there is at least one trained first aider for every group of 50 employees at the workplace/site. First Aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of an injured person, it is recommended that all work crews have at least one trained first aider, with a fully stocked first aid box, irrespective of the number of people in the work crew. This is especially important when contractors work at great distances from the nearest



emergency facility or town. These persons shall be appointed in writing as the first aiders with their certificates attached as proof of competency.

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

In order to ensure prompt response at the emergency facility it is recommended that the W.Cl 2 forms be partially completed with the employers' details.

### **E1.12.3 Hygiene Facilities**

The Principal Contractor and his contractors shall ensure compliance to Section 30 of the Construction Regulations with regards to facilities on the construction site as well as where accommodation is provided to employees on remote sites. The Principal Contractor shall ensure that the facilities are kept clean at all times, either through a service provider or self-employed persons. The Principal Contractor shall provide employees with at least one sanitary facility for each sex and for every 30 workers, changing facilities for each sex and sheltered eating areas.

### **E1.12.4 Health related Epidemics and Pandemics**

The contractor shall, as far as reasonably practicable describe in his health and safety plan how health related epidemics and pandemics will be dealt with. The employer is aware that this section in the health and safety plan will not speak to specifics, but generic procedures. The Contractor must ensure that the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation are adhered to and in particular the following as described in the mentioned Regulation:

- Risk Assessment and risk assessment reviews;
- Prevention measures;
- Response measures;
- Employee training / information sharing;
- Employee health monitoring;
- Management of infected persons;
- Isolation rooms;
- Employee transportation;
- Employee accommodation;
- Eating facilities;
- Meetings / toolbox talks / Daily safety talks;
- Cleaning of offices / facilities;
- Duties of person that may be exposed to HBA's
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities

Once the nature and scale of the epidemic or pandemic is known, the Contractor must update his health and safety plan with the relevant information and send the updated plan to the relevant appointed OHS Agent for approval. Once approved, the Contractor must implement the updated health and safety plan and maintain the updated plan on site.

### **E1.13 WASTE MANAGEMENT**

The Principal Contractor shall comply with all applicable and relevant Waste management legislation, as well as municipal bylaws applicable to waste management.

The Principal Contractor shall remove all waste generated at the construction site on a daily basis or as soon as possible after generation to ensure good housekeeping at all times. The Principal Contractor shall have a waste management plan which must be implemented on the construction site and which will have the objective to ensure that waste is managed according to the Waste Management Hierarchy:

- Reduce what you can. If you cannot reduce then,
- Re-use what you can. If you cannot re-use then,
- Recycle what you can. What you cannot recycle,
- Convert into energy sources. If it cannot be converted to an energy source,
- Dispose of in a landfill – this is only to be done as a last resort and disposed without endangering human health and without using processes or methods which could harm the environment.

### **E1.14 HAZARDOUS SUBSTANCE MANAGEMENT**

The Principal Contractor shall ensure that hazardous substances brought onto site are easily identifiable and stored according to the requirements of the General Safety Regulations, GNR. 1031 of 1986, Section 4.

Where flammable liquids are being used or stored, this must be done in a manner which would not cause a fire or explosion hazard.

The Principal Contractor shall have Material Safety Data Sheets (MSDS) readily available for flammable, hazardous and toxic chemical substances and materials brought onto site and shall ensure that his employees are trained in these MSDS's.

Flammable, hazardous or toxic chemical substances may not be stored in empty food or drink containers. Empty flammable, hazardous and toxic containers must be disposed of in a safe manner, which will prevent further use of such a container.

A survey of the construction site must be done during site establishment, to locate any asbestos. Should asbestos be located, the conditions of the Asbestos Regulations, GNR. 155 of 2002 must be followed and complied with.

### **E1.15 CONTRACTORS**

#### **E1.15.1 Consultations, Communications and Liaison**

OH&S liaison between the Employer, The Principal Contractor, The Contractors, the designer and other concerned parties will be through the OH&S committee. In addition to the above, communication may be directly to the Employer or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their construction managers and supervisors, OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to The Contractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his/her agent, exchange of information between subcontractors, the reporting of hazardous/dangerous conditions/situations etc. The Principal Contractors' most senior manager on site shall be required to attend all OH&S meetings.

### **E1.15.2 Operational Procedures**

Each construction activity shall be assessed by The Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires The Principal Contractor:

- to be conversant with all relevant Regulations;
- to comply with their provisions;
- to include them in his OH&S plan where relevant

### **E1.15.3 Checking, Reporting and Corrective Actions**

#### **1. Monthly Audit by Employer (Construction Regulation 5(1)(o))**

The Employer will conduct monthly health and safety and document verification audits in compliance with Construction Regulation 5(1) (o) in order to ensure that The Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

The Principal Contractor will ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any contractor, but at least once every 30 days.

The Principal Contractor will be provided with a copy of the Health and Safety audit report within seven days after the audit. The employer or his representative may stop any Principal Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specification and the Principal contractor's health and safety plan for the specific site.

#### **2. Other Audits and Inspections by the Employer**

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

#### **3. Principal Contractor's Audits and Inspections**

The Principal Contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. The Principal Contractor shall furthermore ensure that each contractor's health & safety plan is being implemented by conducting periodic audits at intervals mutually agreed between The Principal Contractor and contractors, but at least once per month.

#### **4. Inspections by OH&S Representatives and other Appointees**

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

#### **5. Recording and Review of Inspection Results**

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

**E1.15.4 Project Health and Safety Management Plan**

As per Section 5(1) (l) and Section 7(1) (a) of the Construction Regulations of 2014, The Principal Contractor shall develop, implement and administer a Health and Safety Management Plan. The plan shall be in writing and shall be negotiated between The Principal Contractor and SANRAL or designated OHS Agent and must be approved by SANRAL or the designated OHS Agent prior to the commencement of work on site. The plan shall demonstrate management's commitment to ensure employee health and safety as their primary objective during the contract. As a suggestion, the following elements may be used to develop the H&S plan:

1. Introduction
  - a) Mission
  - b) Purpose & Scope
  - c) Health, Safety and Environmental Policy
  - d) Health, Safety and Environmental Goals
  - e) Plan Objectives
2. Leadership and Commitment
  - a) Values supporting commitment
  - b) Roles, Responsibilities and Accountability
3. Hazard and Risk Management Process
  - a) Effective Consultation
  - b) Planning
4. Contractor HSE Alignment
  - a) Sub-Contractors
  - b) On-Site
5. Learning and Competency
  - a) Project HSE Training and Competency Requirements
  - b) Contractor & Sub-Contractor Duties
  - c) Minimum Training Requirements
  - d) Medical and Induction
  - e) Employee details
  - f) Visitors to site
  - g) Induction
6. Involvement, Communication and Motivation
  - a) Safety Meetings
  - b) Health & Safety Behavior
  - c) Information and Learning
7. Hazard and Risk Management on site
  - a) Hazardous Activities
  - b) Hazardous Areas
  - c) Hierarchy of Hazard Control
  - d) Hazard and Risk Identification
  - e) Risk Analysis and Evaluation
  - f) Documented safe work procedures for hazardous activities
  - g) Hazard and Risk monitoring plan
  - h) Hazard and Risk review plan
8. Occupational Health and Hygiene
  - a) Fitness for Work
  - b) Hazardous Substances

- c) Airborne Chemical Substances
  - d) Noise and Vibration
  - e) Personal Hygiene
  - f) Protection of Outdoor Workers
  - g) Occupational Health Services on Site
9. Performance Tracking and Accountability
- a) Positive Performance Indicators
  - b) Workplace Observations and Audits
  - c) Reporting
10. Incident Management
- a) Emergency Preparedness and Response
  - b) Incident Management
  - c) Injury Management
11. Waste Management
- a) Hazardous Waste
  - b) Non-Hazardous Waste – Recyclable
  - c) Non-Hazardous Waste – Non recyclable

#### **E1.15.5 Project Health and Safety File**

The Principal Contractor shall compile a project specific Health and Safety File that consist of all the relevant project specific documentation. The Health and Safety file may consist of multiple files, which when combined should contain all the required documentation.

It is recommended that the project specific Health and Safety file contain at least the following:

- Scope and summary of the project as well as any scope changes.
- Notification of Construction Work to DoL / Copy of Work Permit
- Proof of COID registration (Letter of Good Standing)
- Contractor Health and Safety Policy statement signed by management
- Mandatory Agreement – OH&S Act 37.2 (Between Employer and Principal Contractor)
- Signed Client Health and Safety specification
- Latest copy of the OHS Act and Regulations
- Company Organogram depicting Health and Safety Responsibilities, including sub-contractors
- Employee list including copy of IDs and medicals
- Project specific Health and Safety Management Plan agreed with the Employer – See point 16.4 above
- Relevant OH&S Legal appointments which includes duties and responsibilities as well as competencies (training certificate)
- Copies of minutes of meetings – OH&S committee and other relevant OH&S meeting minutes
- Designs/drawings (Construction Regulation 7(1) €
- Site specific Fall Protection Plan (if applicable)
- Risk Assessments
- Contractor Induction material
- Waste management Plan
- Emergency preparedness (first aid, firefighting, emergency plan, etc.)
- Emergency Contact Telephone numbers
- HIV awareness program
- List of hazardous chemical substances used on site
- Material Safety Data Sheets of hazardous chemicals on site
- List of plant & equipment to be used on site
- Inspection Checklists/Registers of plant & equipment and emergency equipment
- List of Sub-contractors including type of work

- Sub-contractor 37.2 Mandatary Agreements
- Sub-contractor appointments which shall include the type of work The Principal Contractor is appointed for.

#### **E1.15.6 Contracting Philosophy**

Any site-specific hazards and safety management expectations will be made known to The Principal Contractor prior to the work commencing on site. Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements The Principal Contractor must apply during this contract with regards to Occupational Health and Safety. The Principal Contractor shall apply, implement and enforce the minimum OHS Act & Regulations and SANS Codes requirements.

#### **E1.15.7 Workers Compensation Registration**

The Principal Contractor shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project.

#### **E1.15.8 HSE Non-Compliance**

It is a legal duty of the client according to the Construction Regulation 5(1) (q) that a Principal Contractor is stopped from executing any activity which poses a threat to the health and safety of persons. Depending on the seriousness of the non-compliance only the specific activity may be stopped until the non-compliance is rectified or the whole operation may be stopped.

It is also the duty of every employee to take reasonable care of his own health and safety and of other persons who may be affected by his acts as per OHS Act, Section 14(a). Keeping this in mind, it is required of The Principal Contractor to ensure his employees has the right to remove themselves from any unsafe situation or work activity, without any negative consequence to them until such time as The Principal Contractor has made the unsafe situation or activity as safe as practicable possible.

#### **E1.15.9 Indemnity by Contractor**

The Principal Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- a) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
  - all or any of The Principal Contractor's workforce as a result of a dispute between all or any of the Principal Contractor's workforce and The Principal Contractor; or
  - all or any of the Principal Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;
- b) Any unlawful, riotous or disorderly conduct by or amongst the Principal Contractor's personnel."

#### **E1.15.10 The Principal Contractor Conduct**

Guidelines to the most important rules that shall be implemented and maintained by the Principal Contractor:

- Complete compliance to the OH&S Act 85 of 1993 and Regulations
- Hazard identification and Risk Assessments for all activities
- Daily communication of DSTI talk before work commences
- Safe access and egress to and from work areas.
- Compulsory use of lifelines, Safety Harnesses and Fall Arrestors (Lanyards to be attached at all times)

- Scaffold shall comply with Legal and SANS standards at all times
- Good housekeeping and stacking practices
- Safe lifting, rigging and slinging practices
- Complying to Legal standards for lifting machinery & equipment
- No lifting in wind conditions exceeding 30km/h (This is a guide and is dependent on risk assessments)
- Securing of tools, equipment and material at heights
- Wearing of appropriate personal protective equipment as identified in the risk assessment

Supervisors in charge are responsible for ensuring that the employees are aware of the hazards / risks involved in the work they will be doing/are doing and shall ensure the safety rules are obeyed.

No person shall act in a manner that endangers or is likely to endanger, the safety of any other person, or cause harm to any other person.

An employee who observes any dangerous situation, shall as soon as possible inform the person who is responsible for that section of the site.

Any employee who becomes aware of any person disregarding any safety rules, shall remind that person of the rules. If he persists in disregarding the rules, the matter must be reported to his supervisor.

No person shall damage, alter, remove, render ineffective or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

No person shall interfere with or use firefighting equipment without authority and training.

No person in a state of intoxication or condition that render him incapable of controlling himself shall enter or be allowed to enter the site.

No alcohol or illegal drugs shall be taken onto the site.

All safety and warning signs shall be obeyed.

Always be alert of construction vehicles as well as traffic. Never turn your back to oncoming traffic, always have a line of sight.

#### **E1.15.11 Principal Contractor and Contractor Management**

The Principal Contractor shall establish, maintain and ensure that all his contractors establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these HSE specifications.

The Principal Contractor shall be solely responsible for carrying out work on the project, having the highest regard for the health and safety of his employees and people in the vicinity of his work area.

#### **E1.15.12 Public Health and Safety**

The Principal Contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes:

- Non- employees entering the site for whatever reason

- The surrounding community
- Passers-by to the site.

## **E1.16 DESIGNING FOR HEALTH, SAFETY AND THE ENVIRONMENT**

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous areas. The project Designer and Contractor must implement a process that ensures safety is incorporated in the design process, which includes temporary works as contemplated in the Construction Regulations, 2014 Section 12.

The Principal Contractor must communicate the anticipated risks and hazards resulting from the design to his employees and establish safe work procedures for the temporary works.

## **E1.17 INCIDENT MANAGEMENT**

The Principal Contractor shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Principal Contractor must implement a procedure for reporting and investigating accidents, incidents and near misses. The Principal Contractor should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees.

Appropriate corrective actions must be implemented, and the applicable learnings must be shared within The Principal Contractors business to prevent a recurrence of the incident or to prevent the near miss from becoming an incident in future.

### **E1.17.1 Incidents and Accidents**

The Principal contractor and his contractors shall coordinate their investigation of all accidents/incidents where employees and non-employees were injured to the extent that he had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/incident.

The Principal Contractor shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident/accident within the Principal Contractors or his Contractors area of responsibility in writing as soon as possible.

Although the accident/incident is reported to the client, the Principal Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Labour. Any road traffic accident must be reported to the relevant authorities.

It is essential that The Principal Contractor demonstrate that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all The Principal Contractors affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the SANRAL Project Manager and or the SANRAL OHS Specialist.

Investigations must be completed for:

- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities



**E1.17.2 Incident Reporting**

The Principal Contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring. In addition, The Principal Contractor shall update monthly the Disabling Injury Frequency Ratio (DIFR) and display this information on a signboard at the site office.

The Principal Contractor is responsible for collecting, recording, calculating and reporting his and his sub-contractors Health & Safety statistics to the SANRAL OHS Specialist.

The statistics should contain at least the following for all employees of all contractors working on the project:

- Total Number of workers
- Total Number of hours worked (on the SANRAL project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred
- Communication to employees and contractors of incidents and preventative actions.

**E1.18 PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS**

The clause contains specific requirements for Contract SANRAL ..., which must be adhered to in addition to minimum legislative requirements.

Note to Compiler: The information in E1018 is to be amended for project specific specifications

**E1.18.1 Baseline Risk Assessment**

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Client in terms of Construction Regulation 5(1) (a):

Risks in connection with: Note to Compiler: OHS Agent to update risks to make it project specific

- Personal health risks in connection with ablution facilities, eating areas, drinking water.
- Secure/safe storage of materials, plant and equipment
- Secure/safe storage and use of hazardous and/or flammable materials
- Maintenance workshop - onsite repairs to construction vehicles, mobile plant & equipment.
- Possibility of asbestos in existing structures
- Existing services, e.g. gas, telecommunications, electrical supply and similar
- Temporary electrical installations
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Biological hazards, e.g. bees, snakes, spiders
- Environmental risks, e.g. lighting, strong winds, heavy rains, dark environments, hot/cold and wet environments
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Hazardous Biological Agents that could lead to epidemics and/or pandemics
- Use of portable electrical equipment including, but not limited to:
  - Angle grinder
  - Electrical drilling machine

- Circular saw
- Generator
- Excavations including, but not limited to:
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trenches
- Welding including, but not limited to:
  - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and off-loading of trucks, including material deliveries
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Grader
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Overhead Electrical Cables
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working in elevated positions
- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil.

### **E1.18.2 Daily Site Attendance Register**

The Principal Contractor shall keep a daily site register so as to be able to identify the entire Contractors personnel on site in case of an emergency or evacuation situation. The attendance register must include permanent as well as temporary workers working on the site.

All site visitors and any new contractors shall report to security/reception upon arrival at site. The Principal Contractor will only be granted first time access to work on the site if all required documentation has been provided and approved.

All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers.

### **E1.18.3 Emergency Numbers / Emergency Evacuation**

A list with emergency numbers must be readily available to first aiders and supervisors. Emergency numbers must be site specific and must display the nearest emergency facilities.

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in The Principal Contractor's OH&S plan and communicated as part of induction training. It is the responsibility of the first aid worker, together with the construction supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

The Principal Contractor must implement an emergency evacuation procedure on site to ensure that in case of an emergency, all staff will leave their place of work when the emergency siren is sound and proceed to the demarcated emergency assembly point. The emergency assembly point must display the sign "Emergency Assembly Point".

An evacuation route diagram must be displayed and visible at strategic points in buildings and on notice boards.

All staff working on site must be given awareness training on the emergency evacuation procedure and evacuation drills must be exercised to ensure all staff know the correct procedure to follow in case of an emergency.

### **E1.18.4 Site Security**

Certain areas where work must be carried out, is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Principal Contractor must as far as reasonably possible anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:

- Unrests,
- Violent Demonstrations,
- Theft,
- Injury from 3rd parties at all times.

The Principal Contractor must, when work is to be carried out in the above-mentioned areas, make provision for security services to accompany site staff during the execution of their work, as The Principal Contractor is responsible for the Health, Safety and Security of his own staff. The provision for security services must form part of The Principal Contractors tender.

### **E1.18.5 Personal Protective Equipment**

Comply with General Safety Regulations, Section 2

The Principal Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered. The hierarchy of hazard elimination must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

- Elimination

- Passive Controls
  - Substitution – Using a cherry picker or man-lift instead of a ladder.
  - Engineering Controls – Installing barrier railings; Installing stairs instead of using vertical ladders.
- Active Controls
  - Administrative policies and procedures
  - Personal protective equipment

Where it is not possible to create an absolutely safe and healthy workplace The Principal Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that The Principal Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

The Principal Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on site. Any person found not wearing a reflective jacket on site must be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are ineffective must immediately be replaced by The Principal Contractor.

#### **E1.18.6 Site Supervision**

Comply with Construction Regulation, Section 8

The Principal Contractor shall appoint a competent Construction Manager who shall be responsible for the construction activities and for ensuring occupational health and safety compliance on the construction site.

#### **E1.18.7 Working in Elevated Positions**

Comply with Construction Regulation, Section 10

The Principal Contractor shall ensure that a fall protection plan, developed by a competent person who is designated as the Fall Protection Plan Developer, is available on site and understood by all employees who will be working in elevated positions.

All employees working in elevated positions shall protect themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a lifeline or other approved and tested anchor point.

In addition to obvious elevated work activities, work activities which include:

- Working on the edge of an excavation where there is a risk of falling into the excavation;

- Work on the edge of a vertical drop where there is a risk of falling;
- Work on top of tanker trucks and tanks;

shall be considered work in elevated positions and Section 10 of the Construction Regulations must be adhered to at all times. The hierarchy of controls must be implemented when such activities are carried out. As a minimum the employee must wear PPE, which shall include a full body harness attached to a restraint.

#### **E1.18.8 Structures**

Comply with Construction Regulations, Section 11.

The Principal Contractor shall ensure that all practicable measures are taken to prevent the uncontrolled collapse of new or existing structures or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure may be loaded in a manner which would render it unsafe.

When a structure is of temporary nature, all conditions as required by the Construction Regulations Section 12 - Temporary Works, must also be complied with.

#### **E1.18.9 Excavations**

Comply with Construction Regulations, Section 13

The Principal Contractor shall ensure that all excavations are carried out under the supervision of a competent person who has been appointed in writing as Excavation Supervisor.

The Principal Contractor must evaluate the stability of the ground before excavation work begins as well as during excavation work.

Excavations must be barricaded to prevent unauthorized access.

Material removed from excavations, as well as heavy machinery and construction vehicles, must not be closer than 1 meter of the edge of the excavation, to prevent additional loads on the excavation edge, which could cause cave-ins, to prevent construction vehicles from falling into the excavation and to prevent the accumulation of carbon monoxide gas inside the excavation.

The principal contractor and its contractors must cause every excavation which is accessible to the public or which is adjacent to the public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –

- Adequately protected by a barrier or fence and as close to the excavation as is practicable; and
- Provided with warning illuminants or any other boundary indicators that are clearly visible at night or when visibility is poor.

People working in the excavation must be adequately protected from cave-ins, by means of protection systems such as trench boxed and shielding and must have a safe means of access into the excavation and egress from the excavation.

#### **E1.18.10 Scaffolding**

Comply with Construction Regulations, Section 16, General Safety Regulations, Section 6 and SANS 10085 – The Design, erection, use and inspection of access scaffolding

The Principal Contractor shall appoint a competent person in writing as scaffolding Supervisor. Scaffolding Inspectors and Scaffolding Erectors must be trained and found competent to carry out

scaffolding work. It is important to note that only competent scaffold erectors are allowed to build the scaffolding. The scaffold inspector is not allowed to build the scaffold with the scaffold erector team.

Scaffolding shall be erected according to SANS 10085 and shall be tagged "safe for use" after inspection indicated that the scaffold is safe to use. The inspection of the scaffold shall be in writing and proof thereof shall be available for any user of the scaffold as well as for audit purposes.

Scaffold left erected while The Principal Contractor is not in attendance, must be tagged with a "Not Safe for Use" tag and all reasonably practicable measures must be taken to prevent unauthorised access to the scaffold.

Scaffold must be inspected by the competent scaffold inspector on completion of the scaffold build, weekly thereafter or following severe weather conditions.

Hazards such as overhead power lines must be identified before the scaffold is build and must be reflected in the risk assessment.

When using mobile scaffold, employees and materials must be removed from scaffold before moving the mobile scaffold. Hazards such as overhead power lines must be identified before moving mobile scaffold and must reflect in the risk assessment.

#### **E1.18.11 Suspended Platforms**

Comply with Construction Regulation, Section 17, SANS 10295-2 - Suspended access equipment Part 2: Temporary suspended platforms (TSPs)

All suspended platform work must be carried out under the supervision of a competent appointed Suspended Platform Supervisor. Suspended platform erectors, operators and inspectors must be competent.

The Principal Contractor must be in possession of a certificate of design for the use of the suspended platform system.

#### **E1.18.12 Cranes**

Comply with Construction Regulation, Section 22, General Machinery Regulation, and Section 18.

Crane operators must be competent to carry out their work safely and must be in possession of a valid medical certificate of fitness, issued by an occupational health practitioner.

The wind factor should always be taken into consideration when operating cranes and that a wind speed device is fitted that provides the operator with an audible warning when the speed exceeds the design engineer specification. Upon noticing that the wind speed is equal or more than the specified speed limit, the operator should stop immediately.

#### **E1.18.13 Construction Vehicles & Mobile Equipment**

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile equipment and must be in possession of an operator's card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile equipment.

#### **E1.18.14 Electrical Equipment**

##### **1. Comply with Construction Regulations, Section 24.**

The Principal Contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site.

The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes.

The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injury may be possible from touching the electrical cables with the crane boom, or from arching when the crane boom comes too close to the electrical cable.

All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site.

Electrical machinery and extension cords must be in a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

##### **2. Comply with Electrical Installation Regulations.**

All electrical installations shall be inspected and approved by an accredited electrical inspector and a valid Certificate of Compliance must be issued for the installation.

All electrical installations carried out on site (permanent and temporary) must be in accordance and comply with the Electrical Installation Regulations.

All power supplies and generating units must be fitted with a functional earth leakage device.

#### **E1.18.15 Temporary Storage of Flammable Liquids**

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4

The Principal Contractor must ensure storage areas of flammable liquids are well ventilated and “No Smoking” signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Principal Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

#### **E1.18.16 Water Environments**

Comply with Construction Regulation, Section 26.

The Principal Contractor must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

#### **E1.18.17 Housekeeping**

Comply with Construction Regulation, Section 27, Environmental Regulations for Workplaces, Section 6(3).

The Principal Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed by the end of the shift or as soon as practicable.

#### **E1.18.18 Stacking & Storage of Material, Plant & Equipment**

Comply with Construction Regulations, Section 28 and General Safety Regulations, Section 8.

The Principal Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site.

Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

Items removed from a stack shall only take place from the topmost layer of the stack.

Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations.

Unstable stacks must be broken down immediately.

#### **E1.18.19 Fire Precautions**

Comply with Construction Regulation, Section 29.

The Principal Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations and a sufficient number of firefighters must be available, which must be trained in the use of it.

#### **E1.18.20 Intoxicating Liquor and Drugs**

Comply with General Safety Regulations, Section 2A.

The site limit for intoxication is set to zero to complement a vision of zero tolerance.

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, will not be allowed onto the premises and/or will be removed from the premises.

The Principal Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Principal Contractor shall ensure that employees taking prescription medicine informs The Principal Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working in close vicinity to the employee.

#### **E1.18.21 Confined Space Work & Tunnelling**

Comply with Construction Regulation, Section 15 and General Safety Regulations, Section 5.

The Principal Contractor shall ensure that only authorized persons enter confined spaces.



An entrance log must be kept to ensure people are not left inside the confined space. Adequate air monitoring must be carried out before entering the confined space. When air monitoring indicated the oxygen to be less than 20% by volume, the confined space must be purged and ventilated to obtain a safe atmosphere or self-contained breathing apparatus must be used.

#### **E1.18.22 Site Services**

The Principal Contractor shall provide and maintain on the Site adequate and suitable sanitary services and a supply of potable water for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the Site.

##### **1. Drinking Water**

The Principal Contractor must ensure that an adequate supply of potable drinking water is available for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the Site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Where water is unsafe for human consumption, it must be so indicated by means of adequate signage.

##### **2. Accommodation**

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee's facilities and accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

##### **3. Traffic Accommodation**

The Principal Contractor must ensure that the traffic is properly organized and controlled in any work situation by providing adequate signalling or other control arrangement to guard against the dangers relating to the movements of vehicles and plant. The plant and vehicles are equipped with an automatic acoustic reversing alarm.

When the Principal Contractor is executing night work a permission should be sourced from the Engineer. The Principal Contractor must put in place visible or reflective signs that can be seen by motorist at a distance. If a stop and go method is used flag persons must be properly trained on how to control the traffic. The Principal Contractor must develop a clear Traffic Management Plan.

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## **PART F: DISPUTE ADJUDICATION AGREEMENT**

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### **PART F1: DISPUTE ADJUDICATION AGREEMENT**

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## **DISPUTE ADJUDICATION AGREEMENT**

between

**THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

(Reg No. 1998/009584/06)

**("Employer")**

and

---

(Reg No. \_\_\_\_\_)

**("Contractor")**

and

---

**("Member")**

## F1.1 DEFINITIONS AND INTERPRETATIONS

1. In this Dispute Adjudication Agreement, unless the context otherwise indicates:
  - a) **“Contract”** means Contract SANRAL ... insert contract number for the insert contract description entered into between the Employer and the Contractor.
  - b) **“Contractor”** means ... insert contractor's details appointed by the Employer under the Contract.
  - c) **“DAB”** means the three-person Dispute Adjudication Board as contemplated in clause 20 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, published by the Fédération Internationale des Ingénieurs-Conseils (hereinafter referred to as “GCC”), in accordance with the terms and conditions as set out in this Dispute Adjudication Agreement.
  - d) **“Dispute Adjudication Agreement”** means the tripartite agreement between the Employer, Contractor and Member.
  - e) **“Effective Date”** means the date that this Dispute Adjudication Agreement shall take effect, and unless otherwise stated, it shall be the latest date when the Employer, the Contractor, Member and each of the Other Members have respectively signed a Dispute Adjudication Agreement.
  - f) **“Employer”** means the South African National Roads Agency SOC Limited, Registration No. 1998/009584/06
  - g) **“Engineer”** means ... insert engineer's details
  - h) **“Member”** means Mr \_\_\_\_\_, who Note to compiler: Delete the following for members other than for the Chairperson's agreement will act as chairman of the DAB and who is one of the three persons who are jointly called the DAB.
  - i) **“Other Members”** means the persons other than the Member, forming part of the DAB
  - j) **“Parties”** means the Employer, Contractor and Member
2. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract

## F1.2 GENERAL PROVISIONS

1. Following the Effective Date, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.
2. This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Adjudication Agreement shall terminate upon the expiry of this period.
3. No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the Parties to it and of the Other Members.
4. The Dispute Adjudication Agreement shall be governed by the law of the Republic of South Africa.

5. All disputes will be heard in \_\_\_\_\_, Republic of South Africa, unless otherwise agreed by the Parties.

### **F1.3 WARRANTIES**

1. The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.
2. When appointing the Member, the Employer and the Contractor relies upon the Members' representations that he/she is:
  - a) experienced in the work which the Contractor is to carry out under the Contract,
  - b) experienced in the interpretation of contract documentation, and
  - c) fluent in the language for communications defined in the Contract.

### **F1.4 APPOINTMENT**

1. The Employer and the Contractor hereby jointly appoint the Member as a Member of a three-person DAB on the terms and conditions as set out in the Dispute Adjudication Agreement, which appointment the Member by his/her signature hereto accepts;
2. The conditions of the Dispute Adjudication Agreement comprise the following:
  - a) The Dispute Adjudication Agreement together with any addenda or schedules hereto; including the procedural rules;
  - b) The GCC, as amended by any particular conditions, to the extent that it is applicable to the DAB and the Member.

### **F1.5 GENERAL OBLIGATIONS OF THE MEMBER**

*Note to compiler: Delete this clause for members other than the Chairperson's agreement*

1. The Member shall act as chairman of the DAB and shall; ensure smooth administration; keep all records; ensure compliance to procedural rules; ensure the ethics of the DAB remain unchallenged; coordinate between the Parties and the DAB; chair meetings and site visits; ensure procedural correctness of all recommendations and decisions of the DAB.
2. The Member shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement.
3. The Member shall not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement.
4. The Member shall have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and re-collection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part.
5. The Member shall not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor, any member/partner of the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members. Notwithstanding this restriction, the Member shall not be restricted to be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer on

- another contract or matter, but shall disclose to the Employer, the Contractor, and the Other Members, before he/she consult, advises or accepts any instructions from either the Employer, the Contractor, any member/partner of the Contractor, or the Engineer and confirming that such advice, consultation or other instruction taken from such person shall not affect the Member's ability to be unbiased in relation to his/her duties under the Dispute Adjudication Agreement.
6. The Member shall comply with the annexed procedural rules and Sub-Clause 20.4 of the conditions of Contract.
  7. The Member shall not give advice to the Employer, the Contractor, the Employer's personnel or the Contractor's personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules.
  8. The Member shall not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under this Dispute Adjudication Agreement.
  9. The Member shall ensure his/her availability for all site visits and hearings as are necessary.
  10. The Member shall become conversant with the Contract and with the progress of the Works (and of any parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file.
  11. The Member shall treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members.
  12. The Member shall be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

#### **F1.6 GENERAL OBLIGATIONS OF THE EMPLOYER AND THE CONTRACTOR**

1. The Employer, the Contractor, the Employer's personnel and the Contractor's personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's personnel and the Contractor's personnel respectively.
2. The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:
  - a) be appointed as an arbitrator in any arbitration under the Contract;
  - b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract;
  - c) be called as a witness or act on behalf of the Employer or Contractor, concerning any dispute that became the subject of litigation under the Contract; or
  - d) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Members functions, unless the act or omission is shown to have been in bad faith.
3. The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.

## **F1.7 PAYMENT**

1. The Member shall be paid a retainer fee of R... (excluding VAT) per calendar month, which shall be considered as payment in full for:
  - a) being available on 28 days' notice for all site visits and hearings;
  - b) becoming and remaining conversant with all project developments and maintaining relevant files;
  - c) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his/her duties; and
  - d) all services performed hereunder except those referred to in sub-paragraphs 4 and 5 of this Clause.
2. The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.
3. With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.
4. The Member shall be paid a daily fee of R... (excluding VAT), (reduced to an hourly fee of one eighth the daily fee, for part of a day), which shall be considered as payment in full for:
  - a) each day or part of a day up to a maximum of one day's travel time in each direction for the journey between the Member's home and the site or another location of a meeting with the Other Members, as agreed by the Parties.
  - b) each working day on site visits, hearings or preparing decisions; and
  - c) each day spent reading submissions in preparation for a hearing.
5. The Member shall be paid all reasonable expenses incurred in connection with the Member's duties, including the cost of the following:
  - a) Travel expenses: –
    - Own car - motor vehicle travel expenses will be recovered at the relevant South African Automobile Association rates,
    - Car hire – group B or similar,
    - Flights – economy class.
  - b) Accommodation – any type of accommodation up to R 1,300.00 per day all inclusive,
  - c) Subsistence costs.
6. The Member shall be paid all Value Added Taxes as per the law.
7. The retainer fee and daily fee shall remain fixed for the 1st 24 calendar months and shall thereafter be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin P0141 of Statistics South Africa under table B) at each anniversary of the Effective Date. The base month shall be the 12th month following the Effective Date.
8. The Member shall be paid in South African Rands.
9. The member shall submit invoices for payment of the monthly retainer and may include an estimate of the next month's airfares which will be incurred (and which will be reconciled and adjusted in the subsequent invoice). Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by

a DAB fee claim containing records of previous fee claims and a breakdown of activities performed during the relevant period and shall be addressed to the Contractor.

10. Notwithstanding the fact that the appointment is of the Member in his/her personal capacity the Member may invoice and receive payment to a legal entity of which he/she is a member, shareholder or partner.
11. The Contractor shall pay the Member's invoices in full within 30 calendar days after receiving each valid invoice, half of which shall be recovered by the Contractor from the Employer.
12. If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received and/or (ii) resign his/her appointment by giving notice under Clause 8.

#### **F1.8 TERMINATION**

1. At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for under Clause 2.
2. If the member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.
3. If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his/her other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.
4. Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

#### **F1.9 DEFAULT OF THE MEMBER**

1. If the Member fails to comply with any obligation under Clause 5, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.

#### **F1.10 DISPUTES**

1. Any dispute or claim arising out of or in connection with the Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration under the Rules of Arbitration of the Association of Arbitrators of Southern Africa by one Arbitrator appointed by agreement of the Member, the Employer and the Contractor or, failing such agreement, by the Chairman for the time being of the Association of Arbitrators.

#### **F1.11 DOMICILIA AND NOTICES**

1. The Parties choose as their *domicilia citandi et executandi* for all purposes under the Dispute Adjudication Agreement, whether in respect of notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

a) **Employer** (domicilia citandi et executandi):

Address: South African National Roads Agency SOC Limited  
48 Tambotie Avenue, Val de Grace, Pretoria, 0184



Reference: ... CEO

Employer (General Communication)

Address: South African National Roads Agency SOC Limited  
... Region, ..., ..., ...  
Fax Number: ...  
Tel. Number: ...  
Reference : ... Regional Manager, ... Region

b) Contractor:

Address: ...  
...  
Fax Number: ...  
Tel. Number: ...  
Reference: ..., Contract Director

c) Member:

Address: ...  
...  
Fax Number: ...  
Tel. Number: ...  
Reference: ...,

- 2. Any notice or communication required or permitted to be given in terms of the Dispute Adjudication Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax or registered mail.
- 3. Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address in the Republic of South Africa or its telefax number, provided that the change shall become effective *vis-à-vis* that addressee on the 7th business day from the deemed receipt of the notice by the addressee.
- 4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

F1.12 SIGNATORIES

1. Signed for and on behalf of the Employer by:

..... Name	..... Signature of duly authorised representative
..... Date	
In the presence of Witness:	
..... Name	..... Signature

Date

## Name

Signature of duly authorised representative

Date

## Name

Signature

Date \_\_\_\_\_

## Name

Signature

Date

## Name

Signature

Date

**F1.13 ANNEXURE 1****PROCEDURAL RULES**

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to each member of the DAB one copy of all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.
5. If any dispute is referred to the DAB in accordance with Sub-clause 20.4 of the GCC, the DAB shall proceed in accordance with Sub-clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
  - a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
  - b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party whom the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DAB, among other things, to:
  - a) establish the procedure to be applied in deciding a dispute,
  - b) decide upon the DABs' own jurisdiction, and as to the scope of any dispute referred to it,
  - c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
  - d) take the initiative in ascertaining the facts and matters required for a decision,
  - e) make use of its own specialist knowledge, if any,
  - f) decide upon the payment of financing charges in accordance with the Contract,
  - g) decide upon any provisional relief such as interim or conservatory measures, and
  - h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties, unless requested by both the Employer and Contractor. Prior to giving notice to its decision:
  - a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
  - b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members' who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
  - c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
10.
  - i) either the Employer or the Contractor does not agree that they do so, or
  - ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.
11. Thereafter, the DAB shall make and give notice to its decision in accordance with Sub-clause 20.4 of the GCC or as otherwise agreed by the Employer and the Contractor in writing.