



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

## **CONVENTIONAL CONSTRUCTION WORKS SUBCONTRACT PROFORMA**

### **VERSION 3: MAY 2023**

NOTE: Each Subcontract is to align with the Main contract's Conditions of Contract and Specifications (specifically Section D1000).

The below table indicates which Subcontract Proforma document version is aligned with which Main Contract proforma version.

<b>Subcontract version</b>	<b>Aligned with</b>	<b>Main Contract Book 2 and Book 3 version</b>
Version 1: June 2022	→	Versions 2019.1(July 2019), 2020.1(April 2020), 2020.2(May 2020), 2020.3(July 2020) & 2020.4(Sept 2020)
Version 2: August 2022	→	Version 2021.1 (March 2021)
<b>Version 3: May 2023</b>	→	<b>Version 2022.1 (June 2022)</b>
Version 4: (future)	→	Version 2023.1 (??)

### **Summary of changes from version 2 to version 3**

- **General**
  - Majority of changes is to align specification with Section D1000 of main contract.
- **General Notes to Compiler**
  - In note 7, “review” is replaced with “approval”
- **Tender Notice**
  - Amended exclusion of potentially emerging enterprises with CIDB grading lower than required.
- **Tender Data**
  - C.2.1.1 Added CIDB back as eligibility requirement as per eligibility requirements to Section D1000 of main contract, and include for potentially emerging enterprises with CIDB grading lower than require, to be eligible as per RRM subcontract provisions.
  - C.2.1.1 Added CIPC registration as eligibility requirement as per eligibility requirements to Section D1000 of main contract,
  - C.3.11 Removed eligibility wording for CIDB from the functionality wording, as CIDB is again an eligibility requirement as per eligibility requirements to Section D1000 of main contract,
  - C.3.11 Under Compliance remove exclusion of CIDB 1&2 from COID compliance (As per D1000 CIDB 1&2 is excluded. However Book 2 under clause 4.4 Subcontractors, it requires ALL subcontractors to be COIDA compliant. Also in D1000 under definition of Targeted Enterprise it indicate COIDA compliance to be defined as a TE. Therefore the exclusion of 1&2 to comply has been removed - as they have opportunity to become compliant as per compliance requirements).
- **Returnable schedules**
  - Added Form A3.4 for Registration with CIPC as this is a new eligibility requirement to Section D1000 of main contract.
  - Form A9: Removed note 5 on exclusion of CIDB as per Tender Data C.3.11 change.
  - Form B3: Added clarification for “Experience” not required where CIDB registration is required, as per Functionality calculation in Tender data.
- **Conditions of Subcontract**
  - Flow Chart – Amended the Typical sequence of Payment Events envisaged to align with amended payment conditions of clause 4.4 of the main contract (ie. no distinction between TE and other subcontractor payments and payment to Subcontractors within 7 days after Engineer has issued Main Contractor’s certificate).
  - Clause 1.1.42: Aligned definition of Targeted Enterprise with amendments of definition to Section D1000 of main contract.
  - Clause 1.1.43: Aligned definition of Targeted Labour with amendments of definition to Section D1000 of main contract.
  - Clause 1.5: Added reference to Employer’s typical drawings within priority list.
  - Clause 6.5: Reworded to clarify.
  - Clause 14.6: Amended the subcontract payment conditions to align with amended clause 4.4 of the main contract and added reference to payment being conditional of performance security submission (if applicable).
- **Scope of works**
  - C3.1.6.2: Added environmental requirements as per Section C1000 of the main contract and added note to compiler related to EMPr.
  - C3.3.1: Under pay item C1.3.1, removed the wording related to limitation of total tendered as it is a tender issue and covered in returnable Form C1.

### **Summary of changes from version 1 to version 2**

- **General**
  - All reference to COLTO Standard specification is replaced by the COTO Standard specification (October 2020 edition)
  - Majority of changes is to align specification with Section D1000 of main contract.
- **Tender Notice**
  - Added reference to CSD eligibility requirement (as per D1000)
  - For CIDB, replaced reference of C.2.1.1 to C.3.11 due to CIDB being removed from eligibility requirements (as per D1000).
- **Tender Data**
  - C.2.1.1 CIDB removed as eligibility requirement to Section D1000 of main contract, and due to COID and tax being compliance requirements – removed it from EME, QSE and ownership requirements (as per D1000).
  - C.3.11 Added CIDB requirements (previously under eligibility) into 1. Functionality evaluation. Added Compliance requirements from D1000 as a new 4. Renumber old 4. Negotiating acceptable tender sum, and removed information related to old Main contract proforma. Added % limitations on negotiation (as per D1000 of main contract).

- C.3.13 Removed tax compliance and COID as it was added to C.3.11.
- *Returnable schedules*
  - *Form A6: Added note to tenderer on 7 calendar compliance period for tax as per Section D1000*
  - *Form A9: In notes to tenderer, replaced 5 calendar days with 7 calendar days for compliance with COID, and added exclusion for compliance for CIDB 1, (as per Section D1000, CIDB 1&2 is excluded but ito legislation only CIDB 1 can be excluded).*
  - *Form C1: Amended notes to tenderer by amending payitem numbers as per COTO numbers and to be more clear on intention of form.*
- *Conditions of Subcontract*
  - *Flow Chart – Replaced the Typical sequence of Payment Events envisaged to align with amended payment conditions.*
  - *Clause 1.1.41 – aligned definition of Target Area with Section D1000*
  - *Clause 1.1.42 – aligned definition of Targeted Enterprise with Section D1000*
  - *Clause 1.1.43 – aligned definition of Targeted Labour with Section D1000*
  - *Clause 1.1.45 – aligned definition of day with Main contract definition change*
  - *Clause 8.6 – Amended payitem reference to align with COTO number*
- *Contract Data*
  - *13.5 – Added electrical work materials index to align with main contract data.*
- *Pricing Instructions*
  - *C2.1.3 – Removed Lump sum, prov sum and prime cost as it is defined in COTO as per main contract*
- *Scope of works*
  - *C3.1.12 – Aligned specification for support to Targeted Enterprises with D1000 wording*
  - *C3.1.13 – Aligned specification for training with D1000 wording*
  - *C3.2 – Amended reference to COTO*
  - *C3.3 – Corrected section references and item numbering to align with COTO.*

## GENERAL NOTES TO COMPILER:

1. Before proceeding, accept all changes in the proforma document, then select "Track Changes" to clearly indicate all of the Compiler's changes in the draft document (i.e. highlighted for inclusions and crossed out for deletions).
2. All notes to Compiler are to be addressed and then removed from the draft and final documents. However, do not amend the document footer indicating the proforma document version used.
3. Confirm with the Engineer the number of copies of the draft documentation to be submitted to the Engineer.
4. Where possible, the draft documentation should be printed double-sided to reduce the volume of the documentation.
5. On submission of the draft documentation to the Engineer, the Contractor shall also submit on its letterhead a duly signed and dated version of the disclaimer below. This disclaimer is given as an example of an acceptable format of the disclaimer, but submission of this page with the example completed shall not be accepted. The disclaimer shall not form part of the final tender documents.
6. Following the discussion or review of the draft documents by the Engineer, the Contractor is to accept all the tracked changes and incorporate the comments from the Engineer again through track changes for record purposes. These changes are then to be accepted into a final tender document. A CD containing the final tender document as well as all versions with all the changes indicated as tracked changes is to be submitted to the Engineer. Any major Deviations from this Pro-Forma document is to be done in consultation with Sanral Project Manager.
7. Although the document is submitted for approval to the Engineer, the Contractor is still ultimately responsible for the correctness and applicability of the information supplied in the document.
8. These pages containing Notes to the Compiler do not form part of the tender document and must be deleted before submission of the draft documentation.
9. The Subcontract number and description is linked to the title page and page T1-3. **Insert a unique subcontract package number after SUBCONTRACT NO., Insert a unique subcontract package description after FOR, Insert the main SANRAL contract number after UNDER CONTRACT SANRAL, and Insert main SANRAL contract description title after FOR THE,** on the Title page and on Page T1-3. The links in the document to be updated (on opening the document a request if the links is to be updated is to be accepted to update all the links in the document). Additional links can be added for other information repeated multiple times in the document to assist with future document preparation.
10. In the document different options are provided for tender document collection, tender training, tender briefing and tender submission. Provision is either made for the above processes by remote electronic means or by physical means. Electronic document collection and tender submission is preferred, whereas Physical tender training and tender briefing is preferred. The selection of the appropriate option will depend on the access and availability of electronic means.
11. This Pro-Forma is a generic document intended for use for all subcontract tenders. However, special attention to wording and requirements to be made where to be utilised for tenders aimed at CIDB 1 & 2 contractors. The document can also be utilised as basis for Supplier tenders but to be amended in line with CIDB Conditions for supply of goods and services contracts and adaptation of the Specification.

**EXAMPLE OF A DISCLAIMER TO ACCOMPANY A TENDER DOCUMENT FOR WHICH THE PROJECT SPECIFICATIONS HAVE BEEN SUBMITTED BY A CONTRACTOR**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

I, the Construction Manager, .....  
acting on behalf of **AB CONTRACTOR (Compiler to insert name of the Contractor)** .....  
declare that it has no material interest in any of the project specifications submitted and that the project specifications do not in any way whatsoever support a single product or system. All the project specifications are submitted based on SANRAL's latest requirements as well as on current industry and international best practice, the information for which are at the Engineer's disposal.

Signed for on behalf of

.....  
**(Insert the full name of the Contractor)**

Contractor's Details:

Signature: .....

Print Name: .....

Date: .....



**SANRAL**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg No 1998/09584/30

**BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS**

# THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**SUBCONTRACT DOCUMENT**

**BASE DATE:**

*(Note to compiler: Insert Base date*

*Base date is 28 days prior to submission of Subcontract Offer*

**TENDER DOCUMENT**

**VOLUME 3**

*(Note to compiler: Insert Contractors details and address)*

**AB CONTRACTORS**

**Street address**

**Suburb**

**Town**

**Code**

**NAME OF TENDERER: .....**

Set sequential number



**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE  
SUBCONTRACT DOCUMENT**

*(Note to Compiler: Enter relevant Contractor's details. In the case of a Joint Venture, enter the details of both Firm A and Firm B)*

THIS DOCUMENT COMPILED BY:

**AB CONTRACTORS**

Street address

Suburb

Town

Code

Tel:

Fax:

e-mail:

**Joint Venture**

*(Note to Compiler: Delete this column if no JV information is to be recorded)*

**ABC CONTRACTORS**

Street address

Suburb

Town

Code

Tel:

Fax:

e-mail:

*(Note to Compiler: Delete this column if no JV information is to be recorded)*

UNDER THE DIRECTION OF:

*(Note to Compiler: complete the relevant regional details)*

The Regional Manager

**(Northern/ Southern/ Eastern/ Western Region)**

The South African National Roads Agency SOC Ltd

Street address

Suburb

Town

Code

## LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

VOLUME 1: The Conditions of Subcontract for Construction for Building and Engineering Works Designed by the Employer First Edition (2011), published by the International Federation of Consulting Engineers (FIDIC).

VOLUME 2: The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials which the tenderer shall obtain himself. (See Note to Tenderer 2 below).

*Note to Compiler: For projects that include other disciplines such as electrical, lighting or building, reference to the applicable standard specifications applicable to each discipline is to be added as Volume 2B, Volume 2C etc. for example for electrical and lighting work the following to be added:*

- SANS 1200: Standardised Specifications for Civil Engineering Construction (1990, including later editions and amendments).
- SANS 10098-1:2007 or as per latest amendments for South African National Roads Standard public lighting.
- SANS 60598-1:2014 Edition 6 IEC 60598-1:2014 General requirements and tests on lights.
- SANS 10142-1 and SANS 10142-2 Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 MVA installed capacity.

VOLUME 3: Project Document.

VOLUME 4: Contract Drawings. (*Note to Compiler: Delete if there are no drawings applicable*)

**Notes to Tenderer:**

1. **Volume 1: The Conditions of Subcontract for Construction for Building and Engineering Works Designed by the Employer First Edition (2011), published by the International Federation of Consulting Engineers, is obtainable from CESA  
P. O. Box 68482, Bryanston, 2021.  
Tel: (011) 463 2022 Fax: (011) 463 7383 Email: [general@cesa.co.za](mailto:general@cesa.co.za)**

2. **Volume 2: The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials, is obtainable from SANRAL and can be downloaded free of charge from the SANRAL's website [www.nra.co.za](http://www.nra.co.za).**

3. **Volume 3 is this document issued at tender stage.**

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>

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:**

*(Note to Compiler: Option 1: Where remote electronic means are available)*

Submitted electronically by e-mail or uploaded to share drive, in the following order:

- a) Form of Offer (signed and scanned as pdf)
- b) All returnable schedules and attachments (signed and scanned as pdf)
- c) Completed Pricing Schedule (scanned copy in pdf and copy in excel)

*(Note to Compiler: Option 2: Where remote electronic means are not feasible)*

Submitted electronically on a CD or USB device, in the following order:

- a) Form of Offer (signed and scanned as pdf)
- b) All returnable schedules and attachments (signed and scanned as pdf)
- c) Completed Pricing Schedule (scanned copy in pdf and copy in excel)

*(Note to Compiler: Option 3: Where options 1 and 2 is not feasible)*

Submitted in hardcopy in a neatly bound file and in the following order:

- a) Form of Offer (paper copy)
- b) All returnable schedules and attachments (paper copy)
- c) Completed Pricing Schedule (paper copy)
- d) Completed Pricing Schedule (electronically completed on CD in excel) *(Note to Compiler: Decide on only paper copy or paper and electronic copy based on the size of the pricing schedule)*

*(Note to Compiler: Confirm that the above is similarly reflected in the tender data and pricing instructions)*

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 contract document if the information has a bearing on the tender price and/or project specifications.

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# **PART T1: TENDERING PROCEDURES**

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**PART T1 TENDERING PROCEDURES**

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**AB CONTRACTOR (Compiler to insert name of the Contractor)**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

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

**Notes to Compiler:**

1. *All notes to the Compiler are to be addressed and then removed from the draft and final documents and the chapter heading moved to a position at one third from the top of the page.*
2. *The Engineer and relevant Regional SANRAL Project Engineer must be consulted prior to the placement of the tender advertisement. The tender notice shall be sent to the Engineer and relevant Regional SANRAL Project Engineer 3 weeks before the intended placement of the tender advertisement for checking. Advertisements shall be placed in local newspapers, on community notice boards, on SANRAL's electronic supply development desk portal (<https://sanralesdd.co.za>), and any other place or medium as agreed with the PLC.*

AB CONTRACTOR *(Compiler to insert name of the Contractor)*

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

**AB CONTRACTORS** invites tenders from experienced EME/QSE subcontractors / suppliers for Contract SANRAL..... *(Note to Compiler: insert main contract number)* FOR THE ..... *(Note to compiler: insert main contract description)* endorsed by The South African National Roads Agency SOC Limited (SANRAL). This project is in the province of *(Compiler to insert province)* and in the *(Compiler to insert local municipality or District Municipality based on the target area for the package)*

Subcontractors are required for the following subcontracts:

.....:	for .....

*(Note to Compiler: Add the subcontract no. and package description for the subcontract being advertised. For multiple work packages being advertised concurrently add the information for each package)*

The approximate duration is ..... months. *(Compiler to insert same duration as Contract Data C1.1.31)*

Only tenderers who are registered on the National Treasury Central Supplier Database at the closing date for tender submissions and who comply with the definition of a Targeted Enterprise under clause C.2.1.1 and are at least 51% Black owned and who is an EME or QSE or cooperative, are eligible to tender. *Note to Compiler: Add the following sentence if the tender is intended only for specific target groups ie women owned, youth owned, military veteran owned, or disabled owned and select the relevant target group: In addition, only tenders who are at least 51% owned by Youth / Women / Military veteran / Disabled persons, are eligible to tender.*

Only tenderers that meet all the eligibility criteria under clause C.2.1.1 of the Tender Data will be considered.

Only tenderers who meet the minimum functionality score as stated in clause C.3.11 will be evaluated further on price and preference

It is estimated that tenderers should have a CIDB contractor grading designation of .....CE *(Notes to Compiler: State applicable CIDB grading and class dependent on type of work – similarly in Tender Data where applicable)* or higher, however tenderers attention is drawn to clause C.3.11 of the Tender Data when submitting their tender.

*(Notes to Compiler:*

1. *Delete the above sentence and replace with the table and sentence below when advertising multiple work packages simultaneously*
2. *If the estimated construction value is within 20% of one of the limits set by CIDB, the advertisement must indicate the lower category. For example, if your estimated value is 20% within the bottom range of a category then rather specify one category lower.*
3. *In terms of CIDB Regulation 25(1B), the CIDB grading designation to be inserted is to be based on the estimated annual value of the contract. Therefore, if the nature of work for the package is repetitive over a long duration then 25(1B) to apply, else the grading designation is to be based on the estimated contract value.*
4. *For tenders for supplier subcontracts, or work which do not have an appropriate CIDB grading designation, all reference to CIDB requirements is to be deleted and sentences accordingly amended.*

It is estimated that tenderers should have a CIDB contractor grading designation as indicated in the table below:

Works Package	CIDB requirement
(Note to Compiler: Insert relevant package numbers and CIDB gradings, e.g.: N.001-090-2014/1_SC1	1 CE
N.001-090-2014/1_SC2	2 CE
N.001-090-2014/1_SC3:	3 CE

The tenderers attention is drawn to clause C.3.11 of the Tender Data for each work package when submitting their tender.

Tenders from tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, will be accepted. (Note to Compiler: Delete reference to 25(1B) above if the nature of the work for the package is not repetitive over a long duration)

Only locally produced or locally manufactured products and components for construction will be considered.

Preferences are offered to tenderers who comply with the criteria stated in the Tender Data.

## SUBCONTRACT TENDER DOCUMENTS

Tender documents are available :

- At no cost in electronic format via share drive / via website / via e-mail (Compiler to select appropriate where remote electronic means are available) . Prospective tenderers may send a request for a link to the document to the following address ..... (Compiler to insert e-mail address for requests) Tenderers must have access to Microsoft Office © 2013 and Acrobat Adobe © 9.0, or similar compatible software, or
- At no cost for collection in electronic format on CD / USB device (Compiler to select appropriate). Tenderers must have access to Microsoft Office © 2013 and Acrobat Adobe © 9.0, or similar compatible software. The physical address for collection of tender documents is the ....., (compiler to state the street address of the relevant office) where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from ..... (Compiler to state date). Prospective tenderers who can not access the information on the CD / USB device must pre-book for access to a computer workstation on site on a specific day and time. A request for access to a computer workstation is to be sent to the following address ..... (Compiler to insert e-mail address and/or telephone number for requests), or
- At no cost for collection in Hardcopy. The physical address for collection of tender documents is the ....., (Compiler to state the street address of the relevant office) where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from ..... (Compiler to state date)

## TENDERERS' BRIEFING AND TRAINING

(Note to Compiler: Option 1: preferred)

A compulsory tender clarification briefing and training session(s) with representatives of the Contractor and Engineer will take place at ..... (Compiler to state the street address). Prospective tenderers must pre-book for the clarification briefing and training session, due to venue size limitations. A request for a clarification briefing and training session date and time is to be sent to the following address ..... (Compiler to insert e-mail address and/or telephone number for requests). Tenders from tenderers who arrived late at the clarification briefing session **will not be allowed, and their submissions shall be declared non-responsive.**

A tenderer's representative cannot represent more than one tenderer at the clarification briefing session.

(Note to Compiler: Option 2: where Option 1 is not feasible and remote electronic means are available)

A tender clarification briefing presentation / pre-recorded video and training presentation are available to be downloaded via share drive / via website / via e-mail (Compiler to select appropriate). Prospective tenderers may send a request for a link to the clarification briefing and training documents to the following address ..... (Compiler to insert e-mail address for requests)

*(Note to Compiler: Option 3: where Option 1 and 2 is not feasible but electronic means are available)*

A tender clarification briefing presentation / pre-recorded video and training presentation / pre-recorded video are available to be collected on a CD / USB device. The physical address for collection of the clarification briefing and training documents is ....., *(Compiler to state the street address of the relevant office)* where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from ..... *(Compiler to state date)*. Prospective tenderers who cannot access the information on the CD / USB device must pre-book for access to a computer workstation on site on a specific day and time. A request for access to a computer workstation is to be sent to the following address ..... *(Compiler to insert e-mail address and/or telephone number for requests)*

**COMPLETION AND DELIVERY OF TENDERS**

The closing time for receipt of tenders is 11:00 on ..... *(Compiler to insert date)*

*(Note to Compiler: Option 1: preferred where remote electronic means are available)*

Only tender offers submitted electronically by e-mail / uploaded to share drive *(Compiler to select appropriate)* as specified in the Tender Data will be accepted. Tenders may only be submitted in the format as stated in the Tender Data.

*(Note to Compiler: Option 2 and 3 : where option 1 is not feasible)*

Only tender offers submitted in Hardcopy / electronic format on CD or USB device *(Compiler to select appropriate)* and delivered to the address specified in the Tender Data will be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. Tenders may only be submitted in the format as stated in the Tender Data.

Queries relating to issues arising from the tenderer’s clarification briefing presentation / video or these documents may be addressed to the following: *(Compiler to insert relevant contractor information)*

<b>Enquiries</b>	
Contact Person:	<i>(insert the contractor contact info)</i>
Fax No:	
E-mail:	

T1.7

**AB CONTRACTOR** *(Compiler to insert name of the Contractor)*

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**T1.2 TENDER DATA**

## 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.

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.

Where in the Standard Conditions of Tender reference is made to “bills of quantities” or “schedules of prices” it shall also mean “schedule of quantities” or “pricing schedule”.

**Where in the Standard Conditions of Tender reference is made to “the Employer”, it shall mean “the Contractor” as defined in C.1.1.**

Each item of data given below is cross-referenced to the clause marked “C” in the abovementioned Standard Conditions of Tender.

Clause Number	Data
C.1.1	<p>The Contractor is <i>(Note to Compiler: Insert name of Contracting Firm)</i></p> <p>The Contractor’s <i>domicilium citandi et executandi</i> (permanent physical business address) is:</p> <p><i>Insert Physical business address</i></p> <p>The Contractor’s address for communication relating to this contract is:</p> <p><i>Insert relevant address</i></p> <p><b>Where in the Standard Conditions of Tender reference is made to “the Employer”, it shall mean “the Contractor” as defined above.</b></p> <p><b>Main Contract Details:</b></p> <p>Contract Number: <i>(Note to Compiler: Insert number of contract)</i></p> <p>Employer: The South African National Roads Agency SOC Limited</p> <p>Engineer: <i>(Note to Compiler: Insert Name of Consulting Engineering Firm)</i></p> <p>The Contractor: <i>(Note to Compiler: Insert Name of Contracting Firm)</i></p> <p>The Conditions of Contract for the Main contract is:  “Conditions of Contract for Building and Engineering Works designed by the Employer” (1999) published by the International Federation of Consulting Engineers (FIDIC) (Red book).</p>

Clause Number	Data
C.1.2	<p>The tender documents issued by the Contractor comprise:</p> <p><b>Part T1: Tendering Procedures</b></p> <ul style="list-style-type: none"> <li>• T1.1 Tender Notice and Invitation to tender</li> <li>• T1.2 Tender data</li> </ul> <p><b>Part T2: Returnable documents</b></p> <ul style="list-style-type: none"> <li>• T2.1 List of returnable documents</li> <li>• T2.2 Returnable schedules</li> </ul> <p><b>Part C1: Agreements and contract data</b></p> <ul style="list-style-type: none"> <li>• C1.1 Form of Offer and Acceptance</li> <li>• C1.2 Contract data</li> </ul> <p><b>Part C2: Pricing data</b></p> <ul style="list-style-type: none"> <li>• C2.1 Pricing instructions (assumptions)</li> <li>• C2.2 Pricing Schedules/Bill of quantities</li> </ul> <p><b>Part C3: Scope of work</b></p> <p><b>Part C4: Site information</b></p> <p><b>Part C5: Annexure</b></p>
C.1.4	<p>Communication shall be from the Contractor. The language for communications is English.</p> <p>The Contractor's contact details are:  <i>(Note to Compiler: Insert Name of the contracting firm)</i>  <b>Address:</b>  <b>Telephone number:</b>  <b>E-mail):</b></p>
C.1.5	The requirement for prior approval of the relevant treasury shall not apply.
C.1.6.2	Clause C.1.6.2 is not applicable.
C.1.6.3	Clause C.1.6.3 is not applicable.
C.2.1.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders.</p> <p>a) National Treasury Central Supplier Database</p> <p>Tenderers, or in the event of a joint venture, each member of the joint venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered at tender closing; the tender will be declared non-responsive</p> <p>b) Criteria for preferential procurement</p> <p>Only tenderers who comply with the following requirements:</p> <ol style="list-style-type: none"> <li>a. an EME or QSE which is at least 51% owned by black people; or</li> <li>b. an EME or QSE which is at least 51% owned by black people who are youth; or</li> <li>c. an EME or QSE which is at least 51% owned by black people who are women; or</li> <li>d. an EME or QSE which is at least 51% owned by black people with disabilities; or</li> <li>e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or</li> <li>f. a cooperative which is at least 51% owned by black people; or</li> <li>g. an EME or QSE which is at least 51% owned by black people who are military veterans; or</li> <li>h. more than one of the categories referred to in paragraphs a to g.</li> </ol> <p><i>Note to Compiler: In the event that the tender is intended only for a specific target group in terms of the CPG plan ie women owned, youth owned, military veteran owned, or disabled owned then the above list is to be amended accordingly. The selection of a specific targeted group must be supported by a market analysis.</i></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>

Clause Number	Data												
	<p>The tender will be declared non-responsive:</p> <ul style="list-style-type: none"> <li>a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or</li> <li>b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; or</li> <li>c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or</li> <li>d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or</li> <li>e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or</li> <li>f) If the tenderer submits the Scorecard assessment report only; or</li> <li>g) 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>h) 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>i) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by SANRAL; or</li> <li>j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or</li> <li>k) for a Sworn Affidavit; if <ul style="list-style-type: none"> <li>i. EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate. or</li> <li>ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate</li> </ul> </li> </ul> <p>c) <b>CIDB registration (Form A12)</b> <i>(Note to Compiler: Delete this clause for supplier subcontract tenders or work without CIDB category, where CIDB registration is not required)</i></p> <p>Only those tenderers who are registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) <i>(Note to Compiler: Delete reference to 25(1B) if the nature of the work for the package is not repetitive over a long duration)</i> or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible to have their tenders evaluated. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 21 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) <i>(Note to Compiler: Delete reference to 25(1B) if the nature of the work for the package is not repetitive over a long duration)</i> or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.</p> <table border="1" data-bbox="427 1883 1481 2096"> <thead> <tr> <th data-bbox="427 1883 695 1973">Category of tender</th> <th data-bbox="695 1883 1129 1973">Upper limits per CIDB Regulation 17 (effective 7 October 2019)</th> <th data-bbox="1129 1883 1481 1973">Contractor's allowable margins (Incl. VAT)</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1973 695 2007">CE 1</td> <td data-bbox="695 1973 1129 2007">R500 000</td> <td data-bbox="1129 1973 1481 2096" rowspan="4">The Contractor will use its discretion in terms of CIDB Practice Note 3 on</td> </tr> <tr> <td data-bbox="427 2007 695 2040">CE 2</td> <td data-bbox="695 2007 1129 2040">R1 000 000</td> </tr> <tr> <td data-bbox="427 2040 695 2074">CE 3</td> <td data-bbox="695 2040 1129 2074">R3 000 000</td> </tr> <tr> <td data-bbox="427 2074 695 2096">CE 4</td> <td data-bbox="695 2074 1129 2096">R6 000 000</td> </tr> </tbody> </table>	Category of tender	Upper limits per CIDB Regulation 17 (effective 7 October 2019)	Contractor's allowable margins (Incl. VAT)	CE 1	R500 000	The Contractor will use its discretion in terms of CIDB Practice Note 3 on	CE 2	R1 000 000	CE 3	R3 000 000	CE 4	R6 000 000
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Clause Number	Data									
	<table border="1" data-bbox="427 203 1476 331"> <tr> <td data-bbox="427 203 694 232">CE 5</td> <td data-bbox="694 203 1129 232">R10 000 000</td> <td data-bbox="1129 203 1476 264" rowspan="4">allowable margins to be accepted</td> </tr> <tr> <td data-bbox="427 232 694 262">CE 6</td> <td data-bbox="694 232 1129 262">R20 000 000</td> </tr> <tr> <td data-bbox="427 262 694 291">CE 7</td> <td data-bbox="694 262 1129 291">R60 000 000</td> </tr> <tr> <td data-bbox="427 291 694 331">CE 8</td> <td data-bbox="694 291 1129 331">R200 000 000</td> </tr> </table> <p data-bbox="427 360 1484 517">This contract is classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), be taken at its annual value. <i>(Note to Compiler: Delete this sentence if reference to 25(1B) was removed in the clauses above and the nature of the work for the package is not repetitive over a long duration)</i></p> <p data-bbox="427 517 1484 546">Joint Ventures are eligible to submit tenders provided that:</p> <ul data-bbox="427 546 1484 824" style="list-style-type: none"> <li>- every member of the joint venture is registered with the CIDB;</li> <li>- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and</li> <li>- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ul> <p data-bbox="427 853 683 882">d) CIPC registration</p> <p data-bbox="427 911 1484 1003">Tenderers, or in the event of a joint venture, each member of the joint venture, shall be registered with the CIPC at the closing date for tender submissions. If not registered at tender closing; the tender will be declared non-responsive</p> <p data-bbox="427 1032 1300 1061">Failure to satisfy all the eligibility criteria will result in a non-eligible tender.</p>	CE 5	R10 000 000	allowable margins to be accepted	CE 6	R20 000 000	CE 7	R60 000 000	CE 8	R200 000 000
CE 5	R10 000 000	allowable margins to be accepted								
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C.2.2.2	Tender documents are available at no cost.									
C.2.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of condition of tender C.3.8.									
C.2.7	<p data-bbox="427 1256 1484 1348">The arrangements for a clarification briefing and tender training session are: <i>(Note to Compiler: Select appropriate option and insert relevant data and ensure that it is the same as it appears in the Tender Notice)</i></p> <p data-bbox="427 1377 922 1406"><i>(Note to Compiler: Option 1: preferred)</i></p> <p data-bbox="427 1413 1484 1585">A compulsory tender clarification briefing and training session(s) with representatives of the Contractor and Engineer will take place at ..... <i>(Compiler to state the street address)</i> Prospective tenderers must pre-book for the clarification briefing and training session, due to venue size limitations. A request for a clarification briefing and training session date and time is to be sent to the following address ..... <i>(Compiler to insert e-mail address and/or telephone number for requests)</i></p> <p data-bbox="427 1592 1484 1711">The clarification briefing session shall start strictly at the time indicated. Only then will the Contractor's Representative circulate the attendance register for completion by those present. During this time, prospective tenderers may enter and complete the register. On completion by all present the Contractor's Representative will:</p> <ul data-bbox="427 1711 1484 1803" style="list-style-type: none"> <li>(a) read out from the collected lists calling for confirmation that all have signed;</li> <li>(b) close the door and not allow late arrivals to participate in the briefing session and their submissions shall be declared non-responsive.</li> </ul> <p data-bbox="427 1809 1484 1901">The signatures on the attendance register and duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole briefing session and was available to hear all directives and clarifications given at the briefing session.</p> <p data-bbox="427 1908 1484 1991">Tenderers shall sign the attendance list in the name of the tendering entity or in the name of a member of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.</p> <p data-bbox="427 1998 1484 2040">Tenders from tenderers who arrived late at the clarification briefing session <b>will not be allowed, and their submissions shall be declared non-responsive.</b></p>									

Clause Number	Data
	<p>The onus rests with the tenderer to ensure that the person attending the clarification briefing on its behalf is appropriately qualified to understand all directives and clarifications given at the briefing. A tenderer's representative cannot represent more than one tenderer at the clarification briefing.</p> <p><i>(Note to Compiler: Option 2: where Option 1 is not feasible and remote electronic means are available)</i> A tender clarification briefing presentation / pre-recorded video and training presentation / pre-recorded video are available to be downloaded via share drive / via website / via e-mail <i>(Compiler to select appropriate)</i>. Prospective tenderers must send a request for a link to the clarification briefing and training documents to the following address ..... <i>(Compiler to insert e-mail address for requests)</i></p> <p>The onus rests with the tenderer to ensure that the representative reading / viewing the clarification briefing presentation / video is appropriately qualified to understand all directives and clarifications given in the presentation / video. The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation / video and clearly understood all directives and clarifications given in the presentation / video.</p> <p><i>(Note to Compiler: Option 3: where Option 1 and 2 is not feasible but electronic means are available)</i> A tender clarification briefing presentation / pre-recorded video and training presentation / pre-recorded video are available to be collected on a CD / USB device. The physical address for collection of the clarification briefing and training documents is the ....., <i>(Compiler to state the street address of the relevant office)</i> where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from ..... <i>(Compiler to state date)</i> Prospective tenderers who can not access the information on the CD / USB device must pre-book for access to a computer workstation on site on a specific day and time. A request for access to a computer workstation is to be sent to the following address ..... <i>(Compiler to insert e-mail address and/or telephone number for requests)</i></p> <p>The onus rests with the tenderer to ensure that the representative reading / viewing the clarification briefing presentation / video is appropriately qualified to understand all directives and clarifications given in the presentation / video. The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation / video and clearly understood all directives and clarifications given in the presentation / video.</p>
C.2.8	Request clarifications at least 7 working days before the closing time.
C.2.9	Limited insurance will be provided by the Contractor.
C.2.12	Alternative tender offers will not be considered.
C.2.13.2	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form D1) in the format as indicated in clause C.2.13.3.
C.2.13.3	<p>Only the following needs to be submitted.</p> <p><i>(Note to Compiler: Option 1: preferred)</i> The following information to be submitted electronically by e-mail / uploaded to share drive <i>(Compiler to select appropriate)</i>, in the following order:</p> <ol style="list-style-type: none"> <li>a) Form of Offer (signed and scanned as pdf)</li> <li>b) All returnable schedules and attachments (signed and scanned as pdf)</li> <li>c) Completed Pricing Schedule (scanned copy in pdf and copy in excel)</li> </ol> <p>Prospective tenderers must submit the completed tender document in a folder marked "Subcontract number &amp; Tenderer name" to ..... <i>(Compiler to insert e-mail address)</i> / loaded to share drive with the following link ..... <i>(Compiler to insert link)</i> <i>(Compiler to select appropriate method)</i></p> <p><i>(Note to Compiler: Option 2: where remote electronic means are not feasible)</i></p>

Clause Number	Data
	<p>The following information to be submitted in electronic format on CD or USB device, in the following order:</p> <ul style="list-style-type: none"> <li>a) Form of Offer (signed and scanned as pdf)</li> <li>b) All returnable schedules and attachments (signed and scanned as pdf)</li> <li>c) Completed Pricing Schedule (scanned copy in pdf and copy in excel)</li> </ul> <p>Place and seal the CD or USB device containing the completed tender document in an envelope clearly marked "TENDER" and bearing the tenderer's name, physical address and contact number, the tender subcontract number and description, the tenderer's name, the tenderer's physical address and contact telephone numbers.</p> <p>The details to be shown on each tender offer package are:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p><b>TENDER CLOSING TIME:</b> 11:00 on Day, Date <i>(Note to Compiler: State time, day and date)</i></p> <p><b>FOR SUBCONTRACT</b> <i>(Note to Compiler: Insert Contract number and description)</i></p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p><b>CONTRACTOR:</b>  Name of Contractor  Address  Contact Number  <i>(Note to Compiler: Insert relevant office physical address and contact number)</i></p> </div> <div style="border: 1px solid black; padding: 5px;"> <p><b>TENDERER:</b>  Name:  Physical address:  Contact Numbers:</p> </div> <p>Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Contractor's address. <i>(Note to Compiler: Insert location map of relevant submission office)</i></p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Contractors tenders received register.</p> <p><i>(Note to Compiler: Option 3: where options 1 and 2 are not feasible)</i></p> <p>The following information to be submitted in hard copy, in a neatly bound file and in the following order:</p> <ul style="list-style-type: none"> <li>a) Form of Offer (signed printed paper)</li> <li>b) All returnable schedules and attachments (signed printed paper)</li> <li>c) Completed Pricing Schedule (printed paper)</li> <li>d) Completed Pricing Schedule (electronically completed on CD in excel). <i>(Note to Compiler: Decide on only paper copy or paper and electronic copy based on the size of the pricing schedule)</i></li> </ul> <p>Place and seal the completed tender document in an envelope clearly marked "TENDER" and bearing the tenderer's name, physical address and contact number, the tender subcontract number and description, the tenderer's name, the tenderer's physical address and contact telephone numbers.</p> <p>The details to be shown on each tender offer package are:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p><b>TENDER CLOSING TIME:</b> 11:00 on Day, Date <i>(Note to Compiler: State time, day and date)</i></p> <p><b>FOR SUBCONTRACT</b> <i>(Note to Compiler : Insert Contract number and description)</i></p> </div> <div style="border: 1px solid black; padding: 5px;"> <p><b>CONTRACTOR:</b>  Name of Contractor  Address  Contact Number  <i>(Note to Compiler: Insert relevant office physical address and contact number)</i></p> </div>

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	<p><b>TENDERER:</b> Name: Physical address: Contact Numbers:</p> <p>Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Contractor's address. <i>(Note to Compiler: Insert location map of relevant submission office)</i></p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Contractor's tenders received register.</p>
C.2.13.5	Submit the tender offer as indicated in clause C.2.13.3.
C.2.13.7	Submit the tender offer as indicated in clause C.2.13.3.
C.2.14	<p>Provided that the omission is not a material omission, the Contractor 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 Contractor 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 non-material non-conformities in the tender related to documentation requirements.</p> <p>In the event of any discrepancy between the contents of the electronically priced schedule (if applicable), the print-out thereof and the electronically provided pricing schedule (if applicable) in pdf format, the contents of the provided 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 signed print-out shall be taken as the valid submission.</p>
C.2.15	The closing time for submission of tender offers is 11:00 on Day, Date <i>(Note to Compiler: Insert relevant time, day and date)</i>
C.2.16.1	The tender offer validity period is 12 weeks.
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> <ol style="list-style-type: none"> <li>withdraws his tender;</li> <li>gives notice of his inability to execute the contract in terms of his tender; or</li> <li>fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9,</li> </ol> <p>such tenderer may be barred from tendering on any of the Contractor's future subcontract tenders under this main contract for a period to be determined by the Engineer. 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 Contractor 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>
C.2.18.1	Any additional information requested under this clause must be provided within five (5) working days of date of request.
C.3.1.1	The Contractor shall respond to clarifications received up to seven (7) working days before tender closing date.
C.3.2	The Contractor shall issue addenda until five (5) working days before tender closing date.
C.3.4	<p>The time and location for opening of the tender offers shall be:</p> <p>Time: 11:00 on Day, Date <i>(Note to Compiler: Insert relevant time, day and date)</i></p> <p><i>(Note to Compiler: Option 1: preferred)</i></p> <p>Venue: Opening of the tender offer via live streaming. An Invitation with a link shall be sent</p>

Clause Number	Data
	<p>to all tenderers that accessed the tender documentation.</p> <p><i>(Note to Compiler: Option 2: where option 1 is not feasible)</i>  Venue: ..... <i>(Note to Compiler: insert location and address)</i></p>
C.3.5	Clause C.3.5 is not applicable.
C.3.7	<p>Prior to disqualification, the Contractor 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.</p> <p>In the event of disqualification, the Contractor 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 Contractor shall inform SANRAL who in turn will communicate with National Treasury and the CIDB in writing.</p>
C.3.8.2	<p>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.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p>
C.3.9	Amend the heading to read as “ <b>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</b> ”
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.
C.3.9.2	<p>Check responsive tender offers for:</p> <ol style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ol style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ol> </li> <li>d) imbalanced unit rates.</li> </ol>
C.3.9.3	Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.
C.3.9.4	<p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others, including rates between the management and operational sections, while retaining the total of the prices derived after any other corrections</li> </ol>

Clause Number	Data													
	<p>made under (a) and (b) above.</p> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the proposed correction of the; errors, omissions or imbalanced rates, and subject the tenderer to the sanction under C.2.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p> <p>If the Form of Offer is submitted but the Pricing Schedule is omitted, where rate only items are applicable; or 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 and the Pricing schedule is incomplete; or If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer and only summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive.</p>													
C.3.11	<p><b>1. Functionality evaluation</b></p> <p>The minimum percentage of evaluation points for functionality is not less than ...%. <i>(Note to Compiler: Insert relevant functionality score as agreed with the Engineer and SANRAL)</i></p> <p>Score each of the criteria and sub-criteria for functionality (N<sub>F</sub>) in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for functionality using the following formula:</p> $N_F = W_2 \times S_0 / M_S$ <p>where:  M<sub>S</sub> is the maximum possible score (100) for functionality in respect of a submission; and  W<sub>2</sub> is the maximum possible number of tender evaluation points (100) awarded for the functionality as stated in the tender data.  S<sub>0</sub> is the score for functionality allocated to the submission under consideration, calculated as follows;</p> <p>a) Each Tenderer will be evaluated, and points will be allocated according to the criteria in the Table below. <i>(Notes to Compiler:</i></p> <p><i>1) The below criteria are in line with the latest Sanral pro-forma documentation and it might differ from the criteria in the main contract documentation utilized. It is therefore proposed to utilize the latest criteria of the Sanral D1000 pro-forma at time of tender compilation, to be agreed with the Engineer and SANRAL.</i></p> <p><i>2) Where there is no CIDB requirements for the subcontract or for supplier type subcontracts, the CIDB Grading criteria is replaced with Experience criteria as per the alternative tables provided.)</i></p> <p>b) Information submitted in the returnable Form B3 will be used to allocate points for the respective criteria.</p> <p>c) Only Tenderers who score a minimum of <b>75 percentage points or more</b> <i>(insert project specific functionality threshold)</i> for functionality will be evaluated further.</p> <p><i>Note to Compiler: Delete the non-applicable table C.3.11</i></p> <p><b>Table C.3.11: Maximum points for CIDB contracts</b></p> <table border="1" data-bbox="424 1933 1481 2098"> <thead> <tr> <th data-bbox="424 1933 663 2098" rowspan="2">CIDB Grade and Package Value</th> <th colspan="3" data-bbox="663 1933 1270 1984">Maximum Points out of 100</th> <th data-bbox="1270 1933 1481 2098" rowspan="2">Total Points</th> </tr> <tr> <th data-bbox="663 1984 847 2098">Locality Table C.3.11.1</th> <th data-bbox="847 1984 1054 2098">CIDB Grading Table C.3.11.2</th> <th data-bbox="1054 1984 1270 2098">Designated Groups Table C.3.11.3</th> </tr> </thead> <tbody> <tr> <td data-bbox="424 2098 663 2098"></td> <td data-bbox="663 2098 847 2098"></td> <td data-bbox="847 2098 1054 2098"></td> <td data-bbox="1054 2098 1270 2098"></td> <td data-bbox="1270 2098 1481 2098"></td> </tr> </tbody> </table>	CIDB Grade and Package Value	Maximum Points out of 100			Total Points	Locality Table C.3.11.1	CIDB Grading Table C.3.11.2	Designated Groups Table C.3.11.3					
CIDB Grade and Package Value	Maximum Points out of 100			Total Points										
	Locality Table C.3.11.1	CIDB Grading Table C.3.11.2	Designated Groups Table C.3.11.3											

Clause Number	Data				
	1 - R 500 000	60	30	10	100
	2 - R 1 000 000	60	30	10	100
	3 - R 3 000 000	60	35	5	100
	4 - R 6 000 000	60	35	5	100
	5 - R 10 000 000	60	35	5	100
	6 - R 20 000 000	60	35	5	100
	7 - R 60 000 000	60	30	10	100
<b>Table C.3.11: Maximum points for non-CIDB contracts and supplier contracts</b>					
	<b>Maximum Points out of 100</b>				
<b>Package Value</b>	<b>Locality Table C.3.11.1</b>	<b>Experience Table C.3.11.2</b>	<b>Designated Groups Table C.3.11.3</b>	<b>Total Points</b>	
All packages	65	20	15	100	
<b>1.1 Locality</b>					
The points for Locality will be calculated as follows:					
a) The project area(s) for this subcontract is xxx and xxx <i>(insert identified project area endorsed by the PLC)</i>					
b) For the purposes of this evaluation, points scored shall be based on the Targeted Enterprise's registered address with the CIPC.					
c) If the Targeted Enterprise is more than twelve (12) months old and the company address; was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or does not correlate with the company address recorded on the CSD, then 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:					
a. for urban areas:					
i. signed lease agreement confirming occupation in the preceding twelve (12) months; or					
ii. mortgage statement confirming ownership in the preceding twelve (12) months; and					
iii. a current utility bill (not older than three (3) months) confirming that occupation is current; or					
b. for semi-urban and rural areas					
i. an affidavit from the relevant ward councillor or traditional authority, signed and stamped by a registered commissioner of oaths, which confirms that the business is permitted to operate and has been operating from the said address in the preceding twelve (12) months.					
d) If Targeted Enterprise is less than twelve (12) months old and the company address; was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or does not correlate with the company address recorded on the CSD, then 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.					
e) 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.
- f) 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.
  - g) The information provided in the returnable schedules will be used to calculate the points for locality.
  - h) The maximum number of points that can be awarded for locality is **60/65** *(Select appropriate as per applicable Table C.3.11 or amend to be project specific).*
  - i) The points for locality will be allocated as follows:

*Note to Compiler: Delete the non-applicable table C.3.11.1*

**Table C.3.11.1: Locality for CIDB contracts**

CIDB Package Category		1CE	2CE	3CE	4CE	5CE	6CE
Typical Package Value		Up to R 1 mill		R 1 mill to R 6 mill		R 6 mill to R 20 mill	
Locality	Tenderer is based in the Local Municipality(ies).	60	60	60	60	60	60
	Tenderer is based outside the Local Municipality(ies) but in the District Municipality(ies).	45	45	40	40	40	40
	Tenderer is based outside the District Municipality(ies), but in the Province.	0	0	35	35	35	35
	Tenderer is based outside the Province, but in the RSA.	0	0	0	0	30	30

*(Remove the non-applicable CIDB grades and amend the points allocation to be project specific in the table above)*

**Table C.3.11.1: Locality for non-CIDB contracts and supplier contracts**

Typical Package Value		Up to R1M	R1M to R10M	R10M to R20M	R20M to R50M
Locality	Tenderer is based in the Local Municipality(ies).	65	65	65	65
	Tenderer is based outside the Local Municipality(ies) but in the District Municipality(ies).	50	50	50	50
	Tenderer is based outside the District Municipality(ies), but in the Province.	0	35	35	35
	Tenderer is based outside the Province, but in the RSA.	0	0	0	30

*Note to Compiler: Delete the non-applicable 1.2 below dependent if CIDB is applicable or not*

**1.2 Targeted CIDB Grade and class (Form A12)**

The points for CIDB Grading Designation will be calculated as follows:

- a) The targeted CIDB grading and class for this subcontract is **3CE PE** *(insert the subcontract specific grading and class)*
- b) The information provided in the returnable schedules will be used to calculate the points for CIDB grading and class.
- c) The maximum number of points that can be awarded for CIDB grading designation is **35** *(amend to be project specific)*
- d) The points for Targeted CIDB Grading designation will be allocated as follows:

**Table C.3.11.2: Targeted CIDB Grading Designation**

Clause Number	Data							
	<b>CIDB Package Category</b>		<b>1CE</b>	<b>2CE</b>	<b>3CE</b>	<b>4CE</b>	<b>5CE</b>	<b>6CE</b>
	<b>Typical Package Value</b>		<b>Up to R 1 mill</b>		<b>R 1 mill to R 6 mill</b>		<b>R 6 mill to R 20 mill</b>	
<b>CIDB Grading</b>	Tenderer is registered as a CIDB 1		30	30	0	0	0	0
	Tenderer is registered as a CIDB 2		30	30	30	0	0	0
	Tenderer is registered as a CIDB 3		0	0	35	30	0	0
	Tenderer is registered as a CIDB 4		0	0	30	35	30	0
	Tenderer is registered as a CIDB 5		0	0	0	30	35	30
	Tenderer is registered as a CIDB 6		0	0	0	0	30	35
	Tenderer is registered as a CIDB 7 and higher		0	0	0	0	0	30
<i>(Remove the non-applicable CIDB grade columns and amend the points allocation to be project specific)</i>								
<i>Note to Compiler: Delete the non-applicable 1.2 above or below dependent if CIDB is applicable or not</i>								
<b>1.2 Experience for non-CIDB contracts and supplier contracts</b>								
The points for Experience will be calculated as follows:								
a) The information provided in the returnable schedules will be used to calculate the points for Experience.								
b) The maximum number of points that can be awarded for Experience is <b>20</b> <i>(amend to be project specific)</i>								
c) The points for Experience will be allocated as follows:								
<b>Table C.3.11.2: Experience for non-CIDB contract and supplier contracts</b>								
	<b>Package Value</b>	<b>Up to R1M</b>	<b>R1M to R10M</b>	<b>R10M to R20M</b>	<b>R20M to R50M</b>			
<b>Experience</b>	More than 36 months applicable experience	20	20	20	20			
	Less than 36 months applicable experience but more than 24 months applicable experience	20	20	20	15			
	Less than 24 months applicable experience but more than 12 months applicable experience	20	20	15	10			
	Less than 12 months applicable experience	20	15	10	5			
<b>1.3 Designated Group ownership</b>								
The points for Designated Group ownership will be calculated as follows:								
a) The targeted Designated Group ownership for this subcontract is <b>Greater than 51% ownership by Black Youth</b> <i>(insert the Designated Group and ownership.)</i>								
b) The information in the returnable schedules will be used to calculate the points for Designated Group ownership.								

Clause Number	Data																																													
	<p>c) The maximum number of points that can be awarded for Designated Group ownership is <b>10/15</b> (Select appropriate as per applicable Table C.3.11 or amend to be project specific)</p> <p>d) The points for Designated Group ownership will be allocated as follows:</p> <p><b>Table C.3.11.3: Designated Group ownership</b></p> <table border="1" data-bbox="427 387 1481 846"> <thead> <tr> <th colspan="2" data-bbox="427 387 933 443">CIDB Package Category</th> <th data-bbox="933 387 1029 443">1CE</th> <th data-bbox="1029 387 1117 443">2CE</th> <th data-bbox="1117 387 1204 443">3CE</th> <th data-bbox="1204 387 1292 443">4CE</th> <th data-bbox="1292 387 1380 443">5CE</th> <th data-bbox="1380 387 1481 443">6CE</th> </tr> <tr> <th colspan="2" data-bbox="427 443 933 526">Typical Package Value</th> <th colspan="2" data-bbox="933 443 1117 526">Up to R 1 mill</th> <th colspan="2" data-bbox="1117 443 1292 526">R 1 mill to R 6 mill</th> <th colspan="2" data-bbox="1292 443 1481 526">R 6 mill to R 20 mill</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 526 502 846" rowspan="4">Designated Groups</td> <td data-bbox="502 526 933 609">Tenderer is 51%+ owned by black people who are youth.</td> <td data-bbox="933 526 1029 609">5</td> <td data-bbox="1029 526 1117 609">5</td> <td data-bbox="1117 526 1204 609">5</td> <td data-bbox="1204 526 1292 609">5</td> <td data-bbox="1292 526 1380 609">5</td> <td data-bbox="1380 526 1481 609">5</td> </tr> <tr> <td data-bbox="502 609 933 692">Tenderer is 51%+ owned by black people who are women.</td> <td data-bbox="933 609 1029 692">5</td> <td data-bbox="1029 609 1117 692">5</td> <td data-bbox="1117 609 1204 692">5</td> <td data-bbox="1204 609 1292 692">5</td> <td data-bbox="1292 609 1380 692">5</td> <td data-bbox="1380 609 1481 692">5</td> </tr> <tr> <td data-bbox="502 692 933 775">Tenderer is 51%+ owned by black people with disabilities.</td> <td data-bbox="933 692 1029 775">5</td> <td data-bbox="1029 692 1117 775">5</td> <td data-bbox="1117 692 1204 775">5</td> <td data-bbox="1204 692 1292 775">5</td> <td data-bbox="1292 692 1380 775">5</td> <td data-bbox="1380 692 1481 775">5</td> </tr> <tr> <td data-bbox="502 775 933 846">Tenderer is 51%+ owned by black people who are military veterans.</td> <td data-bbox="933 775 1029 846">5</td> <td data-bbox="1029 775 1117 846">5</td> <td data-bbox="1117 775 1204 846">5</td> <td data-bbox="1204 775 1292 846">5</td> <td data-bbox="1292 775 1380 846">5</td> <td data-bbox="1380 775 1481 846">5</td> </tr> </tbody> </table> <p>Note to Compiler: Remove the non-applicable CIDB grade columns and amend the Designated Group ownership and/or points allocation to be project specific. If any one of the Designated Groups listed above is already an eligibility criterion, then that specific Designated Group must not be included as a functionality criteria as well.</p> <p><b>2. Evaluation of responsive tenders in terms of price and preference (Calculation of Total Evaluation Points).</b></p> <p>Total Evaluation points for each responsive tenderer shall be obtained by adding the score of price (Ps) to the score for preference (Specific Goals).</p> <p><b>2.1 Evaluating price (Ps)</b></p> <p>i. <b>80/20 preference point system for acquisition of goods and services for Rand value equal to or above R2 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> $Ps = 80(1 - (Pt - Pm) / Pm)$ <p>Where:          Ps is the points scored for price of tender under consideration.          Pt is the price of the tender under consideration; and          Pm is the price of the lowest acceptable tender.</p> <p>ii. <b>90/10 preference point system for acquisition of goods and services for Rand value above R50 million</b></p> <p>The following formula will be used to calculate the points out of 90 for price:</p> $Ps = 90(1 - (Pt - Pm) / Pm)$ <p>Where:          Ps is the points scored for price of tender under consideration.          Pt is the price of the tender under consideration; and          Pm is the price of the lowest acceptable tender.</p> <p><b>2.2 Evaluating preference (Specific Goals)</b></p> <p>The points for specific goals will be awarded according to the table below:</p>	CIDB Package Category		1CE	2CE	3CE	4CE	5CE	6CE	Typical Package Value		Up to R 1 mill		R 1 mill to R 6 mill		R 6 mill to R 20 mill		Designated Groups	Tenderer is 51%+ owned by black people who are youth.	5	5	5	5	5	5	Tenderer is 51%+ owned by black people who are women.	5	5	5	5	5	5	Tenderer is 51%+ owned by black people with disabilities.	5	5	5	5	5	5	Tenderer is 51%+ owned by black people who are military veterans.	5	5	5	5	5	5
CIDB Package Category		1CE	2CE	3CE	4CE	5CE	6CE																																							
Typical Package Value		Up to R 1 mill		R 1 mill to R 6 mill		R 6 mill to R 20 mill																																								
Designated Groups	Tenderer is 51%+ owned by black people who are youth.	5	5	5	5	5	5																																							
	Tenderer is 51%+ owned by black people who are women.	5	5	5	5	5	5																																							
	Tenderer is 51%+ owned by black people with disabilities.	5	5	5	5	5	5																																							
	Tenderer is 51%+ owned by black people who are military veterans.	5	5	5	5	5	5																																							

Clause Number	Data					
	Specific goals	Criteria	10 points		20 points	
			Point allocation	Max points	Point allocation	Max points
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	B-BBEE Level 1	1,00	1	2.00	2
		B-BBEE Level 2	0,90		1.80	
		B-BBEE Level 3	0,60		1.20	
		B-BBEE Level 4	0,50		1.0	
		B-BBEE Level 5	0,40		0.80	
		B-BBEE Level 6	0,30		0.60	
		B-BBEE Level 7	0,20		0.40	
		B-BBEE Level 8	0,10		0.20	
		Non-compliant contributor	0		0	
		Percentage black ownership of the tendering entity.	< 51 % black ownership		< 51 % black ownership	
≥ 51 to < 70 % black ownership.	1			2		
≥ 70 to < 100 % black ownership.	2			4		
100 % black ownership	5			10		
B-BBEE size of the tendering entity	Exempted Micro Enterprise (EME) or QSE	4	4	8	8	

Eligibility for B-BBEE Points is subject to the following conditions:

1. A tenderer's scorecard shall be a B-BBEE Certificate 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; or
  - in the event that the Measured Entity operates in more than one sector or a sub-sector, 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; and
2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A11; and
3. The certificate shall:
  - be valid at the tender closing date; and
  - 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 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
  - 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
4. **A valid BBEE 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.

Clause Number	Data
	<p>5. <b>A valid Sworn Affidavit shall contain:</b></p> <ul style="list-style-type: none"> <li>- Name/s of deponent as they appear in the identity document and the identity number.</li> <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. Compliance with any other information requested to be attached to Returnable Schedule Form A11; and</p> <p>7. In the event of a joint venture (JV), a project-specific consolidated 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>Eligibility for Black ownership Points is subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. The bidder must complete Form A12: Black ownership declaration.</li> <li>2. Verification of ownership will be based on share certificate. The consultant reserves the right to engage with the shareholders.</li> </ol> <p><b>3. Breaking of deadlock</b></p> <p>If two or more tenderers score the same number of Total Evaluation points, and these tenders are also the highest ranked tenders, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.</p> <p>If functionality is part of the evaluation process and two or more tenderers score the same number of Total Evaluation points and the same number of B-BBEE Points, the subcontract must be awarded to the tenderer that scored the highest points for functionality.</p> <p>If two or more tenderers score the same number of Total Evaluation points and the same number of B-BBEE Points and the same number of total evaluation points for Functionality, and these tenders are also the highest ranked tenders the award must be decided by the drawing of lots.</p> <p><b>4. Compliance</b></p> <p>The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria:</p> <ol style="list-style-type: none"> <li>i. Proof that the Tenderer is compliant with the COID Act .</li> <li>ii. Proof that the Tenderer is tax compliant.</li> </ol> <p>If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant.</p> <p>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</p>

Clause Number	Data
	<p>tenderer has been identified.</p> <p><b>5. Negotiating acceptable tender sum and/or rates</b></p> <p>a) High tender sums submitted by Tenderers</p> <p>If the Contractor choose to include work in the subcontract package, for which he has tendered rates in the Main Contract and the tenderer who scored the highest points tendered rates higher than 25% above that of the Contractor, the Contractor may either accept the rates or negotiate rates and the final sum down (to 25% above contractors rates and final sum) with the tenderer.</p> <p>If the Contractor fails to negotiate a reasonable tender sum or rates with the tenderer, he may approach the second highest points scoring, compliant tenderer to negotiate a reasonable tender sum and rates. This process may be repeated up to the third highest points scoring compliant tenderer, whereafter the package shall be retendered.</p> <p>b) Provisional Sum</p> <p>If a provisional sum in the main contract is provided for the work items in the subcontract package, the Contractor shall report on the feasibility of the highest points scoring compliant tenderer's tender rates and tender sum to the Engineer.</p> <p>(i) If the highest points scoring compliant tenderer's tender sum and rates are deemed market related by the Engineer, the Contractor shall obtain the approval of SANRAL to utilise the provisional sum provided for the work items.</p> <p>(ii) If the highest points scoring compliant tenderer's tender sum and rates are deemed not market related and SANRAL does not approve the utilisation of the relevant provisional sum, the Contractor may either accept the rates and total sum (only if equal or less than 15% higher than market related) or negotiate with the tenderer for a market related tender sum and rates.</p> <p>If the Contractor fails to negotiate market related tender sum and rates with the tenderer, he may approach the next highest point scoring, compliant tenderer to negotiate market related tender sum and rates. This process may be repeated up to the third highest points scoring compliant tenderer, whereafter the package shall be retendered.</p> <p>c) Low tender sums submitted by Tenderers</p> <p>The Contractor shall report to the Engineer and SANRAL on the feasibility of tendered sums, rates or provisional sums of tenderers who tendered exceptionally low. Exceptionally low sums, rates 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.</p> <p>(i) If the tendered sums, rates 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.</p> <p>(ii) If the tendered sums, rates 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. If all prices submitted are deemed exceptionally low by the Engineer, the subcontract package shall be retendered.</p>
C.3.13.	<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 (m) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 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 National Treasury's Register of Tender Defaulters or Restricted Suppliers, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector;</p> <p>h) the tenderer has not abused the Contractor's supply chain management system.</p>

<b>Clause Number</b>	<b>Data</b>
	i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. j) the tenderer has not failed to comply with and complete the Declaration Certificate for Local Production and Content (Form A3.3).
C.3.16	Clause C.3.16 is not applicable.
C.3.17	The number of paper copies of the signed contract to be provided by the Contractor is one (1).
C.3.18	All requests shall be in writing.
<b>ADDITIONAL CONDITIONS OF TENDER CLAUSES:</b>	
<b>Clause Number</b>	<b>Data</b>
SC.3.19	<b>Jurisdiction</b>  Unless stated otherwise in the tender data, each tenderer and the Contractor 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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**PART T2: RETURNABLE SCHEDULES**

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T2.1	LIST OF RETURNABLE DOCUMENTS.....	T2.4
T2.2	RETURNABLE SCHEDULES.....	T2.5

**T2.1 LIST OF RETURNABLE DOCUMENTS****Notes to tenderer:**

1. Returnable documents have been based on the CIDB Standard Conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS and incorporate National Treasury requirements contained in their Standard Bidding Document (SBD) within them.  
Returnable documents are separated into the following categories:
  - (i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to C).
  - (ii) A list of all returnable documents for completion by the tenderer (Form D1).
2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
3. Tenderers shall note that their signatures 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 Contractor, 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 willful misrepresentation by that tenderer to induce the contract. In such event the Contractor has the discretionary right under FIDIC Particular Condition 15.6 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.

*(Note to Compiler: All notes are to be addressed and then removed from the draft and final documents)*

## T2.1 LIST OF RETURNABLE DOCUMENTS

### Note to tenderer:

The list of returnable documents is shown in the following table, as indicated by the status of those documents it will be incorporated into the contract document.

FORM	LIST OF RETURNABLE DOCUMENTS	STATUS
FORM A1:	CLARIFICATION BRIEFING	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.3:	CERTIFICATE OF FRONTING PRACTICES	
FORM A3.1 (SBD4):	BIDDER'S DISCLOSURE	CONTRACT
FORM A3.2:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	CONTRACT
FORM A3.3	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	CONTRACT
FORM A3.4	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	CONTRACT
FORM A3.5	REGISTRATION WITH CIPC	CONTRACT
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE	CONTRACT
FORM A7:	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
FORM A8:	SCHEDULE OF CURRENT COMMITMENTS	
FORM A9:	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993	CONTRACT
<b>FORM A10:</b>	<b>REGISTRATION WITH CIDB (If applicable)</b>	<b>CONTRACT</b>
FORM A11 (SBD6.1):	PREFERENCING POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	CONTRACT
FORM A12	BLACK OWNERSHIP DECLARATION	CONTRACT
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**T2.2 RETURNABLE SCHEDULES**

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**FORM A1: CLARIFICATION BRIEFING**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

This is to certify that I, .....  
representative of (tenderer) .....  
of (address) .....  
.....  
telephone number .....  
fax number .....  
e-mail.....

*(Note to Compiler: Option 1: preferred)*  
attended the clarification briefing session on ..... (date)  
conducted by the Contractor's representative.

**Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive and will not be considered.**

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

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

NAME (IN CAPITALS): .....

*(Note to Compiler: Option 2: where option 1 is not feasible and electronic means are available)*  
read / viewed the clarification briefing presentation/pre-recorded video presented by the Contractor.

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

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

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Notes to tenderer:**

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors/partners on the tendering company's letterhead.
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/partners 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:

SUBCONTRACT .....

..... **(Insert Contract Number and Description)**

and any contract which may arise there from on behalf of .....

..... **(enter name of tenderer in block capitals)**

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

IN THE CAPACITY OF:.....

DATE:.....

SIGNATURE OF SIGNATORY: .....

WITNESSES: .....

SIGNATURE

SIGNATURE

.....  
NAME (PRINT)

.....  
NAME (PRINT)

**FORM A2.2: CERTIFICATE OF SINGLE TENDER SUBMISSION**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**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 A2.3: CERTIFICATE OF FRONTING PRACTICES**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**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.

**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 BEE 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 BEE commissioner.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A3.1: BIDDER'S DISCLOSURE (SBD4)****SUBCONTRACT NO.****FOR****UNDER CONTRACT SANRAL****FOR THE****Notes to tenderer:****1. Definitions:****1.1 "State" means:**

- a) 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);
- b) any Municipality or Municipal Entity;
- c) Provincial Legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

**1.2 "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 may be 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**

- 2.1. 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**

- 2.1.1. 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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<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.


2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES / NO**

2.2.1. If so, furnish particulars:

.....  
 .....

2.3. 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**

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:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.

- 3.6. 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.
- 3.7. 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 CONTRACTOR OR 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: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

The tenderer shall provide a printed copy 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 printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

Name of Subcontractor: .....

CSD Master Registration Number (Supplier Number): .....

Supplier Commodity: .....

Delivery Location: .....

SIGNED BY TENDERER: .....

**FORM A3.3: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid are indicated in the below table: *(Note to Compiler: The below list of materials to be amended by deleting the materials not applicable to the scope of work in line with the Main Contract minimum threshold)*

1. The Tenderer to confirm that the minimum threshold will be achieved by either indicating the percentage to be achieved or by indicating "Yes" or "✓" in the below table

<b>Description of services, works or goods</b>	<b>Stipulated Minimum threshold</b>	<b>Minimum threshold to be achieved by Tenderer</b>
<b>Steel value-added construction material products</b>		
Fabricated Structural Steel	100%	
Joining/Connecting Components	100%	
Frames	100%	
Roof and Cladding	100%	
Fasteners	100%	
Wire Products	100%	
Ducting and Structural Pipework	100%	
Gutters, downpipes & launders	100%	
<b>Primary steel construction material products</b>		
Plates (>4.5mm thick and supplied in flat pieces)	100%	
Sheets (<4.5mm thick and supplied in coils)	100%	
Galvanised and Colour Coated coils	100%	
WireRod and Drawn Wire	100%	
Sections (Channels, Angles, I-Beams and H-Beams)	100%	
Reinforcing bars	100%	
<b>Electrical cable material products</b>		
Low Voltage	90%	
Low Cost Reticulation	90%	
Medium & High Voltage	90%	
ACR	90%	
<b>Telecom cable material products</b>		
Optical Fibre Cables	90%	
Copper Telecom Cables	90%	
<b>Plastic Pipes</b>		
Polyvinyl chloride (PVC) pipes	100%	
High density polyethylene (HDPE) pipes	100%	
Polypropylene (PP) pipes	100%	
Glass reinforced plastic (GRP) pipes	100%	
<b>Textiles, Clothing, Leather and Footwear</b>		
Textiles	100%	
<b>Bagged and bulk cement</b>		
Cem I: Pure portland cement with a 95-100% clinker.	100%	
Cem II: Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	100%	
Cem III: blast furnace cement, 50% OPC, 50% blast furnace slag	100%	
Cem IV: pozzolanic cement, OPC and fly ash	100%	
Cem V: composite cement: slag and ash cement. Blended cements with more than one blending material	100%	

Masonry cement: Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	<b>100%</b>	
---	-------------	--

SIGNED BY TENDERER: .....

**FORM A3.4: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

**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**
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 and/or misused the State’s procurement 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 State system;**
  - c) **has been charged with fraud, corruption or any other improper conduct whether of a criminal or civil nature during the course and scope of rendering services to the state or any other party and/or entity; or**
  - d) **failed to perform on any previous contract with the State.**
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.**

4.1	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? <b>Companies or persons who are listed on this 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> rule was applied.</b> 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.	Yes ◆	No ◆
4.1.1	If Yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? <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>	Yes ◆	No ◆
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 ◆	No ◆
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 ◆	No ◆
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: .....

**FORM A3.5: REGISTRATION WITH CIPC**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

The tenderer shall provide a printed copy of registration with the CIPC. In the case of a joint venture (JV), the tenderer shall provide printed copies of registration with the CIPC for each member of the JV.

Name of Subcontractor: .....

CIPC Registration Number: .....

Address as per CIPC registration: .....

.....

SIGNED BY TENDERER: .....

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

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

<b>Page</b>	<b>Description</b>

SIGNED BY TENDERER: .....

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

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

We confirm that the following communications received from the Contractor 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)**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Notes to tenderer:**

- 1. If the Tenderer is not tax compliant, the tenderer shall be given 7 calendar days to become compliant.**
- 2. The tenderer shall complete the below declaration.**

I, ..... (name)  
 the undersigned in my capacity as ..... (position)  
 on behalf of ..... (name of company)  
 herewith grant consent that SARS may disclose to the Contractor or 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, each member shall comply with the above requirement.

SIGNED BY TENDERER: .....

**FORM A7: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS**

**(Note to Compiler: Delete this form for estimated Subcontract amounts less than R1,000,000.00 therefore not required for CIDB 1 and 2)**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**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 a Registered Financial Service Provider (registered with the FSB) which declares how the entity conducts its account and confirms that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) available to meet the construction cash flow requirements estimated for the subject contract, or a written confirmation from any registered financial institution or the tenderer's independent registered accountant should be requested to submit confirmation of the available working capital to meet the construction workflow requirements estimated for the subject contract. The confirmation by an independent registered accountant must indicate that the review, to be conducted in terms of ISRS4400, was done in terms of the Section 30 and Regulation 29 of the Companies Act No. 71 of 2008.
2. If the Tenderer does not have financial resources, the tender will be declared non-responsive in terms of clause C.3.13(b) of the Tender Data.
3. The Tenderer (and in the event of a joint venture, the joint venture member's combined) shall have available capital in excess of R\_\_\_\_\_, *Note to compiler (as per CIDB Regulation Amendment Notification dated 16 August 2019): Delete this note for CIDB 1&2. Stipulate R150 000 for CIDB 3, R300 000 for CIDB 4, R1 000 000 for CIDB 5, R2 000 000 for CIDB 6, R6 000 000 for CIDB 7, R20 000 000 for CIDB 8, and R60 000 000 for CIDB 9*
4. 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.
5. The successful tenderer will be requested to demonstrate its financial capability to execute the contract prior to award at the Contractor's discretion
6. In the event that the Contractor at its sole discretion is not satisfied with the financial capability of the tenderer as a result of whatsoever nature and reason, the Contractor reserves the right to invoke the provisions under tender data C.3.13. In addition, the Contractor reserves the right to perform a full risk assessment as per tender data C3.13. Furthermore, if the aforementioned occurs, any and all report/s will be used to evaluate the Tenderer's ability to perform the contract as stated in sub-clause C.3.13.(b) of the Standard Conditions of Tender.
7. The letter shall contain the information as indicated below.

DATE

Bank Name

FSB Number

Bank Address

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

**RE: ACCOUNT CONDUCT AND CASHFLOW CONFIRMATION**

To Whom It May Concern:

We hereby confirm that *(Insert Tenderer Name)* has been banking with *xxxx* Bank for a period of *xxx years* and the account has been conducted in a satisfactory manner. *(Insert Tenderer Name)* has the financial means, net of current commitments, available to meet the construction cash flow requirements to the value of R*.....* for contract *(insert contract number)*.

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 A8: SCHEDULE OF CURRENT COMMITMENTS**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Notes to tenderer:**

1. The tenderer shall list below all contracts currently under construction 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 10 contracts and 10 tenders. If a tenderer's actual commitments or potential commitments are greater than 10 each, those listed should be in descending order of expected final contract value or sum tendered.

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

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

SIGNED BY TENDERER: .....

**FORM A9: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

**Notes to tenderer:**

- 1. Discovery that the tenderer has failed to make proper disclosure may result in the Contractor 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 the Department of Labour in terms of section 80 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) (COID). If the tenderer fails to meet this requirement, the tenderer will be given 7 calendar days to become compliant.**
- 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 A10: **CERTIFICATE OF REGISTRATION WITH CIDB** *Note to Compiler – Delete this form for supplier subcontract or work without CIDB category, where CIDB registration is not required*

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Notes to tenderer:**

1. The tenderer shall provide a printed copy of the Active Contractor’s Listing off the CIDB website [www.cidb.org.za](http://www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender shall 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 printed copy 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:
  - The Tenderer is not registered on CIDB within the required contractor grading and category at the tender closing date, or
  - the Tenderer is suspended, or
  - the Tenderer has not declared interest of application to upgrade the grading, or
  - the Tenderer failed to submit the new registered grading within 21 days after tender closure

Complete the following details of his registration with the Construction Industry Development Board.

Name of Subcontractor: .....

Subcontractor Grading Designation: .....

CIDB contractor Registration Number: .....

Expiry Date: .....

SIGNED BY TENDERER: .....

**FORM A11: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (INCORPORATING SBD6.1)**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Notes to Tenderer:**

- 1. Before completing this form, tenderers must study the General Conditions, Definitions and Directives applicable in respect of the tender and Preferential Procurement Regulations, 2022**

**1. POINTS AWARDED FOR SPECIFIC GOALS**

- 1.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender ie B-BBEE certificate and share certificate:

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to compiler: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such).**

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	1,00	2.00		
	B-BBEE Level 2	0,90	1.80		
	B-BBEE Level 3	0,60	1.20		
	B-BBEE Level 4	0,50	1.0		
	B-BBEE Level 5	0,40	0.80		
	B-BBEE Level 6	0,30	0.60		
	B-BBEE Level 7	0,20	0.40		
	B-BBEE Level 8	0,10	0.20		
	Non-compliant contributor	0	0		
Percentage black ownership of the tendering entity.	< 51 % black ownership	0	0		
	≥ 51 to < 70 % black ownership.	1	2		
	≥ 70 to < 100 % black ownership.	2	4		
	100 % black ownership	5	10		

**Note to tenderers: The tenderer must indicate how they claim points for each preference point sy**

SIGNED BY TENDERER: .....

**FORM A12: BLACK OWNERSHIP DECLARATION**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Notes to Tenderer:**

1. **Verification of ownership will be based on share certificate. SANRAL reserves the right to engage with the shareholders. In the event of any difference between the percentage ownership claimed below and the percentage ownership as per the share certificate, the share certificate shall apply.**
2. **Attach share certificate/s**

<b>No.</b>	<b>Name and Surname</b>	<b>Percentage</b>
<b>Additional table may be submitted if the space provided is insufficient</b>		
<b>Total % black ownership</b>		

- I CERTIFY THAT THE INFORMATION FURNISHED 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 B1: SCHEDULE OF WORK EXPERIENCE**

**SUBCONTRACT NO.**  
**FOR**  
**UNDER CONTRACT SANRAL**  
**FOR THE**

*Note to Compiler – Add the following Note to tenderer if the tender does not have a CIDB requirement and therefore past experience has been added as a functionality criteria in the Tender Data*

**Notes to tenderer:**

- The information in this returnable form for work over the last 5 years will be utilised to calculate points for Previous Relevant Experience (as per Tender Data C.3.11).

EMPLOYER / CONTRACTOR (NAME, TEL NO & FAX NO)	CONSULTING ENGINEER (NAME, TEL NO & FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

SIGNED BY TENDERER: .....



**FORM B3: FUNCTIONALITY CRITERIA**

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Note to tenderer:

The tenderer shall provide the following functionality criteria in the below table. *(Note to Compiler – Align the required criteria with the Tender Data C.3.11 functionality requirements and therefore either remove CIDB requirements or Experience, if not applicable)*

FUNCTIONALITY CRITERIA	INFORMATION REQUIRED	
Locality	Tenderer address (complete physical address below and attach proof of address as recorded by the Companies and Intellectual Property Commission (CIPC) and on the CSD of the tenderer's place of business. Additional proof might be required as per Tender Data C.3.11 )	
CIDB Grade and class (not applicable for supplier subcontracts or work without CIDB category, where CIDB registration is not required)	Indicate Tenderer CIDB grade and class below	
Experience (not applicable for subcontractor work where CIDB registration is required)	Complete information in Form B1	
Designated group ownership	Select the appropriate Designated Group ownership of the tenderer below as per B-BBEE certificate (mark with X):	
	≥51% ownership by black Youth	
	≥51% ownership by black Women	
	≥51% ownership by black Military veterans	
	≥51% ownership by black Disabled persons (Differently abled)	
None of the above		

SIGNED BY TENDERER: .....

**FORM C1: TENDERER'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Note to tenderer:**

1. The tenderer shall indicate the total tendered for item C1.3.1 (the subcontractor's general obligations) expressed as a percentage of the tender sum (excluding VAT) below.
2. Should the combined, extended total tendered for Item C1.3.1, exceed 15% of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.
3. If the the tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for items C1.3.1.1, C1.3.1.2 and C1.3.1.3) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.
4. The Contractor will duly consider the reasons as provided per note 2 above 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 C1.3.1 expressed as a percentage of the tender sum (excluding VAT)  
 .....%

SIGNED BY TENDERER: .....

**FORM D1: SCHEDULE OF TENDER COMPLIANCE****SUBCONTRACT NO.****FOR****UNDER CONTRACT SANRAL****FOR THE**

<b>FORM NO / SBD NO</b>	<b>FORM DESCRIPTION</b>	<b>TICK IF COMPLETED</b>
FORM A1:	CLARIFICATION BRIEFING	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.3:	CERTIFICATE OF FRONTING PRACTICES	
FORM A3.1 (SBD4):	BIDDER'S DISCLOSURE	
FORM A3.2:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A3.3	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
FORM A3.4	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM A3.5	REGISTRATION WITH CIPC	
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE	
FORM A7:	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
FORM A8:	SCHEDULE OF CURRENT COMMITMENTS	
FORM A9:	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993	
<b>FORM A10:</b>	<b>REGISTRATION WITH CIDB (if applicable)</b>	
FORM A11 (SBD6.1):	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
FORM A12	BLACK OWNERSHIP DECLARATION	
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	SCHEDULE OF TENDERER'S EQUIPMENT	
FORM B3	FUNCTIONALITY CRITERIA	
FORM C1:	TENDERER'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
FORM D1:	SCHEDULE OF TENDER COMPLIANCE	
C1.1.1 (SBD7):	FORM OF OFFER	
C1.1.2	FORM OF ACCEPTANCE	
C1.2.3:	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	
C2.2 (SBD3):	PRICING SCHEDULE (PROVIDED ON COMPACT DISC)	

SIGNED BY TENDERER: .....

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# **PART C1: AGREEMENTS & 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**

Contractor  
PO Box 415  
PRETORIA  
0001

Dear Sir,

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

1. I/we, by signing this form of offer acknowledge it is the equivalent of the Letter of Subcontractor's Offer as defined in clause 1.1.10 in the "Conditions of Subcontract for Construction for Building and Engineering Works designed by the Employer" (2011), published by the International Federation of Consulting Engineers (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 subcontractor 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**

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.2: PRICING SCHEDULE SUMMARY IS .....

.....

..... (in words)

(R ..... in figures)

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.

**5. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form A11: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11. In the event of any difference between the above stated status level and the Verification Certificate attached to Form A11, the Verification Certificate shall apply.

6. 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 subcontractor in the conditions of contract identified in the contract data.
7. 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: .....

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**

*(Note to Compiler: Form to be printed on Contractor letterhead)*

To *(Name of successful Subcontractor)*

Dear Sir,

**SUBCONTRACT NO.****FOR****UNDER CONTRACT SANRAL****FOR THE**

1. It is our pleasure to inform you that the Contractor 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 subcontract 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 Contractors Letter of Acceptance as defined in clause 1.1.6 of the "Conditions of Subcontract for Construction for Building and Engineering Works designed by the Employer" (2011), published by the International Federation of Consulting Engineers (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. **(Note to Compiler: Delete this paragraph if not applicable – eg. For off-site suppliers)** 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 Subcontractor in terms of Regulation 7(1)(v).
7. 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. Fully completed and signed Form C1.1.3 Appendix to Form of Acceptance
  - ii. Fully completed and signed Form C1.1.4 Tax compliance
  - iii. Fully completed and signed Form C 1.1.5 Agreement in terms of the OHS Act and Regulations.

- iv. Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
- v. A completed and signed Form C1.1.6 Form of Banking Details

Failure to fulfil any of the above obligations 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 six (6) months, from the date of tender closure. *Note to Compiler: To agree with Engineer and Sanral prior to this sanction be contemplated*

- 8. The effective date of the Subcontract 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.
- 9. The Subcontract Commencement Date is .... *Note to Compiler: insert relevant day & date not less than 14 days after the date of this Form of Acceptance*
- 10. Notwithstanding that a full, original-signed copy of the Subcontract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding Subcontract between us.
- 11. Please contact ..... at ..... to make arrangements for the signing of the Subcontract documents.

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

NAME (IN CAPITALS): .....

CAPACITY: Managing Director *Note to Compiler: Insert relevant information*

SUBCONTRACTOR'S NAME AND ADDRESS: *Note to Compiler: insert relevant physical address*

NAME & SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**C1.1.3 APPENDIX TO FORM OF ACCEPTANCE**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

*Notes to Compiler (delete notes for Subcontract document):*

- 1. The extent of deviations from the tender documents issued by the Contractor before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final Subcontract document. Should any such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties, becomes an obligation of the Subcontract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final Subcontract.

Schedule of deviations

The deviations listed below constitute agreed variations/amendments to the tender data and schedules negotiated between the Subcontractor and the Contractor based on information provided in Form A4: Schedule of Variations or Deviations by Subcontractor or imposed or agreed conditions of award. Addenda issued during the tender period are deemed not to be variations to the tender.

- 1. Subject: .....
- Details: .....
- 2. Subject: .....
- Details: .....
- 3. Subject: .....
- Details: .....
- 4. Subject: .....
- Details: .....

By the duly authorised representatives signing this agreement, the Contractor and the Subcontractor agree to and accept the 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 Subcontractor and the Contractor 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 Subcontract between the parties arising from this agreement.

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

NAME (IN CAPITALS): .....

CAPACITY: .....

NAME AND ADDRESS OF CONTRACTOR: .....

.....

**C1.1.4 TAX COMPLIANCE**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

**Note:**

**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 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 Subcontractor 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 .....

**(Note to Compiler: insert Contractor description)** our tax compliance status on an ongoing basis for the Subcontract 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 Subcontractor shall obtain written consent from each of its subcontractors, undisclosed principals and partners involved in this Subcontract confirming that SARS may, on an ongoing basis during the Subcontract 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 Subcontract.

SIGNATURE: .....

DATE: .....

**C1.1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL 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  
..... (*Note to Compiler: insert name of Contractor*) (hereinafter called "the Contractor") on  
the one part, herein represented by .....  
in his capacity as .....  
and ..... (hereinafter called "the Mandatory")  
of the other part, herein represented by .....  
in his capacity as .....

**WHEREAS the Contractor is desirous that certain Works be constructed, namely**

**SUBCONTRACT NO.**

**FOR**

**UNDER CONTRACT SANRAL**

**FOR THE**

and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Contractor and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Subcontract.
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 11.3 of the FIDIC Conditions of Subcontract for Construction for building and engineering works designed by the Employer, 2011 (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this Subcontract, or
  - (b) the date of termination of the Subcontract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatory 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 Contractors to their employees.
    - (ii) Section 9: General duties of Contractors and self-employed persons to persons other than employees.
    - (iii) Section 37: Acts or omissions by employees or mandatories and
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Contractor as pertaining to the Mandatory and to all his Service Providers.
4. In addition to the requirements of sub-clause 2.2 the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this Subcontract, the Mandatory agrees to execute all the works forming part of this Subcontract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

- 5. The Mandatory is responsible for the compliance with the Act by all his Subcontractors, whether or not nominated and/or approved by the Contractor.
- 6. The Mandatory 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 Contractor upon signature of the agreement.
- 7. The Mandatory 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 Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Contractor. If the Mandatory 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 Contractor.
  - (b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Contractor. The Contractor will further be provided with copies of all written documentation relating to any incident.
  - (c) The Contractor 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 Mandatory 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 THE CONTRACTOR .....

WITNESS: .....

NAME (IN CAPITALS): .....

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

WITNESS: .....

NAME (IN CAPITALS): .....

**C1.1.6 FORM OF BANKING DETAILS**

**Note to Subcontractor:**

- 1. The Contractor applies an Electronic Funds Transfer system for all payments.
- 

To:  
 The Subcontractor  
 (Note to Compiler: insert contractor address)

Dear Sir

**SUBCONTRACT NO.**  
**FOR**  
**UNDER CONTRACT SANRAL**  
**FOR THE**  
**BANKING DETAILS**

By signing this document, we accept the following:

- The banking details submitted are those of (Note to Compiler: insert name of successful subcontractor) and we take full responsibility for their correctness.
- We indemnify the Contractor from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

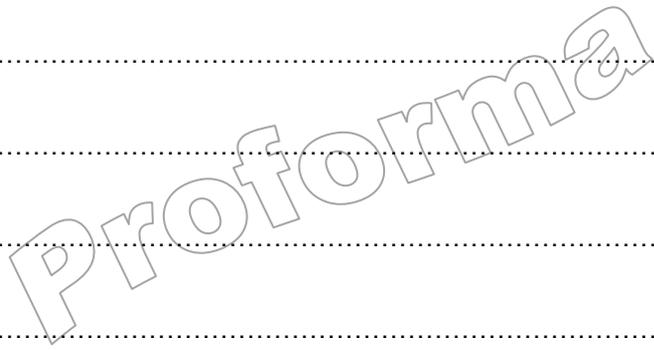
Account Name: .....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number: .....



Yours faithfully

.....  
 Authorised Signatory for (Note to Compiler: Insert name of successful subcontractor)

DATE: .....

**C1.1.7 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT  
(Note to Compiler: Delete if not applicable)**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO 72 OF 1997)

I, .....

In my capacity as .....

of the Contractor, .....

who has contracted with the Employer to undertake the above-named Main Contract, to perform all functions entrusted to the Employer by sections 2 and 3 of the Act, as amended, who is the owner of the Mines(s) **state name (s) or state "to be worked under the requirements of the abovementioned contract"**

hereby appoint .....

of the Subcontractor, .....

who has contracted with the Contractor to undertake the above-named Subcontract, to perform all functions entrusted to the Contractor by sections 2 and 3 of the Act, as amended.

Signed: .....

Date: .....

Witnesses: 1. .... 2. ....

Name (print) ..... Name (print) .....

I hereby accept the above appointment

Signed: .....

Date: .....

Witnesses: 1. .... 2. ....

Name (print) ..... Name (print) .....

**C1.2 CONTRACT DATA****C1.2.1 CONDITIONS OF SUBCONTRACT****Note to tenderer**

1. The Conditions of Subcontract comprise the “General Conditions of Subcontract”, which form part of the “FIDIC Conditions of Subcontract for Construction”, First Edition 2011, publish by the International Federation of Consulting Engineers (FIDIC), and the following “Particular Conditions of Subcontract”, which include amendments and additions to these General Conditions of Subcontract. as prescribed by the Contractor.

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**PART A: CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION - FIDIC AMENDMENTS**

Up to ... *(Note to Compiler: Insert current date)* the following amendments have been issued by FIDIC.

**PART B: PARTICULAR CONDITIONS OF SUBCONTRACT**

The following additional amendments to the FIDIC Conditions of Subcontract for Construction, 2011 apply to this contract.

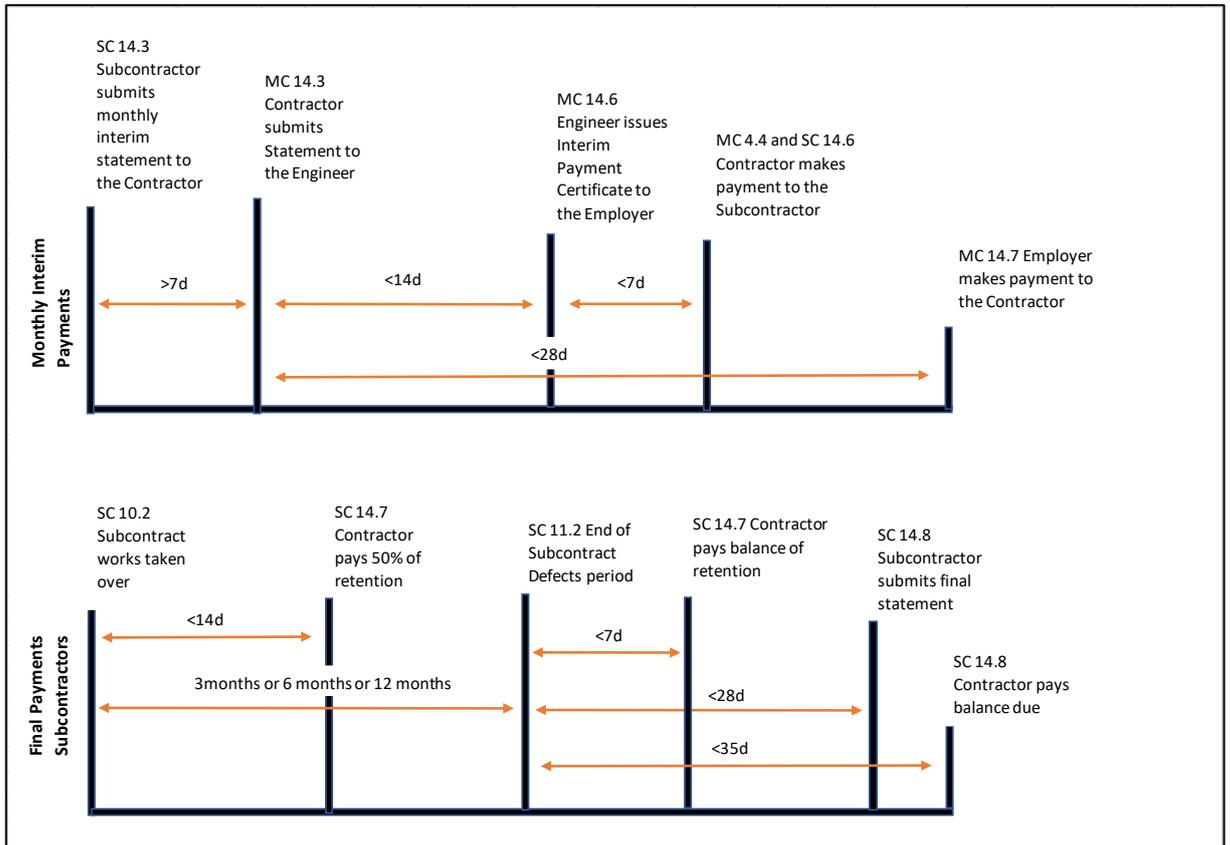
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**PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION (FIDIC)**

**FLOW CHARTS**

Replace the flow chart for the Typical sequence of Payment events envisaged in Clause 14 , with the following:



**1.1 Subcontract Definitions**

Replace 1.1.3 with:

“ **Appendix to the Subcontractor’s Offer**” means the completed sections entitled C1.2.2 Appendix to Tender: Contract Data – Information provided by the Contractor and C1.2.3 Appendix to Tender: Contract Data – Information provided by the Tenderer.”

Replace 1.1.6 with:

“ **Contractor’s Letter of Acceptance**” means the Form of Acceptance as contained in part C1.1.2 of the Subcontract including any appended memoranda comprising agreements between and signed by both Parties to the Subcontract.”.

Replace 1.1.10 with:

“ **Letter of Subcontractor’s Offer**” means the Form of Offer as contained in part C1.1.1 of the Subcontract.”

1.1.18 Add the following:

“**Subcontract Bill of Quantities** shall also mean the Pricing Schedule as contained in Part C2 of the Subcontract .”

Replace 1.1.29 with:

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

*Add the following:*

**1.1.40 “Cost”** as stated under Main Contract Sub-Clause 1.1.4.3.

**1.1.41 “Target Area”** means the geographic area defined in the Main Contract for Targeted Labour and which typically are:

- a. one or more Provinces;
- b. one or more Metropolitan or District Municipalities;
- c. one or more Local Municipalities;
- d. one or more Wards that are predominantly located within the Project Area;
- e. one or more of the areas listed in the definition of Designated Groups.

**1.1.42 Targeted Enterprise”** means an entity defined in the Main Contract to which the Contractor subcontracts a percentage of the contract value as a condition of contract and which typically is:

- a. an EME or QSE which is at least 51% owned by black people; or
- b. an EME or QSE which is at least 51% owned by black people who are youth; or
- c. an EME or QSE which is at least 51% owned by black people who are women; or
- d. an EME or QSE which is at least 51% owned by black people with disabilities; or
- e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
- f. a cooperative which is at least 51% owned by black people; or
- g. an EME or QSE which is at least 51% owned by black people who are military veterans.

In addition, Targeted Enterprises must be tax and COIDA compliant; and CIDB registered where applicable.

**Note to Compiler: Ensure the above definition conform to the definition of a Targeted Enterprise in the Main Contract.**

**1.1.43 “Targeted Labour”** means Persons:.

- a. who are employed by the Contractor or Subcontractor in the performance of the Contract; and
- b. 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
- c. 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
- d. who are stated as being Targeted Labour in the Main Contract.

**1.1.44 “Subcontract’s Base Date”** means the date 28 days prior to the latest date for submission of the subcontract tender.

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

**1.1.46 A “working day”** means a day that is not listed as a Special non-working day.

## **1.5 Priority of Subcontract Documents**

*Insert the following at the end of the 1<sup>st</sup> paragraph before the colon:*

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

*Replace sub-paragraph items (1) to (9) with:*

- “(1) the Forms of Offer and Acceptance;
- (2) the Appendix to the Subcontractor’s Offer;

- (3) the Particular Conditions of Subcontract and Annexes, except any part of any Annex that is referred to elsewhere in this listed priority of Subcontract documents;
- (4) the General Conditions of Subcontract;
- (5) the Subcontract Specification;
- (6) the Subcontract Drawings,
- (7) the Employer's typical Drawings,
- (8) the Standard Specifications,
- (9) the Subcontract Bill of Quantities; and
- (10) the Schedules and any other documents forming part of the Subcontract."

#### **1.6 Notices, Consents, Approvals, Certificates, Confirmations, Decisions, and Determinations**

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

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

#### **1.7 Joint and Several Liability under the Subcontract**

*Replace 1.7(b) with:*

"(b) No later than 14 days after the date of the Contractor's Letter of Acceptance these persons shall notify the other Party of their leader who shall have authority to bind that other Party and each of these persons; and"

#### **1.9 Subcontract Agreement**

*Replace the 1<sup>st</sup> two sentences with the following:*

"The Parties shall enter into a Subcontract Agreement when the Contractor issues to the Subcontractor the Contractor's Letter of Acceptance (see Particular Condition Sub-Clause 1.1.6). The Subcontract Agreement shall be in the form prescribed in the tender documents."

*Add the following at the end of the sub-clause:*

"If under the Main Contract, the Engineer does not consent to the Subcontract, upon notice from the Contractor of such non-consent:

- (a) The Parties shall be discharged from further performance of the Subcontract, without prejudice to the rights of either Party in respect of any previous breach of the Subcontract;
- (b) The Contractor shall immediately return the Subcontract Performance Guarantee (if applicable) to the Subcontractor; and
- (c) Payment by the Contractor of the amounts and/or Costs as described in (a) to (d) of Sub-Clause 15.3 [*Payment after Termination of the Main Contract*] shall be due 28 days after the Parties' discharge from the Subcontract."

#### **2.1 Subcontractor's Knowledge of Main Contract**

*In the 8<sup>th</sup> line of the 1<sup>st</sup> paragraph after the word "Contract", add "as amended".*

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

"The Subcontractor shall treat the details of the Subcontract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Subcontractor shall not publish, permit to be published, or disclose any particulars of the Subcontract Works or the Main Works in any trade or technical paper or elsewhere without the previous agreement of the Contractor."

#### **3.2 Access to the Site**

*Delete the 2<sup>nd</sup> paragraph and substitute the following:*

"Right of access to and possession of the Site shall be on Subcontract Commencement Date except if otherwise detailed in the Subcontract Specification. The Contractor shall not be bound to make any part

of the Site available exclusively to the Subcontractor except those parts of the Site for those periods as expressly detailed in the Subcontract Specification.”

#### **6.4 Subcontractor’s Representative**

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

“The Contractor may require the Subcontractor’s Representative to attend progress and/or contractual meetings with the Employer and/or the Engineer. If the Subcontractor’s Representative attends any of these meetings, he shall be permitted to review the record of the meeting and, if he has not objected to this record within 7 days of its receipt, those minutes shall be deemed to be accurate and to be accepted by the Subcontractor’s Representative.”

*Add the following new sub-clauses:*

#### **“6.5 Recruitment of Labour, Rates of Wages and Conditions of Labour**

The Subcontractor shall utilise Labour and Targeted Labour from the Target Area(s) as stated in the Main Contract, utilising the Labour Database of Targeted Labour as stated in the Main Contract.

The Subcontractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out as stated in the Appendix to the Subcontractor’s Offer. If no established rates or conditions are applicable, the Subcontractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by the employers whose trade or industry is similar to that of the Contractor.

#### **6.6 Working Hours**

No work shall be carried out on Site on any special non-working day or within non-working hours of any day as stated in the Appendix to the Subcontractor’s Offer unless:

- (a) Otherwise stated in the Subcontract or Main Contract
- (b) The Contractor gives consent; or
- (c) The work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Subcontractor shall immediately advise the Contractor.

#### **6.7 Health and Safety**

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

The Subcontractor shall be made conversant and comply with the Contractor’s project specific Health and Safety plan, at all times.

The Subcontractor 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.

#### **6.8 Subcontractor’s Personnel**

The Subcontractors’ personnel shall be appropriately skilled and experienced in their respective trades or occupations. The Contractor may require the Subcontractor to remove (or cause to be removed) any person employed on the site or works, including the Subcontractors’ representative, if applicable, who:

- (a) Persists in any misconduct and lack of care
- (b) Carries out duties incompetently or negligently
- (c) Fails to conform with any provision of the Subcontract
- (d) Persists in any conduct which is prejudicial to safety, health or protection of the environment
- (e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
- (f) has been recruited from the Contractor’s Personnel or the Employer’s Personnel in breach of Sub-Clause 6.2 [*Persons in the Service of Others*].

The Subcontractor and/or his personnel will be provided with opportunities to receive training as contemplated in the Main Contract. The Subcontractor shall co-operate and ensure participation in all training provided.

## **6.9 Records of Subcontractor's Personnel and Equipment**

The Subcontractor shall submit, to the Contractor, details showing the number of each class of Subcontractor's Personnel and of each type of Subcontractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Contractor, until the Subcontractor has completed all the Subcontract Works."

## **8.1 Commencement of Subcontract Works**

*In the 2<sup>nd</sup> line of the 2<sup>nd</sup> paragraph, after the words "Commencement Date", insert "but within the period stated in the Appendix to the Subcontractor's Offer"*

## **8.6 Suspension of Subcontract Works by the Contractor**

*Add the following to the end of the 1<sup>st</sup> paragraph:*

"If Main Contract Sub-Clause 8.9 [*Consequences of suspension*] applies, then the Cost payable shall be the Suspension cost calculated in pay item C1.3.1 of the Subcontract Bill of Quantities (if applicable and as appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned), else Cost payable shall be all expenditure reasonably incurred (or to be incurred) by the Subcontractor, whether on or off the Site, including overhead and similar charges, but does not include profit."

## **8.7 Subcontract Damages for Delay**

*Replace the last sentence of the 1<sup>st</sup> paragraph with the following:*

"These delay damages shall be as calculated from the rate stated in the Appendix to the Subcontractor's Offer, for every day between the relevant Subcontract Time for Completion and the date upon which completion of the Subcontract Works or Subcontract Section was achieved in accordance with Sub-Clause 10.1 [*Completion of Subcontract Works*]. However, the total amount due under this sub-clause shall be as determined between the Contractor, Engineer and Employer and shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to the Subcontractor's Offer."

## **10.2 Taking-Over Subcontract Works**

*Add the following paragraph:*

"The Employer may make use of any part of the permanent works prior to issue of a taking-over certificate for the Subcontract Works."

## **11.2 Subcontract Defects Notification Period**

*Add the following paragraph after the 1<sup>st</sup> paragraph:*

"If the Subcontract Works is taken-over by the Contractor before taking-over of the Main Works by the Employer in terms of Sub-Clause 10.3 [*Taking-Over by the Contractor*], then the Subcontract Defects Notification Period shall be from the date on which the whole of the Subcontract Works have been taken-over under Clause 10 [*Completion of and Taking-Over the Subcontract Works*] until expiry of the period as stated in the Appendix to the Subcontractor's Offer."

*Replace Sub-Clause 11.3 [*Performance Certificate*], with the following new subclause 11.3 [*Subcontract Performance Certificate*]:*

### **"11.3 Subcontract Performance Certificate**

Performance of the Subcontractor's obligations shall not be considered to have been completed until the Contractor has issued the Subcontract Performance Certificate to the Subcontractor, stating the date on which the Subcontractor has completed his obligations under the Subcontract. The Contractor shall issue the Subcontract Performance Certificate within 7 days of the expiry of the Subcontract Defects Notification Period, or as soon thereafter as the Subcontractor has supplied all the Subcontractor's Documents and completed and tested all the Subcontract Works, including remedying any defects.

After the Subcontract Performance Certificate has been issued, the provisions of the Main Contract Clauses 11.10 [*Unfulfilled Obligations*] and 11.11 [*Clearance of Site*] shall apply equally to the Subcontract."

#### **14.1 The Subcontract Price**

*Add the following new paragraphs:*

"Any quantities which may be set out in the Subcontract Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

- (a) of the Subcontract Works which the Subcontractor is required to execute, or
- (b) for the purposes of Clause 12 [*Measurement and Evaluation*]

The Subcontractor shall submit to the Contractor within 14 days of receiving a written request, a full breakdown of all rates. The Contractor may take account of the breakdown when evaluating claims and making decisions."

#### **14.6 Interim Subcontract Payments**

Delete all the paragraphs and replace with the following paragraphs:

"Not later than 7 days of the date on which the Engineer has issued the Main Contractor's Payment Certificate to the Employer but within 70 days of receipt by the Contractor of:

- (a) the Subcontractor's monthly statement submitted under Sub-Clause 14.3 [*Subcontractor's Monthly Statements*], or
- (b) the Subcontractor's Statement of Completion under Sub-Clause 14.4 [*Subcontractor's Statement at Completion*],

the amounts included in that statement, and any other sums to which the Subcontractor is entitled in the opinion of the Contractor, shall be due and payable to the Subcontractor. If a percentage of retention is stated in the Appendix to the Subcontractor's Offer, the Contractor shall be entitled to deduct an amount for retention, calculated by applying this percentage of retention to the payment otherwise due to the Subcontractor, until the amount so retained by the Contractor reaches the limit of retention money (if any) stated in the Appendix to the Subcontractor's Offer.

Provided that the Contractor shall be entitled to withhold or defer payment of all or part of any sums otherwise due in respect of a Subcontractor's monthly statement if a dispute arises or has arisen between the Subcontractor and the Contractor involving any question of measurement or quantities or any other matter included in the Subcontractor's monthly statement. Any payment so withheld or deferred shall be limited to the extent that the amounts in the Subcontractor's monthly statement are the subject of a dispute. If the Contractor withholds or defers payment of any amount in a Subcontractor's monthly statement, then he shall notify the Subcontractor of his reasons for doing so as soon as is reasonably practicable but not later than the date when this payment would otherwise have become due. The Contractor's withholding or deferring payment of any amount in a Subcontractor's monthly statement shall not preclude the Subcontractor from including that amount in following Subcontractor's monthly statements."

The Contractor shall pay the Subcontractor the full value as certified by the Engineer as being due to the Subcontractor in each Interim Payment Certificate, without any deduction for plant, equipment, materials or fuel supplied by the Contractor.

If the Subcontractor is under obligation to provide a Subcontract Performance Security under the Subcontract, notwithstanding the terms of this Sub-Clause or any other item of the Subcontract, no amount shall become due and payable to the Subcontractor until the security in accordance with Sub-Clause 4.2 [*Subcontract Performance Security*] has been delivered to the Contractor."

#### **14.7 Payment of Retention Money under the Subcontract**

*Delete all the paragraphs and replace with the following paragraphs:*

"If the whole of the Subcontract Works have been taken-over under Sub-Clause 10.2 [*Taking-Over the Subcontract Works*] or Sub-Clause 10.3 [*Taking-Over by the Contractor*], the Contractor shall pay the Subcontractor the first half of the retention money under the Subcontract no later than 14 days after the whole of the Subcontract Works have been taken-over and all minor outstanding work have been completed. If a part of the Subcontract Works has been taken-over under Sub-Clause 10.2 [*Taking-*

*Over the Subcontract Works]* or Sub-Clause 10.3 [*Taking-Over by the Contractor*], the Contractor shall pay the Subcontractor a proportion of the retention money under the Subcontract no later than 14 days after that part has been taken-over by the Contractor. This proportion shall be 50% of the proportion calculated by dividing the estimated subcontract value of the part by the estimated final Subcontract Price.

No later than 7 days after expiry of the Subcontract Defects Notification Period, the Contractor shall pay the Subcontractor the remaining portion of the retention money under the Subcontract. However, if any work remains to be executed under Clause 11 [*Defects Liability*], the Contractor shall be entitled to withhold payment of the estimated cost of this work until it has been executed and the Subcontract Performance Certificate issued.”

#### **14.8 Final Subcontract Payment**

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

“Within 7 days after the Subcontractor has finally performed his obligations under the Subcontract, provided that 35 days have expired since submission by the Subcontractor of the Subcontractor’s Final Statement, the Contractor shall pay to the Subcontractor the balance of the Subcontract Price finally due.”

#### **15.3 Payment after Termination of the Main Contract**

*Delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs (beginning with “If the Main Contract has been terminated ...” and ending with “... the Subcontractor shall place the same at the Employer’s disposal.”) and replace with the following:*

“Payment by the Contractor of any of these amounts or Costs shall be due as soon as practicable after termination of the Subcontract.

If Main Contract Clause 19.7 [*Release from Performance under the Law*] applies to the Main Contract or the Main Contract has been terminated under Main Contract Sub-Clause 16.2 [*Termination by Contractor*] or Main Contract Sub-Clause 19.6 [*Optional Termination, Payment and Release*], and the Contractor receives payment from the Employer for any Subcontract Plant and/or materials, then the Subcontract Plant and/or materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Subcontractor shall place the same at the Employer’s disposal.”

#### **15.5 Notice to Correct under the Subcontract**

*Add the following at the end of the 1<sup>st</sup> paragraph:*

“The Notice shall:

- (a) describe the Subcontractor’s failure;
- (b) state the sub-clause and/or provisions of the Contract under which the Subcontractor has the obligation; and
- (c) specify the time within which the Subcontractor 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.

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

#### **17.3 Subcontract Limitation of Liability**

*Add the following additional clause references to the last sentence of the 1<sup>st</sup> paragraph, before the words “under Clause 15 [Termination of the Main Contract and Termination of the Subcontract by the Contractor]” :*

“ as specifically provided for in Sub-Clause 8.7 [*Subcontract Damages for Delay*]; Sub-Clause 17.4 [*Intellectual and Industrial Property Rights*]; and under”

*Add the following new sub-clause:*

#### **“17.4 Intellectual and Industrial Property Rights**

The provisions of Main Contract Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*] shall apply to the Subcontract.”

#### **20.4 Subcontract Disputes**

*Add the following after the 1<sup>st</sup> paragraph:*

“The Notice of Dispute shall be given as soon as practicable, and not later than 21 days after the Party became aware, or should have become aware, of the event or circumstance giving rise to the Dispute. The Notice of Dispute shall refer to the relevant clause(s) in the subcontract agreement. If the Party fails to give notice, he shall have no further right to dispute the event or circumstance, or the part thereof not disputed in the said notice.

Prior to referral of any dispute to the Subcontract DAB in terms of this Sub-Clause, the dispute shall first be referred to the Engineer in writing for its decision, with a copy to the other Party. The Engineer’s decision shall be binding on both Parties unless and until it shall be revised by a Subcontract DAB decision in accordance with Sub-clause 20.6 [*Obtaining Subcontract DAB’s Decision*]. Either Party shall have the right to refer a dispute to the Subcontract DAB after receipt of the Engineer’s decision on the dispute. Provided that, unless either Party shall, within 21 days after his receipt of a decision by the Engineer, refer the dispute to the Subcontract DAB for a decision, he shall have no further right to dispute that decision or the part thereof not disputed in the said notice. “

*Add the following paragraphs before the last paragraph:*

“Where the subject of the Subcontractor dispute is referred to the Main Contract DAB, the Contractor shall use all reasonable endeavours to pursue the dispute on the Contractor’s and the Subcontractor’s behalf and for both the Contractor’s and the Subcontractor’s benefit, and shall regularly keep the Subcontractor informed of the progress of these endeavours. The Contractor shall as soon as practicable but not later than 7 days of its receipt of the Main Contract DAB decision, notify the Subcontractor of this decision. Unless the Subcontractor notifies the Contractor of his dissatisfaction with the Main Contract DAB’s decision within 7 days of his receipt of the Contractor’s notice, this decision shall be deemed to be accepted by the Subcontractor. This decision shall be binding on both Parties to the Subcontract unless and until it shall be revised in an amicable settlement as described in Sub-Clause 20.6 [*Obtaining Subcontract DAB’s Decision*], or an arbitral award in accordance with Sub-Clause 20.7 [*Subcontract Arbitration*].”

#### **20.5 Appointment of the Subcontract DAB**

*Add the following prior to the 1<sup>st</sup> paragraph:*

“Where the subject of the Subcontract dispute is not referred to the Main Contract DAB, and the decision by the Engineer on a dispute made under Sub-clause 20.4 [*Subcontract Disputes*], is referred to the Subcontract DAB, the dispute between the Contractor and the Subcontractor shall be decided by a Subcontract DAB.

Where a Main Contract DAB is appointed under the Main Contract, the Subcontract DAB shall comprise of the members of the Main Contract DAB.”

*Add the following as the 1<sup>st</sup> part of the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph:*

“Where a Main Contract DAB is not appointed under the Main Contract...”

*In the 10<sup>th</sup> line of the 1<sup>st</sup> paragraph, replace “FIDIC” with “SAICE”.*

*In the last sentence of the last paragraph delete the full stop and add the following:*

“and the provisions relating to payment shall not apply hence the Party that referred the dispute to the Subcontract DAB shall be responsible for paying the remuneration of the Subcontract DAB.”

#### **20.6 Obtaining Subcontract DAB’s Decision**

*Add the following after the 1<sup>st</sup> paragraph:*

“The appointed Subcontractor’s DAB shall have the freedom to first mediate between the parties in an effort to settle the dispute by mutual agreement before adjudicating the matter as is provided for in these conditions and give a decision in the dispute that has been referred.”

**20.7 Subcontract Arbitration**

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

“Unless settled amicably, any Subcontractor dispute in respect of which the Main Contract DAB’s decision or Subcontract DAB’s decision (if any) has not become final and binding shall be finally settled by means of Arbitration. The Arbitration shall be conducted under the provision of the South African law as it applies to Arbitration (Act 42 of 1965).”

**ANNEX A: PARTICULARS OF THE MAIN CONTRACT**

<b>PART A (Subcontract Sub-Clause 2.1)</b>		
<b>1.</b>	<b>PARTIES</b>	
	Name and address of Employer:	The South African National Roads Agency SOC Limited (SANRAL) 48 Tambotie Avenue Val De Grace Pretoria, 0184
	Legal form of Employer:	Company
	Name and address of Engineer:	Compiler to insert
	Legal form of Engineer:	Compiler to insert: Company, Partnership, Individual, Proprietorship
	Name and address of Contractor:	Compiler to insert
	Legal form of Contractor:	Compiler to insert: Company, Partnership, Individual, Proprietorship
<b>2.</b>	<b>MAIN CONTRACT COMMENCEMENT DATE</b>	
	Main Contract Commencement Date:	Compiler to insert
<b>3.</b>	<b>TIME FOR COMPLETION</b>	
	Times for Completion under the Main Contract	
	(a) Section Times for Completion:	Compiler to insert description and the Times for Completion of any Section of the Main Works pursuant to the Main Contract Sub-Clause 8.2 [Time for Completion]
	(b) Time for Completion:	Compiler to insert Time for Completion of the Main Works pursuant to the Main Contract Sub-Clause 8.2 [Time for Completion] as well as approved Extension of Time of the Main Contract.
	(c) Programme	Compiler to attach the latest programme and indicate a reference to the programme here
<b>4.</b>	<b>DESCRIPTION OF WORKS UNDER THE MAIN CONTRACT</b>	
	(a) The Site is Located:	Compiler to insert description of location of the Site
	(b) The Main Works Comprise:	Compiler to insert description of the Main Works
<b>5.</b>	<b>CONDITIONS OF THE MAIN CONTRACT</b>	
	The Conditions of the Main Contract consist of the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999, published by the International Federation of Consulting Engineers (FIDIC) together with the Particular Conditions of the Main Contract.	

	The Appendix to Tender of the Main Contract and the Particular Conditions of the Main Contract is attached to this Annex A <i>(Note to Compiler: The Appendix to Tender of the Main Contract and the Particular Conditions of the Main Contract <b>MUST</b> be attached to the Annex A of the successful Subcontractor's Subcontract. See sub-clause 2.1 of FIDIC Conditions of Subcontract, 2011).</i>	
<b>6.</b>	<b>CONFIDENTIAL PARTS OF THE MAIN CONTRACT</b>	
	The following parts of the Main Contract will be confidential between the Employer and the Contractor, and shall not be made available for inspection to the Subcontractor	C2.2 Pricing Schedule (Incorporating SBD3) C2.3 Summary of Pricing Schedule <i>(Note to Compiler: Add to this list as required)</i>
	<b>PART B (Subcontract Sub-Clause 2.2)</b>	
	Exclusions	<i>(Note to Compiler: List as required)</i>

**ANNEX B: SCOPE OF SUBCONTRACT WORKS AND SCHEDULES OF SUBCONTRACT DOCUMENTS**

<b>1.</b>	<b>Scope of Subcontract Works</b>	
	The Scope of Subcontract Works is contained in (or referred to in):	Part C3: Scope of Works Part C4: Site Information
<b>2.</b>	<b>Schedule of Technical documents for the Subcontract Works</b>	
	The Technical documents for the Subcontract Works are contained in (or referred to in):	Part C3: Scope of Works Part C4: Site Information

**ANNEX C: TAKING-OVER BY THE CONTRACTOR AND SUBCONTRACT BILL OF QUANTITIES**

<b>1.</b>	<p><b>Taking-Over by the Contractor (Sub-Clause 10.3)</b></p> <p>Provided completion of the Subcontract Works has been achieved in accordance with sub-clause 10.1 [<i>Completion of Subcontract Works</i>], the Subcontractor may apply by notice to the Contractor for the Contractor to take-over the Subcontract Works. The Contractor shall, within 7 days after receiving the Subcontractor's application:</p> <ul style="list-style-type: none"> <li>(i) Issue a certificate to the Subcontractor verifying the taking-over of the Subcontract Works, and stating the date of such taking-over, or</li> <li>(ii) Reject the application, giving reasons and specifying the work required to be done by the Subcontractor to enable a taking-over certificate to be issued. The Subcontractor shall then complete this work before issuing a further notice under this sub-clause.</li> </ul> <p>If the Contractor fails to either issue a taking-over certificate or to reject the Subcontractor's application within the period of 7 days, and if the Subcontract Works have been completed in accordance with the Subcontract, these works shall be deemed to have been taken-over on the last day of the period of 7 days.</p>
<b>2.</b>	<p><b>Subcontract Bill of Quantities and/or schedule of prices (if any) (Sub-Clause 1.1.18)</b></p> <p>The subcontract Bill of quantities is contained in Part C2 Pricing Data</p>

**ANNEX D: EQUIPMENT, TEMPORARY WORKS, FACILITIES, AND FREE-ISSUE MATERIALS TO BE PROVIDED BY THE CONTRACTOR (Sub-Clauses 4.1, 7.1 & 7.2)**

<b>1. Equipment, Temporary Works, Facilities, and Free-issue Materials</b>	
The Equipment, Temporary Works, Facilities and Free-Issue Materials listed shall be provided by the Contractor to the Subcontractor	<i>(Note to Compiler: List as applicable)</i>
<b>2. Common Use of Facilities</b>	
Access to the work areas within the Site	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's access to the work areas, shared work areas, and requirement for allowance of other contractors within the work areas and use of each facility, where applicable)</i>
Transport of local labour to work areas within the Site	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, for the transport of local labour to work areas within the site. Also indicate arrangement (if any) for transport of local labour to site)</i>
Common camp facilities, including messing, medical, security, safety, recreation, laundry, house-keeping, electricity, water, sewage, waste disposal, and other general camp services	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each facility, where applicable)</i>
<b>3. Use of Temporary Works, Equipment and Facilities by Subcontractor at no charge</b>	
Temporary Works (including Traffic Accommodation)	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each item. If any item is to be provided for the exclusive use of the Subcontractor, this should be expressly stated)</i>
Contractor's Equipment and vehicles	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each item. If any item is to be provided for the exclusive use of the Subcontractor, this should be expressly stated)</i>
Facilities	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each item. If any item is to be provided for the exclusive use of the Subcontractor, this should be expressly stated)</i>
<b>4. Use of Temporary Works, Equipment and Facilities by Subcontractor to be charged</b>	
Temporary Works (including Traffic Accommodation)	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each item. If any item is to be provided for the exclusive use of the Subcontractor, this should be expressly stated)</i>
Contractor's Equipment and vehicles	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each item. If any item is to be provided for the exclusive use of the Subcontractor, this should be expressly stated)</i>
Facilities	<i>(Note to Compiler: Indicate details and arrangements, and terms and conditions, of the Subcontractor's use of each item. If any item is to be provided for the</i>

		<i>exclusive use of the Subcontractor, this should be expressly stated)</i>
<b>5. Free-Issue Materials</b>		
Material 1		<i>(Note to Compiler: Indicate details and arrangements, the place(s) for delivery, and terms and conditions, of the supply of each item of material)</i>
Material 2		
Material 3		

**ANNEX E: INSURANCES (Sub-Clauses 18.1 & 18.2)**

<b>1.</b>	<b>Insurances to be effected and maintained by the Subcontractor</b>	
	The Insurances listed shall be effected and maintained by the Subcontractor	The Subcontractor is to provide his own insurance for his personnel, public liability and relevant plant and equipment. The subcontractor will be covered under the main contract for the Subcontract Works. The subcontractor will also be liable for payment of applicable excess and any additional cost arising from each claim <i>(Note to Compiler: Indicate details of any other required insurances to be effected and maintained by the Subcontractor)</i>
<b>2.</b>	<b>Insurances to be effected and maintained by the Contractor under the Main Contract that relate to the Subcontract Works</b>	
	The Insurances listed shall be effected and maintained by the Contractor	The Contractor is to provide insurance for the Works. <i>(Note to Compiler: Indicate details of any other insurances to be effected and maintained by the Contractor)</i>
<b>3.</b>	<b>Insurances to be effected and maintained by the Employer under the Main Contract that relate to the Subcontract Works</b>	
	The Insurances listed shall be effected and maintained by the Employer	The Employer will not effect or maintain any insurance that relate to the Subcontract Works.

**ANNEX F: SUBCONTRACT PROGRAMME (Sub-Clause 8.3)**

<b>A.</b>	<b>Initial Subcontract Programme</b>	
	Form and detail of the programme	<p>The form and detail of the programme for the execution of the Subcontract Works shall fully comply with the programming and reporting requirements of the Main Contract and, in any case, shall:</p> <p><i>(Note to Compiler: Amend list if required to indicate additional requirements or list the minimum requirements of the programme)</i></p> <ol style="list-style-type: none"> <li>a. be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Subcontract Works;</li> <li>b. use the programming software specified in the Main Contract;</li> <li>c. take due account of the Subcontract Time for Completion;</li> <li>d. identify all relevant activities including those that relate to design, manufacture, procurement, and on Site works;</li> <li>e. show earliest and latest start and finish dates for each work activity;</li> <li>f. identify when and what information, drawings, materials, equipment, facilities, and/or temporary works are required from the Contractor, the Engineer and/or the Employer;</li> <li>g. identify when and what approvals, consents, and/or certificates are required from the Contractor, the Engineer and/or the Employer;</li> <li>h. identify the date(s) and location(s) within the Site that access is required to execute (parts of) the Subcontract Works;</li> <li>i. identify holiday periods;</li> <li>j. identify key delivery dates of Subcontract Plant and materials'</li> <li>k. identify dates by which work will be ready for inspection and/or testing;</li> <li>l. logically link all activities;</li> <li>m. identify where the critical path(s) lie(s);</li> <li>n. identify all float;</li> <li>o. include sufficient flexibility in order to make adequate adjustments to allow for interfacing the Subcontractor's activities with the Contractor and other contractors working on the Site;</li> <li>p. allow for weather conditions which are at the Subcontractor's risk (if any), and other Subcontractor's time risks; and</li> <li>q. be supported by a schedule giving sufficient details of the Subcontractor's resource requirements in terms of manpower, work rates, items of plant, equipment and materials for each work activity to justify the activity duration shown in the programme.</li> </ol>
	Acceptance	<p>The Contractor shall within 14 days of receiving the initial programme respond by either stating that this initial programme complies with the Subcontract, in which case it shall become the Subcontract Programme; or rejecting this initial programme, giving sufficiently detailed and cogent reasons to enable the Subcontractor to revise the initial programme in a timely manner. If the Subcontractor receives no response from the Contractor within 14 days of submitting the initial programme, it shall become the Subcontract Programme.</p> <p>If the Contractor responds stating that the initial programme fails (to the extent stated) to comply with the Subcontract, the Subcontractor shall submit a revised initial programme within 7 days of receipt of the Contractor's response, taking due account of the reasons given by the Contractor. The Contractor shall within 7 days of receiving this revised initial programme, respond by either stating that it complies with the Subcontract in which case it shall become the Subcontract Programme; or stating that the initial programme fails (to the extent stated) to comply with the Subcontract, giving sufficiently detailed and</p>

		cogent reasons to enable the Subcontractor to further revise the initial programme in a timely manner.
<b>B.</b>	<b>Updating the Subcontract Programme</b>	
	Updating	<p>The Subcontract programme shall be updated and submitted to the Contractor no later than 28 days from the date that the Subcontractor's initial programme became the Subcontract Programme and, in any case, within 7 days of the occurrence of any of the following:</p> <p><i>(Note to Compiler: Amend List if required to list instances when an updated programme is required)</i></p> <ol style="list-style-type: none"> <li>a. The Subcontractor changing his method(s) and/or sequencing of work and/or duration of activities and/or allocation of resources;</li> <li>b. Any delay event experienced by the Subcontractor in his execution of the Subcontract Works of whatsoever cause which impacts the critical path or, if there is more than one critical path, any of the critical paths;</li> <li>c. Notification from the Contractor of any delay event which has occurred, or specific probable future events or circumstances, which may adversely affect the Subcontractor's work, increase the Subcontract Price or delay the execution of the Subcontract Works;</li> <li>d. The grant by the Contractor of an extension of the Subcontract Time for Completion;</li> <li>e. Receipt of a Contractor's Instruction regarding the programming and/or sequencing of the Subcontract Works; and</li> <li>f. Receipt of notification from the Contractor that the actual progress of the Subcontract Works is too slow to complete within the Subcontract Time for Completion and/or does not conform to the Subcontract Programme.</li> </ol> <p>The updated programme shall show modifications to the Subcontract Programme necessary to ensure completion of the Subcontract Works within the Subcontract Time for Completion.</p>
	Acceptance	<p>The Contractor shall within 7 days of receiving the updated programme respond by either stating that it complies with the Subcontract, in which case it shall become the Subcontract Programme; or stating that it fails (to the extent stated) to comply with the Subcontract, giving sufficiently detailed and cogent reasons to enable the Subcontractor to revise it in a timely manner. If the Subcontractor receives no response from the Contractor within 7 days of submitting the updated programme, it shall become the Subcontract Programme.</p> <p>If the Contractor responds stating that the updated programme fails (to the extent stated) to comply with the Subcontract, the Subcontractor shall submit a revised updated programme within 7 days of receipt of the Contractor's response, taking due account of the reasons given by the Contractor. The Contractor shall within 7 days of receiving this revised updated programme, respond by either stating that it complies with the Subcontract, in which case it shall become the Subcontract Programme; or stating that it fails (to the extent stated) to comply with the Subcontract, giving sufficiently detailed and cogent reasons to enable the Subcontractor to further revise the updated programme in a timely manner.</p>
	Subcontract duration	<p>Thereafter, for the duration of the Subcontract Works, the Subcontractor shall update the programme and each updated programme shall be subject to the requirements of this Annex. The Subcontractor shall not delay any work whilst awaiting a response from the Contractor in respect of any updated or revised updated Subcontract programme.</p>

C1.36

		<p>Provided that any response by the Contractor in respect of any programme submitted by the Subcontractor that relates to the Subcontract Works shall not be taken as:</p> <ul style="list-style-type: none"><li>i) Conferring any right on the Subcontractor other than those set out in the Subcontract, or</li><li>ii) Any waiver of the Contractor's rights or the Subcontractor's obligations under the Subcontract.</li></ul>
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**C1.2.2 APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE CONTRACTOR**

1. This form is the equivalent of the Appendix to the Subcontractor’s Offer as defined in Sub-Clause 1.1.3 of the FIDIC Conditions of Subcontract, 2011.
2. Subcontract clause numbers (SCI No.) refer to the FIDIC Conditions of Subcontract, 2011. The prefix PCC refers to an amendment or addition in the Particular Conditions of Contract.

SCI No	Item	Data
1.1.4	Contractor	means <b>Compiler to insert name of the Contractor's firm</b>  Physical address: <b>Compiler to insert</b>  Tel: Cell: Email:
1.1.7	Contractor’s Subcontract Representative	..... <b>(Compiler to insert details of the Contracts Manager or his delegated representative, the approved Construction Manager (Contractor's Representative))</b>
<b>(Note to Compiler: complete the following if there are Subcontract Sections)</b> <b>1.1.28</b>	Subcontract section: ..... Subcontract section ..... Subcontract section .....	Time for Completion ..... Time for Completion ..... Time for Completion .....
1.1.31	Subcontract Time for Completion	..... months from the Commencement Date <b>(Compiler to insert number of days or months)</b>
1.4	Subcontract Communications	Communications between the parties shall be from the Subcontractor through to the Contractor.  The addresses for communication with the Contractor shall be:  Contractor: Physical address: <b>(Note to Compiler: insert relevant physical address)</b>  Postal address: <b>(Note to Compiler: insert relevant postal address)</b>  Tel: Cell: Email:
4.2	Subcontract Performance Security	Not applicable for Targeted Enterprise Subcontractors

PCC 6.5	Rates of Wages and Conditions of Labour	<p>The Subcontractor shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III 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 Subcontractor except where a specific industry publishes its own Wage Rates and Conditions of Labour.</p> <p><i>(Note to Compiler: In cases where the works package falls under a specific industry (e.g. Forestry) that publishes its own wage rates and Conditions of Labour, then delete the previous sentence and insert the specific industry wage rates and Conditions of Labour)</i></p>
PCC 6.6	Working Hours	<p>Special non-working days are:</p> <ol style="list-style-type: none"> <li>a) All designated public holidays (including all foreseeable statutory declared election days)</li> <li>(b) The annual shut-down period between December and January</li> <li>(c) Day before Easter Weekend</li> <li>(d) Day of State school term closure and day prior to State school term start</li> <li>(e) Other non-working days and restricted working hours specified in section B1200 in the Main Contract as follows: <ol style="list-style-type: none"> <li>i) <i>(Note to Compiler: Add the restrictions from B1200 of the Main Contract)</i></li> </ol> </li> <li>(f) Sundays</li> <li>(g) Between sunset and sunrise</li> </ol> <p><i>(Note to Compiler: amend the above to correspond with A6.5 of the Main Contract)</i></p>
PCC 8.1	Subcontract Commencement Date	As stated in Clause C1.1.2 Form of Acceptance.
PCC 8.1	Period in which the Subcontract Work is to commence	Within 14 days of the Subcontract Commencement Date
PCC 8.7	Delay Damages	<p>R..... /day</p> <p><i>(Note to Compiler: Insert an amount per day that can not exceed either the Main Contract Daily Delay Damage amount or the Subcontract Maximum amount of Delay Damages)</i></p>
PCC 8.7	Maximum amount of Delay Damages	Up to 10% of the Accepted Subcontract Price
PCC 11.2	Subcontract Defects Notification Period	<p><i>(Note to Compiler: Insert an appropriate period for the type of work and risk of defects over time but not exceeding 12 months, utilising the following guide:</i></p> <p><i>12 months – For High risk and high value subcontracts</i></p> <p><i>6 months – As a general norm</i></p> <p><i>3 months – For CE1, 2 and and 3s)</i></p> <p><i>_____ months.</i></p>
13.5	Subcontract Adjustments for Changes in Cost	Statistical Releases published by Statistics South Africa

TABLE OF ADJUSTMENT DATA				
Coefficient	Resource	Definition	Publication	Table
x = 0,15	Fixed			
a = .....	Labour (L)	“Labour Index” shall be the price index for “Consumer Price Index” for the ..... (Note to Compiler: Insert Province) Province	P0141	A
b = .....	Equipment (E)	“Equipment Index” shall be the price index for “Plant and Equipment”	P0151.1	4
c = .....	Material (M)	“Materials Index” shall be the price index for the “Civil Engineering Material” product ....., (Note to Compiler: Insert most appropriate product, for type of work i.e.: “Roads, General (excl. Bitumen)” for projects that are both road and structures intensive, “Roads, Refurbishment (Excl. Bitumen)” for projects that are road intensive, “Structures (Excl. Bitumen)” for all structures intensive projects. For electrical work add the following: “Materials Index” shall be the price index for the “Electrical engineering” product)	P0151.1	6
d = .....	Fuel (F)	“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”	P0142.1	1
<p>“Ln”, “En””, “Mn” and “Fn” are the current cost indices for period “n”, each of which is applicable to the relevant tabulated cost element on a date 49 days prior to the last day of the period to which the interim Subcontract Payment or final Subcontract Payment relates</p> <p>“Lo”, “Eo”, “Mo” and “Fo” are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Subcontract Base Date (the date 28 days prior to the latest date for submission of the Subcontractor’s Offer).</p> <p>(Note to Compiler: The coefficients a, b, c, and d is to be the same as the coefficients of the Main Contract – any proposed changes to be confirmed with the Employer)</p>				
14.2	Total Subcontract Advance Payment	.....% of Accepted Subcontract Price (Note to Compiler: Indicate percentage if applicable else indicate 0%)		
14.2	Number, Timing and proportions of instalments of advance payment	(Note to Compiler: Indicate details of advance payment installments if applicable else indicate Not Applicable)		
PCC 14.6	Percentage of Retention	5% of the Value of Completed Work		
PCC 14.6	Limit of Retention Money	5% of the Subcontract Price		

14.11	Subcontract Currencies of Payment	South African Rand (ZAR)
PCC 20.5	Appointment of the Subcontract DAB	<p>Where a Main Contract DAB is appointed under the Main Contract, the Subcontract DAB shall comprise of the same members of the Main Contract DAB.</p> <p>Where a Main Contract DAB is not appointed under the Main Contract, the Subcontract DAB shall comprise of 1 (one) member only who shall comply with the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• Pr.Eng or Pr. Tech Eng (with civil engineering background) or be on the latest SAICE President's list of alternative dispute resolution professionals; and</li> <li>• More than 15 years' experience in the type of construction involved in the Works – Roads &amp; Bridges; and</li> <li>• Formal qualification in adjudication, arbitration and/or experience in mediation; and</li> <li>• Experience in Dispute Resolution as per the FIDIC Conditions of Contract.</li> </ul>

**C1.2.3 APPENDIX TO TENDER: CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER**

**Note to Tenderer:**

**This form is the equivalent of the Appendix to the Subcontractor’s Offer as defined in Sub-Clause 1.1.3 of the FIDIC Conditions of Subcontract, 2011**

**1. FIDIC CONDITIONS OF SUBCONTRACT**

**1.a Clause 1.1.34: Subcontractor**

The subcontractor is: .....

**1.b Clause 1.4: Subcontract Communications**

Communications to the Subcontractor shall be delivered, sent or transmitted to the following:

Physical address: .....  
.....  
.....

Telephone: .....

Facsimile: .....

E-mail: .....

**1.c Clause 1.1.39: Subcontractor’s Representatives**

The authorized and designated representative of the Subcontractor is:

Name: .....

SIGNED BY TENDERER: .....

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## **PART C2: PRICING DATA**

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**PART C2 PRICING DATA**

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C2.3	SUMMARY OF PRICING SCHEDULE .....	C2.6

**C2.1 PRICING INSTRUCTIONS**

- C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications as amended in the Scope of Works.
- C2.1.2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are detailed in the Standard Specifications.
- C2.1.3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- |           |  |
|-----------|--|
| Unit:     | The unit of measurement for each item of work as defined in the Standard Specifications or the Scope of Works. |
| Quantity: | The number of units of work for each item.   |
| Rate:     | The payment per unit of work for which the Subcontractor tenders to do the work.                               |
| Amount:   | The product of the quantity and the rate tendered for an item.   |
- 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 Bill 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 Bill of Quantities are fully inclusive prices for the work described under the items, and include all duties, taxes (except Value Added Tax) and other levies payable by the Subcontractor. 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, 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.
- 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 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. 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 Bill of Quantities 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 Bill of Quantities.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Bill of Quantities 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 Bill of Quantities 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 item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications.

## C2.4

- C2.1.13 If the pricing schedule is provided electronically in excel format and in hard copy or pdf **(Note to Compiler: Remove as applicable)**, in the event of any discrepancy between the signed printed hard copy or pdf copy, and the electronically submitted copy in excel, the tender rates in the signed hard copy or pdf copy will govern **(Note to Compiler: Remove as applicable)**. The item numbers and description of the hard copy or 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.

**C2.2 PRICING SCHEDULE (INCORPORATING SBD3) (PROVIDED ON COMPACT DISC)**

*(Note to Compiler: Insert the relevant Schedule of Quantities for the type of Work Package that is to be sub-let according to the Main contract. Note that it is a requirement of the main contract that all subcontract packages is to include pay items for P&G lump sum and time related items. Use the Main Contract Pricing Schedule as a Master list to compile the Pricing Schedule, with individual line items listed in the subcontract to be reflected in the Main contract pricing schedule) (Note to Compiler: Consult with the relevant Engineer)*

**C2.3 SUMMARY OF PRICING SCHEDULE**

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

*(Note to Compiler: Remove or add as applicable)*

	R
SCHEDULE A: ROADWORKS (from page .....)	.....
	R
SCHEDULE B: STRUCTURES (from page .....)	.....
	R
SUBTOTAL	.....
	R
VALUE ADDED TAX @ 15% of Subtotal	.....
<hr/>	
<b>TOTAL CARRIED TO C.1.1.1: FORM OF OFFER</b>	<b>R</b> .....
<hr/>	

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## **PART C3: SCOPE OF WORKS**

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**PART C3 SCOPE OF WORKS**

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**PART C3: SCOPE OF WORKS**

*(Note to Compiler: The below is the minimum requirements to be contained in the document. The Contractor to Insert the relevant information to describe the Scope of work for the type of Work Package that is to be sub-let)*

**C3.1 GENERAL SPECIFICATION****C3.1.1 SCOPE**

This section provides the description of the project and the general requirements for executing the subcontract work. The work required is the *(Note to Compiler: refer only to work applicable to the subcontract)* of the national road (number) Section (number) (from km to km). The total distance is approximately (length) km. *(Note to Compiler: refer only to the portion of the site applicable to the subcontract)*

It is a requirement of the Main Contract for the Contractor to facilitate the Subcontractor development of targeted enterprises as a contract participation goal by means of subcontracting some of the scheduled work section(s) to targeted enterprises as subcontractors.

**C3.1.2 DESCRIPTION OF THE WORKS****C3.1.2.1 Description of site**

- (a) Location of site *(Note to Compiler: refer only to the portion of the site applicable to the subcontract)*

The general locality of the site is indicated on the locality plan bound in the back of this volume.

The term "Site" as defined in the Main Contract in terms of Clause 1.1.6.7 of the FIDIC Conditions of Contract for Construction, 1999 and is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zone areas where accommodation of traffic is placed.
- All borrowpits defined in the applications approved by the relevant Department of Minerals and Energy.
- All haul roads constructed by the Contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The Contractor's and his subcontractors' camp sites

The portion of the site applicable to this subcontract will comprise:

- The section of National Route (number) Section (number) (from km to km). The total distance is approximately (length) km. *(Note to Compiler: add additional descriptions for relevant subcontract e.g. on-ramps and off-ramps forming part of an interchange, as well as overpasses and underpasses within the national road reserve up to the limits of the SANRAL's responsibility whether or not it has direct access off the national road. Excluded are provincial, municipal and private cross roads, which are not accessible from the road reserve of the national road, but the overpass and underpass structures are part of the "Site", The "Site" will also include all road signs within 500 metres of an intersection or interchange, which form part of the road signs layout for the national road. The "Site" will also include land not provided by the SANRAL, where equipment and/or materials for use in the permanent works of the contract can be stored and/or stockpiled with the provision that the land selected for this purpose be approved by the Engineer. The Contractor must make their own arrangements for the use of such land and must obtain written approval from the owner(s) concerned)*

## C3.4

### (b) Access to the site

Vehicular Access to the site shall be from established interchanges, intersections and approved accesses.

*(Note to Compiler: In the event that the Contractor will make any part of the site available exclusively to the Subcontractor, then those parts of the site and the periods of exclusive access to be detailed here as per amended Conditions of Contract 3.2)*

### C3.1.2.2 Nature of Subcontract work

The description of the project contained in this section is merely an outline of the Subcontract works and shall not limit the work to be carried out by the Subcontractor under this Subcontract. Approximate quantities of each type of work to be carried out in accordance with the Subcontract documents are listed in the Pricing Schedule bound in this volume.

The nature of work to be carried out under this Subcontract includes: *(Note to Compiler: Add/ Remove as is relevant for the Work Package)*

- Erection and maintenance of the Contractor's camp site
- Clearing and grubbing.
- Removal of trees
- Provision of traffic control facilities
- Management of traffic control facilities and traffic safety as part of the accommodation of traffic
- Construction and clearing of drains.
- Installation of prefabricated culverts including inlet and outlet structures.
- Concrete channelling and concrete linings for open drains.
- Construction of concrete paving, kerbs and channels
- Construction of small concrete and other structures.
- Construction of concrete walkways
- Pitching, stonework and protection against erosion.
- Construction of gabions.
- Patching and repairing edge breaks
- Erection of guardrails.
- Landscaping.
- Fencing
- Road signs
- Road markings
- Finishing the road and road reserve.
- Site Security Services.
- Haulage of Materials
- Supply of plant
- Supply of fuel
- Construction of concrete pavements
- Laying of asphalt using asphalt pavers
- Structural concrete such as culvert and bridges
- Crushing of materials
- Precast manufacture
- Batch plant erection and operations
- Earthworks, Layerworks construction
- Structural steel fabrication, erection

### C3.1.3 DRAWINGS

The drawings issued in electronic format on a CD as part of the tender documents, shall be used for tender purposes only.

The Subcontractor will be issued with the contract drawings in electronic format on a CD. Any prints which the Subcontractor may require shall be at own cost.

Any information in the possession of the Subcontractor, which the Engineer requires to record as-built information, shall be supplied to the Engineer via the Contractor, before a Taking-Over Certificate will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

#### **C3.1.4 CONSTRUCTION IN CONFINED AREAS**

It may be necessary for the Subcontractor to work within confined areas. Except where provided for in the specifications, no additional payment will be made for work done in such confined areas. In certain instances, the width of the work to be undertaken may decrease to zero and the working space may be confined. The work method in such confined areas will be determined by the Subcontractor's constructional equipment. The Contractor will provide assistance as required.

However, the Subcontractor must note that measurement and payment will only be made in accordance with the authorised dimensions, irrespective of the method used for achieving these dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

#### **C3.1.5 SUBCONTRACTOR'S CAMP SITE**

The Subcontractor shall provide a suitable site for his camp. However, the Contractor will provide shared facilities as detailed in Annex D of the Contract Data of the Conditions of Subcontract.

#### **C3.1.6 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES**

In addition to the requirements specified in the Standard Specifications, the Subcontractor shall adhere to the following requirements.

*(Note to Compiler: Only add/remove items listed as is relevant to the Work Package)*

##### **C3.1.6.1 Accommodation of traffic**

The Contractor will provide Traffic Accommodation as detailed in Annex D of the Contract Data of the Conditions of Subcontract .

##### **C3.1.6.2 Environmental requirements**

The Subcontractor shall perform his activities in accordance with the best industry practices, and the project documents to prevent and mitigate environmental impacts caused by construction activities associated with the project.

The Subcontractor shall attend all induction training sessions of the Contractor and adhere to the instructions of the Contractor's appointed DEO.

In addition, 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 Contractor for their removal. Trees and shrubs inadvertently destroyed by the Subcontractor shall be replaced with the equivalent at the Subcontractor'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 Contractor. Bituminous binders shall not be disposed of on the Site but shall be returned to the supplier for disposal.

*(Note to Compiler: Dependent on type of subcontract work, either add additional requirements from the EMPr or attach and refer to the EMPr of the Main Contract)*

### **C3.1.6.3 Dayworks**

Sub-clause 13.6 of the FIDIC Conditions of Subcontract for Construction, 2011, refers.

The Subcontractor 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 Contractor on behalf of his Subcontractors, shall maintain a hard cover duplicate book on site for the purposes of recording daywork. The Contractor shall record the total time claimed under each relevant item of the Bill of Quantities and the applicable instruction of the Engineer and shall ensure that the total times claimed are agreed and signed daily by the Engineer's representative on site.

The Subcontractor shall not claim daywork for any work for which an applicable rate has been tendered or agreed to in writing by the Engineer.

The cost of materials used and paid for by the Contractor or his Subcontractors, as authorised by the Engineer, shall be reimbursed at net cost, exclusive of Value Added Tax, plus the percentage as tendered for the contractor's overhead charges and profit.

In the event where no allowance has been made for a specific item in the Pricing Schedule, the Engineer may order daywork according to sub-clause 13.6 of the FIDIC Conditions of Subcontract for Construction, 2011.

### **C3.1.7 ALLOWANCE FOR OTHER CONTRACTORS AND ACCOMMODATION OF OTHER CONTRACTS**

Access to work areas and requirement for allowance of other contractors within the work areas is detailed in Annex D of the contract Data of the Conditions of Subcontract.

### **C3.1.8 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES**

This clause covers matters relating to the programme of work, restriction on certain activities, completion and responding time of specified activities, and compliance with the specifications.

#### **C3.1.8.1 Programme**

The Time for Completion of the Works is specified in the Appendix to the Subcontractor's Offer.

The requirements of the Subcontract programme are specified in Annex F of the Contract Data of the Conditions of Subcontract.

The Contractor will determine the extent and frequency of the work to be executed in terms of the subcontract, as certain activities are dependent upon the climatic conditions encountered during the period of the subcontract and on progress of the Contractor or other subcontractors.

The frequency and commencement period of some of the key activities, as instructed by the Contractor are scheduled in Table C3.1.8/1.

*(Note to Compiler: Only add/remove items listed as is relevant to the Work Package)*

<b>TABLE C3.1.8/1: FREQUENCY AND COMMENCEMENT PERIOD OF ACTIVITIES</b>		
<b>Activity</b>	<b>Frequency</b>	<b>Start period</b>
Linemarking	<i>(state days and frequency)</i>	

### **C3.1.8.2 Restriction on activities**

Work activities will be restricted on days or hours indicated in clause 6.6 of the Contract Data of the Conditions of Subcontract .and the Subcontractor must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered.

### **C3.1.8.3 Completion time of specified activities**

*(Note to Compiler: Amend as appropriate for type of subcontract e.g. Fix time or multiple establishments as is relevant to the Work Package)*

Generally, the activities covered by this subcontract will be on a continuous basis. However, certain specified activities are considered to be of a non-continuous nature and multiple establishments will be required as instructed by the Contractor. *(Note to Compiler: These establishments and the number thereof should be reflected in the pricing schedule)*

### **C3.1.9 OCCUPATIONAL HEALTH AND SAFETY**

In terms of the Construction Regulation 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the South African National Roads Agency SOC Limited, as the Employer, is required to compile a specification on health and safety for the project. The Contractor will furnish the Subcontractor with the applicable specification and his Health and Safety plan.

*The Method Statement shall be provided by the Contractor / The Method Statement for each activity shall be developed by the Subcontractor. (Note to Compiler: Amend as appropriate)*

### **C3.1.10 INTEGRATED TRANSPORTATION INFORMATION SYSTEM (FOR INFORMATION PURPOSES)**

The Employer has developed a comprehensive information management tool called ITIS (Integrated Transportation Information System) to address all facets of its strategic and tactical planning, design, construction and maintenance of the entire road network. This provides support for the management tasks of the Employer and to allow the personnel to make technical decisions more quickly and efficiently.

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 4.3 or later and IOS 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 then 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 modules applicable and their description are as follows:

- (i) Project Information Module – employment and training data.

The Subcontractor will be required to supply relevant information to the Contractor to enable compliance with his obligations.

### **C3.1.11 CONTRACTOR SUPPORT OF TARGETED ENTERPRISES**

The Contractor shall appoint a dedicated Targeted Enterprise Construction Manager (TE Construction Manager) whose sole responsibility shall be to assist the Contractor with the execution of his responsibilities towards Targeted Enterprises and Target Groups. Amongst others, the TE Construction Manager shall facilitate the training, mentoring, development and support of Targeted Enterprises as per the Contractor's approved Training and Skills Development Programme.

The TE Construction Manager shall have on his team one (1) TE Site Supervisor for every six (6) Targeted Enterprises which are in their respective construction phases and one (1) Senior TE Supervisor for every six (6) TE Site Supervisors.

#### **a) General Obligations**

The Contractor shall, with the assistance of the TE Construction Manager, comply with the following general obligations:

- (i) Assist the Targeted Enterprises in instituting a quality assurance system;
- (ii) Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises;
- (iii) 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
- (iv) Ensure that the Contract Participation Goals (CPG) objectives are achieved.

#### **b) Subcontract Agreements**

The Contractor, shall conclude the subcontract agreements with the Targeted Enterprises. 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 the Main Contract.

- (i) The Targeted Enterprise is entitled to receive the training contemplated in the Main Contract;
- (ii) The Targeted Enterprise is obligated to participate and co-operate in the training provided for in the Main Contract;
- (iii) The allowable sources from which Labour may be drawn is in terms of the Main Contract;
- (iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged is in terms of the Main Contract;

#### **Note:**

To protect Targeted Enterprises' competitive advantage and/or tender strategy, only the main subcontract agreement shall be available to the PLC for acknowledgement and not the pricing structure and/or Schedule of Quantities.

#### **c) Quality of Work and Performance of Targeted Enterprises**

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.

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 non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

- (i) Acceptable standard of work as set out in the specifications;
- (ii) Progress in accordance with the time constraints in the subcontract and the subcontract programme;
- (iii) Punctual and full payment of the workforce and suppliers;
- (iv) Site safety; and
- (v) Accommodation of traffic.

The Contractor shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract 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.

**d) 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 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.

**C3.1.12 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 Construction Manager.

**(a) 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 that the Contractor provide Training, Coaching, Guidance, Mentoring and assistance to the Targeted Labour and Targeted Enterprises, to ensure skills development within the Construction Industry.

**(b) Skills Audit and Analysis**

Prior to developing the Training and Skills Development Programme(s), the Contractor shall conduct a Skills Audit and Analysis of the Subcontractor's employees 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.

**(c) Developing the Training and Skills Development Programme(s)**

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(s).

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(s) 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.

**(d) 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.

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.

**(e) Training 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.

(i) 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:

- a. Minimum credits for qualification;
- b. Fundamental Unit Standards and credit values;
- c. Core Unit Standards and credit values;
- d. Elective Units Standards and credit values;
- e. Assumption that NQF Level 3 literacy, numeracy, and computer competencies exist;
- f. RPL processes;
- g. 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.

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:

- a. NQF Level 3 National Certificate: Construction Roadworks.
- b. NQF Level 4 National Certificate: Supervision of Construction Processes
- c. NQF Level 4 National Certificate: Business Management
- d. NQF Level 5 National Diploma: Management of Civil Engineering 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.

(ii) 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(es). The Training Service Provider shall make provision for (1) baseline assessments, e.g. conducting RPL enquiries and tests, and (2) 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(s) 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.

**C3.2 STANDARD SPECIFICATIONS**

The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this subcontract.

**C3.3. PROJECT SPECIFICATION AMENDING THE STANDARD SPECIFICATIONS**

In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this subcontract are contained in this part of the project specifications. It also contains some additional specifications required for the subcontract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new series, new clause or a new payment item which does not form part of a series, clause or a payment item in the Standard Specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

The following sections contain the relevant project specific changes to the Standard Specifications.

*(Note to Compiler: Add relevant project specification from main contract as applicable to the package as Chapter 1, Chapter 2, Chapter 3 etc as relevant in the next pages. The compiler to obtain the Engineer's approval if Main Contract project specifications or Standard Specifications are amended in this specification.)*

**C3.3.1 COTO CHAPTER 1: GENERAL**

**SECTION 1.1: DEFINITIONS AND TERMS**

.....etc.

**SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**

**PART C: MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>C1.3.1 The contractor's general obligations</b>	
C1.3.1.1 Fixed obligations .....	lump sum
C1.3.1.2 Value-related obligations .....	lump sum
C1.3.1.3 Time-related obligations .....	month

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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 Subcontract 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 Subcontract documents, the latter take precedence.

*(Note to Compiler – extract relevant information from the Main Contract Part C4 and include below to Provide as much scope of work info as possible for subcontractor to clearly understand the project when pricing. The below typical headings are given as example)*

**C4.1 DESCRIPTION OF THE WORKS**

**C4.2 DRAWINGS**

**C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES**

**C4.4 CONSTRUCTION IN CONFINED AREAS**

**C4.5 MANAGEMENT OF THE ENVIRONMENT**

**C4.6 TRAFFIC**

**C4.7 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON**

**C4.8 CLIMATE**

**C4.9 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 2014**

**C4.10 SAFETY PROCEDURES**

**C4.11 OTHER INFORMATION**

**C4.12 APPENDICES**

Appendix 1: Locality Plan

**APPENDIX 1: LOCALITY PLAN**

**Locality Plan of the Site:** *(Note to Compiler: Insert Locality Plan of the Site)*

**SUBCONTRACT NO.  
FOR  
UNDER CONTRACT SANRAL  
FOR THE**

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## **PART C5: ANNEXURES**

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**PART C5: ANNEXURES**

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ANNEXURE 4: FORM A3.3 (SBD8) – DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	C5.6
ANNEXURE 5: FORM A3.4 – REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE .....	C5.7
ANNEXURE 6: FORM A3.5 (SBD6.2) – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS .....	C5.8
ANNEXURE 7: FORM A3.6 – LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C) .....	C5.9
ANNEXURE 8: FORM A6 (SBD2) – CERTIFICATE OF TAX COMPLIANCE .....	C5.10
ANNEXURE 9: FORM A10 – REGISTRATION WITH CIDB .....	C5.11
ANNEXURE 10: FORM A11 (SBD6.1) – TENDERER’S B-BBEE VERIFICATION CERTIFICATE .....	C5.12
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ANNEXURE 12: LETTER OF ACKNOWLEDGEMENT BY SUBCONTRACTOR .....	C5.14
ANNEXURE 13: LETTER OF ACCEPTANCE BY CONTRACTOR .....	C5.15
ANNEXURE 14: SUBCONTRACTOR PERFORMANCE REPORT .....	C5.16

**Note to tenderer:**

**The Annexure will include completed returnable schedules and correspondence which form part of the subcontract.**

**Note to Compiler:**

**When preparing the contract document, include relevant correspondence and omit the "Note to Compiler"**

**ANNEXURE 1: COPIES OF ALL ADDENDA ISSUED**

**ANNEXURE 2: FORM A3.1 (SBD4) - COMPULSORY DECLARATION**

**ANNEXURE 3: FORM A3.2 (SBD9) – CERTIFICATE OF INDEPENDENT TENDER**

**ANNEXURE 4: FORM A3.3 (SBD8) – DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**ANNEXURE 5: FORM A3.4 – REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

**ANNEXURE 6: FORM A3.5 (SBD6.2) – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

**ANNEXURE 7: FORM A3.6 – LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE  
(ANNEXURE C)**

**ANNEXURE 8: FORM A6 (SBD2) – CERTIFICATE OF TAX COMPLIANCE**

**ANNEXURE 9: FORM A10 – REGISTRATION WITH CIDB**

**ANNEXURE 10: FORM A11 (SBD6.1) – TENDERER'S B-BBEE VERIFICATION CERTIFICATE**

**ANNEXURE 11: CORRESPONDENCE RELATING TO PRICING DURING TENDER PERIOD**

**ANNEXURE 12: LETTER OF ACKNOWLEDGEMENT BY SUBCONTRACTOR**

**ANNEXURE 13: LETTER OF ACCEPTANCE BY CONTRACTOR**

**ANNEXURE 14: SUBCONTRACTOR PERFORMANCE REPORT**

*Note to Compiler: Attach the latest version of the Subcontractor Performance Report (EDMS DOC #4841504)*