

ROUTINE ROAD MAINTENANCE (RRM) CLARIFICATION BRIEFING PRESENTATION

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) &
N.003-112-2023/1 (NON-TOLL)**

**FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21
SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17
SECTION 2 (EKURHULENI RRM)**

SANRAL



**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

LIST OF DOCUMENTS

| VOLUME | DESCRIPTION | OBTAINABLE FROM |
|----------|---|---|
| Volume 1 | Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) | CESA P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383 Email: general@cesa.co.za |
| Volume 2 | Standard Specifications for Routine Road Maintenance, April 2019, issued by SANRAL | Available in .pdf by the Employer |
| Volume 3 | Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Project Information is issued by the Employer | issued at tender stage in electronic format |

LIST OF DOCUMENTS (Continue)

| VOLUME | DESCRIPTION | OBTAINABLE FROM |
|----------|--|--|
| Volume 4 | Contract Drawings | Available in .pdf by the Employer |
| Volume 8 | Tender Clarification Information Booklet | Issued at tender stage in electronic format downloaded from the SANRAL website |

TENDER DOCUMENTS

Volume 3 is issued at tender stage in electronic format from a web-based link and contains the following files:

- **The full Project Document in PDF format,**
- **The Returnable Schedules in Word format, and**
- **The Pricing Schedule in Excel format.**

VOLUME 3-COMPOSITION OF TENDER

| T.1 TENDERING PROCEDURES | T.2 RETURNABLE SCHEDULES | C.1 AGREEMENTS AND CONTRACT DATA | C.2 PRICING DATA | C.3 SCOPE OF WORK | C.4 SITE INFORMATION | Part D STAKEHOLDER MANAGEMENT |
|--------------------------------|--|--|---|---|------------------------------------|-------------------------------------|
| T1.1 - Tender Notice | T.2.1 List of Returnable schedules | C.1.1 Forms of Offer and Acceptance | C.2.1 Pricing Instructions | C3.1 Project Description | C4.1 Locality Plan | Stakeholder, |
| T.1.2 - Tender Data | T.2.2 Tender Schedule | C.1.2 Contract Data | C.2.2 Pricing Schedules and bills | C3.2 Particular Specifications | C4.2 General RRM Information | Community Liaison, |
| | | C.1.3 Other Standard Forms | C.2.3 Summary of Pricing Schedules | C3.3 Environmental Management Plan | | Targeted Enterprises |
| | | | | C3.4 Wellness Program | | |
| | | | | C3.5 OHS Specification | | |
| | | | | C3.6 Local Production & Content | | |



Part T1.1: Tender Notice and Invitation to Tender

Part T1.1: Information in Tender Notice

- X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL),
- These projects are in the following areas of the Gauteng Province :
Ekurhuleni Metropolitan and Sedibeng District Municipality
(Lesedi Local Municipality) N3/12, N12/18, N12/19, N17-2, R21/1&2
(Toll)
Ekurhuleni Metropolitan and Sedibeng District Municipality
(Lesedi Local Municipality) N3/11, N3/12 (Non-Toll)
- **Emphasis in meeting eligibility Criteria:**
B-BEE contributor status level
Required CIDB Contractor Grading Designation and CIDB Regulation
- **Tender Closing Date and delivery address:**
Wednesday, 26 April 2023 @ 11:00 at 38 Ida Street
Menlopark



Part T1.2: Tender Data

Conditions of Tender

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 is amended from time to time (see www.cidb.org.za)

Tender Evaluation: T1.2: Tender Data

Clause Number

Eligibility Compliance: CIDB Requirements

C.2.1

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) or 25(7A) of the Construction Industry Development Regulations, for a 8CE class of construction work.

| Category of tender | Upper limits per CIDB Regulation 17 | Employer's allowable margins |
|--------------------|-------------------------------------|---|
| CE 1 | R0.5m | The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted |
| CE 2 | R1.0m | |
| CE 3 | R3.0m | |
| CE 4 | R6.0m | |
| CE 5 | R10.0m | |
| CE 6 | R20.0m | |
| CE 7 | R60.0m | |
| CE 8 | R200.0m | |

(Annual Value = Contract Value / 5 Years)

Tender Evaluation Part T1.2: Tender Data

| Clause Number | Eligibility Compliance-CIDB Requirements |
|---------------|---|
| C.2.1 | <p>The tender will be declared non-responsive if:</p> <ul style="list-style-type: none">- The Tenderer is not registered on CIDB within the required contractor grading and category prior to evaluation of submission (, or- the Tenderer is suspended, or- the Tenderer has not declared interest of application to upgrade the grading |

Tender Evaluation Part T1.2: Tender Data

| Clause Number | Eligibility Compliance: Joint Ventures |
|---------------|---|
| C.2.1 | <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none">— every member of the joint venture is registered with the CIDB;— the lead partner has a contractor grading designation 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— 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. <p>b) Registration on National Treasury Central Supplier database</p> <p>If not registered as verified online at tender closing, the tender will be declared non-responsive.</p> |

Tender Evaluation Part T1.2: Tender Data

| Clause Number | Eligibility Compliance: Local Content-Steel |
|---------------|---|
| C.2.1 a) | Local production and content as mentioned in tender data must be adhered to (Forms A3.5 and A3.6) |

Tender Evaluation Part T1.2: Tender Data

| Clause Number | Compliance with BBEE Eligibility Criteria |
|---------------|--|
| C.2.1 | <p>c) Criteria for preferential procurement</p> <p>Tenderers that have a B-BBEE contributor status level of 1, 2, 3 or 4 and is Generic are eligible to tender.</p> <p>The tenderer shall submit a valid B-BBEE certificate / Sworn Affidavit in compliance with Tender Data C3.5.11.8 as proof of eligibility.</p> <p>The tender will be declared non-responsive:</p> <ul style="list-style-type: none">a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; orb) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; orc) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; ord) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or |

Tender Evaluation Part T1.2: Tender Data

| Clause Number | Compliance with BBEE Eligibility Criteria |
|---------------|--|
| C.2.1 | <p>c) Criteria for preferential procurement</p> <p>e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or</p> <p>f) If the tenderer submits the Scorecard assessment report only; or</p> <p>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</p> <p>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</p> <p>i) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by SANRAL; or</p> <p>j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or</p> <p>k) for a Sworn Affidavit; if</p> <p>i. EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate.</p> <p>or</p> <p>ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate</p> <p>Failure to satisfy the above eligibility criteria is a breach of the Conditions of Tender and as such, will result in a non-eligible tender.</p> |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|---|
| C.2.8 | Request clarifications at least 12 working days before the closing date. |
| C.2.9 | No insurance is provided by the Employer. |
| C.2.10 | Tenderers are required to state the rates and prices in Rand. |
| C.2.13.2 | <p>The following information has to be submitted in printed and bound hard copy and flash drive:</p> <ul style="list-style-type: none">The 1st file in pdf format which contains:<ul style="list-style-type: none">Scanned copy of Form of Offer (pdf)Scanned copies of all returnable schedules and attachments (pdf)Scanned copy of Pricing Schedule (pdf)A 2nd file in Excel formatCompleted pricing schedule <p>The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form D1) as scanned copies, in .pdf format (saved on a flash drive) and printed and bound hard copy.</p> <p>Refer to Addendum 6 of 2022</p> |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|----------------|---|
| C2.16.1 | The tender offer validity period is 180 days. |
| C2.16.2 | Should the tenderer not accept the validity extension or if the tenderer does not withdraw a condition attached to a conditional acceptance, this shall result in a non-responsive tender or the tender is considered to have made an election to exclude itself from the tender process. |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|--|
| C.3.9 | <p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>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 bill of quantities shall govern.</p> <p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none">a) the gross misplacement of the decimal point in any unit rate;b) omissions made in completing the pricing schedule or bills of quantities; orc) arithmetic errors in:<ul style="list-style-type: none">i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; orii) the summation of the prices.d) imbalanced unit rates. |

Part T1.2: Tender Data

**Clause
Number**

Tender Data

C.3.11

Evaluation of tender offers

Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

The following table must be used to calculate the preference points out of 20 or 10 for B-BBEE:

| B-BBEE Status Level of contributor | Number of Points for financial value up to and including | Number of Points for financial value above |
|------------------------------------|--|--|
| | R50 000 000 | R50 000 000 |
| 1 | 20 | 10 |
| 2 | 18 | 9 |
| 3 | 14 | 6 |
| 4 | 12 | 5 |
| 5 | 8 | 4 |
| 6 | 6 | 3 |
| 7 | 4 | 2 |
| 8 | 2 | 1 |
| Non-complaint contributor | 0 | 0 |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|--|
| C.3.11 | <p>Eligibility for B-BEE points is subject to the following conditions:</p> <ol style="list-style-type: none">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; and2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|---|
| C.3.11 | <p>3. The certificate shall:</p> <ul style="list-style-type: none">- 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 |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|---|
| C.3.11 | <p>4. A valid BBEE Certificates shall contain:</p> <ul style="list-style-type: none">- 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 |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|--|
| C.3.11 | <p>5. A valid Sworn Affidavit shall contain:</p> <ul style="list-style-type: none">- Name/s of deponent as they appear in the identity document and the identity number.- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.- Percentage black ownership, black female ownership and whether they fall within a designated group.- Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.- Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year- B-BBEE status level. An enterprise can only have one status level.- Date deponent signed and date of Commissioner of Oath must be the same.- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|---|
| C.3.11 | <p>6. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and</p> <p>7. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) 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>Criteria for breaking deadlock</p> <p>If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.</p> <p>If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.</p> <p>If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.</p> |

Part T1.2: Tender Data

| Clause Number | Tender Data |
|---------------|---|
| C.3.19 | <p>Provide written reasons for actions taken.</p> <p>All requests form tenderers shall be in writing.</p> |



Part T2: Returnable Schedules

Part T2: Returnable Schedules

T.2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

Notes to tenderer:

- 1. Returnable documents have been based on the SANS for Construction Procurement 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, including the information provided by candidates proposed for the specified key positions.**
- 4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under FIDIC Particular Condition 15.2 (g) to terminate the contract.**

Part T2: Returnable Schedules

| FORM | LIST OF RETURNABLE DOCUMENTS | STATUS |
|---------------------|---|----------|
| FORM A1: | CERTIFICATE OF TENDERER'S BRIEFING | |
| FORM A1.1 | CERTIFICATE OF INTENTION TO SUBMIT A TENDER | |
| FORM A2.1: | CERTIFICATE OF AUTHORITY FOR SIGNATORY | |
| FORM A2.2: | DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL | |
| FORM A2.3: | CERTIFICATE OF SINGLE TENDER SUBMISSION | |
| FORM A2.4: | CERTIFICATE OF FRONTING PRACTICES | |
| FORM A2.5: | DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS | |
| FORM A2.6: | CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION | |
| FORM A3.1 (SBD4): | BIDDER'S DISCLOSURE | CONTRACT |
| FORM A3.2 (SBD9): | CERTIFICATE OF INDEPENDENT TENDER | N/A |
| FORM A3.3 (SBD8): | DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES | N/A |
| FORM A3.4: | REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE | CONTRACT |
| FORM A3.5 (SBD6.2): | DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS | CONTRACT |
| FORM A3.6: | LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C) | 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 STATUS | CONTRACT |
| FORM A7: | CERTIFICATE OF INSURANCE COVER | CONTRACT |
| FORM A8: | TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS | |
| FORM A9: | DECLARATION OF TENDERER'S LITIGATION HISTORY | |
| FORM A9.3 | COMPLIANCE WITH LABOUR LEGISLATION DECLARATION | |
| FORM A10: | SCHEDULE OF CURRENT TENDERS | |
| FORM A11: | CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 | CONTRACT |

Part T2: Returnable Schedules (continued ...)

| FORM | LIST OF RETURNABLE DOCUMENTS | STATUS |
|--------------------|---|----------|
| FORM A12: | REGISTRATION WITH CIDB | CONTRACT |
| FORM A13 (SBD6.1): | PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION | CONTRACT |
| FORM A14: | INVITATION TO BID (SBD1) | CONTRACT |
| FORM A15: | DECLARATION OF TENDERER'S FINANCIAL SUBMISSION | CONTRACT |
| FORM B1: | SCHEDULE OF WORK EXPERIENCE | |
| FORM B2: | SCHEDULE OF CONTRACTOR'S EQUIPMENT | |
| FORM B3: | SCHEDULE OF SPECIALIST SUBCONTRACTORS | |
| FORM C1: | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | |
| FORM C2: | SCHEDULE OF SPECIAL MATERIALS | CONTRACT |
| FORM C3: | ORGANISATIONAL STRUCTURE | CONTRACT |
| FORM C4: | KEY PERSONNEL EXPERIENCE - CONTRACTS MANAGER | CONTRACT |
| FORM C5: | KEY PERSONNEL EXPERIENCE - CONTRACTOR'S REPRESENTATIVE | CONTRACT |
| FORM C6: | KEY PERSONNEL EXPERIENCE - CONSTRUCTION HEALTH AND SAFETY OFFICER (CHSO) WITHIN COMPANY | CONTRACT |
| FORM C7: | KEY PERSONNEL EXPERIENCE - TARGETED GROUP DEVELOPMENT COORDINATOR | CONTRACT |
| FORM C8: | KEY PERSONNEL EXPERIENCE – ReGISTERED PERSON WITHIN COMPANY | CONTRACT |
| FORM D5.1 | TENDERERS EXPERIENCE BASED ON COMPLETED PROJECTS | |
| FORM D5.2 | TENDERERS EXPERIENCE ON PROJECTS IN PROGRESS | |
| FORM F1: | SCHEDULE OF TENDER COMPLIANCE | |
| C1.1.1 (SBD7): | FORM OF OFFER | CONTRACT |
| C1.2.3: | CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER | CONTRACT |
| C2.2 (SBD3): | PRICING SCHEDULE | CONTRACT |



Part C1: Agreements and Contract Data

Contract Data

| Clause Number | Contract Data |
|---------------|--|
| C.1.3 | <p>The addresses for communication between the parties shall be:</p> <p>Name: Procurement Officer Tel: 012 426 6200 Fax: 012 348 0883 Email address: procurementNR3@sanral.co.za</p> <p>The addresses for communication between the parties shall be:</p> <p>Employer: <i>Physical address:</i> 38 Ida Street, Menlo Park, Pretoria, 0081</p> <p><i>Postal address:</i> Private Bag X17, Lynnwood Ridge, 0400</p> |

Contract Data

| Clause Number | Contract Data |
|---------------|--|
| 1.1.3.3 | Time of completion 60 months |
| 1.1.3.7 | Defects notification 6 months |
| 6.2 | Rates and Wages and Conditions of Labour The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette N0. 37750) and rates for Wages and Conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and his Subcontractors except where a specific industry publishes its own Wage rates and Conditions of Labour. |
| PC8.1 | Period in which work must commence The execution of the Works shall start on 1 December 2023 |
| 8.7 | Delay Damages As per Table C3.1.9/3 in part C3 per occurrence. |

Contract Data

| Clause Number | Contract Data |
|---------------|--|
| PC14.3(c) | Retention money percentage 5% Limit R150 000 |
| Part D | Target Areas For Targeted Labour: Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality). For Targeted Enterprises: Suppliers of goods and services: South Africa CIDB 1 to 2 contractors: Through the PLC and market analysis relevant target areas will be identified. Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality) CIDB 3 and higher contractors: Through the PLC and market analysis relevant target areas will be identified. Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality). If a sufficient number of contractors are not found in the specified target area, the target area will be expanded to allow sufficient participation to ensure a competitive tender process. |

Contract Data

Clause Number

Contract Data

Part D

Contractor Participation Goals (CPG)

Any portion of the Works subcontracted under this Contract, shall be done in terms of Part D: Stakeholder and Community liaison, and Targeted labour and Targeted Enterprises utilisation and development.

Targeted Enterprises

| | |
|--|--|
| Tendering entity less than 51% black ownership | Min 60% of contract value to be sublet to Targeted Enterprises |
| Tendering entity at least 51% black ownership | Min 50% of contract value to be sublet to Targeted Enterprises |
| Tendering entity at least 51% black women-owned or black youth owned | Min 40% of contract value to be sublet to Targeted Enterprises |

Sub-targets CIDB Level 1 to 2

Minimum of 10% to a maximum 15% of the Contract Value must be advertised for CIDB level 1 to 2 in the Target Area. Maximum package duration 18 months without the option to extend.

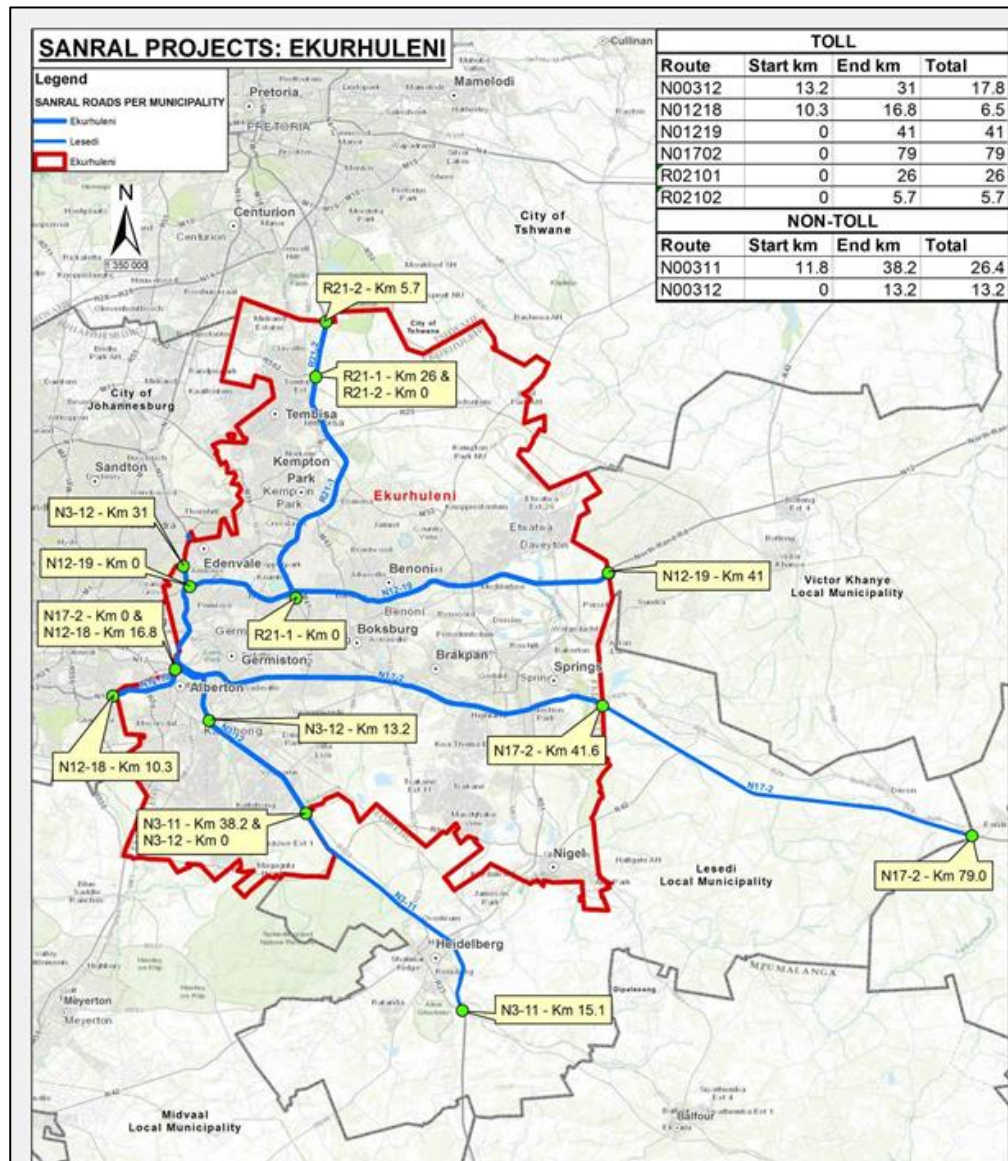
Sub-targets CIDB Level 3 to CIDB 5

Minimum of 25% of Contract Value must be advertised for CIDB level 3 to 5. Maximum package duration 60 months.



Part C3: Scope of Works

LOCALITY PLAN



ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 & N17 SECTION 2 (EKURHULENI FREEWAY RRM)

Scope of Works

EKURHULENI FREEWAY RRM

| NRA X.002-163-2023/1 (TOLL) | | | | |
|---------------------------------|---------|---------|-------|-------------|
| ROUTE | SECTION | FROM km | TO km | LENGTH kms |
| R21 | 1 | 0 | 26 | 26 |
| R21 | 2 | 0 | 5.7 | 5.7 |
| N12 | 18 | 10.3 | 17.2 | 6.9 |
| N12 | 19 | 0 | 41 | 41 |
| N3 | 12 | 13.2 | 31 | 17.8 |
| N17 | 2 | 0 | 41.6 | 41.6 |
| N17 | 2 | 41.6 | 79 | 37.4 |
| | | | | 176 |
| NRA N.003-112-2023/1 (NON-TOLL) | | | | |
| ROUTE | SECTION | FROM km | TO km | LENGTH kms |
| N3 | 11 | 15.2 | 41.6 | 26.4 |
| N3 | 12 | 0 | 13.2 | 13.2 |
| | | | | 39.6 |

Note: Includes all on-ramps and off-ramps within the national road reserve up to the limits of SANRAL's responsibility. The "site" also includes all road signs within 500m of an intersection or interchange, which form part of the road signs layout for the national road.

Scope of Works

| Clause Number | Scope |
|---------------|---|
| C.3.1.1 | <p data-bbox="262 277 409 325">Scope</p> <p data-bbox="262 358 1904 868">The scope of the routine road maintenance contract is for the contractor to primarily have a management role, as it is a requirement of the contract for the Contractor to facilitate the contractor development of targeted enterprises as a contract participation goal by means of subcontracting majority of the scheduled work to targeted enterprises as subcontractors. The Contractor is required to provide sustainable work opportunities and assistance in the form of financial support for the procurement of goods and services, to targeted enterprises. In addition, the Contractor is required to manage the skills development of targeted enterprises by providing training, coaching, guidance and mentoring.</p> <p data-bbox="262 979 1904 1396">The scope of works shall furthermore include all routine maintenance activities on SANRAL owned properties within the City of Ekurhuleni, pavement assessments and maintenance of the Heidelberg TCC (including the satellite station on the R23) as well as the Gosforth Mainline & Ramp plazas, Dalpark & Denne Ramp Plazas. On the N3-11 at km11.2 the routine road maintenance on the weighbridge and the two satellite stations are included in this scope of work. Maintenance work shall include all RRM activities and gantries, but exclude building and electrical equipment maintenance at the TCC and satellite stations.</p> |

Scope of Works

| Clause Number | Scope |
|---------------|--|
| C.3.1.1 | <p data-bbox="260 285 415 335">Scope</p> <p data-bbox="260 364 1748 478">The Main Contractor shall perform all the functions as itemised in the Bill of Quantities as follows:</p> <p data-bbox="260 535 1864 706">All items under Part A of the Bill of Quantities will be the sole responsibility of the main contractor for the full 60 months contract duration. Items under Part A will not be sublet.</p> <p data-bbox="260 714 1903 1335">All quantities allowed for under Part B of the Bill of Quantities is for the initial 6 months of the contract. The initial 6 months duration is to afford the contractor time to procure the services of subcontractors as set out in Part D of this document to obtain the required CPG targets. After the initial 6 month period, or earlier, the Contractor will sublet all the items under these sections and will not have the opportunity to perform any of these functions unless instructed by the Engineer (this excludes SERIES M1000: PAVEMENT MAINTENANCE). A Provisional Sum has been allowed for in Part C of the Bill of Quantities to make allowance for all subcontracting. The penalty clause under Subclause 8.7 of the Contract Data will apply should the contractor not have his subcontractors appointed to perform these functions after the 6 month period.</p> |

Scope of Works

| Clause Number | Scope of Work |
|---------------|---|
| C.3.1.1 | <p>Scope (Continue)</p> <p>SERIES M1000: PAVEMENT MAINTENANCE can be performed by the Main Contractor for any duration of the contract or sublet in terms of Part D. This allowance should be monitored in order to still achieve the required CPG targets of the contract.</p> <p>Part C of the Bill of Quantities makes allowance to cover all expenditure towards the subletting to Targeted Enterprises. All subcontracting will be in accordance with Part D of this document.</p> <p>Attention is drawn to clause 4.4 of the Particular Conditions of Contract which states “The procurement and appointment of all subcontractors shall follow the process as stipulated in Part D: Stakeholder and community liaison, and targeted labour and targeted Enterprises utilisation and development. No subcontracting outside this process will be allowed.”</p> |

Scope of Works

| Clause Number | Scope of Work |
|---------------|---|
| C.3.1.2.2 | <p><u>Nature of the work</u></p> <p>The nature of work to be carried out under this contract includes:</p> <ul style="list-style-type: none">• Establishment of camps on site• Inspection of the road, structures, waterways, cutting/fill slopes and night inspections• Accommodation of traffic• Pavement layers repairs• Crack sealing and patching of asphalt pavements• Repair edge breaks and edge drops• Gravel shoulder repairs• Repair of slope failures and washaways• Stabilisation of slopes• Construction of drainage works to combat erosion• Cleaning of all drainage structures, including removal of grass and debris from grids, as well as clearing bridge drainage ports and scuppers• Repairing damaged fencing• Clearing refuse from the road reserve, lay-byes and interchanges• Repairing damaged road signs |

Scope of Works

| Clause Number | Scope of Work |
|---------------|--|
| C.3.1.2.2 | <p data-bbox="260 285 850 328"><u>Nature of the work (Continue)</u></p> <p data-bbox="260 399 1545 442">The nature of work to be carried out under this contract includes:</p> <ul data-bbox="260 456 1777 1242" style="list-style-type: none"><li data-bbox="260 456 753 499">• Cleaning of road signs<li data-bbox="260 514 1139 556">• Installation and replacement of roadstuds<li data-bbox="260 571 1236 614">• Repairing damaged guardrails and balustrades<li data-bbox="260 628 598 671">• Road marking<li data-bbox="260 685 1777 785">• Regular mowing of grass in the road reserve including the median and the removal of grass cuttings<li data-bbox="260 799 1526 842">• Application of herbicide on road edges and around road signs<li data-bbox="260 856 1313 899">• Eradication of weeds and undesirable plant growth<li data-bbox="260 913 1526 956">• Burning or cutting of firebreaks and assistance with veld fires<li data-bbox="260 971 966 1013">• Maintenance of trees and shrubs<li data-bbox="260 1028 946 1071">• Supply and spreading of topsoil<li data-bbox="260 1085 753 1128">• Emergency assistance<li data-bbox="260 1142 1178 1185">• Removal of wrecks and abandoned vehicles<li data-bbox="260 1199 1101 1242">• Minor road works done under daywork |

Scope of Works

**Clause
Number**

Scope of Work

C.3.1.9.1

Programme

The frequency and commencement period of some of the key activities, some of which are only on the instruction of the Engineer, are scheduled in Table C3.1.9/1

| Activity | Frequency | Start period |
|--|---|--------------|
| M0400: Route patrol | Three Times per day (8-hour cycles) | Dec-23 |
| M1200: Repair of potholes, edge breaks and surface failures | As and when required | Dec-23 |
| M2300: Cleaning of waterway structures | Monthly | Dec-23 |
| M2400: Cleaning of prefabricated culverts | Monthly | Dec-23 |
| M2500: Cleaning of concrete drains with mechanical vacuum sweepers | Once every two weeks | Dec-23 |
| M2700: Edge build-up removal | Monthly | Dec-23 |
| M3200: Collection and removal of debris and litter | Once per week or as specified in standard specification | Dec-23 |
| M6100: Controlling vegetation growth 1. Performance Base Vegetation control | Monthly | Dec-23 |

Scope of Works

| Clause Number | Scope of Work |
|---------------|---------------|
|---------------|---------------|

C.3.1.9.2

Restrictions on Maintenance Activities

Certain maintenance activities will be restricted on days with increased traffic flows. These days will be, for example, the day of school closure, over long weekends and public holidays. The Contractor must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered.

Normal routine maintenance involving lane closures (except in the event of emergency normalisation) shall be restricted on the days and for the periods stated in Table C3.1.9/2.

| Day(s) | Activity to be restricted | Period of restriction |
|---------------------------------------|--|--|
| School closures in (Gauteng Province) | Lane closures, except in the event of emergency normalisation | From 12:00 on the day of closure until 07:00 on the following day |
| Easter weekend | Lane closures, except in the event of emergency normalisation | From 12:00 on Thursday until 07:00 on Tuesday |
| Long weekends and public holidays | Lane closures, except in the event of emergency normalisation | From 12:00 on the day preceding commencement of long weekend or public holiday until 07:00 on the day following the long weekend or public holiday |
| 13 to 17 December and 2 to 8 January | Lane closures, except in the event of emergency normalisation | From 00:00 on the commencement date of the restriction until 24:00 on the last date of the restriction |
| Weekdays | Lane closures on the R21-1, R21-2, N12-19 km0.0-28.0), N12-18 km10.3 to km17.4, N3-12 km0.0 to km31.0 except in the event of emergency normalisation | Weekdays before 20:00 and after 05:00 |
| Weekdays | Lane closures on the remainder of the sections that will be N12-19 km28.0 to 41.0, N3-11 km15.1 to 41.6 and N17-2 km0.0 to 79.0 (stop and go on the single carriageway km41.6 to km79.0 when required), except in the event of emergency normalisation | Weekdays before 09:00 and after 15:00 |
| Fridays, Saturdays and Sundays | Lane closures on All Sections except in the event of emergency normalisation | Friday and Saturday as designated by the Engineer |

Scope of Works

| Clause Number | Scope of Work |
|-----------------|--|
| C.3.1.16 | <p data-bbox="262 268 1180 311">Integrated Transportation Information System</p> <p data-bbox="262 382 1885 711">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.</p> <p data-bbox="262 782 1827 996">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:</p> <p data-bbox="262 1011 1750 1110">ITIS Web – Web enabled portal providing online access to various functions, workflows and reports.</p> <p data-bbox="262 1125 1895 1225">ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.</p> <p data-bbox="262 1239 1875 1396">ITIS Mobile – Application (Android 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.</p> |

Scope of Works

| Clause Number | Scope of Work |
|-----------------|--|
| C.3.1.16 | <p data-bbox="262 319 1402 366">Integrated Transportation Information System (Continue)</p> <p data-bbox="262 434 1779 701">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 to routine road maintenance and their description are as follows:</p> <ul data-bbox="262 719 1727 986" style="list-style-type: none"><li data-bbox="262 719 1161 766">Contract Module – management of contracts;<li data-bbox="262 776 1727 876">Routine Road Maintenance Module - issuing of job instructions (estimates, photographs and workflows) and preparing the payment certificate;<li data-bbox="262 891 1302 938">Incident Module – recording of incidents on site; and<li data-bbox="262 948 1464 995">Project Information Module – employment and training data. <p data-bbox="262 1062 1688 1219">User manuals for the various functions can be downloaded from <a data-bbox="262 1119 1688 1166" href="https://itisnra.co.za/Portal/Myaccount/UserManuals">https://itisnra.co.za/Portal/Myaccount/UserManuals after the successful registration as a Public user.</p> |

Scope of Works

| Clause Number | Scope of Work |
|-------------------|---|
| C.3.1.16.1 | <p data-bbox="272 268 1064 311">Routine Road Maintenance ITIS Module</p> <p data-bbox="272 382 1889 711">The Employer's ITIS module is managed by the Engineer, which records the work done and prepares a payment certificate. The timelines for the various stages of the Interim Payment Certificate from the initial preparation by the Engineer, to the submission by the Engineer to the Employer for payment, will be identified by the Employer, and may vary in certain months due to financial deadlines, or shutdown periods.</p> <p data-bbox="272 782 1006 825">The work flow sequence is as follows:</p> <ol data-bbox="272 839 1889 1339" style="list-style-type: none">Work is identified by the Engineer or Contractor using ITIS mobile application.The Engineer then issues a Job Instruction for the work to be executed, complete with measurement and rates of the work to be executed via the ITIS mobile application.Engineer prepares an interim Job Instruction for the work to be executed.Contractor determines whether he will do the work or allocate the work to an appointed subcontractor using the ITIS mobile application.On arrival at location, the Contractor/subcontractor capture various stages of progress of the works using ITIS mobile application. |

Scope of Works

| Clause Number | Scope of Work |
|-------------------|--|
| C.3.1.16.1 | <p data-bbox="266 339 1916 386">Routine Road Maintenance ITIS Module</p> <ul data-bbox="266 454 1916 1243" style="list-style-type: none"><li data-bbox="266 454 1916 615">vi. On completion of the work, the Contractor provides measurement of the work executed via the ITIS mobile application, which the Engineer checks for quality and measurement acceptance.<li data-bbox="266 625 1916 729">vii. The Engineer signs off the details of the Job Instruction, partially or fully completed, on ITIS module.<li data-bbox="266 739 1916 901">viii. On a measurement date determined by the Engineer the completed Job Instructions shall be included in a payment certificate, the Engineer shall provide a draft payment certificate to the Contractor for checking purposes.<li data-bbox="266 911 1916 1015">ix. The Contractor shall notify the Engineer of any amendments or corrections to the draft payment certificate.<li data-bbox="266 1025 1916 1243">x. The Engineer shall then prepare the Interim Payment Certificate from ITIS module for submission by the Contractor as his Statement in terms of sub-clause 14.3 of the FIDIC Conditions of Contract, for approval by the Engineer and submission to the Employer for payment. |

Scope of Works

| Clause Number | Scope of Work |
|---------------|---------------|
|---------------|---------------|

C.3.1.17.2 Key Personnel Minimum Requirements

| Key person | Contracts advertised for up to 6CE | | Contracts advertised for 7CE or higher | |
|--|--|--|--|--|
| | Minimum technical qualification or registration | Minimum relevant experience (years) ¹ | Minimum technical qualification or registration | Minimum relevant experience (years) ¹ |
| Person within Company | None specified | None specified | PrEng or PrTech with ECSA ² or PrCM with SACPCMP ³ | None specified |
| Contract Manager | None specified | 10 | None specified | 10 |
| Contractor's Representative (Construction Manager - Site Agent) | None specified | 10 | None specified | 10 |
| | National Diploma in Civil Engineering | 5 | National Diploma in Civil Engineering | 7 |
| | NQF 6 in Civil Engineering | 5 | NQF 6 in Civil Engineering | 7 |
| Construction Health and Safety Officer (CHSO) within Company | CHSO with SACPCMP | As required by SACPCMP | CHSO with SACPCMP | As required by SACPCMP |
| Targeted Group Development Coordinator | NQF 5 in Civil Engineering | 10 | NQF 5 in Civil Engineering | 10 |
| Dedicated/Dedicated Environmental Officer (DEO) | NQF 6 Environmental/ Natural Sciences or similar | 2 | NQF 6 Environmental Management/ Natural Sciences or similar | 2 |

Scope of Works

| Clause Number | Scope of Work |
|---------------|--|
| C.3.2 | Particular Specifications Please note the particular specifications and read through them, as there are specific changes that applies to the Gauteng Freeways. |
| C.3.3 | Environmental Management Plan Please take note and familiarise yourself with this section. |
| C.3.4 | Wellness Program Please take note and familiarise yourself with this section. |
| C.3.5 | Occupational Health and Safety Please take note and familiarise yourself with this section. |

Part D

| Clause Number | Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development |
|---------------|---|
| D1001 | <p data-bbox="266 278 386 321">Scope</p> <p data-bbox="266 335 1845 492">This section describes the structured engagement with project Stakeholders and affected Communities. It also guides the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises.</p> <p data-bbox="266 564 1874 721">The scope of the work described in this section shall be based on the Employer's 14 principles for project liaison, sub-contracting and labour sourcing in all SANRAL projects, which are stipulated below:</p> <ol data-bbox="266 735 1883 1406" style="list-style-type: none"><li data-bbox="266 735 1883 892">1. Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.<li data-bbox="266 906 1883 1178">2. SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC.<li data-bbox="266 1192 1883 1292">3. Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.<li data-bbox="266 1306 1883 1406">4. Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC. |

Part D

| Clause Number | Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development |
|---------------|--|
| D1001 | <p data-bbox="266 272 610 322">Scope (Continue)</p> <ol data-bbox="266 329 1904 1408" style="list-style-type: none"><li data-bbox="266 329 1904 494">5. Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of PLC. The final database to be signed off by the PLC.<li data-bbox="266 501 1904 665">6. Setup of database of local labour for the targeted area to be done under the auspices of the PLC. The final list to be signed off by the PLC. An agreed system of labour selection from the database is to be agreed at the PLC.<li data-bbox="266 672 1904 779">7. Handover of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PLC.<li data-bbox="266 786 1904 951">8. Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC.<li data-bbox="266 958 1904 1065">9. Appeals on the tender process to be escalated to SANRAL for an independent review.<li data-bbox="266 1072 1904 1236">10. Capability assessments of contractors and suppliers to be done under auspices of PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage.<li data-bbox="266 1243 1904 1408">11. Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement. |

Part D

| Clause Number | Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development |
|---------------|---|
| D1001 | <p data-bbox="266 301 608 339">Scope (Continue)</p> <p data-bbox="266 358 1914 572">12. Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.</p> <p data-bbox="266 586 1580 625">13. Formal contracting arrangements to be ensured for all projects.</p> <p data-bbox="266 644 1748 743">14. Communication to be streamlined through the PLC and used to manage expectations of local business and communities.</p> <p data-bbox="266 815 1914 1029">These principles are applied to facilitate better project level liaison with local communities and structures. They also serve to ensure communication and transparency in the execution of works and to ensure inclusivity in the allocation of projects to benefit black business and local communities.</p> |

Part D

| Clause Number | Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development |
|---------------|---|
| D1002 | <p data-bbox="266 301 1085 344">(a) Definitions and Applicable Legislation</p> <p data-bbox="266 358 1856 458">Unless inconsistent with the context, in these specifications, the following terms, words or expressions shall have the meanings hereby assigned to them:</p> <p data-bbox="266 529 780 572">iii. <u>Contract Participation</u></p> <p data-bbox="266 644 1866 801">A process by which the Employer implements Government's objectives by setting targets to enhance Targeted Labour and Targeted Enterprises' utilisation and development, which the Contractor shall achieve as a minimum.</p> <p data-bbox="266 872 1002 915">iv. <u>Contract Participation Goal (CPG)</u></p> <p data-bbox="266 986 1644 1086">The monetary value of the targets set by the Employer in the Contract Participation process and stated in the Contract Data.</p> <p data-bbox="266 1158 1161 1200">v. <u>Contract Participation Performance (CPP)</u></p> <p data-bbox="266 1272 1508 1315">The measure of the Contractor's progress in achieving the CPG.</p> |

Part D

| Clause Number | Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development |
|---------------|---|
| D1002 | <p data-bbox="266 299 1313 342">(a) Definitions and Applicable Legislation (Continue)</p> <p data-bbox="266 414 724 456">vi. <u>Designated Group,</u></p> <p data-bbox="266 528 1914 978">Unless otherwise permissible in terms of procurement regulations or the PPPFA, “Designated Group” means: black designated groups; black people; women; people with disabilities; or small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);</p> |

Part D

Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development

D1002

(a) Definitions and Applicable Legislation (Continue)

xvii. Targeted Enterprise

A Targeted Enterprise is an entity to which the Contractor sub-contracts a percentage of the contract value as a condition of contract and which is:

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

In addition, Targeted Enterprises must be:

- a. CIDB registered where applicable;
- b. tax compliant prior to award of the subcontract;
- c. must be a company in which the Main Contractor has no equity/shareholding
- d. COIDA compliant prior to award of the subcontract

Part D

| Clause Number | Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development |
|---------------|--|
| D1005 | <p>Mobilisation Period</p> <p>During the site establishment stage, but prior to the commencement of the Works, the Contractor or its authorised representative, shall become acquainted with the lines of communication and the agreed dispute resolution mechanism between the PMT, PLC, project Stakeholders and affected Communities. The Contractor shall also follow the agreed eligibility criteria, prequalification criteria and tender processes and procedures to employ Targeted Labour and subcontract Targeted Enterprises.</p> <p>The above project Stakeholder and Community engagement shall be executed based on the Employer's social facilitation principles and processes.</p> <p>During the Mobilisation Period, the Contractor shall, where required, execute the duties mentioned.</p> |

Scope of Works (continued ...)

- General Requirements
 - Provision for the management and operation of the **storage facility**



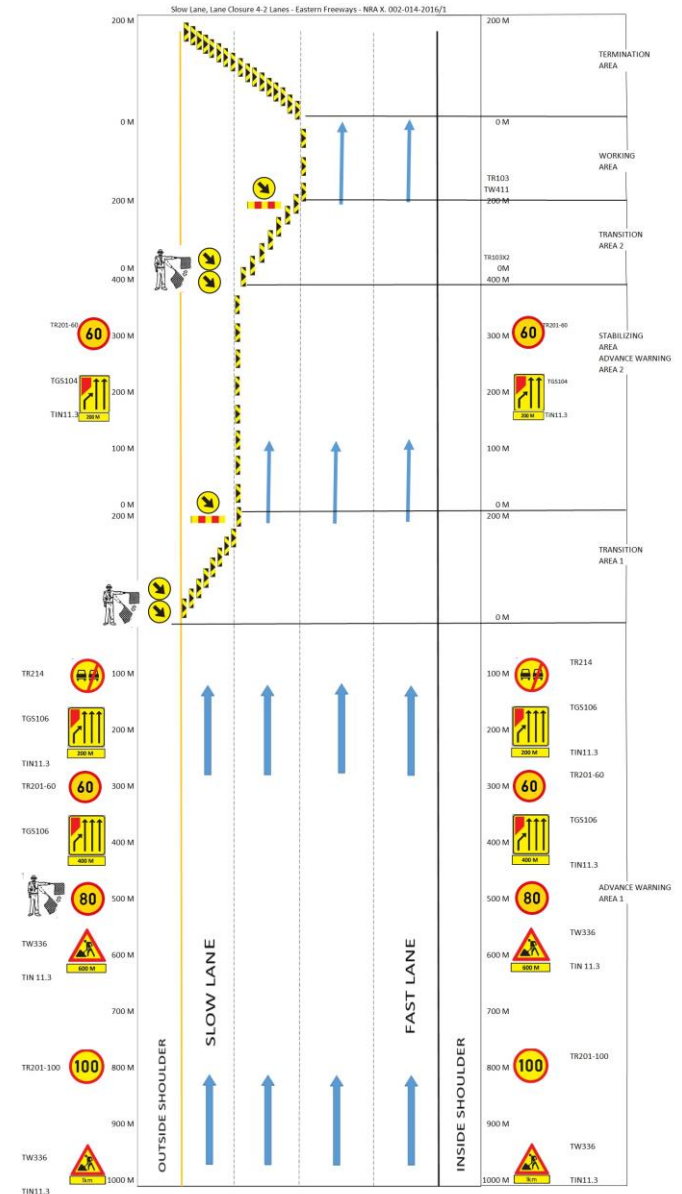
Scope of Works (continued ...)

- Route Patrol



Scope of Works (continued ...)

- Accommodation of Traffic



Scope of Works (continued ...)

- Accommodation of Traffic



Scope of Works (continued ...)

- Pavement Layer Repairs



Scope of Works (continued ...)

- Cleaning of Waterway Structures



Scope of Works (continued ...)

- Removal of Illegal Dumping



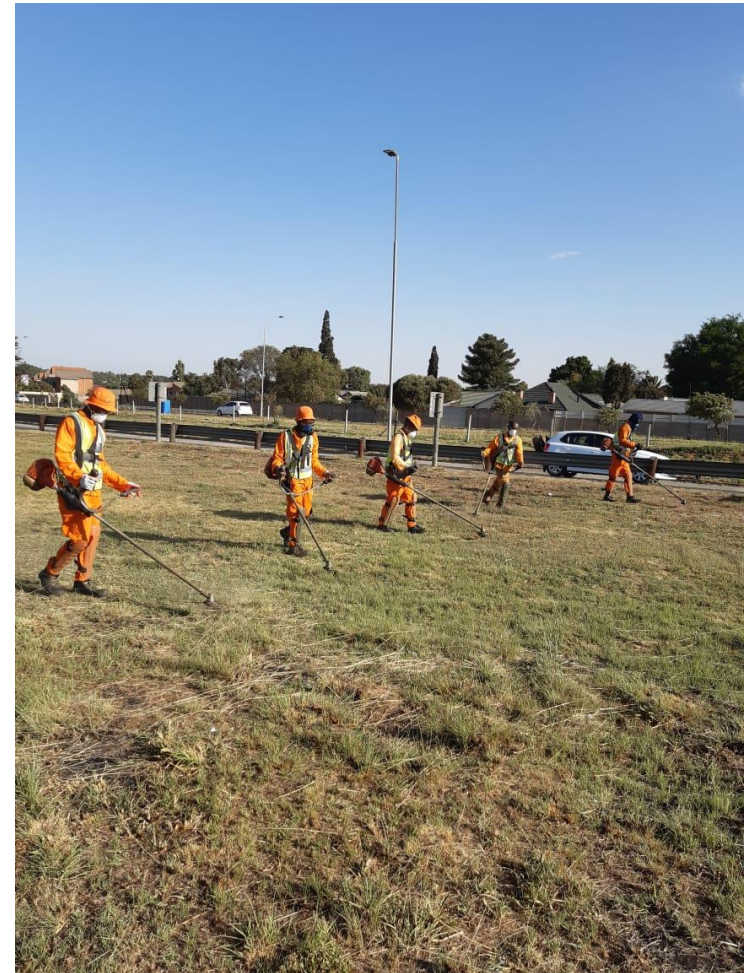
Scope of Works (continued ...)

- Guardrail Erection & Maintenance



Scope of Works (continued ...)

- Mowing and Cutting of Grass



Scope of Works (continued ...)

- Other



Scope of Works (continued ...)

- Other



Pricing Instructions

PRICING INSTRUCTIONS (C2.1)

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule (Bill of Quantities)

| NRA X.002-066-2018/1 | | | | | |
|---|--|----------|----------|--------------|--------------|
| THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROAD R511 SECTION 2 & 3 FROM GAUTENG BORDER TO LIMPOPO BORDER, R512 SECTION 2 & 3 FROM GAUTENG BORDER TO BRITS AND N4 SECTION 12 FROM R512 TO N4 | | | | | |
| Part A | | | | | |
| M0300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | | | | | |
| Number | Item Description | Unit | Quantity | Rate | Amount R |
| M0300 | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | | | | |
| M030.01 | Fixed obligations | L/sum | 1.0 | | 0.00 |
| M030.02 | Value related obligations | L/sum | 1.0 | | 0.00 |
| M030.03 | Time-related obligations | | | | |
| M030.03(a) | General obligations | month | 36.0 | | 0.00 |
| M030.03(b) | Occupational health and safety obligation | month | 36.0 | | 0.00 |
| M030.03(c) | Environmental Obligations | month | 36.0 | | 0.00 |
| M030.03(d) | Reporting Obligations | month | 36.0 | | 0.00 |
| M030.04 | Additional costs for subcontractors | | | | |
| M030.04(a) | Establishment on site and general obligations of subcontractors | Prov sum | 1.0 | 1,000,000.00 | 1,000,000.00 |
| | The Establishment on site and general obligations of subcontractors will be capped at 15% of their tendered amount consisting of items M030.01, M030.02 and M030.03. These items will further have individual upper limits of: • M030.01 - 3.75% of tender amount • M030.02 - 7.50% of tender amount | | | | |
| M030.04(b) | Fluctuation between the main contractor's rates and the tendered rates of the subcontractors | L/sum | 1.0 | | 0.00 |
| M030.05 | Tenders Process for Targeted Enterprises | | | | |
| M030.05(a) | Contractor's charge for the management and execution of the Targeted Enterprise procurement process: | | | | |
| M030.05(a)(i) | Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of | No | 3.0 | | 0.00 |

| NRA X.002-066-2018/1 | | | | | |
|---|---|----------|-----------|------------|------------|
| THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROAD R511 SECTION 2 & 3 FROM GAUTENG BORDER TO LIMPOPO BORDER, R512 SECTION 2 & 3 FROM GAUTENG BORDER TO BRITS AND N4 SECTION 12 FROM R512 TO N4 | | | | | |
| Part B | | | | | |
| M0200: GENERAL REQUIREMENTS AND PROVISIONS | | | | | |
| Number | Item Description | Unit | Quantity | Rate | Amount R |
| M0200 | GENERAL REQUIREMENTS AND PROVISIONS | | | | |
| M020.01 | Information sign boards | | | | |
| M020.01(a) | Type 1 (large) | No | 6.0 | | 0.00 |
| M020.01(b) | Type 2 (small) | No | 10.0 | | 0.00 |
| M020.02 | Compensation to landowners | | | | |
| M020.02(a) | Compensation to landowners | Prov sum | 1.0 | 200,000.00 | 200,000.00 |
| M020.02(b) | The Contractor's overhead charges and profit in respect of sub-item M020.02 (a) above | % | 200,000.0 | | 0.00 |
| M020.03 | Advertising cost | | | | |
| M020.03(a) | Advertising Cost | Prov sum | 1.0 | 60,000.00 | 60,000.00 |
| M020.03(b) | The Contractor's overhead charges and profit in respect of sub-item M020.03 (a) above | % | 60,000.0 | | 0.00 |
| M020.04 | Stakeholder and Community Liaison and Social Facilitation | | | | |
| M020.04(a) | Cost of Liaison, Social Facilitation and PLC Support | Prov sum | 1.0 | 300,000.00 | 300,000.00 |
| M020.04(b) | Handling cost and profit in respect of sub-item M020.04(a) | % | 300,000.0 | | 0.00 |
| M020.05 | Target Group Participation | | | | |
| M020.05(a) | Contract Participation Performance Bonus | Prov sum | 1.0 | 200,000.00 | 200,000.00 |
| M020.06 | Training, coaching, guidance, mentoring and assistance | | | | |
| M020.06(a) | Training Costs: | | | | |



SIGNING OF FORM A1



CLOSING