

ROUTINE ROAD MAINTENANCE (RRM) CLARIFICATION BRIEFING PRESENTATION

**CONTRACT SANRAL NRA X.002-162-2023/1 (TOLL) &
N.017-010-2023/1 (NON-TOLL)**

**FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 1 SECTION
19, N1 SECTION 20, N1 SECTION 21, N3 SECTION 12, N12 SECTION 18 & N17
SECTION 1 (JOHANNESBURG 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

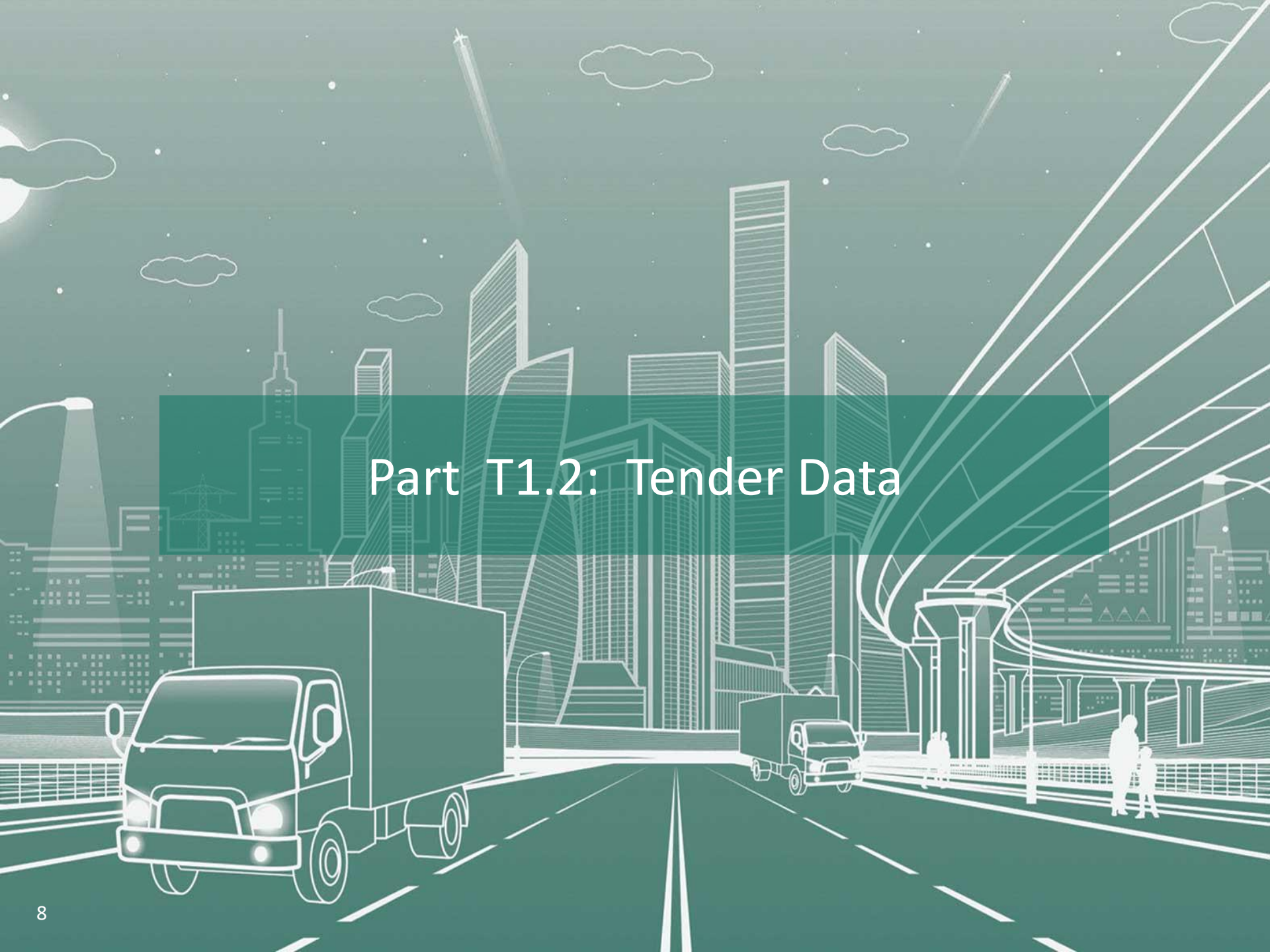
T.1 TENDERING PROCEDURES	T.2 RETURNABLE SCHEDULES	C.1 AGREEMENTS AND CONTRACT DATA	C.2 PRICING DATA	C.3 SCOPE OF WORK	C.4 SITE INFORMATION	Part D STAKEHOLDER MANAGEMENT
T1.1 - Tender Notice	T.2.1 List of Returnable schedules	C.1.1 Forms of Offer and Acceptance	C.2.1 Pricing Instructions	C3.1 Project 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.002-162-2023/1 (TOLL) & N.017-010-2023/1 (NON-TOLL),
- These projects are in the following areas of the Gauteng Province :
City of **Johannesburg** and Sedibeng District Municipality (Emfuleni Local Municipality N1/19, N1/20, N1/21, N3-12, N12/18 (Toll)
City of Johannesburg and Sedibeng District Municipality (Emfuleni Local Municipality N17/1 (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	The tender will be declared non-responsive if: - 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	Joint Ventures are eligible to submit tenders provided that: — 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. b) Registration on National Treasury Central Supplier database If not registered as verified online at tender closing, the tender will be declared non-responsive.

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	c) Criteria for preferential procurement Tenderers that have a B-BBEE contributor status level of 1, 2, 3 or 4 and is Generic are eligible to tender. The tenderer shall submit a valid B-BBEE certificate / Sworn Affidavit in compliance with Tender Data C3.5.11.8 as proof of eligibility. The tender will be declared non-responsive: a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; or c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or d) 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	c) Criteria for preferential procurement e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or f) If the tenderer submits the Scorecard assessment report only; or 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 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 i) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by SANRAL; or j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or k) for a Sworn Affidavit; if i. EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate. or ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate 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.

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	The following information has to be submitted in printed and bound hard copy and flash drive: - The 1st file in pdf format which contains: - 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 format - Completed pricing schedule 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. Refer to Addendum 6 of 2022

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	Arithmetical errors, omissions, discrepancies and imbalanced unit rates 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. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. 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	Eligibility for B-BEE 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 C1; and

Part T1.2: Tender Data

Clause Number	Tender Data
C.3.11	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

Part T1.2: Tender Data

Clause Number	Tender Data
C.3.11	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

Part T1.2: Tender Data

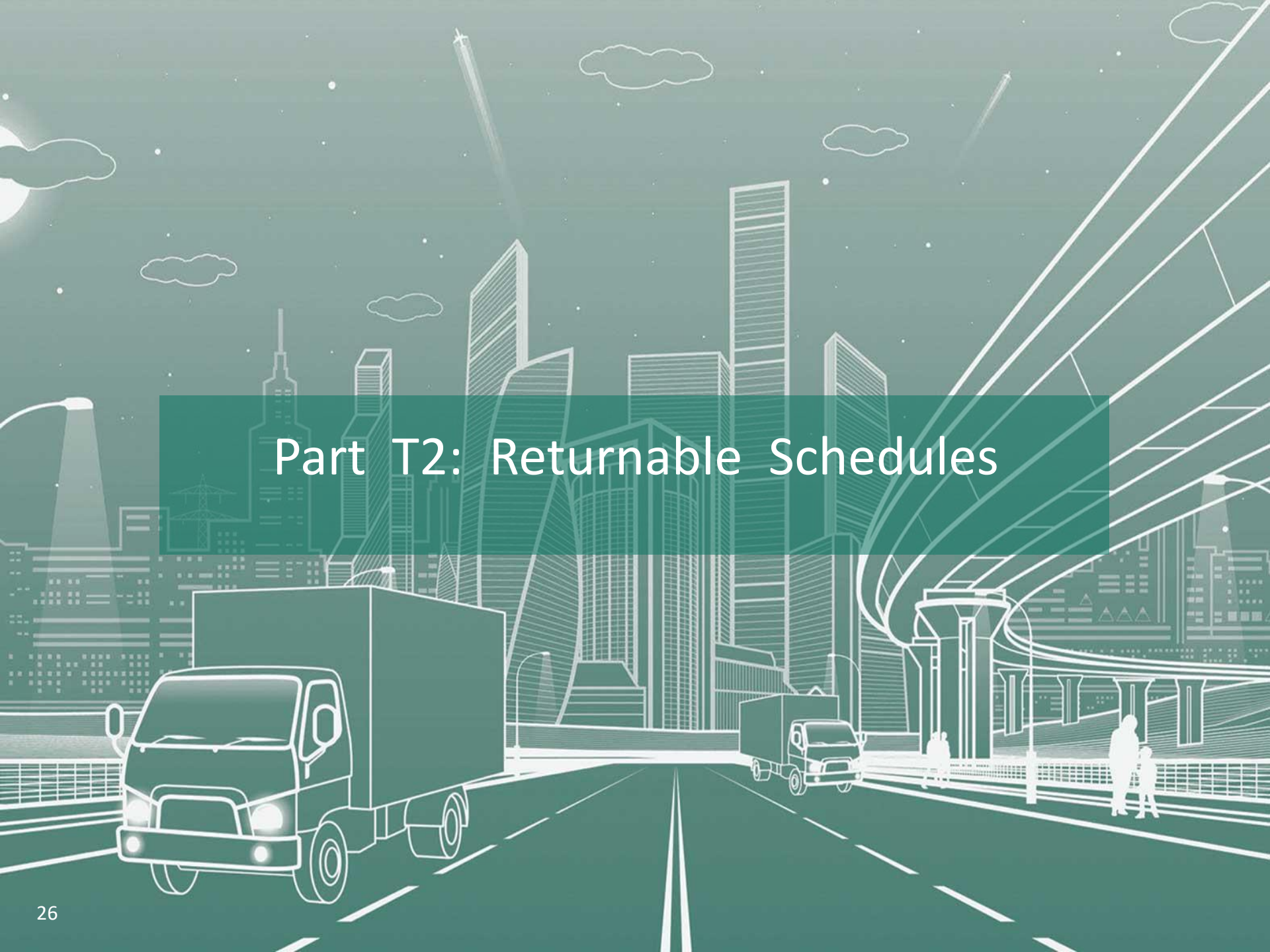
Clause Number	Tender Data
C.3.11	5. A valid Sworn Affidavit shall contain: - Name/s of deponent as they appear in the identity document and the identity number. - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address. - Percentage black ownership, black female ownership and whether they fall within a designated group. - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts. - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year - B-BBEE status level. An enterprise can only have one status level. - Date deponent signed and date of Commissioner of Oath must be the same. - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and

Part T1.2: Tender Data

Clause Number	Tender Data
C.3.11	6. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and 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. Criteria for breaking deadlock 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. 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. 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.

Part T1.2: Tender Data

Clause Number	Tender Data
C.3.19	Provide written reasons for actions taken. All requests form tenderers shall be in writing.



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

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: City of Johannesburg Metropolitan Municipality and Sedibeng District Municipality (Emfuleni 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. City of Johannesburg Metropolitan Municipality and Sedibeng District Municipality (Emfuleni Local Municipality). CIDB 3 and higher contractors: Through the PLC and market analysis relevant target areas will be identified. City of Johannesburg Metropolitan Municipality and Sedibeng District Municipality (Emfuleni 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

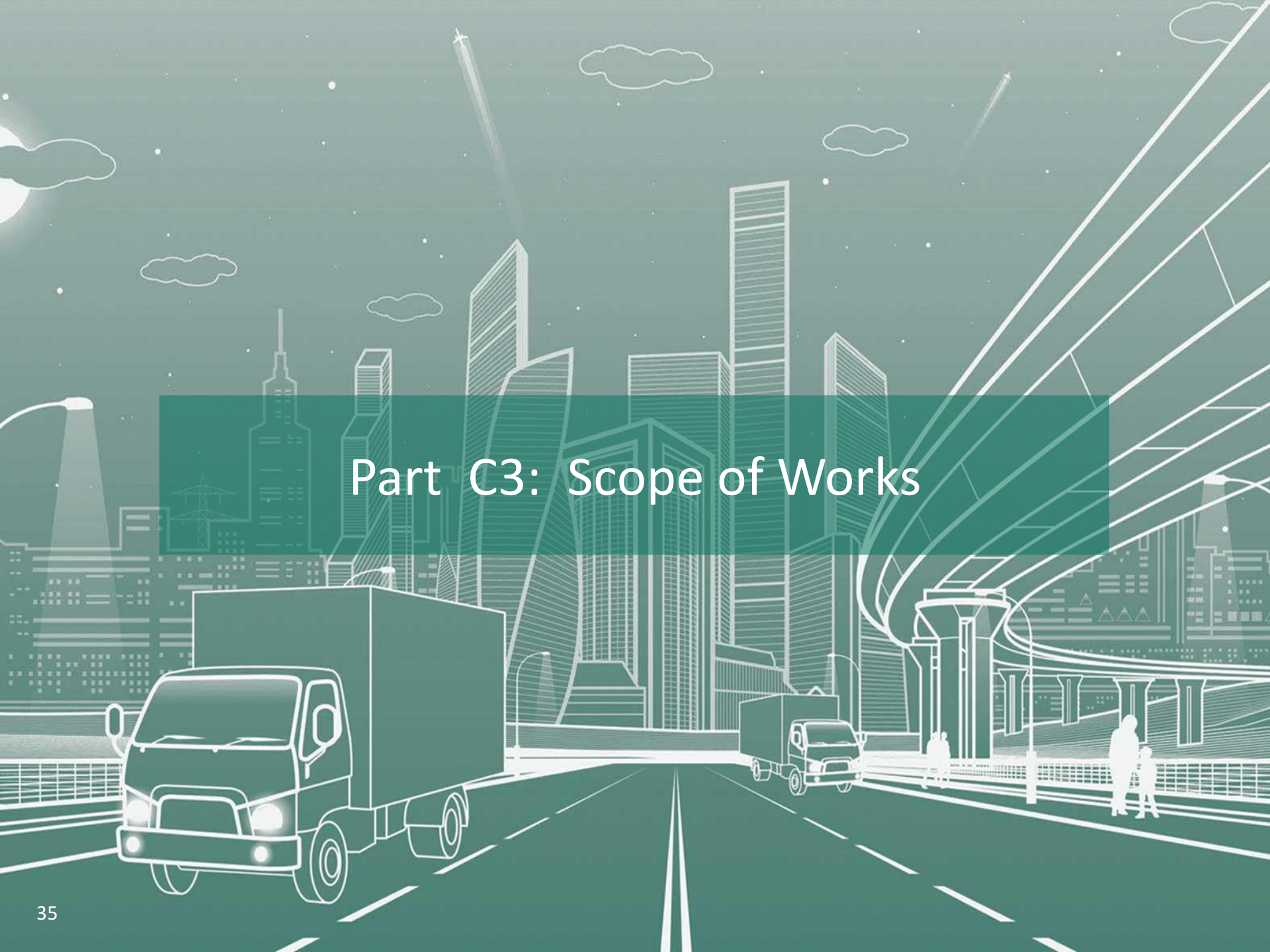
Tendering entity less than 51% black ownership	Min 60% of contract value to be sublet to Targeted Enterprises
Tendering entity at least 51% black ownership	Min 50% of contract value to be sublet to Targeted Enterprises
Tendering entity at least 51% black women-owned or black youth owned	Min 40% of contract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

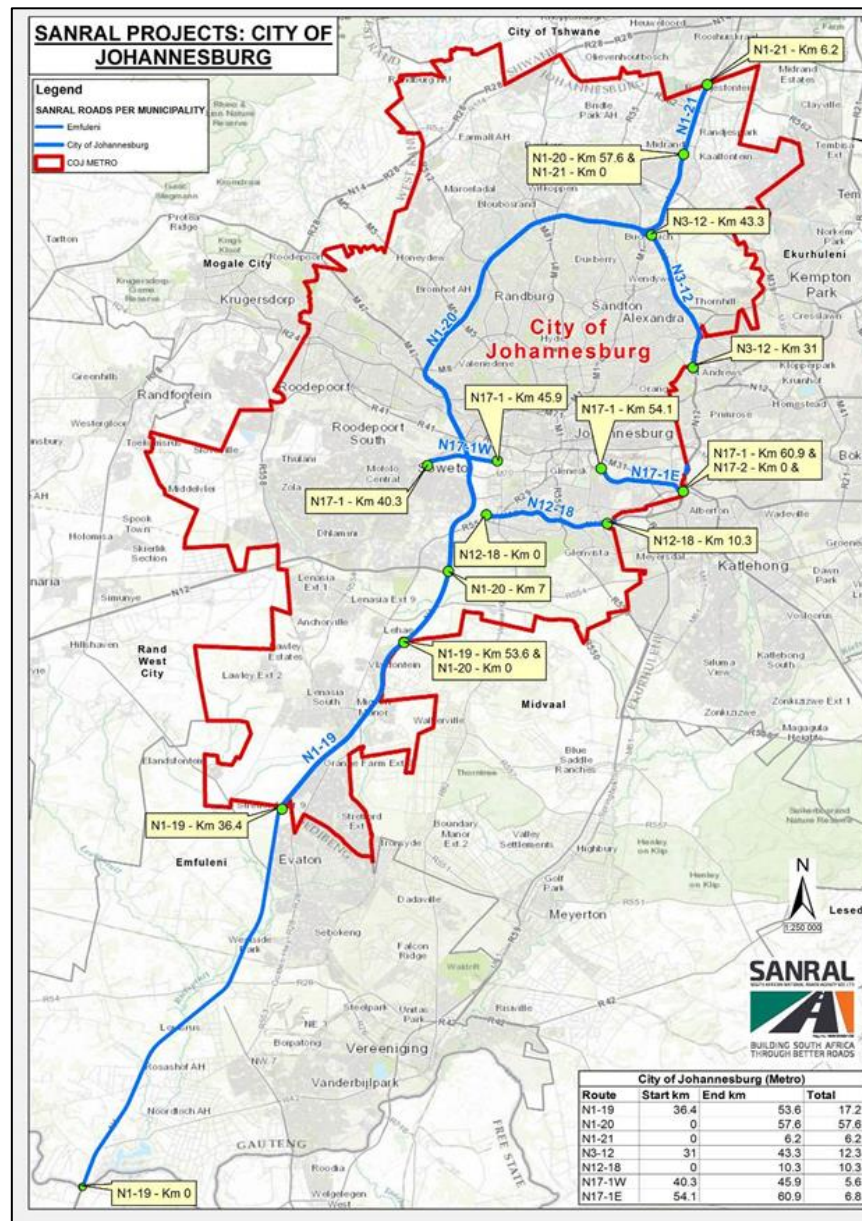
Sub-targets CIDB Level 3 to CIDB 5

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 N1 SECTION 19, N1 SECTION 20, N1 SECTION 21, N3 SECTION 12, N12 SECTION 18 & N17 SECTION 1 (JOHANNESBURG FREEWAY RRM)

Scope of Works

JOHANNESBURG FREEWAY RRM

NRA X.002-162-2023/1 (TOLL)				
ROUTE	SECTION	FROM KM	TO KM	LENGTH KMS
N1	19	0	53.6	53.6
N1	20	0	57.6	57.6
N1	21	0	6.2	6.2
N3	12	31	43.3	12.3
N12	18	0	10.3	10.3
N17	1	54.1	60.9	6.8
				146.8
NRA N.017-010-2023/1 (NON-TOLL)				
ROUTE	SECTION	FROM KM	TO KM	LENGTH KMS
N17	1	40.3	45.9	5.6
				5.6

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	Scope 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. The scope of works shall furthermore include all routine maintenance activities on SANRAL owned properties within the City of Johannesburg, pavement assessments and maintenance of Grasmere Plaza. Maintenance work shall include all RRM activities, but excluding, electrical and equipment maintenance at the plaza.

Scope of Works

Clause Number	Scope
C.3.1.1	Scope The Main Contractor shall perform all the functions as itemised in the Bill of Quantities as follows: 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. 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.

Scope of Works

Clause Number	Scope of Work
C.3.1.1	Scope (Continue) 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. 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. 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.”

Scope of Works

Clause Number	Scope of Work
C.3.1.2.2	<u>Nature of the work</u> The nature of work to be carried out under this contract includes: • 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	<u>Nature of the work (Continue)</u> The nature of work to be carried out under this contract includes: • Cleaning of road signs • Installation and replacement of roadstuds • Repairing damaged guardrails and balustrades • Road marking • Regular mowing of grass in the road reserve including the median and the removal of grass cuttings • Application of herbicide on road edges and around road signs • Eradication of weeds and undesirable plant growth • Burning or cutting of firebreaks and assistance with veld fires • Maintenance of trees and shrubs • Supply and spreading of topsoil • Emergency assistance • Removal of wrecks and abandoned vehicles • 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
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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 N1-19, N1-20, N1-21, N3-12, N12-18 and N17-1 except in the event of emergency normalization	Weekdays before 20:00 and after 05:00
Weekdays	Lane closures on the N1-19, N1-20, N1-21, N3-12, N12-18 and N17-1 (stop and go on the single carriageway) 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	Integrated Transportation Information System 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 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.

Scope of Works

Clause Number	Scope of Work
C.3.1.16	Integrated Transportation Information System (Continue) 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: - Contract Module – management of contracts; - Routine Road Maintenance Module - issuing of job instructions (estimates, photographs and workflows) and preparing the payment certificate; - Incident Module – recording of incidents on site; and - Project Information Module – employment and training data. User manuals for the various functions can be downloaded from https://itisnra.co.za/Portal/Myaccount/UserManuals after the successful registration as a Public user.

Scope of Works

Clause Number	Scope of Work
C.3.1.16.1	Routine Road Maintenance ITIS Module 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. The work flow sequence is as follows: - 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	Routine Road Maintenance ITIS Module 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. vii. The Engineer signs off the details of the Job Instruction, partially or fully completed, on ITIS module. 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. ix. The Contractor shall notify the Engineer of any amendments or corrections to the draft payment certificate. 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
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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	Scope 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. 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: 1. Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation. 2. SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC. 3. Project Liaison Officer (PLO) selection to be done under the auspices of the PLC. 4. Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.

Part D

Clause Number	Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development
D1001	Scope (Continue) 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. 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. 7. Handover of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PLC. 8. Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC. 9. Appeals on the tender process to be escalated to SANRAL for an independent review. 10. Capability assessments of contractors and suppliers to be done under auspices of PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage. 11. Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.

Part D

Clause Number	Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development
D1001	Scope (Continue) 12. Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn. 13. Formal contracting arrangements to be ensured for all projects. 14. Communication to be streamlined through the PLC and used to manage expectations of local business and communities. These principles 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.

Part D

Clause Number	Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development
D1002	(a) Definitions and Applicable Legislation Unless inconsistent with the context, in these specifications, the following terms, words or expressions shall have the meanings hereby assigned to them: iii. <u>Contract Participation</u> 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. iv. <u>Contract Participation Goal (CPG)</u> The monetary value of the targets set by the Employer in the Contract Participation process and stated in the Contract Data. v. <u>Contract Participation Performance (CPP)</u> The measure of the Contractor's progress in achieving the CPG.

Part D

Clause Number	Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development
D1002	(a) Definitions and Applicable Legislation (Continue) vi. <u>Designated Group,</u> 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);

Part D

Clause Number	Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development
D1002	(a) Definitions and Applicable Legislation (Continue) xvii. <u>Targeted Enterprise</u> 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	Mobilisation Period 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. The above project Stakeholder and Community engagement shall be executed based on the Employer's social facilitation principles and processes. During the Mobilisation Period, the Contractor shall, where required, execute the duties mentioned.

Scope of Works (continued ...)

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



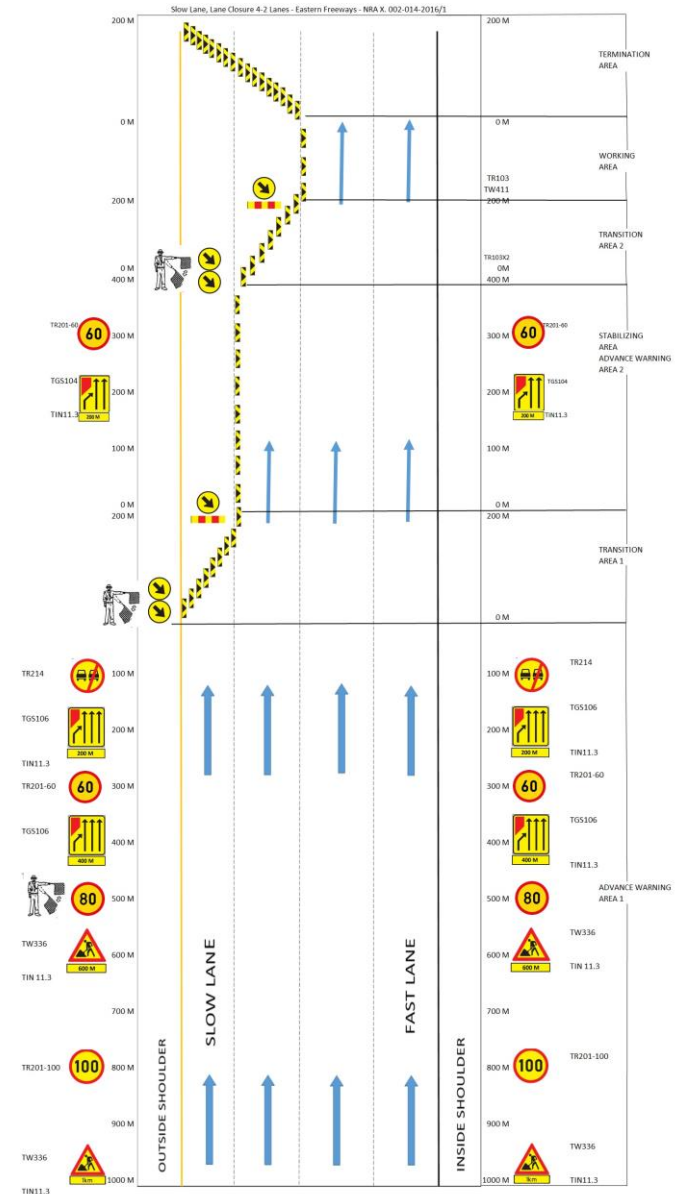
Scope of Works (continued ...)

- 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



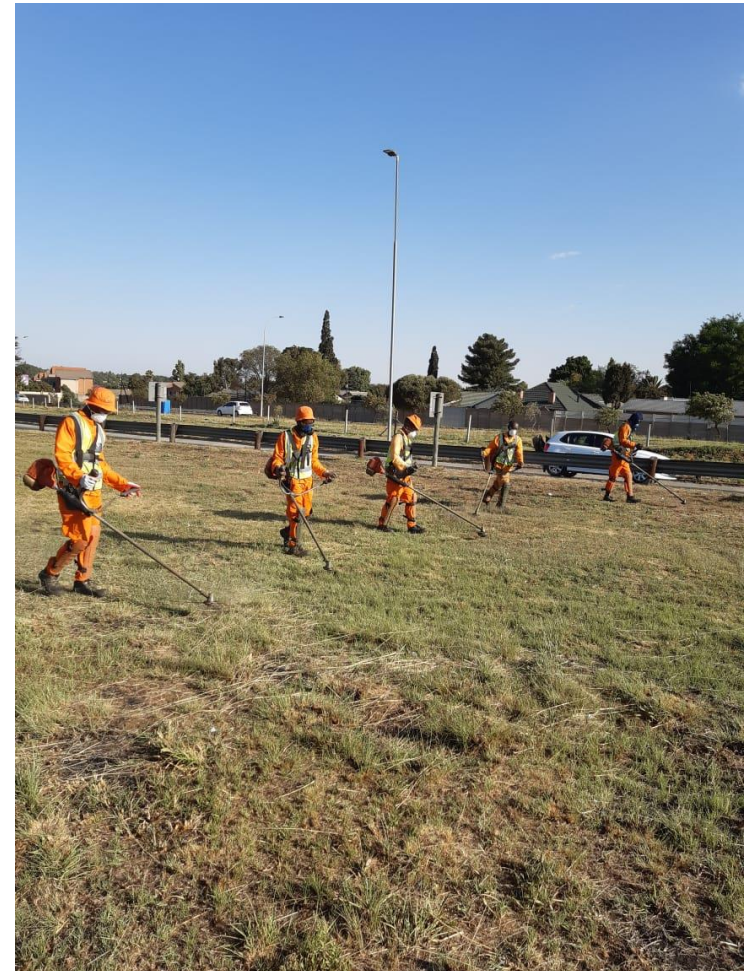
Scope of Works (continued ...)

- 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