SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD

Reg.No.1998/009584/30

BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL R.036-090-2020/1

RESURFACING OF NATIONAL ROAD R36 SECTION 9 FROM km 0.0 to N1 (km 17.85)

PROJECT DOCUMENT

MARCH 2023

TENDER DOCUMENT
VOLUME 3
BOOK 3 OF 3
PRICING DATA, SCOPE OF WORKS,
PROJECT INFORMATION, ANNEXURES

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

NAME OF TENDERER: ……..

Set sequential number

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BOOK 3 OF 3
PRICING DATA, SCOPE OF WORKS, PROJECT INFORMATION, ANNEXURES

THIS DOCUMENT COMPILED UNDER THE DIRECTION OF THE REGIONAL MANAGER
THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

The Regional Manager (Northern Region)
The South African National Roads Agency SOC Ltd
38 Ida Street,
Menlo Park,
Pretoria,
0081

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) which the tenderer shall purchase himself. (See note 1 below).

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

Volume 3: The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Project Information is issued by the Employer (see note 3 below). The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

The conditions of tender are the standard conditions of tender as indicated in Book 1.

Volume 4: The road works drawings.

Volume 5: The structural drawings (Not applicable).

Volume 6: Materials investigation and utilisation (Not applicable).

Volume 7: Environmental Management Plan report (Not applicable).

Notes to tenderer:

1. **Volume 1: The Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), is obtainable from CESA, P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, e-mail: general@cesa.co.za.**

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

3. **Volume 3 is issued at tender stage in electronic format downloaded from the SANRAL's website link**.

   The link contains the following files:
   - **The full Project Document in .pdf format (excluding the standard conditions of tender)**
   - **The returnable forms in word format**
   - **The pricing data in Excel format**

   The Standard Conditions of Tender may be downloaded from the CIDB website as indicated in Book 1.

   At contract stage Volume 3 will be a bound signed paper copy containing the following documents:
   - **Returnable schedules relevant to the project**
   - **Agreements and Contract Data**
   - **Pricing Data**
   - **Scope of Work**
   - **Project Information**

4. **SUBMISSION OF TENDER – Of the contract documents, only the following elements of Volume 3 needs to be submitted:**

   VOLUME 3 – ELECTRONIC SUBMISSION

   The following information has to be submitted electronically on flash drive

   a) The 1st file in pdf format which contains;
   - **Scanned copy of Form of Offer (pdf) and printed hardcopy of Form of Offer**
   - **Scanned copies of all returnable schedules and attachments (pdf)**
   - **Scanned copy and printed Summary of Pricing Schedule**

   b) The 2nd file in Excel format which contains:
   - **Completed pricing schedule**

5. **For alternative offers the tenderer shall submit the following additional documentation, printed and bound hard copy and electronically in a separate flash drive marked**

   a) "Alternative (followed by the Tenderer name)" in a sealed envelope in the following order:
      - **Form of Offer (signed and scanned as .pdf and state "Alternative Form of Offer" and hardcopy of Form of Offer);**
      - **All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf).**

   b) Alternative Pricing Schedule (printed Summary of Pricing Schedule and copy in Excel).
      - **Other relevant information.**

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C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of Chapter 1, Section C1.1 of the COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) or as amended in the Scope of Works.

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

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

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

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition).

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za for information standards)

C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that

may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. The Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant payitem numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.

C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

C2.1.8 A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.

C2.1.10 Reasonable compensation will be received where no payitem appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other payitem.

C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition). Where a standard COTO payitem is amended or a new payitem added, the item number is preceded by the letter “P” in the Pricing Schedule.

C2.1.13 The pricing schedules are provided electronically. A printout of the entire completed pricing schedule must be signed and scanned and saved in .pdf format, and an electronic copy of the priced pricing schedule must be saved in Excel format and the printed copy bound. In the event of any discrepancy between the signed .pdf copy, and the electronically submitted copy in Excel format and the printed hard copy, the tender rates in the printed hard copy will govern. The item numbers and description of the printed hard copy document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

C2.2 PRICING SCHEDULE (INCORPORATING SBD3)

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C1.2.1				**Environmental Management**				
	C1.2.1.1			Monitoring of compliance with and reporting on the EMP	month	12		R -
C1.2.2				**Programming and Reporting**				
	C1.2.2.3			Submission of a Scheme 2 Initial Programme	lump sum	lump	sum	R -
	C1.2.2.4			Submission of a Scheme 2 Full Programme	lump sum	lump	sum	R -
	C1.2.2.5			Reviewing and updating a Scheme 2 programme every month	month	12		R -
	C1.2.2.6			Preparation and submission of all information and reports specified in the Contract Documentation	month	12		R -
C1.2.3				**Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours**				
	C1.2.3.6			Base and/or surface patching using cold premixed asphalt	kilogram (kg)	2 000		R -
	C1.2.3.11			Other road maintenance work ordered by the Engineer	provisional sum	Prov	Sum	R 500 000.00
	C1.2.3.12			Handling cost, profit and all other charges in respect of item C1.2.3.11	percentage (%)	R 500 000.00		R -
	C1.2.3.13			Liaison with the routine road maintenance contractor	month	12		R -
C1.2.4				**Stakeholder liaison**	month	15		R -
C1.2.5				**Safety**				
	C1.2.5.1			Health and safety plan	lump sum	lump	sum	R 15 000.00
	C1.2.5.2			Implementation of health and safety plan	month	12		R -
PC1.2.7				**Road safety audits**				
	C1.2.7.1			Stage 4 work zone traffic management audit	provisional sum	Prov	Sum	R 300 000.00
	C1.2.7.2			Handling cost, profit and all other charges in respect of item C1.2.6.1	percentage (%)	R 300 000.00		R -
	C1.2.7.3			Stage 5 pre-opening stage traffic safety audit	provisional sum	Prov	Sum	R 300 000.00
	C1.2.7.4			Handling cost, profit and all other charges in respect of item C1.2.6.3	percentage (%)	R 300 000.00		R -
C1.2.8				**Dayworks**				
	C1.2.8.1			Personnel				
		(a)		Unskilled labourer	hour (h)	500		R -
		(b)		Semi-skilled labourer	hour (h)	150		R -
		(c)		Skilled labourer	hour (h)	75		R -
		(d)		Gang leader	hour (h)	75		R -
		(e)		Foreman	hour (h)	75		R -
		(f)		Skilled artisan	hour (h)	75		R -
	C1.2.8.2			Construction equipment				
		(a)		Motor grader (112kW)	hour (h)	50		R -
		(b)		Vibratory roller (10t)	hour (h)	50		R -
		(c)		Pneumatic roller (20t)	hour (h)	50		R -
		(e)		Tractor loader backhoe (min. bucket dig force 55kN and breakout force 45kN)	hour (h)	50		R -
		(f)		Excavator (20t / 95kW)	hour (h)	50		R -
		(g)		Compressor (including two jackhammers, two paving breakers and hoses)	hour (h)	50		R -
		(h)		Other equipment as listed below:	hour (h)	50		
				1. Rammer / wacker compactor (min. percussion rate of 680 blows/min)	hour (h)	50		R -
				2. Double drum vibratory pedestrian roller (750mm min. working width)	hour (h)	50		R -
				3. Mechanical broom	hour (h)	50		R -
	C1.2.8.3			Vehicles				
		(a)		Light delivery vehicle (single cab)	kilometre (km)	10 000		R -
		(b)		Flatbed truck (3t)	kilometre (km)	5 000		R -
		(d)		Other vehicles as listed below:				
				1. Tipper truck (6m^3)	kilometre (km)	2 500		R -
				2. Tipper truck (10m^3)	kilometre (km)	2 500		R -
				3. "Lowbed" horse and trailer for tranporting tracked vehicles)	kilometre (km)	1 500		R -
	C1.2.8.4			Materials				
		(a)		Procurement of materials	provisional sum	Prov	Sum	R 500 000.00
		(b)		Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	percentage (%)	R 500 000.00		R -
PC1.2.10				**Dispute Adjudication Board (DAB)**				
	C1.2.10.1			Employer's contribution to DAB (50%)	prime cost (PC) sum	Prime	Cost	R 250 000.00
TOTAL CARRIED FORWARD TO SUMMARY								R 1 865 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
PC1.3.1				**The Contractor's general obligations**				
	C1.3.1.1			Fixed obligations	lump sum	lump	sum	
	C1.3.1.2			Value-related obligations	lump sum	lump	sum	
	C1.3.1.3			Time-related obligations				
		(a)		Mobilisation period	month	3		R -
		(b)		Execution of the works	month	12		R 1 850 000.00
	C1.3.1.4			Suspension Cost				
		(a)		De-establishment	number	1		R -
		(b)		Re-establishment	number	1		R -
		(c)		Suspension period	month	1		R -
		(d)		Engineer's cost	prime cost (PC) sum	prime	cost	R 500 000.00
C1.3.2				**Contract sign boards**	square metre (m^2)	24		R -
TOTAL CARRIED FORWARD TO SUMMARY								R 2 350 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C1.5.1				**Accommodation of pedestrian and non-motorised traffic**				
	C1.5.1.1			Accommodation of pedestrian and non-motorised traffic	month	12		R -
C1.5.2				**Accommodation of vehicular traffic**	month	12		R -
C1.5.3				**Liaison with traffic authorities**	month	12		R -
C1.5.7				**Temporary traffic control facilities**				
	C1.5.7.1			Delineators including mounting bases and ballast:				
		(a)		Single sided, reversible left or right (200mm x 800mm)	number (No.)	750		R -
		(b)		Double sided, reversible left or right (200mm x 800mm)	number (No.)	750		R -
	C1.5.7.2			Traffic cones, minimum height 750mm	number (No.)	100		R -
	C1.5.7.3			Flagmen	man-shift	3 000		R -
	C1.5.7.4			Traffic controllers	man-shift	1 750		R -
	C1.5.7.5			Provision of illuminated traffic signs:				
		(a)		Sign mounted flashing amber lights *(2 lights with the specified power supply)* mounted on a backing board which is:				
			(i)	900mm wide x 150mm high	number (No.)	2		R -
			(ii)	1200mm wide x 200mm high	number (No.)	2		R -
		(b)		Flashing LED illuminated arrow board	number (No.)	6		R -
		(c)		Illuminated road sign – R & TR series *(1,200mm diameter)*	number (No.)	2		R -
		(d)		Illuminated road sign – TW series *(1,600mm sides)*	number (No.)	2		R -
		(e)		Mobile variable message sign	number (No.)	2		R -
	C1.5.7.6			Maintenance of illuminated traffic signs:				
		(a)		Sign mounted flashing amber lights *(a pair of two lights mounted on a separate backing board)*	month	16		R -
		(b)		Flashing LED illuminated arrow board	month	48		R -
		(c)		Illuminated road sign – R & TR series *(1,200mm diameter)*	month	16		R -
		(d)		Illuminated road sign – TW series *(1,600mm sides)*	month	16		R -
		(e)		Mobile variable message sign	month	24		R -
	C1.5.7.8			Traffic control stations	month	48		R -
	C1.5.7.9			Cleaning of traffic control facilities	month	12		R -
C1.5.8				**Traffic safety officer**	man-month	12		R -
C1.5.9				**Traffic safety vehicle**	month	12		R -
C1.5.10				**Tow trucks**				
	C1.5.10.1			Provision of a tow truck on call for light vehicles weighing less than two tonnes	month	12		R -
	C1.5.10.2			Provision of a tow truck on call for heavy vehicles weighing two tonnes or more	month	12		R -
C1.5.11				**Provision of safety equipment for visitors**				
	C1.5.11.1			Provision of reflective safety vests for visitors	number (No.)	6		R -
C1.5.12				**Additional traffic accommodation facilities ordered by the Engineer:**				
	C1.5.12.1			Provision of additional traffic accommodation facilities	provisional sum	Prov	Sum	R 250 000.00
	C1.5.12.2			Handling cost, profit and all other charges in respect of item C1.5.12.1	percentage (%)	R 250 000.00		R -
TOTAL CARRIED FORWARD TO SUMMARY								R 250 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C1.4.1				**Site accommodation**				
	C1.4.1.1			Offices and conference room	square metre (m^2)	40		R -
	C1.4.1.2			Laboratories	square metre (m^2)	120		R -
	C1.4.1.3			Open concrete working floors and verandas	square metre (m^2)	15		R -
	C1.4.1.4			Roofs over open concrete working floors and verandas	square metre (m^2)	15		R -
	C1.4.1.5			Store rooms inside the laboratory	square metre (m^2)	5		R -
	C1.4.1.6			Car ports	number (No.)	4		R -
	C1.4.1.7			Ablution unit *(equipped as specified)*	number (No.)	2		R -
	C1.4.1.8			Change room with a shower	number (No.)	1		R -
	C1.4.1.9			Kitchen unit *(equipped as specified)*	number (No.)	1		R -
C1.4.2				**Items measured by area**				
	C1.4.2.1			Shelving as specified, complete with brackets	square metre (m^2)	6		R -
	C1.4.2.2			Work benches with a concrete slab top	square metre (m^2)	12		R -
	C1.4.2.3			Work-benches with a wooden top	square metre (m^2)	6		R -
	C1.4.2.4			Constant-temperature baths of concrete and/or plastered brick	square metre (m^2)	2		R -
	C1.4.2.5			Concrete footings and pedestals for laboratory equipment	square metre (m^2)	6		R -
	C1.4.2.7			Venetian blinds	square metre (m^2)	6		R -
	C1.4.2.8			Notice boards	square metre (m^2)	4		R -
	C1.4.2.9			White boards	square metre (m^2)	1.5		R -
	C1.4.2.10			Galvanised wire mesh fencing for store rooms	square metre (m^2)	6		R -
	C1.4.2.11			Galvanised wire mesh store room gate with a padlock	square metre (m^2)	2		R -
C1.4.3				**Items measured by number**				
	C1.4.3.1			Office swivel chair	number (No.)	4		R -
	C1.4.3.2			Office chair	number (No.)	4		R -
	C1.4.3.4			Laboratory high chair	number (No.)	6		R -
	C1.4.3.5			Office desk with 3 drawers *(at least one lockable drawer)*	number (No.)	4		R -
	C1.4.3.8			Conference table	number (No.)	1		R -
	C1.4.3.9			Bookcase	number (No.)	4		R -
	C1.4.3.10			Filing cabinet	number (No.)	4		R -
	C1.4.3.11			General purpose steel cabinet with shelves	number (No.)	4		R -
	C1.4.3.13			220/250 volt power outlet plug point	number (No.)	12		R -
	C1.4.3.14			400/231 volt 3-phase power outlet plug point	number (No.)	2		R -
	C1.4.3.15			Single 1500m, 58 watt fluorescent tube ceiling light	number (No.)	4		R -
	C1.4.3.16			Single 1500mm, 22 watt LED tube ceiling light	number (No.)	4		R -
	C1.4.3.18			7 watt LED bulb ceiling light	number (No.)	4		R -
	C1.4.3.19			Wash-hand basin	number (No.)	2		R -
	C1.4.3.20			Laboratory basin	number (No.)	4		R -
	C1.4.3.21			Extractor fan	number (No.)	2		R -
	C1.4.3.22			Fume cupboard	number (No.)	1		R -
	C1.4.3.23			Fire extinguisher 9,0 kg, dry powder type	number (No.)	6		R -
	C1.4.3.24			Air-conditioning unit	number (No.)	4		R -
	C1.4.3.25			Heater	number (No.)	4		R -
	C1.4.3.27			Waste paper basket	number (No.)	6		R -
	C1.4.3.28			UPS / Voltage stabiliser	number (No.)	6		R -
	C1.4.3.29			A3 / A4 colour printer, copier, scanner	number (No.)	1		R -
	C1.4.3.31			Rain gauge	number (No.)	1		R -
	C1.4.3.33			Digital thermometer	number (No.)	4		R -
	C1.4.3.34			Mobile outdoor weather station	number (No.)	1		R -
	C1.4.3.35			3,0m aluminium straight edge complete with two measuring wedges	number (No.)	2		R -
	C1.4.3.36			Measuring wheel	number (No.)	1		R -
	C1.4.3.37			First aid kit	number (No.)	1		R -
C1.4.4				**Prime cost items**				
	C1.4.4.1			Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	prime cost (PC) sum	prime	cost	R 300 000.00
	C1.4.4.2			Handling costs and profit in respect of item C1.4.4.1	percentage (%)	R 300 000.00		R -
	C1.4.4.3			The provision of a direct independent telephone line for the Engineer, including the monthly rental charges and the cost of business calls	prime cost (PC) sum	prime	cost	R 100 000.00
	C1.4.4.4			Handling costs and profit in respect of item C1.4.4.3	percentage (%)	R 100 000.00		R -
	C1.4.4.5			The provision of internet connectivity and WiFi data for Engineer's site staff	prime cost (PC) sum	prime	cost	R 200 000.00
CARRIED FORWARD / …								R 600 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
BROUGHT FORWARD / …								R 600 000.00
	C1.4.4.6			Handling costs and profit in respect of item C1.4.4.5	percentage (%)	R 200 000.00		R -
	C1.4.4.7			The provision of paper and ink for a combination colour printer/copier/scanner	prime cost (PC) sum	prime	cost	R 50 000.00
	C1.4.4.8			Handling costs and profit in respect of item C1.4.4.7	percentage (%)	R 50 000.00		R -
	C1.4.4.9			The provision of a complete 220/250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc.	prime cost (PC) sum	prime	cost	R 20 000.00
	C1.4.4.10			Handling costs and profit in respect of item C1.4.4.9	percentage (%)	R 20 000.00		R -
	C1.4.4.11			The provision of a complete 440/231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc.	prime cost (PC) sum	prime	cost	R 20 000.00
	C1.4.4.12			Handling costs and profit in respect of item C1.4.4.11	percentage (%)	R 20 000.00		R -
	C1.4.4.15			The provision of all gas installations required at the site offices, laboratories and at the Engineer's staff accommodation (if required), including gas storage cylinders, tubing, regulators, gas burners and shut-off cocks	prime cost (PC) sum	prime	cost	R 15 000.00
	C1.4.4.16			Handling costs and profit in respect of item C1.4.4.15	percentage (%)	R 15 000.00		R -
C1.4.5				**Services at site offices, laboratories and site accommodation**				
	C1.4.5.1			Fixed costs	lump sum	lump	sum	
	C1.4.5.2			Running costs	month	15		R -
C1.4.7				**Site inspection transport**				
	C1.4.7.1			Provision of a bus, mini-bus or combi van for site inspection purposes (14-seater mini-bus)	per day	12		R -
	C1.4.7.2			Travel on site	kilometre (km)	600		R -
C1.4.8				**Site security measures for the Engineer's facilities**				
	C1.4.8.1			Supply and installation of all required security measures at the Engineer's site offices and laboratories	lump sum	lump	sum	
	C1.4.8.2			Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories	month	15		R -
TOTAL CARRIED FORWARD TO SUMMARY								R 705 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C3.1.1				**Excavation for open drains:**				
	C3.1.1.1			Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
		(a)		0m to 1,5m	cubic metre (m^3)	500		R -
		(b)		Exceeding 1,5m and up to 3,0m	cubic metre (m^3)	15		R -
C3.1.2				**Clearing, shaping and disposal of accumulated sediment in existing unlined open drains**				
	C3.1.2.1			Using conventional methods	cubic metre (m^3)	2 000		R -
C3.1.4				**Excavation and disposal of material for subsoil drainage systems:**				
	C3.1.4.1			Excavating in all material situated within the following depth ranges below the surface:				
		(a)		0m to 1,5m	cubic metre (m^3)	700		R -
		(b)		Exceeding 1,5m and up to 3,0m	cubic metre (m^3)	50		R -
	C3.1.4.4			Extra over sub-item C3.1.4.1 for excavation in hard and boulder material, irrespective of depth	cubic metre (m^3)	25		R -
C3.1.5				**Impermeable backfilling to subsoil drainage systems**				
	C3.1.5.2			G5 material obtained from commercial sources	cubic metre (m^3)	25		R -
	C3.1.5.3			Extra over items C3.1.5.1 and C3.1.5.2 for stabilisation with 4,0% CEM II (32.5) cement	cubic metre (m^3)	5		R -
C3.1.7				**Natural permeable material in subsoil drainage systems (approved crushed stone):**				
	C3.1.7.2			Crushed stone obtained from commercial sources (20mm coarse grade)	cubic metre (m^3)	175		R -
C3.1.8				**Natural permeable material in subsoil drainage systems (approved natural sand):**				
	C3.1.8.2			Natural sand from commercial sources (coarse grade)	cubic metre (m^3)	550		R -
C3.1.9				**Pipes in subsoil drainage systems:**				
	PC3.1.9.1			U-PVC or HDPE pipes and fittings, normal duty, complete with couplings (110mm diameter slotted)	metre (m)	1 300		R -
C3.1.11				**Geotextiles** (Non-woven Grade 2)	square metre (m^2)	2 500		R -
C3.1.13				**Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:**				
	C3.1.13.1			Outlet structures				
		(a)		Type A, drawing 10996-003-007	number (No.)	6		R -
		(b)		Type B, drawing 10996-003-007	number (No.)	6		R -
	C3.1.13.3			Junction boxes (as detailed on drawing …)	number (No.)	4		R -
	C3.1.13.4			Cleaning eyes (as detailed on drawing …)	number (No.)	24		R -
C3.1.14				**Caps for subsoil drain pipes:**				
	C3.1.14.1			Concrete caps	number (No.)	4		R -
	C3.1.14.2			Cast metal iron caps	number (No.)	20		R -
C3.1.15				**Repairing or replacing existing drainage systems**	provisional sum	Prov	Sum	R 100 000.00
C3.1.16				**Loading and hauling of material in excess of 1,0 km**	cubic metre - kilometre (m3 - km)	65 300		R -
C3.1.19				**Exposing of existing subsoil drains**	cubic metre (m^3)	50		R -
C3.1.21				**Clearing of existing subsoil drains**				
	C3.1.21.2			Hydro jetting	metre (m)	290		R -
C3.1.22				**Test flushing of subsoil drain pipe systems**	number (No.)	6		R -
C3.1.23				**Subsoil drain outlet marker** (as detailed on drawing 10996-003-008)	number (No.)	12		R -
C3.1.24				**Submission of as built drawings by the Contractor**	provisional sum	Prov	Sum	R 80 000.00
TOTAL CARRIED FORWARD TO SUMMARY								R 180 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C3.3.1				**Concrete kerbing:**				
	C3.3.1.1			Prefabricated kerbing *(description of type of kerb and bedding with reference to drawing)*				
		(a)		Type 'D' mountable kerb (as detailed on drawing 10996-003-009)	metre (m)	50		R -
	C3.3.1.2			Cast in situ kerbing				
		(a)		Type 'C' mountable kerb at intersections (as detailed on drawing 10996-003-009)	metre (m)	250		R -
		(b)		Edge beam (300mm wide x 300mm deep) with 30MPa/19 concrete	metre (m)	750		R -
C3.3.3				**Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves**				
	C3.3.3.1			On curves of radii more than or equal to 5,0m but less than 20m	metre (m)	250		R -
	C3.3.3.2			On curves with radii more than or equal to 1,0m but less than 5,0m	metre (m)	50		R -
PC3.3.6				**Concrete chutes (typical designs):**				
	C3.3.6.2			Cast in situ concrete chutes (as detailed on drawing 10996-003-010, including transitions, class 30MPa/19 concrete with F1 and U2 finishes)	metre (m)	75		R -
C3.3.8				**Linings for open drains:**				
	C3.3.8.1			Cast in situ concrete lining (class of concrete and type of open drain indicated)				
		(a)		30MPa/19 concrete, Type 'F" channel cast in alternatitve lengths of 2.0m maximum with expansion joints every 5th panel (as detailed on drawing 10996-003-009)	cubic metre (m^3)	450		R -
		(b)		30MPa/19 concrete, Energy breaker for high flow velocities, blocks measured elsewhere (as detailed on drawing 10996-003-010)	cubic metre (m^3)	15		R -
	C3.3.8.2			Class U2 surface finish to cast in situ concrete (Type 'F' channel)	square metre (m^2)	2 750		R -
C3.3.9				**Formwork to cast in situ concrete lining for open drains (Class F2 surface finish):**				
	C3.3.9.1			To sides with formwork on the internal face only	square metre (m^2)	300		R -
	C3.3.9.3			To ends of slabs	square metre (m^2)	10		R -
C3.3.10				**Sealed joints in concrete and stone pitched linings of open drains** (Expansion joints to Type 'F' channels every 5th panel, 10m, as detailed on drawing 10996-003-009)	metre (m)	350		R -
C3.3.12				**Reinforcement:**				
	C3.3.12.3			Welded steel fabric	kilogram (kg)	5 500		R -
C3.3.14				**Cutting bituminous surfacing and pavement layers for concrete kerbing, channeling or concrete-lined drains**	metre (m)	750		R -
C3.3.15				**Energy dissipaters in outlet structures**				
	C3.3.15.1			Precast concrete blocks in outlet structures	number (No.)	18		R -
C3.3.16				**Demolition and removal of existing kerbs and/or channel** (maximum size as specified of 300mm x 300mm)	cubic metre (m^3)	750		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C4.4.2				**Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers**				
	C4.4.2.1			Pavement layer material:				
		(b)		Type G2 material	cubic metre (m^3)	1 800		R -
		(p)		Natural or crushed gravel material for an unsealed shoulder layer	cubic metre (m^3)	500		R -
C4.4.5				**Bituminous stabilising agents**				
	C4.4.5.2			Emulsion stable grade (60% anionic)	ton (t)	150		R -
C4.4.6				**Fillers for bituminous stabilisation** (cement)	ton (t)	75		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C5.3.1				**Compiling and implementing M&U plans for the construction of all the pavement layers.**	number (No.)	2		R -
C5.3.2				**Construction of pavement layers**				
	C5.3.2.1			Construction of layers using conventional construction methods:				
		(h)		Gravel shoulder layer (150mm thick) compacted to 95% of MDD	cubic metre (m^3)	500		R -
		(dd)		Emulsion treated base material (G2 material, 150mm thick, compacted to 85% of BD) as per clause A4.1.5.15	cubic metre (m^3)	1 800		R -
C5.3.11				**Riding quality measurements:**				
	C5.3.11.1			Using a 3,0m straight edge	kilometre (km)	0.3		R -
	C5.3.11.3			Using an inertial profilometer	kilometre (km)	0.6		R -
C5.3.12				**Surface regularity payment adjustments**	provisional sum	Prov	Sum	R 115 000.00
TOTAL CARRIED FORWARD TO SUMMARY								R 115 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C8.2.1				**Cover sprays, fog sprays and rejuvenation sprays**				
	C8.2.1.2			60% Anionic stable grade emulsion				
		(a)		Indicate dilution (Diluted 50% Emulsion / 50% Water)	litre (ℓ)	110 000		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C8.3.1				**Texture treatment**				
	C8.3.1.1			Application of slurry for texture improvement, applied by hand (fine slurry, fine grade, 60% stable-grade emulsion, cement filler)	cubic metre (m^3)	620		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C8.4.1				**Rut and/or Depression correction (screeding)**				
	C8.4.1.2			Correction material				
		(e)		Microsurfacing (Type II aggregate and AC-E2 binder)	cubic metre (m^3)	50		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C8.8/ C4.3.3				**Removal of bituminous seal surfacing (thickness not exceeding 30mm)**	square metre (m^2)	8 750		R -
C8.8/ C4.3.5				**Providing the milling machine on the site**				
	C4.3.5.1			Small milling machine with a cutting width of 1,2m or smaller	number (No.)	1		R -
	C4.3.5.2			Large milling machine with a cutting width exceeding 1,2m	number (No.)	1		R -
C8.8/ C4.3.7				**Milling and removal of existing asphalt layers with an average milling depth (Employer takes ownership)**				
	C4.3.7.1			Not exceeding 50mm	cubic metre (m^3)	400		R -
C8.8/ C4.3.8				**Excavating material by milling**				
	C4.3.8.3			Natural gravel material	cubic metre (m^3)	400		R -
C8.8/ C4.3.15				**Stockpiling of road layer materials**				
	C4.3.15.4			Natural gravel material	cubic metre (m^3)	400		R -
C8.8.1				**Saw cutting pavement layers for patching**				
	C8.8.1.1			Asphalt or bituminous surfacing to an average depth				
		(a)		Not exceeding 50mm	metre (m)	1 600		R -
C8.8.2				**Excavation in existing pavements for patching (non-milling)**				
	C8.8.2.3			Other layers (Granular base layers G5 / G6)				
		(a)		Not exceeding 10 m² including for edge repairs wider than 250mm	cubic metre (m^3)	150		R -
		(b)		Exceeding 10 m² but not exceeding 50 m² including for edge repairs wider than 250mm	cubic metre (m^3)	150		R -
		(c)		Exceeding 50 m² up to 100 m² including for edge repairs wider than 250mm	cubic metre (m^3)	400		R -
		(d)		Exceeding 100 m²	cubic metre (m^3)	1 600		R -
C8.8.3				**Compacting the floor of excavations for patching** (97% MDD)	square metre (m^2)	22 500		R -
C8.8.4				**Backfilling of excavations for patching with:**				
	C8.8.4.2			Bitumen Stabilised Material, G2 stabilised with bituminous emulsion (3% stable mix and 1% cement), compacted to 85% of bulk relative density for a patch with a surface area:				
		(a)		Not exceeding 10 m² including for edge repairs wider than 250mm	cubic metre (m^3)	50		R -
		(b)		Exceeding 10 m² but not exceeding 50 m² including for edge repairs wider than 250mm	cubic metre (m^3)	50		R -
		(c)		Exceeding 50 m² up to 100 m² including for edge repairs wider than 250mm	cubic metre (m^3)	150		R -
		(d)		Exceeding 100 m²	cubic metre (m^3)	200		R -
	C8.8.4.3			Asphalt for a patch with a surface area *(state type and density)*				
		(i)		Sand skeletal mix – continuously graded surfacing mix, 10mm NMPS, PG 64 S-16, Design level IB				
			(a)	Not exceeding 10 m² including for edge repairs wider than 250mm	ton (t)	50		R -
			(b)	Exceeding 10 m² but not exceeding 50 m² including for edge repairs wider than 250mm	ton (t)	100		R -
			(c)	Exceeding 50 m² up to 100 m² including for edge repairs wider than 250mm	ton (t)	550		R -
			(d)	Exceeding 100 m²	ton (t)	150		R -
		(ii)		Sand skeletal mix – continuously graded base mix, 20mm NMPS, PG 64 S-16, Design level IB				
			(a)	Not exceeding 10 m² including for edge repairs wider than 250mm	ton (t)	40		R -
			(b)	Exceeding 10 m² but not exceeding 50 m² including for edge repairs wider than 250mm	ton (t)	100		R -
			(c)	Exceeding 50 m² up to 100 m² including for edge repairs wider than 250mm	ton (t)	400		R -
			(d)	Exceeding 100 m²	ton (t)	150		R -
C8.8.6				**Repairing edge breaks in surfacing**				
	C8.8.6.1			Cutting back the edges of the existing surfacing for the repairing of edge breaks	metre (m)	400		R -
CARRIED FORWARD / …								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
BROUGHT FORWARD / …								R -
	C8.8.6.2			Prime coat (60% Anionic stable grade emulsion at 0.8l/m^2)	litre (ℓ)	315		R -
	C8.8.6.3			Reconstructing edges using:				
		(a)		Continuously-graded hot asphalt (10mm NMPS surfacing mix, 93% MVD)	ton (t)	50		R -
C8.8/ C9.1.3				**Application of bond coat**				
	C9.1.3.1			Stable–grade 30% net bitumen emulsion as specified. Applied with a calibrated distributer	litre (ℓ)	2 800		R -
	C9.1.3.2			Applied in restricted areas using a portable pressure sprayer	litre (ℓ)	6 200		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C8.5.1				**Standard crack sealing**				
	C8.5.1.1			Cleaning cracks				
		(a)		Cleaning crack with cold compressed air	metre (m)	3 000		R -
	C8.5.1.2			Applying herbicides for sealing cracks	litre (ℓ)	1 000		R -
	C8.5.1.4			Sealing the cracks				
		(a)		Sealing using C-E1	litre (ℓ)	900		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C9.1.1				**Asphalt mix designs**				
	C9.1.1.2			Sand skeletal mixes:				
		(a)		Continuously graded base or surfacing (continuously grades surfacing mix, PG 64 S-16 binder and Level IB design)	lump sum	lump	sum	
C9.1.2				**Construction of trial sections**				
	C9.1.2.1			Asphalt layers (continuously graded stone skeletal surfacing mix, 40mm thickness, paver laid)	square metre (m^2)	100		R -
	C9.1.2.2			Removal of trial section where so instructed by the Engineer	square metre (m^2)	100		R -
C9.1.3				**Application of bond coat**				
	C9.1.3.1			Stable–grade 30% net bitumen emulsion as specified. Applied with a calibrated distributer	litre (ℓ)	5 000		R -
C9.1.5				**Asphalt surfacing**				
	C9.1.5.2			Rehabilitation				
		(e)		Sand skeletal mix – continuously graded as defined (40mm layer thickness, PG 64 S-16 binder, design level IB, paver laid)	ton (t)	1 500		R -
C9.1.9				**Application of rolled in chippings**				
	C9.1.9.1			By means of chip spreader	square metre (m2)	8 750		R -
	C9.1.10.2			By hand in restricted areas	square metre (m2)	400		R -
C9.1.10				**Variation rates**				
	C9.1.10.1			Bitumen (PG 64 S -16)	ton (t)	10		R -
	C9.1.10.2			Aggregate	ton (t)	25		R -
	C9.1.10.3			Active filler *(lime unless stated in Contract Documentation)*	ton (t)	1.25		R -
	C9.1.10.6			Bituminous bond coat – net bitumen (Stable-grade 30%)	ton (t)	0.75		R -
C9.1.13				**Coring of asphalt layers**				
	C9.1.13.1			100mm diameter	number (No.)	50		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C10.1 / C1.6.1				**Clearing**				
	C1.6.1.1			Clearing with machine and some hand labour whe	hectare (ha)	1.8		R -
PC10.1.3				**Multiple stone seals including a cover spray, if specified using:**				
	C10.1.3.3			14mm and 7,1mm aggregate (Grade A aggregate and S-E1 binder to both layers)	square metre (m^2)	145 000		R -
PC10.1.4				**Embargo period effects**				
	C10.1.4.1			Re-establishment of sealing team after embargo period	lump sum	lump	sum	
C10.1.9				**Bituminous binder variations:**				
	C10.1.9.2			60% Stable-grade emulsion	litre (ℓ)	41 000		R -
	C10.1.9.7			Homogeneous modified binder (S-E1) hot applied	litre (ℓ)	18 000		R -
	C10.1.9.11			Precoating fluid (as detailed in A10.1.5.7)	litre (ℓ)	1 800		R -
C10.1.10				**Aggregate variation** *(state grade)* **:**				
	C10.1.10.2			7,1mm aggregate, Grade A	cubic metre (m^3)	100		R -
	C10.1.10.4			14mm aggregate, Grade A	cubic metre (m^3)	300		R -
PC10.1.11				**Application of cover spray:**				
	C10.1.11.2			60% Diluted Anionic stable-grade emulsion (70% water / 30% emulsion)	litre (ℓ)	35 000		R -
C10.1.13				**Precoating of aggregate using a dedicated plant**				
	C10.1.13.1			Product containing low flashpoint solvent (as detailed in A10.1.5.7)	litre (ℓ)	35 000		R -
C10.1.16				**Addition of wetting agent:**				
	C10.1.16.1			Providing and supplying	prime cost (PC) sum	Prime	Cost	R 50 000.00
	C10.1.16.2			Handling, applying, profit and all other costs	percentage of prime-cost sum	R 50 000.00		R -
C10.1.19				**Extra over item for work in areas inaccessible to mechanical equipment:**				
	C10.1.19.2			Multiple stone seals	square metre (m^2)	250		R -
C10.1.22				**Bituminous single seal and slurry, including a cover spray if specified:**				
	C10.1.22.3			Bituminous single seal with 10mm aggregate and slurry (60% stable grade emulsion tack coat, Grade A aggregate and fine, fine slurry as used for texture treatment)	square metre (m^2)	8 400		R -
C10.1.24				**Variation in the rate of application of the fine slurry:**				
	C10.1.24.1			Fine grade	cubic metre (m^3)	50		R -
C10.1.25				**Variation in active filler content** (cement)	ton (t)	2.5		R -
C10.1.26				**Trial sections for all seal types specified** (14mm and 7mm multiple stone seal)	lump sum	lump	sum	

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C11.7.1				**Road marking:**				
	C11.7.1.1			White lines broken or unbroken				
		(a)		Water borne paint, 100mm wide	kilometre (km)	24		R -
		(b)		Water borne paint, 150mm wide	kilometre (km)	12		R -
	C11.7.1.2			Yellow lines broken or unbroken				
		(a)		Water borne paint, 100mm wide	kilometre (km)	1		R -
		(b)		Water borne paint, 150mm wide	kilometre (km)	72		R -
	C11.7.1.3			Red lines broken or unbroken				
		(a)		Water borne paint, 100mm wide	kilometre (km)	1		R -
		(b)		Water borne paint, 150mm wide	kilometre (km)	1		R -
	C11.7.1.4			White lettering and symbols (water borne paint)	square metre (m^2)	50		R -
	C11.7.1.5			Yellow lettering and symbols (water borne paint)	square metre (m^2)	50		R -
	C11.7.1.7			Transverse lines, painted island and arrestor bed markings (any colour) (water borne paint)	square metre (m^2)	1 500		R -
C11.7.2				**Retro-reflective road marking:**				
	C11.7.2.1			White lines broken or unbroken				
		(a)		Water borne paint, 100mm wide	kilometre (km)	12		R -
		(b)		Water borne paint, 150mm wide	kilometre (km)	6		R -
	C11.7.2.2			Yellow lines broken or unbroken				
		(a)		Water borne paint, 100mm wide	kilometre (km)	2		R -
		(b)		Water borne paint, 150mm wide	kilometre (km)	36		R -
	C11.7.2.3			Red lines broken or unbroken				
		(a)		Water borne paint, 100mm wide	kilometre (km)	1		R -
		(b)		Water borne paint, 150mm wide	kilometre (km)	1		R -
	C11.7.2.4			White lettering and symbols (water borne paint)	square metre (m^2)	50		R -
	C11.7.2.5			Yellow lettering and symbols (water borne paint)	square metre (m^2)	50		R -
	C11.7.2.7			Transverse lines, painted island and arrestor bed markings (any colour) (water borne paint)	square metre (m^2)	1 500		R -
PC11.7.3				**Thermoplastic road marking**				
	C11.7.3.1			Thermoplastic road marking, broken or unbroken *(colour and width of line indicated)*				
				White, 100mm wide	kilometre (km)	12		R -
				White, 150mm wide	kilometre (km)	6		R -
				Yellow, 100mm wide	kilometre (km)	2		R -
				Yellow, 150mm wide	kilometre (km)	36		R -
C11.7.5				**Variations in rate of application:**				
	C11.7.5.1			White paint	litre (ℓ)	800		R -
	C11.7.5.2			Yellow paint	litre (ℓ)	1 200		R -
	C11.7.5.3			Red paint	litre (ℓ)	50		R -
	C11.7.5.4			Retro-reflective beads	kilogram (kg)	60		R -
	C11.7.5.5			Thermoplastic material, all colours	kilogram (kg)	100		R -
C11.7.7				**Road studs**				
	C11.7.7.2			Permanent road studs compliant to SANS 1463 (RSA-2)				
		(a)		W-W	number (No.)	350		R -
		(b)		W-R	number (No.)	500		R -
		(c)		Y-R	number (No.)	1 800		R -
	C11.7.7.3			Temporary road studs compliant to SANS 1442 or 1463 (RSA-T, W-R colour)	number (No.)	750		R -
C11.7.8				**Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)**	kilometre (km)	18		R -
C11.7.9				**Re-establishing the painting unit during the defects notification period and at other instances on instruction of the Engineer**	number (No.)	1		R -
C11.7.10				**Removal of existing, temporary or final road markings by:**				
	C11.7.10.1			Sandblasting	square metre (m^2)	10		R -
C11.7.11				**Removal of existing road studs**	number (No.)	2 650		R -
TOTAL CARRIED FORWARD TO SUMMARY								R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C11.9.1				**Finishing the road and road reserve:**				
	C11.9.1.2			Single carriageway road	kilometre (km)	18		R -

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
C20.1.3				**Providing testing equipment:**				
	C20.1.3.1			Core drill	number (No.)			
PC20.1.5				**Financial contribution for an independent site laboratory**	month	12	-R 100 000.00	-R 1 200 000.00
TOTAL CARRIED FORWARD TO SUMMARY								-R 1 200 000.00

ITEM				DESCRIPTION	UNIT	QTY	RATE	AMT
D10.01				**Target Group Participation**				
		(a)		Contract Participation Performance bonus	prime cost (PC) sum	Prime	Cost	R 540 000.00
D10.02				**Stakeholder and Community Liaison and Social Facilitation**				
		(a)		Cost of liaison, social facilitation and PLC support	prime cost (PC) sum	Prime	Cost	R 200 000.00
		(b)		Handling cost and profit in respect of sub-item D10.02(a)	percentage (%)	R 200 000.00		R -
D10.03				**Tender Process for Targeted Enterprises**				
		(a)		Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
			(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading	number (No.)	5		R -
			(ii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 and 4 contractor grading	number (No.)	5		R -
			(iii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 5 and higher contractor grading	number (No.)	2		R -
			(iv)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise suppliers	number (No.)	12		R -
		(b)		Targeted Enterprise Procurement Coordinator	month	15		R -
D10.04				**Responsibilities of the Contractor towards Targeted Enterprises**				
		(a)		Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	month	12		R -
		(b)		Targeted Enterprise Construction Manager	Person.Month	12		R -
		(c)		Targeted Enterprise Site Supervisors	Person.Month	36		R -
D10.05				**Construction Works by Targeted Enterprises**				
		(a)		Payments associated with the construction works carried out by Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading designation appointed in terms of Section D	provisional sum	Prov	Sum	R 2 500 000.00
		(b)		Handling costs and profit in respect of payment associated with sub-item D10.05(a)	percentage (%)	R 2 500 000.00		R -
		(c)		Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	lump sum	lump	sum	
		(d)		Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	lump sum	lump	sum	
D10.06				**Training, coaching, guidance, mentoring and assistance**				
		(a)		Training Costs				
			(i)	Accredited NQF training	provisional sum	Prov	Sum	R 200 000.00
			(ii)	Accredited generic skills training	provisional sum	Prov	Sum	R 200 000.00
			(iii)	Community skills training	provisional sum	Prov	Sum	R 200 000.00
			(iv)	D10.06(a)(i), (ii) and (iii)	percentage (%)	R 600 000.00		R -
		(b)		Student experiential training				
			(i)	Student stipends	prime cost (PC) sum	Prime	Cost	R 60 000.00
			(ii)	Provision of experiential training	Person.Month	12		R -
		(c)		Other costs during training	provisional sum	Prov	Sum	R 50 000.00
		(d)		Training venue	lump sum	lump	sum	
TOTAL CARRIED FORWARD TO SUMMARY								R 3 950 000.00

C2.3 SUMMARY OF PRICING SCHEDULE

CONTRACT SANRAL R.036-090-2020/1
FOR RESURFACING OF NATIONAL ROAD R36 SECTION 9 FROM km 0.0 to N1 (km 17.85)

GENERAL			
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	R1 865 000.00	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	R2 350 000.00	
C1.4	FACILITIES FOR THE ENGINEER	R705 000.00	
C1.5	ACCOMMODATION OF TRAFFIC	R250 000.00	R5 170 000.00
DRAINAGE			
C3.1	DRAINS	R180 000.00	
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	R0.00	R180 000.00
EARTHWORKS AND PAVEMENT LAYERS MATERIALS			
C4.4	COMMERCIAL MATERIALS	R0.00	R0.00
EARTHWORKS AND PAVEMENT LAYERS CONSTRUCTION			
C5.3	ROAD PAVEMENT LAYERS	R115 000.00	R115 000.00
PRETREATMENT AND REPAIR EXISTING LAYERS			
C8.2	COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS	R0.00	
C8.3	TEXTURE TREATMENT	R0.00	
C8.4	RUT AND/OR DEPRESSION CORRECTION	R0.00	
C8.5	STANDARD CRACK SEALING	R0.00	
C8.8	PATCHING AND EDGE BREAK REPAIR	R0.00	R0.00
ASPHALT LAYERS			
C9.1	ASPHALT LAYERS	R0.00	R0.00
SURFACE TREATMENTS			
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS	R50 000.00	R50 000.00
ANCILLIARY ROAD WORKS			
C11.7	ROAD MARKINGS AND ROAD STUDS	R0.00	
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R0.00	R0.00
QUALITY ASSURANCE			
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	-R1 200 000.00	-R1 200 000.00
SECTION D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGET LABOUR AND			
D1010	TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE	R3 950 000.00	R3 950 000.00
	SUBTOTAL A		R2 980 000.00
	CONTRACT SKILLS DEVELOPMENT GOAL:		
	0.25% of Subtotal A		R7 450.00
	SUBTOTAL B		R2 987 450.00
	VALUE ADDED TAX:		
	15% of Subtotal		R448 117.50
	TOTAL CARRIED TO C.1.1.1 : FORM OF OFFER		R3 435 567.50

SIGNED BY TENDERER: _____

PART C3: SCOPE OF WORKS

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SECTION A1: STANDARD AMENDMENTS ISSUED BY COTO

Notes to tenderer:

1. **The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO and reproduced in Section A1, together with additional amendments as set out in Section A2 and Project specific Specification Data as set out in Section B.**

As at February 2023, no amendments have been issued by COTO.

SECTION A2: PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS

Notes to tenderer:

1. **This Section A2 contains amendments to the Standard Specification, including additional clauses, amendment to clauses or deletion of clauses and specifications, required for this particular contract. Where the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications, between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract, these selections are not made in this Section A2. Details of such alternatives or additional requirements applicable to this contract are contained in Section B: Specification Data. Section B also contains project specific sections for Sections C, D and E.**
2. **The number of each clause and each payment item in this part of the project specifications follows the numbering format of the standard specifications.**

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COTO CHAPTER 1: GENERAL

SECTION 1.1: GENERAL PREAMBLE

PART A: SPECIFICATIONS

A1.1.2 DEFINITIONS

*Replace the Definition for "*Site / Site of the Works*" with the following:*
"Site / Site of the Works - shall mean the entire road reserve (both new and existing), inclusive of road junctions and property accesses, required for construction of the Works as defined by the limits of construction given in the Contract Documentation. It shall also include areas within statutory building lines where work has to be carried out and any additional lengths of road required for the placement of advanced warning road signs and/or traffic accommodation measures beyond the limits of construction as shown on the drawings. The Site shall also include areas outside of the road reserve required for Construction camps, Engineer's site facilities, Borrow pit areas or quarry areas, haulage and access roads, temporary deviations, storage areas, spoil areas and stockpile areas. The exact extent of the limits of the construction will be verified once the Site is handed over to the Contractor."

PART C: MEASUREMENT AND PAYMENT

C1.1.3 PAYMENT

C1.1.3.5 Payment for materials on the Site

In the last sentence of the 1st paragraph, delete the following:

", or, in the case of crushed stone which has not been purchased but has been produced on the site, at 80% of a fair evaluation of such crushed material".

Add the following new subclauses:

"**C1.1.3.9 Reduced payments for substandard work**

Where provision for reduced payments for sub-standard work is made in the Contract Documentation, acceptance of reduce payment for substandard work may be accepted by the Engineer subject to prior approval by the Employer.

C1.1.3.10 Procurement of sub-services and omitted rates (Second tier procurement)

Second tier procurement includes the procurement of any work where either the particulars of the work is not scheduled and priced, or where the process of procurement of the sub-service provider is specified elsewhere in the contract specification. It include the procurement of work where rates have been omitted or where allowance for the work is made under a Provisional sum or Prime cost sum item or where allowance for the work is made under a Provisional sum or Prime cost sum item but the particulars of the work is not scheduled, or where work is instructed under clause 13[Variations and Adjustments] or where work is to be performed by Targeted Enterprises.

The following procurement methods are to be followed as appropriate:

a) **Where the particulars of the work is not scheduled but existing rates for similar work exist in the contract and the work can therefore be executed by the contractor or his sub-contractor at the existing contract rates**.

No separate procurement process is required. The work is to be quantified and scheduled utilising existing rates and approved through the Works Authorisation process.

b) **Where the payment calculation is based on a formula specified in the contract document, or**
where the payment rate is pre-determined or fixed by the client.

No separate procurement process is required. The work is to be quantified and approved through the Works Authorisation process.

c) **Where the supplier is not selected by the contractor and actual cost is reimbursable and/or no procurement process is possible**.

No separate procurement process is required. The work is invoiced by supplier on completion and approved through the Works Authorisation process at the end of the contract.

d) **Where there are omitted items as part of the existing scheduled scope of work and no existing rates for similar work exist in the contract, or**
where there are no existing rates for the materials to be supplied and suitable rates for material to be determined.

A proposal for a new rate shall be submitted by the contractor and evaluated by the engineer, by comparing with either adjusted relevant rates in the contract, or by comparing with similar rates on similar contracts, or by comparing three informal quotes to substantiate the rate. The new agreed rate is approved through the Works Authorisation process.

e) **Where the particulars of the work is not scheduled and the estimated cost of the work (including VAT and excluding Contract Price Adjustment) is equal or less than R1,000,000.00 and there are no existing rates for similar work and the contractor's proposal submitted in terms of FIDIC Variation 13.1 is not accepted and the work is to be performed by a sub-contractor.**

A minimum of three quotations shall be obtained from Targeted Enterprises (as defined in Section D1000). The following is the minimum requirements for this process:
- Prequalification for B-BBEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Quotation to include form of quotation, CSD registration, CIDB (where applicable),

A Works Authorisation shall be approved prior to execution of the work.

f) **Where the particulars of the work is not scheduled and the estimated cost of the work is more than R1,000,000.00 (including VAT and excluding Contract Price Adjustment) and there are no existing rates for similar work and the contractor's proposal submitted in terms of FIDIC Variation 13.1 is not accepted and the work is to be performed by a sub-contractor.**

The work is to be procured through a tender process. The following is the minimum requirements for this process:
- Prequalification for B-BBEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Tenders to close at the relevant site offices at a specific date and time
- Tender documents to include form of Offer, CSD registration, Tax compliance, CIDB (where applicable), SBD1, SBD 4, SBD 6.2, BEE certificate, Form A2.2
- Tenders to be evaluated on price and preference
- Evaluation by contractor for review by engineer

A Works Authorisation shall be approved prior to execution of the work.

g) **Where the particulars of the work is identified by the contractor to be performed by subcontractors who are Targeted Enterprises to form part of the specified Contract Participation Goals for Targeted Enterprises.**

The work is to be procured as per the process specified in clause D1007.

h) **Where the work is unforeseen, urgent and the relevant procurement method as indicated above will result in a delay to the contract and payment for a claim for extension of time and/or cost, or**
where the above procurement methods are not applicable or cannot fully be complied with.

The Employer will determine the most appropriate procurement process to be followed and approved through the Works Authorisation process."

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATIONS

A1.2.3 GENERAL

A1.2.3.15 Routine maintenance

Add the following new paragraphs:

"The Contractor's responsibility for routine maintenance on this contract is indicated in the Contract Documentation."

The backfilling for patching shall be done as indicated in the Contract Documentation.

The riding quality of gravel deviations shall comply with the requirements indicated in the Contract Documentation."

Add the following new subclause after A1.2.3.23:

"**A1.2.3.24 Reference Manuals, other specifications and test methods**

In various chapters of this Standard Specification, reference is made to Manuals, other specifications and test methods. If not otherwise indicated in the Contract Documentation, the latest published Manual, other specification and test methods at time of close of tender will apply. Any changes to be implemented on a project as a result of revisions to manuals, other specifications and test methods, will be handled in terms of the Conditions of Contract.

Certain TRH and TMH documents are published as Sabita Manuals/TRH or Sabita Manuals/TMH publications. Where reference is made to the TRH or TMH document, it shall be read as referring to the latest version of the Sabita Manual/TRH publication or Sabita Manual/TMH publication, respectively."

A1.2.7 EXECUTION OF THE WORKS

A1.2.7.1 Programme of work

a) General

Add the following new paragraphs:

"The contractor shall note that the examination of a road with a view to rehabilitation is normally undertaken a considerable period of time before the commencement of the contract, and that conditions may subsequently change. The engineer will make further examinations during the period of contract, and, depending on the results of such examinations, the quantities of any items of work may be drastically increased or decreased.

The contractor shall base his initial programme for road rehabilitation on the scope of the work as described in the project specifications on the quantities contained in the Pricing Schedule (Part C2)."

PART C: MEASUREMENT AND PAYMENT

(ii) Items that will not be measured separately

Replace the wording of item 8 with the following:
*"*8. The design of all temporary work and the construction of all temporary work, unless otherwise indicated in the Contract Documentation.*"*

Item **Unit**

C1.2.7 Road safety audits

*In the wording of item C1.2.7.2, replace "*C1.2.6.1*" with "*C1.2.7.1*".*

*In the wording of item C1.2.7.4, replace "*C1.2.6.3*" with "*C1.2.7.3*".*

*In the 4th paragraph of the item description, replace "*C1.2.7.2*" with "*C1.2.7.3*".*

Add the following new pay items:

"Item **Unit**

C1.2.10 Dispute Adjudication Board (DAB)

C1.2.10.1 Employer's contribution to DAB (50%) .....prime cost (PC) sum

The unit of measurement for item C1.2.10.1 is the prime cost sum. Payment of the prime cost sum shall be in terms of FIDIC Clause 13.5 for 50% of the amounts invoiced from the appointed DAB. No sum for overhead charges and profit in terms of FIDIC Clause 13.5(ii) is payable for this item."

SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

Item **Unit**

C1.3.1 The Contractor's general obligations

Delete subitem C1.3.1.3 and replace with the following:

"C1.3.1.3 Time related obligations:
a) Mobilisation period ..... month
b) Execution of the works ..... month"

Add the following pay subitems:

"C1.3.1.4 Suspension Cost
a) De-establishment ..... Number
b) Re-establishment..... Number
c) Suspension period ..... month
d) Engineer's cost ..... prime cost sum (PC) sum

*Under the heading "*Item C1.3.1.3*", delete the 2nd paragraph and replace with the following:*

"The contract rate shall include full compensation for that part of the Contractor's general obligations which are mainly a function of construction time. The contract rate shall be deemed to include, leasing costs, hire costs or cost of ownership per month for Contractor's

Equipment. The contract rate will be paid monthly, pro rata for parts of a month, from the Commencement Date in terms of the Contract Documentation until the end of the Mobilisation Period for item C1.3.1.3(a). For item C1.3.1.3(b) the contract rate will be paid monthly, pro rata for parts of a month, from the end of Mobilisation Period until the end of the original Contract Period specified for completion of the Works."

Add the following new paragraphs:

"Item C1.3.1.4

The rates tendered under subitem C1.3.1.4 shall represent full compensation for all Costs for Suspension of Work and all Costs during Suspension of Works period, and no other Costs (including other monthly costs) shall be payable.

Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall be made for the number of de-establishments and re-establishments of all Personnel and Goods (Contractor's Equipment, Materials, Plant and Temporary Works) as instructed by the Engineer. Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall not apply during the Mobilisation Period.

Payment of subitem C1.3.1.4(c) shall be made monthly, pro rata for parts of a month, from the date on which the Contractor has suspended progress of all of the Works in terms of Conditions of Contract clause 8.8 and commenced with de-establishment of the site, until permission or instruction to proceed in terms of Conditions of Contract clause 8.12 is given. Payment of subitem C1.3.1.4(c) shall not apply during the Mobilisation Period.

The Prime Sum in subitem C1.3.1.4(d) is provided to cover the cost of the Engineer during the period of suspension of the works. The amounts certified by the Employer shall be made to the Engineer, within 30 days of it being certified by the Employer."

SECTION 1.5: ACCOMMODATION OF TRAFFIC

PART A: SPECIFICATIONS

A1.5.7 EXECUTION OF THE WORKS

A1.5.7.10 Construction of temporary deviations

a) General

Delete the last paragraph and replace with the following: "The proposed location, layout, temporary drainage, earthworks, pavement layers, surfacing and ancillary works details of all temporary deviations, including the signage and road marking required, shall be agreed with the Engineer before construction of any temporary deviation commences.".

b) Drainage works for temporary deviations

*In the 2nd paragraph in the 1st sentence delete "*specified*" and replace with:* "approved".

PART C: MEASUREMENT AND PAYMENT

Item **Unit**

C1.5.4 Construction of temporary deviations

*In the last sentence of the item description, after the words "…*include full compensation for the*", add the following: "*design and the*".*

SECTION 1.6: CLEARING AND GRUBBING

PART C: MEASUREMENT AND PAYMENT

(iii) Items to be measured and paid for using items specified elsewhere in the specifications

*In Table C1.6-1 for the Preparation of topsoil stockpile sites activity, delete reference to "*Chapter 11*" and replace with "*Chapter 4*".*

COTO CHAPTER 2: SERVICES

There are no amendments to this Chapter

PART C: MEASUREMENT AND PAYMENT

Item	Description	Unit
C3.1.9	**Pipes in subsoil drainage systems**	

Replace the description of payment item C3.1.9.1 with:

"C3.1.9.1 U-PVC / HDPE pipes and fittings, normal duty, complete with couplings (state size and whether or not perforated or slotted)"

Item	Description	Unit
C3.2.2	**Backfilling**	
C3.2.2.3	Extra over sub-items C3.2.2.1 and C3.2.2.2 for soil cement backfilling	

*In sub-item (a), delete "*of 3% cement*".*

*In sub-item (b), delete "*of 3% cement*".*

Item	Description	Unit
C3.2.13	**Removing and relaying existing culverts**	

In the 2nd paragraph of the item description, delete the wording:
"transporting for a haul distance within 5,0 km without additional payment,",
and replace with the following:
"transporting over a distance of less than and up to 1,0 km,"

COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

SECTION 4.1: BORROW MATERIALS

PART A: SPECIFICATIONS

A4.1.7 EXECUTION OF THE WORKS

A4.1.7.2 Borrow pit and quarry operations

b) Classes of excavation

(iv) Hard excavation

*In the 2nd bullet after: "*Ripping with a bulldozer*" add the following*:

"Ripping shall be carried out on typically moderately weathered soft rock (soft rock as defined in Section 12.1 Table A12.1.7-1) that can be efficiently ripped by a bulldozer with a weight of at least 35 tons and minimum nett power of 220 kW."

SECTION 4.2: CUT MATERIALS

PART A: SPECIFICATIONS

A4.2.3 GENERAL

A4.2.3.2 Contractor prepared plans for cuttings

In 1st paragraph at the end of the last sentence, add the following as part of the last sentence:

", unless otherwise indicated in the Contract Documentation."

SECTION 4.4: COMMERCIAL MATERIALS

PART A: SPECIFICATIONS

A4.4.7 EXECUTION OF THE WORKS

A4.4.7.1 Selection (design) of the stabilising agent content

c) Cementitious stabilising agent for chemical stabilisation

Step 2: Determine the Initial Consumption of Stabiliser (ICS) of the material.

Add the following after the 1st paragraph:

"The ICS shall be determined for more than one stabilizer agent and the stabilizer agent to be utilised in Step 3 shall be selected by the Engineer based on the ICS results."

COTO CHAPTER 5: EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION

SECTION 5.3: ROAD PAVEMENT LAYERS

PART A: SPECIFICATION

A5.3.8 WORKMANSHIP

A5.3.8.4 Construction tolerances for pavement layers

Add the following as a new sub-clause:

"f) Surface texture

The maximum volumetric texture depth (measured as described in SANS 3001-BT11) of the base, shall be as specified in Table A5.3.8-7, for the different seal types to be placed on the base.

Table A5.3.8-7: Maximum texture of base

Surfacing type	**Max texture depth of the base**
Single seal with 10 mm aggregate	0,8
Single seal with 10 mm aggregate (with cover spray)	1,0
Single seal with 14 mm aggregate	0,8
Single seal with 14 mm aggregate (with cover spray)	1,5
Single seal with 14 mm aggregate (with Bitumen rubber)	1,2
Double seal with 10 mm aggregate and sand	1,0
Double seal with 14 mm aggregate and sand	1,5
Cape Seal with 10 mm aggregate and one layer of slurry	1,5
Cape Seal with 14 mm aggregate and one layer of slurry	2,0
Cape Seal with 20 mm aggregate and two layers of slurry	2,5
Double seal with 14 mm aggregate and a layer of 7 mm aggregate	1,5
Double seal with 14 mm aggregate and a layer of 5 mm aggregate	1,5
Double seal with 20 mm aggregate and a layer of 10 mm aggregate	2,0
Double seal with 20 mm aggregate and a layer of 7 mm aggregate	2,0
Double seal with 20 mm aggregate and two layers of 7 mm aggregate	1,5
Other surfacing type (as indicated in the Contact Documentation)	As specified in the Contract Documentation"

A5.3.8.5 Surface regularity

Add the following to the 1st paragraph:

"The surface regularity shall be assessed on the final prepared layer after all excess fines have been swept off the surface."

c) By using a profiler

In the paragraph following Table A3.5.8--6, delete the following: " for payment items *** _____ ", *and replace with the following*: "for payment items as specified in the Contract Documentation".

PART C: MEASUREMENT AND PAYMENT

Item Description Unit

C5.3.2 Construction of pavement layers

C5.3.2.1 Construction of layers using conventional construction methods:

Add the following new pay item:

(dd)	Emulsion treated base material (G1 or G2 material and layer thickness indicated) as per clause A4.1.5.15	cubic metre (m^3)

COTO CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

SECTION 8.1: PRIME COAT

PART A: SPECIFICATION

A8.1.5 MATERIALS

A8.1.5.1 Bituminous material

*In Table A8.1.5-1 Delete "*the excavated area*" in the table caption and heading*.

A8.1.8 WORKMANSHIP

A8.1.8.2 Testing

*Replace the last sentence of the 1st paragraph with the following: "*Unless agreed in advance and in writing, the Contractor shall only spray when the Engineer's representative is present.*"*

SECTION 8.3: TEXTURE TREATMENT

PART A: SPECIFICATION

A8.3.5 MATERIALS

A8.3.5.2 Aggregate

*In clause a), delete reference to "*A10.15.17*" and replace with "*A10.1.5.17*".*
*In clause b), delete reference to "*A10.15.18*" and replace with "*A10.1.5.18*".*

SECTION 8.4: RUT AND/OR DEPRESSION CORRECTION

PART A: SPECIFICATIONS

A8.4.3 GENERAL

In the 5th paragraph, 1st sentence, delete "TRH8" *and replace with* "Sabita Manual 35/TRH8".

SECTION 8.6: GEOSYNTHETIC CRACK SEALING

PART C: MEASUREMENT AND PAYMENT

Add the following new pay item:

"Item	**Description**	**Unit**
C8.6.2	**Bituminous binder variation:**	
C8.6.2.1	Bitumen emulsion (*indicate type and binder content*)	litre (ℓ)

The unit of measurement for bituminous binder in respect of an increase or a decrease in the specified rates of application shall be the litre measured in terms of the residual cold bitumen before dilution."

COTO CHAPTER 9: ASPHALT LAYERS

SECTION 9.1: ASPHALT LAYERS

PART A: SPECIFICATION

A9.1.5 MATERIALS

A9.1.5.4 Aggregates

a) Aggregate properties

*In the 1st paragraph, delete the 2nd sentence: "*Coarse and fine aggregate shall be clean and free from decomposed materials, vegetable matter or any other deleterious substances, and shall meet the requirements listed in Table A9.1.5-1 below unless otherwise specifically stated in the Contract Documentation*", and replace with the following:*
"Coarse and fine aggregate shall be clean from excess dust and free from decomposed materials, vegetable matter and any other deleterious substances such as clay lumps and organic matter and shall meet the requirements listed in Table A9.1.5-1 below unless otherwise specifically stated in the Contract Documentation.".

A9.1.7 EXECUTION OF THE WORKS

A9.1.7.7 Compaction

In the 1st sentence, delete "Clause A9.4.2" *with* "Clause A.1.4.2".

A9.1.8 WORKMANSHIP

A9.1.8.4 Surface regularity

a) Measured using inertial laser profilometers

*In the 6th paragraph add the following prior to "*The applicable Full Payment Bracket *…":*

"For the Asphalt Base the values in Payment Bracket 6 in Table A9.1.8-3 shall be applied as the payment adjustment factors for the Asphalt Base on the contract or section, and for the Asphalt Surfacing".

In the 6th paragraph add the following after "…assessment of the base as per Clause A5.3.8.5c) of Chapter 5 for granular bases":

", and this clause A9.1.8.4a) for Asphalt bases."

In the 7th paragraph, delete: "under 1".

Add the following after the 8th paragraph:

"Where the asphalt surfacing is placed on a surface, other than a granular or asphalt base, constructed by the Contractor through mill and replace or patching, the surface regularity of the replaced or patched surface shall be measured before the surfacing is placed. Should the IRI values per 100m section so determined be better than the IRI values of the original surfacing for the particular 100m section, the measured values shall be used for the $IRI_{b\ Ave}$ in the above calculation. Should the IRI values per 100m section so determined be worse than the IRI values of the original surfacing for the particular 100m section, the IRI values of the original surfacing shall be used for the $IRI_{b\ Ave}$ in the above calculation."

In the 9th paragraph, delete : "surfacing".

*For Table A9.1.8-3, delete "*surfacings*" in the heading and add the following additional Payment Bracket to Table A9.1.8-3*

"Target IRI$_{100m\ Ave}$ (m/km)	**Payment Bracket 9**
< 0.80	1.050
0.81 to 0.90	1.050
0.91 to 1.00	1.050
1.01 to 1.10	1.050
1.11 to 1.20	1.050
1.21 to 1.30	1.050
1.31 to 1.40	1.050
1.41 to 1.50	1.050
1.51 to 1.60	1.050
1.61 to 1.70	1.025
1.71 to 1.80	1.010
1.81 to 1.90	1.000
1.91 to 2.00	0,990
2.01 to 2.10	0,975
2.11 to 2.20	0,955
2.21 to 2.30	0,930
2.31 to 2.40	0,900
2.41 to 2.50	0.865
>2.51	Reject"

PART C: MEASUREMENT AND PAYMENT

Item Description Unit

C9.1.3 Application of bond coat

Replace "Clause A9.1.5.7" *with* "Clause A9.1.5.3" *in the 1st sentence of the last paragraph.*

Item Description Unit

C9.1.9 Application of rolled-in chippings (State nominal size**)**

*Delete the 1st paragraph of the item description: "*The unit of measurement shall be the ton of specified size of rolled-in chippings applied at the approved application rate, measured loose in hauling vehicles. The tendered rate shall include full compensation for the procuring, furnishing, pre-coating, spreading and rolling in of the chippings and for any additional costs resulting from the construction of the asphalt surfacing with rolled-in chippings.*",*

and replace with the following:

*"*The unit of measurement shall be the square metre of specified size of rolled-in chippings applied at the approved application rate. The tendered rate shall include full compensation for the procuring, furnishing, pre-coating, spreading and rolling in of the chippings and for any additional costs resulting from the construction of the asphalt surfacing with rolled-in chippings.*".*

COTO CHAPTER 10: SURFACE TREATMENTS

SECTION 10.1: GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

PART A: SPECIFICATION

A10.1.1 SCOPE

Add the following: "All references to TRH3 refer to the latest revision of Sabita Manual 40."

A10.1.3 GENERAL

A10.1.3.1 Requirements pertaining to all surface treatments

In the 2nd paragraph, delete "an" *and replace with* "and"*.*

A10.1.3.2 Weather limitations

Delete the 1st sentence of the 2nd paragraph, and replace with the following:
*"*No seal work will be allowed in the Seal Embargo Period defined in the Contract Documentation, unless otherwise specified in the Contract Documentation.".

A10.1.3.14 Nominal rates of application for tender purposes

*In the 1st sentence of the 2nd paragraph, after the wording: "…*used in the various types of seals*", add the following: "*,as specified in the Contract Documentation*".*

e) Nominal binder application and aggregate spread rates for Cape seals (Slurry component)

*In Table A10.1.3-7 in the last row of the 1st column, delete "*1*" and replace with "*10*".*

g) Cover sprays

*Replace the 1st paragraph with the following: "*The nominal application rate of a diluted emulsion cover spray (50/50) as specified, shall for tender purposes be 0,8 l/m^2 residual cold bitumen.*".*

A10.1.5 MATERIALS

A10.1.5.7 Precoating fluid

*Add the following new paragraph: "*The precoating fluid shall be a low viscosity bitumen-based product containing petroleum cutters and a chemical adhesion agent. It shall comply with the specifications as provided in the SABITA Manual 30: Requirements for stone precoating fluids.".

A10.1.6 CONSTRUCTION EQUIPMENT

A10.1.6.1 Binder distributor

*In the last paragraph replace the 1st sentence with the following: "*The transverse distribution of spray flares shall be field verified according to SANS 3001-BT25 and Clause A20.1.5.9 of Chapter 20 and by visual observations to ensure a uniform transverse distribution of binder.".

A10.1.6.2 Chip spreaders

In the last paragraph delete the 2nd bullet and replace with the following:
"- of spreading Grade C aggregate, Graded aggregate and Sand- or Grit seals.".

PART C: MEASUREMENT AND PAYMENT

Item	Description	Unit

C10.1.2 Single seals including a cover spray, if specified (indicate grade of aggregate and type of binder) spreading the aggregate by (state: walk behind spreader or by hand):

Replace the 1st two item description paragraphs with the following:
*"*The unit of measurement for item C10.1.1 and C10.1.2 shall be square metre of completed and accepted seal in accordance with the approved method statement and additional instructions.

The nominal rates for single seals indicated in A10.1.3.14(a) and for cover sprays indicated in A10.1.3.14(g), shall apply.".

C10.1.3 Multiple stone seals including a cover spray, if specified using:

Replace the 1st sentence of the 2nd paragraph of the item description, with the following:
*"*The nominal rates for multiple stone seals indicated in A10.1.3.14(b) and for cover sprays indicated in A10.1.3.14(g), shall apply.

C10.1.4 Embargo period effects

*In the 1st paragraph of the item description, delete reference to: "*C10.1.6.1*", and replace with: "*C10.1.4.1*".*

*In the 2nd paragraph of the item description, delete reference to: "*C10.1.6.2*", and replace with: "*C10.1.4.2*".*

C10.1.6 Sand or Grit seals using (state: walk behind spreader or by hand):

Replace the 1st two item description paragraphs with the following:
*"*The unit of measurement for item C10.1.5 and C10.1.6 shall be square metre of completed and accepted seal in accordance with the approved method statement and additional instructions.

The nominal rates for sand or Grit seals indicated in A10.1.3.14(c) shall apply.".

C10.1.11 Application of cover spray

*In the 2nd paragraph of the item description, delete reference to: "*A10.1.3.15*", and replace with: "*A10.1.3.14*".*

C10.1.12 Application of cover spray by hand

*In the 2nd paragraph of the item description, delete reference to: "*A10.1.3.15*", and replace with:* "A10.1.3.14*".*

PART D: GUARANTEES AND COMPLIANCE CERTIFICATES

D10.1.5 VISUALLY ASSESSED PROPERTIES

D10.1.5.4 Acceptance criteria

*In note 3 below Table D10.1.5-3, delete "*May 2016*" and replace with "*Latest version*".*

COTO CHAPTER 11: ANCILLARY ROAD WORKS

SECTION 11.4: ROAD RESTRAINT SYSTEMS

PART A: SPECIFICATION

A11.4.1 SCOPE

Delete the last paragraph, and replace with the following:
*"*Moveable vehicle restraint systems required for traffic accommodation during construction and truck mounted attenuators are also specified in Clauses A1.5.6.1, A1.5.6.3 and A1.5.7.11 of Chapter 1.".

PART C: MEASUREMENT AND PAYMENT

Item **Unit**

C11.4.2 Performance based vehicle restraint systems

Where the Concrete barrier system is utilised as temporary restraint systems for Traffic Accommodation and scheduled under C1.5 in the Pricing Schedule, the unit of measure shall be metre.month.

SECTION 11.6: ROAD SIGNS

PART A: SPECIFICATION

A11.6.7 EXECUTION OF THE WORKS

A11.6.7.5 Erecting road signs

b) Excavation and backfilling

*In the 1st sentence of the 2nd paragraph, before "*Section A13.4 of Chapter 13*", add the following:*
*"*Section A13.2, Section A13.3 and".

PART C: MEASUREMENT AND PAYMENT

Item **Unit**

C11.6.1 Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:

Add the following new pay item:

"C11.6.1.13 Moveable barricade/road sign combination (signboard material, background, symbol retro-reflective class and size indicated) number (No)

The unit of measurement for item C11.6.1.13 shall be the number of moveable barricades, complete with road signs provided.
The tendered rate for item C11.6.1.13 shall include full compensation for providing and erecting each moveable barricade and signs and shall also include full compensation for moving the barricade as and when required."

SECTION 11.7: ROAD MARKINGS AND ROAD STUDS

PART A: SPECIFICATION

A11.7.5 MATERIALS

A11.7.5.2 Materials

a) Marking materials

(iii) Thermoplastic road marking material

*In the 4th paragraph, delete "*mcd/m^2.lux*"and replace with "*mcd/m^2/lux*".*

PART C: MEASUREMENT AND PAYMENT

Item	**Unit**
C11.7.3 Thermoplastic road marking	

*Amend the retro-reflective luminance unit to be "*mcd/m^2/lux*".*

COTO CHAPTER 20: QUALITY ASSURANCE

SECTION 20.1: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

PART A: SPECIFICATION

A20.1.2 DEFINITIONS

Independent site laboratory

*In the definition of "*Independent site laboratory*", add the following:*

*"*Independent Site laboratory in COTO is equivalent to the combined laboratory in the Employer documentation*"*

A20.1.4 PUBLISHED TEST METHODS

A20.1.4.8 Testing of asphalt

Add the following new paragraph:

"Sabita Manual 39: Laboratory Testing Protocols for Binders and Asphalt, shall be implemented together with the asphalt tests listed."

*Delete reference to: "*Sabita Manual 35 for Design and Use of Asphalt in Road Pavements: Determining the Richness Modulus of EME asphalt mixes*."*
*and replace with "*Sabita Manual 33 for Design Procedure for High Modulus Asphalt (EME): Determining the Richness Modulus of EME asphalt mixes."

A20.1.7 ACCEPTANCE CONTROL BY STATISTICAL JUDGEMENT PRINCIPLES

A20.1.7.2 Taking samples

a) Stratified random sampling

Add the following new paragraph:

"Where the SARDS Laboratory module is used, the sampling locations must be as per the software. The Engineer may specify additional sampling locations."

b) Minimum samples per lot

Add the following new paragraph:

*"*Where the SARDS Laboratory module is used, the number of samples per lot must be as per the software, as a minimum. The Engineer may specify additional numbers of samples. The Number of samples must be sufficient to meet the requirements of TMH5*."*

PART C: MEASUREMENT AND PAYMENT

C20.1.5 Financial contribution for an independent site/commercial laboratory

Delete reference to: "/commercial".

SECTION B: SPECIFICATION DATA

Notes to tenderer:

1. **In certain clauses, the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this Section B: Specification Data.**
2. **The number of each clause and each payment item in this part of the project specifications follows the numbering format of the COTO standard specifications. Where, however, a clause has been amended under Section A2, the clause number is prefixed with a "P" in this Section.**

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
1			**GENERAL**	
	A1.1		**GENERAL PREAMBLE**	
		PA1.1.2	**DEFINITIONS**	
			Conditions of Contract	The Conditions of Contract for Construction for Building and Engineering Works designed by the Employer as published by the International Federation of Consulting Engineers First Edition 1999, shall apply.
			Site / Site of the Works	The limits of construction is provided in Drawing 10996-003-001
	A1.2		**GENERAL REQUIREMENTS AND PROVISIONS**	
		A1.2.3	**GENERAL**	
			A1.2.3.3 Environmental management	The requirements of the Environmental Officer is indicated in Section C.
			A1.2.3.4 Extension of time for delays caused by rainfall	
			c) Method 3 (Critical path method without consequential delays)	Method 3 (Critical path method without consequential delays) is specified. The value of "N" is 15, based on the following expected monthly delays for rainfall and wind. Month / Rain / Other / Total Jan 2 1 3 Feb 1 0 1 Mar 1 0 1 Apr 0 0 0 May 0 0 0 Jun 0 0 0 Jul 0 0 0 Aug 0 0 0 Sep 1 1 2 Oct 1 1 2 Nov 2 1 3 Dec 2 1 3 In calculations of payment for approved extensions of time granted for delays caused by rainfall, payment will be made utilising the applicable payment items for which the unit of measurement is "month" but excluding payment items with negative rates and non-applicable payment items such as pay item C1.3.1.4.
			A1.2.3.5 Handing-over of the Site of the Works	The conditions for handing-over of the Site of the Works are as follows: a) Sequence The whole site will be handed over to the Contractor on completion of the Mobilisation period. The whole site shall be handed back on issuing of the Taking-over certificate

<table>
<tr><th>CH</th><th>SEC</th><th>CL</th><th>SUB-CLAUSE</th><th>SPECIFICATION DATA</th></tr>
<tr><td></td><td></td><td></td><td></td><td>b) Temporary deviations
No temporary deviations allowed.

c) Half or partial width sections
A maximum of three (3) working areas each with a maximum length of 3 km (approaches excluded) may be barricaded at any one time.

d) Unrestricted sections
Adequate passing opportunity shall be made available for traffic between consecutive work areas. The passing section between the work areas shall not be shorter than 3 km between tapers.

e) Other
The minimum lane width open to traffic shall be 3.2m</td></tr>
<tr><td></td><td></td><td></td><td>A1.2.3.9 Monthly reports</td><td>Information to be included in monthly progress reports as required in terms of Conditions of Contract Clause 4.21.</td></tr>
<tr><td></td><td></td><td></td><td>A1.2.3.10 Notices, signs and advertisements</td><td>Details of the contract sign board is provided in Drawing 10996-003-002</td></tr>
<tr><td></td><td></td><td></td><td>A1.2.3.13 Prevention of damage to nearby properties and services</td><td>Structures that could be affected by excessive ground vibrations is listed in the following table:

<table><tr><td>Structure</td><td>Type</td><td>Location</td></tr><tr><td></td><td></td><td></td></tr><tr><td>None</td><td>-</td><td>-</td></tr><tr><td></td><td></td><td></td></tr></table></td></tr>
<tr><td></td><td></td><td></td><td>PA1.2.3.15 Routine maintenance</td><td>The Contractor shall be responsible for the maintenance of the surfaced road widths within the limits of construction.

The Contractor shall take over the specified maintenance responsibility on the date of Access to site

The backfilling for patching shall be done in accordance with the requirements of Chapter 8.8.</td></tr>
<tr><td></td><td></td><td></td><td>A1.2.3.18 Stakeholder liaison</td><td>Additional requirements related to structured engagement with project Stakeholders and affected Communities, as well as guidance on the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises is provided in Section D1000.</td></tr>
<tr><td></td><td></td><td></td><td>A1.2.3.20 Road safety audits</td><td>A Work zone traffic management audit as well as a Pre-opening stage road safety audit, shall be carried out.</td></tr>
</table>

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			A1.2.3.22 Wayleaves/Agreements and Permits	The Contractor shall be responsible for applying for the following wayleaves: None envisaged.
		A1.2.7	**EXECUTION OF THE WORKS**	
			PA1.2.7.1 Programme of work	
			a) General	A scheme 2 programme shall apply.
			b) Scheme 2	The programme shall be drawn up or be compatible with Microsoft Project 2013. Additional schedules, other than required in terms of Conditions of Contract Clause 8.3, to be provided are : • The project calendar, showing non-working time(s).
			A1.2.7.4 Work on, over, under or adjacent to utilities	No approvals envisaged.
	A1.3		**CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**	
		A1.3.3	**GENERAL**	
			A1.3.3.1 Construction camps	Construction camps are to be established at locations chosen by the Contractor.
	A1.4		**FACILITIES FOR THE ENGINEER**	
		A1.4.3	**GENERAL**	The Engineer requires the following offices and conference rooms, furnished with items listed in the Pricing Schedule: • 3 x offices of at least 16m^2 each • 1 x conference room of at least 24m^2
		A1.4.7	**EXECUTION OF THE WORKS**	
			A1.4.7.1 Offices and laboratories	
			a) General	The site laboratory shall be supplied with three-phase electricity.
			b) Offices	Fittings, furniture and equipment shall be as specified.
			c) Laboratories	The site laboratory details will be provided by the Engineer at commencement.
			f) Ablution unit	Two separate male and female ablution facilities will be provided for exclusive use by the Engineer's staff. Each separate facility must include a shower, 2 x toilets and hand basin with fittings, furniture and equipment as specified.
			A1.4.7.3 Services	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			b) Water, electricity and gas	A back-up power supply shall be provided to supply uninterrupted power to the engineer's offices.
			A1.4.7.5 Office staff	Appointment of office and/or technical assistants by the Contractor for the services of the Engineer is not required.
	A1.5		**ACCOMMODATION OF TRAFFIC**	
		A1.5.3	**GENERAL**	
			A1.5.3.2 General requirements	Traffic accommodation shall be undertaken on the existing surfaced width, under stop/go controls, with construction activities undertaken in half widths.
			A1.5.3.3 Lane width	Lane widths shall not be less than 3.2m.
		A1.5.6	**CONSTRUCTION EQUIPMENT**	
			A1.5.6.1 Traffic control facilities	
			A1.5.6.2 Illuminated traffic signs and safety devices	
			d) Sign mounted flashing lights	Flashing amber lights shall be provided during night and day traffic accommodation as instructed by the Engineer.
		A1.5.7	**EXECUTION OF THE WORKS**	
			A1.5.7.3 Accommodation of traffic where the road is constructed in half or partial widths	The length of the half or partial width construction sections where the traffic can only pass in one direction at a time shall not exceed 3 km. The number of one-ways sections under construction at any one time shall not exceed three (3).
			A1.5.7.6 Maintenance of existing roads used as detours	No existing roads are to be used as detours.
			A1.5.7.10 Construction of temporary deviations	
			d) Earthworks and pavement layers for temporary deviations	No temporary deviations are envisaged.
			e) Surfacing of temporary deviations	No temporary deviations are envisaged.
	A1.7		**LOADING AND HAULING**	
		A1.7.7	**EXECUTION OF THE WORKS**	The Contractor must provide the Engineer with the certified carrying capacity of each vehicle before any construction materials can be transported.

COTO CHAPTER 2: SERVICES

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
2			**SERVICES**	
	A2.1		**GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES**	
		A2.1.1	**SCOPE**	
			A2.1.1.1 Installation of new services	No new services are to be installed
			A2.1.1.2 Location, identification, protection and relocation of existing services	The location(s) of existing services are not shown on the drawings. The only known service likely to be affected by the Works is the CTO at km 17.8, clearly visible on the road surface.
		A2.1.3	**GENERAL**	
			A2.1.3.1 Installation of new services	No new services are to be installed
			A2.1.3.2 Location, identification, protection and relocation of existing services	
			a) Existing as-built records	The location(s) of existing services are not shown on the drawings. The only known service likely to be affected by the Works is the CTO at km 17.8, clearly visible on the road surface.
			b) Location of existing services	The location(s) of existing services are not shown on the drawings. The only known service likely to be affected by the Works is the CTO at km 17.8, clearly visible on the road surface.
			d) Protection of services	
			(i) Service owners	The owner of the CTO is the Employer, who is aware that their service will be affected by this project. No wayleaves are required.
			(ii) Protection	Due to the nature of the service (CTO) and the scope of this project, protection thereof is not possible.
			(iv) Relocation	The Contractor shall obtain quotations for replacement of the CTO, and follow the Employer's approval processes detailed in the Contract Data and Scope of Works.
			A2.1.3.3 Safety, Method Statements, safeguarding the works and accommodation of traffic	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			a) Safety and Method Statements	Dealing with existing services (identification, protection and/or relocation) shall be included in the Principle Contractor's approved Health and Safety Plan.
			c) Accommodation of traffic	Accommodation of traffic measures for management and/or installation of services shall be as detailed for road construction works.
			A2.1.3.5 Programming for services	
			a) Trenching and installation sequence	Requirements as stated in the specification shall apply.
			A2.1.3.6 Provision of record drawings and details	No registration with PLATO required.
			A2.1.3.9 Limitations and restrictions	
			c) Installation under special conditions	No special conditions apply.
			e) Working widths	No limitation on corridor width is required.
		A2.1.4	**DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS**	
			A2.1.4.1 Temporary works	No temporary works required.
			A2.1.4.2 Alternative designs	
			b) Alternative design approvals	No designs have been undertaken or are required for services.
			A2.1.4.3 Designs	The Contractor is not responsible for any design of civil engineering components to services.

COTO CHAPTER 3: DRAINAGE

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
3			**DRAINAGE**	
	A3.1		**DRAINS**	
		A3.1.4	**DESIGN BY CONTRACTOR / PERFORMANCE**	Not applicable.
		A3.1.5	**MATERIALS**	
			A3.1.5.2 Subsoil Drainage Materials a) Pipes	Pipes shall be as specified on the drawings.
		A3.1.7	**EXECUTION OF THE WORKS**	
			A3.1.7.4 Subsoil drainage a) Construction of subsoil drainage systems	
			(ii) With polymer film lining to trenches for subsoil drainage systems	Refer Drawing 10996-003-006
			(v) With alternative drainage systems	Not applicable.
			A3.1.7.5 Manholes, outlet structures and cleaning eyes	Refer Drawing 10996-003-006, 007 & 008
	B3.1		**DRAINS**	
		B3.1.6	**CONSTRUCTION EQUIPMENT**	None applicable.
	D3.1		**DRAINS**	No specific items or details.
	A3.3		**CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS**	
		A.3.3.4	**DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS**	None applicable.
		A3.3.7	**EXECUTION OF THE WORKS**	
			A3.3.7.1 Drainage structures	
			a) Prefabricated concrete kerbing and channelling	Refer Drawing 10996-003-009
			f) Cast in situ chutes on cut slopes	Refer Drawing 10996-003-010
			i) Stone pitched open drains	None envisaged
	B3.3		**CONCRETE KERBING AND CHANNELING,**	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	
		B3.3.4	**DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS**	None applicable.

COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
4			**EARTHWORKS AND PAVEMENT LAYERS: MATERIALS**	
	A4.3		**EXISTING ROAD MATERIALS**	
		A4.3.3	**GENERAL**	
			A4.3.3.1 Employer identified existing road materials	The use of reclaimed existing road materials to reconstruct pavement layers is not envisaged.
		A4.3.5	**MATERIALS**	
			A4.3.5.2 Reclaimed Asphalt Material	The use of reclaimed asphalt is not envisaged.
			A4.3.5.3 Bituminous Seal surfacings	The existing bituminous seal surfacings, together with the underlying material excavated, shall be used in construction of gravel shoulder, if compliant.
		A4.3.7	**EXECUTION OF THE WORKS**	
			A4.3.7.4 Milling	The exposed underlying layer (floor of milled excavation) shall be treated as specified in A5.5.7.3
			A4.3.7.7 Excavation of crushed stone, macadam, cemented and gravel materials	An excavation controller is not needed.
			A4.3.7.12 Stockpiling of material	
			a) Preparation of the stockpile site	Stabilisation of the stockpile site floor is not required.
	A4.4		**COMMERCIAL MATERIALS**	
		A4.4.3	**GENERAL**	
			A4.4.3.1 Employer identified commercial materials	The Contractor shall identify all materials suppliers and sources.
		A4.4.5	**MATERIALS**	
			A4.4.5.1 Earthworks and pavement layer materials	Separate stockpiling of commercial sources is not envisaged.
			A4.4.5.4 Non-traditional stabilising or soil treatment agents *(para 1)*	The use of non-traditional stabilising or soil treatment agents is not specified.
	C4.4		**COMMERCIAL MATERIALS PART C: MEASUREMENT AND PAYMENT**	
		C4.4.5	**Bituminous stabilising agents**	Calculation of quantities of bituminous stabilizing agents shall be determined in accordance with authorised application rate(s).

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
5			**EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION**	
	A5.3		**ROAD PAVEMENT LAYERS**	
		A5.3.3	**GENERAL**	
			A5.3.3.4 Compaction of pavement layer material	The layer density and thickness shall be as required by the relevant payment item. The level and shape are dictated by levels, falls and shape of the existing pavement being replaced or rehabilitated. The cross section is as specified by the Engineer when ordering the extent of replacement / rehabilitation.
			A5.3.3.7 Joints between pavement layers	
			a) Location of joints	Longitudinal joints in asphalt surfacing shall coincide with a road marking line.
			b) Longitudinal joints	Longitudinal joints shall comprise a series of steps that are 150mm wide and vertically the depth of each layer.
			c) Transverse Joints	The number of steps shall be the same as the number of pavement layers. Saw-cutting equipment will be required.
			A5.3.3.8 Pavement Layer Drainage	Pavement layer drainage is not envisaged.
		A5.3.5	**MATERIALS**	
			A5.3.5.1 Material information	Refer to details provided in Part C4 PMPL layers are not required. No mechanical modification is required.
			A5.3.5.2 Pavement Layer thickness and compaction requirements	
			a) Pavement layer thickness requirements	Refer to details provided in Part C4.
			b) Gravel and soil pavement layer compaction requirements (G4B to G9 material)	Refer to Table A5.3.5-1
			Table A5.3.5-1	Compaction requirements shall be as stated in Table A5.3.5-1, 97% for upper selected layers in restricted areas.
			c) Crushed stone pavement layer compaction	Compaction requirements shall be as stated in Table A5.3.5-2.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			requirements (G1 to G4A and G5A material)	
			Table A5.3.5-2	PMPL layers are not required.
			d) Bound macadam (BM) layer	Bound macadam layers are not required.
		A5.3.7	**EXECUTION OF WORKS**	
			A5.3.7.1 Controlling pavement layer thickness	
			b) Minimum pavement layer thickness in transition areas	The requirements of A5.3.7.1 b) shall apply.
			A5.3.7.2 Combining Materials	Material recovered from milling and/or excavation in the existing pavement for patching shall be combined with materials from commercial sources for use in gravel shoulder reinstatement.
			A5.3.7.3 Construction of gravel pavement layers	
			a) Construction	Construction of gravel pavement layers is not required.
			A5.3.7.7 Initial compaction of crushed stone layer	The maximum compacted thickness shall be as specified in A5.3.7.7.
			A5.3.7.12 Construction of trial sections	
			a) Trial Sections	Trial sections are not required.
		A5.3.8	**WORKMANSHIP**	
			PA5.3.8.4 Construction tolerances for pavement layers	Pavement layers with a thickness less than 150mm are not required.
			d) Width tolerances	The road edge lines are not shown on drawings. They shall align with the existing road edge.
			PA5.3.8.5 Surface regularity	Surface regularity shall be assessed using method a) by using a 3.0m straight edge.
	B5.3		**ROAD PAVEMENT LAYERS PART B: LABOUR ENHANCEMENT**	Road pavement layers using labour enhanced methods are not required.
	C5.3		**ROAD PAVEMENT LAYERS PART C: MEASUREMENT AND PAYMENT**	
		C5.3.1	**Compiling and implementing M&U plans for the construction of all the pavement layers**	Only one plan is required
	D5.3		**ROAD PAVEMENT LAYERS**	Guarantees and/or compliance certificates are not required.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			PART D: GUARANTEES AND COMPLIANCE CERTIFICATES	
	A5.4		**STABILISATION**	
		A5.4.3	**GENERAL**	
			A5.4.3.2 Work in restricted areas	Work in restricted areas shall not be measured separately.
			A5.4.3.3 Construction limitations	
			e) Traffic limitations	Only the specified construction equipment is allowed to travel over a compacted stabilised layer.
		A5.4.5	**MATERIALS**	
			A5.4.5.1 General	No drawings showing materials to stabilised are provided, refer to details provided in Part C4.
			A5.4.5.2 Material for modification or pre-treatment	No modification or pre-treatment is required.
			A5.4.5.3 Cementitious stabilising agents	No stabilisation with cementitious agents is required.
			A5.4.5.4: Bituminous stabilising agents	Refer to details provided in Part C4.
		A5.4.6	**CONSTRUCTION EQUIPMENT**	Water curing is not required.
		A5.4.7	**EXECUTION OF THE WORKS**	
			A5.4.7.1 Construction of a trial section	Construction of a trial section is not required.
			A5.4.7.5 PMPL stabilized material	PMPL layers are not required.
			A5.4.7.7: Protection and curing of chemically stabilised layers	Chemically stabilised layers are not required.
	D5.4		**STABILISATION PART D: GUARANTEES AND COMPLIANCE CERTIFICATES**	Guarantees and/or compliance certificates are not required.
	A5.5		**RECONSTRUCTION OF PAVEMENT LAYERS**	
		A5.5.2	**DEFINITIONS**	
			Rehabilitation	Restoration of the road pavement will take place by a combination of patching, and by layer reconstruction.
			Uniform pavement sections	Refer to details provided in Part C4.
		A5.5.3	**GENERAL**	
			A5.5.3.1 Traffic accommodation	Refer Drawing 10996-003-012
			A5.5.3.2 Material selection	Reclaimed material shall be utilised in the reconstruction of gravel shoulders.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			A5.5.3.3 Existing bituminous seal and/or asphalt layers	Thin bituminous seal surfacing will be utilised together with the removed underlying pavement layer wherever milling / excavation methods allow.
		A5.5.4	**DESIGN BY THE CONTRACTOR / PERFORMANCE BASED SYSTEMS**	The expected pavement design life is 20 years.
		A5.5.5	**MATERIALS**	
			A5.5.5.1 Existing crushed stone pavement materials	Existing pavement layers, excavated for patching shall be used for gravel shoulder reconstruction.
			A5.5.5.5 Materials shortfall and make-up material	Make-up material shall be supplied from commercial sources.
		A.5.5.7	**EXECUTION OF THE WORKS**	
			A5.5.7.1 Patching	
			a) Patch demarcation	Refer to details provided in Part C4.
			c) Backfilling patch excavations	Backfilling of excavations shall be done with compliant material supplied from commercial sources. Refer to details provided in Part C4.
			A5.5.7.2 Edge break repairs	Repaired edges are to line with the true edge of the original road surface. Refer to details provided in Part C4.
			A5.5.7.3 Treatment of exposed pavement layer	The exposed underlying layer (floor of milled excavation) shall be treated as specified in A5.5.7.3
			A5.5.7.4 In situ pavement layer reconstruction preparation	In-situ pavement layer reconstruction is not required.
	C5.5		**RECONSTRUCTION OF PAVEMENT LAYERS PART C: MEASUREMENT AND PAYMENT**	
		C5.5.10	**Roller-pass compaction of an exposed pavement layer**	Roller-pass compaction is not required.
	D5.5		**RECONSTRUCTION OF PAVEMENT LAYERS PART D: GUARANTEES AND COMPLIANCE CERTIFICATES**	Guarantees and/or compliance certificates are not required.

COTO CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

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<tr><td></td><td>A8.2</td><td></td><td>COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS</td><td></td></tr>
<tr><td></td><td></td><td>A8.2.3</td><td>GENERAL</td><td>A diluted fog spray prior to texture treatment is envisaged where the binder to the existing surface is dry.</td></tr>
<tr><td></td><td></td><td>A8.2.7</td><td>EXECUTION OF THE WORKS</td><td></td></tr>
<tr><td></td><td></td><td></td><td>A8.2.7.1 Preparation and execution</td><td>The binder type shall be 60% Anionic stable grade emulsion, diluted 50:50 with water, and with an application rate of 0.8 l/m².</td></tr>
<tr><td></td><td>A8.4</td><td></td><td>RUT AND/OR DEPRESSION CORRECTION</td><td>Rut correction shall be undertaken with a microsurfacing.</td></tr>
<tr><td></td><td>A8.5</td><td></td><td>STANDARD CRACK SEALING</td><td></td></tr>
<tr><td></td><td></td><td>A8.5.7</td><td>EXECUTION OF THE WORKS</td><td></td></tr>
<tr><td></td><td></td><td></td><td>A8.5.7.1 Preparation and execution</td><td>The cracks shall be blown out with cold compresses air. Priming of cracks and rolling of crack seal are not required.</td></tr>
<tr><td></td><td>A8.8</td><td></td><td>PATCHING AND EDGE BREAK REPAIR</td><td></td></tr>
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<tr><td></td><td></td><td></td><td>Table A8.8.5-2: Backfill material</td><td>
<table>
<tr><th>Backfill material</th><th>Specification</th></tr>
<tr><td>Coarse slurry</td><td>Not applicable</td></tr>
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COTO CHAPTER 9: ASPHALT LAYERS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
9			**ASPHALT LAYERS**	
	A9.1		**ASPHALT LAYERS**	
		A9.1.2	**DEFINITIONS**	
			Asphalt mix types	Sand skeletal mixes shall be used both for surfacing and for base patches. <u>Surfacing:</u> 40-50mm continuously graded surface mix (NMPS 10mm) (binder type as per Table A9.1.3-2) <u>Base:</u> 80-100mm continuously graded base mix (NMPS 20mm) (binder type as per Table A9.1.3-2)
			Asphalt mixes Cold mix asphalt (CA)	Where required for pothole repairs, cold mix asphalt shall comply with requirements specified in Chapter 8.
			Aggregate	Class 2 aggregate as specified for sand skeletal mixes.
		A9.1.3	**GENERAL**	
			A9.1.3.1 Nominal mix proportions and application rates	
			Table A9.1.3-2: Nominal Mix Proportions of Sand Skeletal Mixes for Tender Purposes Bitumen (type and grade according to Contract Documentation) (%)	<u>Surfacing:</u> PG 64 S-16 <u>Base:</u> PG 64 S-16
			Table A9.1.3-2: Nominal Mix Proportions of Sand Skeletal Mixes for Tender Purposes	The tabled nominal mix proportions shall apply
		A9.1.4	**DESIGN BY THE CONTRACTOR**	
			A9.1.4.1 Mix Designs	A sand skeletal mix type, continuously graded sub-group, is required for both surfacing and base asphalt. Traffic level : Standard conditions.
			A9.1.4.2 Mix design requirements	<u>Surfacing:</u> Sand skeletal mix type Continuously graded 10mm NMPS PG 64 S-16 40-50mm thickness Traffic marginally > 3 million E80s

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				Design speeds generally > 80km/h Design level : IB <u>Base:</u> Sand skeletal mix type Continuously graded 20mm NMPS PG 64 S-16 80-100mm thickness Traffic marginally > 3 million E80s Design speeds generally > 80km/h Design level : IB Warm mix technology is not prescribed.
		A9.1.5	**MATERIALS**	
			A9.1.5.2Bituminous binders for asphalt mixes	Performance grade binders are to be used. Temperature zone : 64-16 Traffic Speed : >80km/h The specific properties relating to each binder type/class shall conform to the relevant requirements/product properties as listed in the latest version of the appropriate publications listed.
			A9.1.5.5 Fillers	
			Table A9.1.5-7: Filler requirements	Baghouse fines and/or limestone dust as fillers are not envisaged. For tender purposes, the active filler shall be hydrated lime.
			A9.1.5.8Mix properties	The design level is IB for both surfacing and base mixes.
		A9.1.6	**CONSTRUCTION EQUIPMENT**	
			A9.1.6.3Paver	No reduction to the levelling beam lengths is proposed.
			A9.1.6.5Rollers	No paving of bridge decks is required. No constraining parameters apply.
		A9.1.7	**EXECUTION OF THE WORKS**	
			A9.1.7.5Bond coat	No change to the bond coat specification is proposed.
			A9.1.7.6Placing the asphalt	No change to the specified automatic control of level and cross section requirements is proposed.
			A9.1.7.8Applying rolled-in chippings	14mm rolled-in-chippings are required.
		A9.1.8	**WORKMANSHIP**	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			A9.1.8.8 Sampling	
			b) Coring of completed layers	The Contractor shall provide suitable coring machines capable of cutting 100mm or 150mm diameter cores from the completed asphalt layers.

COTO CHAPTER 10: SURFACE TREATMENTS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
10			**SURFACE TREATMENTS**	
	A10.1		**GENERAL REQUIREMENTS FOR SURFACE TREATMENTS**	
		A10.1.3	**GENERAL**	
			PA10.1.3.2 Weather limitations	The Seal Embargo Period is the period during the months of May, June, July and August.
			Table A10.1.3-1	No specially formulated binder is required.
			PA10.1.3.14 Nominal rates of application for tender purposes	The following Seal types are to be utilised: Multiple stone seals, 14mm first application and 7.1mm second application. Hot applied homogenous modified binder (S-E1) to both layers, and a cover spray to compete the seal. Bituminous single seal with slurry, 10mm as temporary seal to protect newly constructed ETB under traffic. Conventional emulsion tack coat and slurry as used for texture pre-treatment.
		A10.1.5	**MATERIALS**	
			A10.1.5.10 Single sized aggregate	
			a) Grading	The Aggregate Grade is indicated in the Pricing Schedule

COTO CHAPTER 11: ANCILLARY ROAD WORKS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
11			**ANCILLARY ROAD WORKS**	
	A11.7		**ROAD MARKINGS AND ROAD STUDS**	
		A11.7.5	**MATERIALS**	
			PA11.7.5.2 Materials	
			a) Marking materials	
			(ii) Retro-reflective road marking	Water borne road marking paint shall be used.
			(iii) Thermoplastic road marking material	Thermoplastic road markings shall be applied over the previously applied markings at least 3 months prior to expiration of the Defects Notification Period.
			b) Road studs	RSA-T type road studs shall be used as temporary studs prior to application of the final road markings. RSA-2 type road studs shall be used with the final road marking application.

COTO CHAPTER 20: QUALITY ASSURANCE

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
20			**QUALITY ASSURANCE**	
	A20.1		**TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP**	
		A20.1.3	**TESTING METHODS**	
			A20.1.3.3 The Costs of Testing	
			a) Material and workmanship for quality control	Testing will be undertaken by an independent site laboratory as indicated under A20.1.3.3 a)(i)3.

SECTION	CL	SUB-CLAUSE	SPECIFICATION DATA
SECTION C		**ENVIRONMENTAL MANAGEMENT PLAN**	
	C1004	**ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**	
		(d) The Designated / Dedicated Environmental Officer (DEO)	DEO means: Designated Environmental Officer
SECTION D		**STAKEHOLDER AND COMMUNITY LIAISON AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT**	
	D1002	**DEFINITIONS AND APPLICABLE LEGISLATION**	
		D1002.01 Definitions	
		(r) Target Area(s)	For Targeted Labour: Molemole Local Municipality, and Makhado Local Municipality
		(w) Targeted Labour	Target Group for Targeted Labour: a. black designated groups (as per latest PPPFA Regulations); b. black people; c. women; d. people with disabilities
	D1003	**TARGET GROUP PARTICIPATION**	
		D1003.04 Contract Participation Goal (CPG)	
		CPG for Targeted Labour:	Minimum of 6% of the Final Contract Value by the end of the contract to Targeted Labour The Final Contract Value is defined in clause D1003.04
		Targeted Labour minimum contributions by the following Target Groups:	
		a. Black designated groups; (i) Black people who are youth (ii) Black people who are persons with disabilities	 30% of targeted labour value 0.3% of targeted labour value
		b. Black women;	30% of targeted labour value

		CPG for Targeted Enterprise	Minimum of (30%) of the Final Contract Value by the end of the contract to Targeted Enterprises The Final Contract Value is defined in clause D1003.04.
		Targeted Enterprise minimum contribution by the following Target Groups:	
		i) Targeted Enterprise with ≥51% ownership by Youth	Minimum of 5% of the Final Contract Value
		ii) Targeted Enterprise with ≥51% ownership by Women	Minimum of 5% of the Final Contract Value
		iii) Targeted Enterprise with ≥51% ownership by Military veterans	Minimum of 1% of the Final Contract Value
		iv) Targeted Enterprise with ≥51% ownership by Disabled persons (Differently abled)	Minimum of 0.5% of the Final Contract Value
		v) Targeted Enterprise with CIDB 1 or 2 grading	Minimum of 2% of the Final Contract Value
		vi) Targeted Enterprise with CIDB 3 or 4 grading	Minimum of 2% of the Final Contract Value
	D1007	**TENDER PROCESS FOR TARGETED ENTERPRISES**	
		D1007.02 Procedures for Targeted Enterprises Subcontracting	
		(b) Tender process	
		(ii) Conduct a tender briefing and tender training session	The Regional Transformation Officer's contact details are: To be confirmed

	D1008	**WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES**	The following work has been identified as suitable for execution by Targeted Enterprises: • Erection and maintenance of the Contractor's camp site • Removal of edge build up. • Provision of traffic control facilities. • Clearing and shaping of existing unlined drains. • Demolition of existing concrete lined drains. • Concrete channelling and concrete linings for open drains. • Construction of concrete kerbs and channels. • Flushing of existing subsoil drains. • Construction of subsoil drains. • Excavation of existing surfacing / pavement. • Patching and repairing edge breaks. • Reinstatement of gravel shoulders. • Texture slurry. • Finishing the road and road reserve. • Site Security Services. • Haulage of materials • Supply of plant. • Supply of fuel. • *Specialised subcontract work (requiring specific equipment, resources, expertise and proven experience) such as Specialised subcontract work such as: – Fog spray prior to application of texture slurry. – Milling of existing surfacing. – Laying of asphalt using asphalt pavers. – Base layer reinstatement. – Slurry batch plant erection and operations. – Road markings. – Management of traffic control facilities and traffic safety as part of the accommodation of traffic. *Consideration will be given for the above items to be undertaken by contractors of CIDB grades 6CE and up, in consultation with the PLC
SECTION E		**REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS**	
	E1018	**PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS**	In addition to the standard health and safety specification and risk assessment, the Project Specific Health and Safety Specification and Baseline Risk Assessment is included in E1018 of Part C3.

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C1001 SCOPE

The South African National Roads Agency SOC Limited (SANRAL) recognises environmental management as a key component of road infrastructure development and as part of its Environmental Sustainability Framework has developed this Environmental Management Plan (EMP) as a tool for continual improvement in environmental performance.

This EMP prescribes the methods by which proper environmental controls are to be implemented by the Contractor for construction and maintenance projects. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the Conditions of Contract for Construction for Building and Engineering Works Designed by SANRAL published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as the Defects Notification Period (maintenance period).

The provisions of this EMP are binding on the Contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract, particularly the conditions of any environmental authorisation and associated site-specific Environmental Management Programme (EMPr). In the event that any conflict occurs between the terms of the EMP and the project specifications or environmental authorisation, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any changes to the EMP and/or environmental authorisation cannot occur without being submitted to SANRAL who will manage the process of amending the EMP.

The EMP identifies the following:

- Relevant parties and their responsibilities;
- Construction activities that will impact on the environment;
- Specifications with which the Contractor shall comply in order to protect the environment from the identified impacts; and
- Actions that shall be taken in the event of non-compliance.

C1002 DEFINITIONS

Alien Vegetation: undesirable plant growth which includes but is not limited to all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA), 1983 and the National Environmental Management: Biodiversity Act (Act No. 10 of 2004). Other vegetation deemed to be alien are those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: any action taken by the Contractor, his sub-contractors, suppliers or personnel during the construction process as defined in the contract documents.

Environment: the surroundings within which the contract exists and comprises land, water, atmosphere, micro-organisms, plant and animal life (including humans) in any part or combination thereof as well as any physical, chemical, aesthetic or cultural inter-relationship among and between them.

Environmental Aspect: any component of a contractor's construction activity that is likely to interact with the environment.

Environmental authorisation: a written statement from a Competent Authority, with the general and specific conditions and the EMPr recording its approval of an application for a planned undertaking that triggers listed activities in the Environmental Impact Assessment (EIA) regulations of the National Environmental Management Act (NEMA).

Environmental Impact: any change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Environmental Impact Assessment (EIA): a systematic process of identifying, assessing and reporting environmental impacts associated with an activity and includes basic assessment and scoping and environmental impact reporting.

Environmental Management Plan: An Environmental Management Plan (EMP) is an environmental management tool used to ensure that adverse impacts of the construction and operation and decommissioning of a project are prevented and/or minimised, and that the positive benefits are enhanced.

Environmental Management Programme (EMPr)*:* A project-specific Environmental Management Plan approved by a competent authority through an environmental impact assessment process.

Road Reserve: a corridor of land, defined by co-ordinates and/or proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Site; the site is defined in the FIDIC Conditions of Contract and in the scope of works. It is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zones where accommodation of traffic is placed;
- All borrowpits defined in the applications approved by the Department of Mineral Resources (DMR);
- All haul roads constructed by the Contractor for purposes of access;
- Any non-adjacent sites specified in the contract documentation;
- The Contractor's and his subcontractors' camp sites.

For the purposes of this EMP, the site includes areas outside of, but adjacent to, the road reserve that may be affected by construction activities.

Spoil material: is material that is unsuitable for construction of the road pavement and for which no other useful purpose can be found in additional works on the project (e.g. for the provision of protection berms). Such material requires spoiling at convenient areas to be identified by the Engineer and/or Contractor within the Site. Spoil material does not require removal to a designated landfill site unless it contains identifiable hazardous contaminants.

C1003 LEGAL REQUIREMENTS

(a) General

Construction shall be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the Contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The Contractor should note that obligations imposed by the EMP are legally binding in terms of this contract. In the event that any rights and obligations contained in this EMP contradict those specified in the standard or project specifications then the latter shall prevail.

(b) Statutory and other applicable legislation

The Contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

Major environmental legislation, as amended from time to time, includes but is not limited to the following:

(i) Conservation of Agricultural Resources Act (Act No. 43 of 1983)

This act provides for control over the utilisation of the natural agricultural resources of South Africa in order to promote the conservation of soil, water sources and vegetation, as well as combating weeds and invader plants.

(ii) The Constitution (Act 6 of 1996)

The Constitution states that everyone has the right to an environment that is not harmful to their health or well-being, and to have the environment protected through reasonable legislative and other measures to prevent pollution and ecological degradation; promote conservation and ensure ecologically sustainable development and use of natural resources.

(iii) Mineral and Petroleum Resources Development Act (Act No. 28 of 2002)

This act makes provision for equitable access to, and sustainable development of, minerals and petroleum resources.

(iv) National Environmental Management Act (NEMA), (Act No. 107 of 1998)

This act supports the Bill of Rights within the Constitution and highlights principles of sustainable development including preservation of ecosystems and biological diversity and avoidance, minimisation and remediation of pollution and environmental degradation. It also sets the stage for the EIA Regulations.

(v) National Environmental Management: Air Quality Act (Act No. 39 of 2004)

This act provides reasonable measures for the prevention of pollution and ecological degradation; and provides for specific air quality measures; for national norms and standards regulating air quality monitoring, management and control by all spheres of government.

(vi) National Environmental Management: Biodiversity Act (Act No. 10 of 2004)

This act makes provisions to accomplish the objectives of the United Nations' Convention on Biological Diversity. SANRAL may be required to apply for permits to conduct certain listed activities which, together with the listed threatened or protected species, may be identified by the Minister.

Section 73 (3) of this act empowers a competent authority to direct a person to take steps to remedy any harm to biodiversity resulting from the actions of that person or as a result of occurrence of listed invasive species occurring on land on which that person is the owner. Thus SANRAL may be directed to remedy harm caused by listed invasive species.

(vii) National Environmental Management: Protected Areas Act (Act No. 57 of 2003)

This act provides for the protection and conservation of ecologically viable areas representative of South Africa's biological diversity, natural landscapes and seascapes.

(viii) National Environmental Management: Waste Act (Act No. 59 of 2008)

This act aims to regulate waste management practices through provision of national norms and standards, specific waste measures, licensing and control of waste activities, remediation of contaminated land as well as providing for compliance and law enforcement.

(ix) National Forests Act (Act No. 84 of 1998)

This act makes provision for promoting the sustainable management and development of forests, and for the protection of certain forests and trees for environmental, economic, educational, recreational, cultural, health and spiritual purposes.

(x) National Heritage Resources Act (Act No. 25 of 1999)

This act provides for an integrated and interactive system for identification, assessment and management of South Africa's heritage resources, and empowers civil society to nurture and conserve their heritage resources.

(xi) National Water Act (Act No. 36 of 1998)

This act makes provision for the protection of surface water and groundwater and their sustainable management for the prevention and remediation of the effects of pollution, as well as for the management of emergency situations.

(xii) The South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998)

This Act makes provision for a National Roads Agency for the Republic to manage and control the Republic's national roads system and take charge, amongst others, of the development, maintenance and rehabilitation of national roads within the framework of government policy.

C1004 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

Copies of this EMP shall be kept at the site office and must be distributed to all senior contract personnel who shall familiarise themselves with its contents.

Implementation of this EMP requires the involvement of several stakeholders, each fulfilling a different but vital role as outlined herein, to ensure sound environmental management during the construction phase of a project.

(a) SANRAL

SANRAL and anyone acting on SANRAL's behalf is accountable for the potential environmental impacts of any activities that are undertaken and is responsible for managing these impacts.

(b) The Engineer

The Engineer has been appointed by, and acts for, SANRAL as its on-site implementing agent and carries the responsibility to ensure that the Contractor undertakes its construction activities in such a way that SANRAL's environmental responsibilities are not compromised.

The Engineer will, within seven days of receiving a contractor's request for approval of a nominated Designated Environmental Officer (DEO), approve, reject or call for more information on the nomination. The Engineer will be responsible for issuing instructions to the DEO where environmental considerations call for action to be taken.

If in the opinion of the Engineer the DEO is not fulfilling his/her duties in terms of this EMP, the Engineer may, after discussion and agreement with SANRAL, exercise his powers under FIDIC general conditions of contract and instruct replacement of the DEO in writing and with stated reasons.

(c) The Contractor

The Contractor is responsible for project delivery in accordance with the prescribed specifications, among which this EMP shall be included.

The Contractor shall receive and implement any instruction issued by the Engineer relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals shall become the responsibility of the Contractor through an approved Designated Environmental Officer (DEO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Engineer for his approval the *curriculum vitae* of the proposed DEO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Engineer to make a decision.

(d) The Designated/Dedicated Environmental Officer (DEO)

Once a nominated representative of the Contractor has been approved, he/she shall become the DEO and shall be the responsible person for ensuring that the provisions of this EMP are complied with during the life of the contract. The DEO shall submit regular written reports to the Engineer, but not less frequently than once a month.

The DEO may undertake other construction duties unless Section B: Specification Data, prescribes this position as 'Full-time' or 'dedicated' as opposed to the standard position being 'designated'. However, the DEO's environmental duties shall hold primacy over other contractual duties and the Engineer has the authority to instruct the Contractor to reduce the DEO's other duties or to replace the DEO if, in the Engineer's opinion, he/she is not fulfilling his/her duties in terms of the requirements of this EMP. Such instruction will be in writing clearly setting out the reasons why a replacement is required.

As a minimum the DEO shall have an accredited National Qualifications Framework (NQF) level 6 qualification in environmental or natural sciences or equivalent and a minimum of 2 years' experience in a similar role in construction or other environmental regulatory field.

In addition to the compliance duties relating to EMP the DEO shall also provide full cooperation whenever the Contractor is subjected to environmental audits.

(e) Environmental Control Officer (ECO)

The Environmental Control Officer (ECO) is an independent environmental specialist appointed by SANRAL or the Engineer to objectively and regularly monitor the Contractor's compliance with the conditions of the authorisations issued for the project and the approved EMPr (that is this EMP augmented with specifics of the project). These are external audits and the regularity is determined by the environmental authorisations.

C1005 TRAINING

(a) Qualifications

The (DEO) shall have the minimum qualifications as prescribed above and must be conversant with all legislation pertaining to the environment applicable to the contract. He/she must be appropriately trained in environmental management and possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The Contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees.

(b) Content

Apart from induction environmental training should, as a minimum, include the course content below and no induction or course should be given until the Engineer has been afforded the opportunity to appraise it and provide comment.

(i) The importance of conformance with all environmental policies and the consequences of departure from standard operating procedures;

(ii) Environmental impacts, actual or potential, caused by work activities, prevention measures to avoid them and mitigation measures when they occur;

(iii) Work force roles and responsibilities in achieving conformance with the environmental policy and procedures, including emergency preparedness and response requirements;

(iv) The environmental benefits of improved personnel performance and

(v) Consequences of non- compliance

(c) Induction

In the case of permanent staff the Contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the Contractor shall inform the Engineer when and how he intends concluding his environmental training obligations.

C1006 ACTIVITIES/ASPECTS CAUSING IMPACTS

Typical environmental aspects and impacts associated with road construction are listed in Table 1: Aspects and Impacts Associated with Road Construction. Actual impacts will differ from project to project and, therefore, so may the mitigation measures employed. The most common aspects and impacts are addressed separately, and typical avoidance and/or mitigation measures described. The list and descriptions are not by any means exhaustive, and they shall be used for guideline purposes only.

Table 1: Aspects and Impacts Associated with Road Construction

Aspect	Potential Impact
Waste generation/storage	Water pollution; nuisance; visual impact
Water use and stormwater discharge	Change in flow regime and/or reduction in downstream availability; soil erosion: water pollution
Vehicle use and maintenance	Air pollution; noise
Chemical/fuel storage	Water/air/soil pollution; health impacts; accidents e.g. spills, fire
Site clearing; earthworks; layer-works; seal works	Change in landform; impact on heritage resources; noise; soil erosion; air pollution
River bridges; installing drainage structures	Water pollution; impact on river flows; noise
Land acquisition	Loss of land and/or livelihood; change in land use;
Acquisition of building material from borrow pits	Change in landform and use

(a) General approach

The role of the DEO cannot be underestimated and once approved he/she shall be on the site at all times, and before the Contractor begins each construction activity, he/she shall give to the Engineer a written statement setting out the following:

(i) The type of construction activity about to be started.
(ii) Locality where the activity will take place.
(iii) Identification of the environmental aspects and impacts that might result from the activity.

(iv) The methodology of impact prevention for each activity or aspect.
(v) The methodology of impact containment for each activity or aspect.
(vi) Identification of the emergency/disaster potential for each activity (if any) and the reaction procedures necessary to mitigate impact severity.
(vii) Treatment and continued maintenance of impacted environment.

The Contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified, and the activity planned so as to prevent any impact from happening and shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce method statements for each construction activity in compliance with the provisions of these project specifications.

The Contractor shall provide such information in advance of any or all construction activities provided that new submissions shall be given to the Engineer whenever there is a change or variation to the original.

The Engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the Contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the Contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

(b) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, the Contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill containment and treatment (whether hazardous or not) lies with the Contractor. The individual causing a spill, or who discovers a spill, must report the incident to his/her DEO or to the Engineer. The DEO will assess the situation in consultation with the Engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil/water shall be determined by the Contractor in consultation with the DEO and the Engineer. Areas cleared of hazardous waste shall be re-vegetated according to the Engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Engineer. The costs of containment and rehabilitation shall be for the Contractor's account, including the costs of specialist input as well as the sampling and testing of the water quality upstream and downstream of the spill. Water quality sampling and testing, and further treatment shall continue until upstream and downstream results correspond with each other.

(c) Water use and control

The Contractor's use of water shall take into consideration that it is a scarce commodity and shall be optimised. Authorisation shall be obtained from the Department of Water and Sanitation (DWS) before water is drawn from streams or new boreholes developed.

The Contractor shall also ensure that any stream deviations or diversions are undertaken in such a manner that the impact on the environment is minimised. Method statements shall be submitted to the Engineer for comment, detailing how the work will be undertaken, what risks are foreseen and what measures will be employed to minimise such risks. Notwithstanding any comments by the Engineer, no work on stream deviations or diversions shall be undertaken in accordance with GN 509 in GG 40229 of 26 August 2016 - General Authorisation in terms of Section

39 of the National Water Act, 1998 (Act No. 36 Of 1998) for Water Uses as defined in sections 21(c) and (i) .

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users/receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and flooding by dredging, daylighting, removal of debris and vegetation, etc. These shall also be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.

The Contractor shall submit to the Engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions up to 1:5 year severity.

The Contractor shall submit to the Engineer the results of the baseline water quality test taken above and below the site of the proposed activity, and thereafter monthly testing results or at the frequency as may be specified by the Water Use Licence/General Authorisation, where applicable. No taking-over can be authorised until the water quality is shown to be at pre-construction levels or better.

(d) Vegetation management

The Contractor shall be responsible for the management of vegetation by protection of indigenous vegetation, especially identified protected species, and the prevention of alien vegetation germinating in areas disturbed by road construction activities within and outside the road reserve. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily. This responsibility shall continue for the duration of the defects notification period. The project specification may instruction the removal of CARA and/or NEMBA-listed category 1 and 2 alien species and planting of specified indigenous species.

(e) Dust control

Dust caused by construction activities shall be controlled by appropriate means and applied at sufficient frequency so as not to cause nuisance to adjacent habitation or affect farming activities or natural vegetation. Vegetation cover should also be kept for as long as possible to reduce the area of exposed surfaces. Dust emissions from batching and screening plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant authorities.

(f) Noise control

The Contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during the hours prescribed by the conditions of contract (i.e. normal hours). Should such noise generating activities have to occur at any time outside normal hours the people in the vicinity of the noise-generating activity shall be warned about the noise well in advance and the activities kept to a minimum. Relevant legislation shall also be taken into consideration, and any practical mitigation measures adopted. No noise generating activity outside of normal hours, regardless of its proximity to residences, can take place without

application to the Engineer for approval. The application shall be accompanied by the noise containment measures proposed.

(g) Energy consumption

The Contractor shall take into consideration the impacts of high energy consumption, both from a cost and emissions point of view. Energy use shall be minimised, and where possible, alternative energy sources such as solar utilised.

Furthermore, the Contractor shall measure and keep records of the consumption of carbon units his chosen method of construction produces in the execution of his programme. In conjunction with the Engineer who will provide complete cooperation, a month by month output shall be compiled and efforts made to see how these outputs can be curtailed and reduced.

C1007 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

The Contractor shall undertake “good housekeeping” practices during construction as stated in the COTO Standard Specifications for Roads and Bridges and the FIDIC conditions of contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

The construction activities addressed below shall become part of the Contractor’s obligations regarding his programme of work and incorporated into the required method statements for workmanship and quality control.

a) Site establishment

i) Site Plan

The site refers to an area with defined limits on which the project is located. The Contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before any site establishment can begin, the Contractor shall submit to the ECO for his comments and to the Engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the Contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste management facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course. No camp establishment, including satellite camps, can be placed within 150 metres of an identified watercourse unless the Contractor has applied to DWS and received authorisation to do so. Regardless of the chosen site, the Contractor’s intended mitigation measures shall be indicated on the plan. The site plan shall have been submitted and approved before establishment commences. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the ECO and the Engineer for consultation during rehabilitation of the site in order that rehabilitation is, as a minimum, done to a standard similar to pre-construction activities.

ii) Vegetation

The Contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established. Protected trees may not be removed without a permit from the Department of Forestry, Fisheries and Environment.

Contravention of a notice of listed protected tree species under the National Forests Act, 1998 is regarded as a first category offence that may result in a fine or imprisonment for a period up to three years, or to both a fine and imprisonment. The DEO must be conversant with the latest gazette of declared protected trees.

Rehabilitation shall be undertaken using only indigenous tree, shrub and grass species. Special attention shall be given to any search and rescue operation identified during the environmental assessment process and any removal to an on-site nursery for continuous nurturing and protection and later replanting.

Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding.

Fires shall only be allowed in facilities or equipment specially constructed for this purpose. The need for a firebreak shall be determined in consultation with the Engineer and the relevant authorities, and if required a firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Water management

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans, dams etc.). Only domestic type wastewater shall be allowed to enter this system.

iv) Heating and cooking fuel

The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The Contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage management

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the Engineer, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a specialist service provider. The type of sewage management will depend on the

geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system and shall be approved by the Engineer in consultation with the ECO.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer.

c) Waste management

The Contractor's intended methods for waste management shall be outlined and implemented at the outset of the contract and shall be to the satisfaction of the Engineer. A waste inventory shall be drawn up of all waste streams that will possibly be generated by the site/project and an integrated approach shall be taken to its management. Records shall be kept of all waste disposed. Opportunities for avoiding, reducing, reusing and recycling of materials should be identified upfront, as should constraints for their implementation. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid waste

Solid waste shall be stored in an appointed area in covered, tip-proof metal drums or similar container for collection and disposal. Disposal of solid waste shall be at a licensed landfill site or at a site approved by the relevant authority in the event that an existing operating landfill site is not within reasonable distance from the project area. No waste shall be burned or buried at or near the project area.

ii) Litter

No littering by construction workers shall be allowed and particular emphasis on litter control measures shall apply at stop/go facilities.

During the construction period, the various contractors' facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. At all places of work the Contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

Hazardous waste such as oils shall be disposed of at an approved landfill site and proof of such disposal kept by the Contractor. Special care shall be taken to avoid spillage of bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating surface water.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be returned to the supplier's production plant. Any spillage of bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Engineer.

iv) Construction and demolition waste

The opportunity for recycling and reuse of construction and demolition waste as fill for road embankments, land reclamation and drainage control must first be explored and take priority before the option of declaring these materials a 'waste'.

The Contractor is encouraged to actively engage with authorities and landowners adjacent to the site and identify where such materials can be usefully deployed to repair existing environmentally damaged areas such as erosion dongas.

d) Control at the workshop

The Contractor's management and maintenance of his plant and machinery will be monitored according to the criteria given below.

i) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials such as bitumen binders shall be stored in a secured, appointed area that is suitably fenced, bunded and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the ECO and the Engineer.

The Contractor shall provide proof to the Engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected, the Contractor shall furnish the Engineer with details of the preventative measures he proposes to install in order to mitigate pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

ii) Fuel and gas storage

The Contractor shall take cognisance of the limits set by legislation for the storage of fuels and acquire the necessary authorisation for storage capacity beyond these. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored chained in a secure, well-ventilated area exterior to any building wall.

iv) Oil and lubricant waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by a specialist oil recycling company.

Drip trays shall be used to collect any lubricants or fuel spilled where any vehicle and machinery are repaired or refuelled. The lubricants and fuel collected shall be handled as specified above.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the site

In all areas where the Contractor intends to or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Engineer for his approval. Working areas shall be clearly defined and demarcated on site to minimise the construction footprint. 'No-go- areas' and other sensitive areas shall also be clearly demarcated on site, and staff must be made aware of them.

The plan of action shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during inspections.

f) Soil management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include all storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water.

The Contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be top-soiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The Contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The Contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Engineer. The Contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Engineer, and if not used for road building it shall be stored and maintained separately from the topsoil so that neither stockpile is contaminated by the other. This soil shall be used for rehabilitation purposes by first spreading it over the excavated slopes without interfering with or contaminating the stockpiled topsoil.
Whilst in stockpile it shall be maintained free from erosion and weed infestation in the same way as for topsoil stockpile maintenance.

g) Earthworks and layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the Contractor shall have complied with the requirements of this EMP. In addition, the Contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The Contractor's attention is drawn to the requirement of the Department of Mineral Resources, that before entry into any quarry or borrow pit, an Environmental Authorisation for the establishment, operation and closure of a quarry or borrow pit shall have been approved by the Department where applicable. It is the responsibility of the Contractor to ensure that he is in possession of the authorisation prior to entry into the quarry or borrow pit. The conditions imposed by the relevant authorisation are legally binding on the Contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific authorisation and this EMP, the former shall apply.

ii) Excavation, hauling and placement

The Contractor shall provide the ECO and the Engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail measures by which the impacts of pollution (noise, dust, litter, fuel, oil and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The Contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition.

iii) Spoil sites

The Contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the ECO for his/her comments and to the Engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the ECO and the Engineer. No spoil site shall be located within 50m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of any waste shall be prohibited. Spoil sites will be shaped to fit the natural topography. Depending on availability these sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Appropriate grassing measures to minimise soil erosion shall be undertaken by the Contractor. This may include both strip and full sodding. The Contractor may motivate to the Engineer for other acceptable stabilising methods. The Engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the Contractor of a landowner's clearance notice.

iv) Stockpiles

The Contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary

stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Engineer for his approval. The Contractor's proposed measures for prevention of environmental damage, containment and subsequent rehabilitation shall also be submitted.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the Contractor shall at all times ensure that they are positioned and sloped to create the least visual impact, constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment and kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated/deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the Contractor's cost until clearance from the Engineer and the landowner is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in situ milling or any leftover material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract documentation or under instruction from the Engineer.

The ECO shall comment on and the Engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their closure only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the Contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives.

h) On site plant

i) Crusher, screening plants and concrete batching plants

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1007(g)(i) of this EMP, with the exception that the Contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the Contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant authority, as shall approval of closure. The Engineer will assist the Contractor in his applications to the relevant authority.

Screening activities shall be undertaken so that dust and noise is minimised. This can be done by carefully choosing the site for the activity, and by using slightly damp material.

Effluent from concrete batch plants and crusher plants shall be reused where possible or treated in a suitable designated sedimentation dam to the legally

required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Engineer for approval.

ii) Asphalt Plant

Asphalt plants shall be subject to the applicable legislation that governs establishment and operation of batching plants. The Contractor shall be responsible to obtain the necessary permit from the relevant authority.

Operation of the plant shall conform to the same requirements as for a crushing plant or concrete batching plant under C1007(h)(i) above.

C1008 AREAS OF SPECIFIC IMPORTANCE

Any area, as determined and identified within the project documents as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the specific environmental authorisation, as well as the approved EMPr. The Contractor may offer alternative solutions to the Engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection should not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall receive ad hoc treatment.

a) Archaeological sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The South African Heritage Resource Agency (SAHRA) is to be contacted, and a SAHRA-registered archaeological consultant may undertake the necessary work involved in confirming the find and advising on how it should be preserved or removed. Work may only resume once clearance is given in writing by the archaeologist. (Read with FIDIC condition of contract clause 4.24)

If a grave or midden is uncovered on site then all work in the immediate vicinity of the graves/middens shall be stopped, and the Engineer informed of the discovery. The South African Heritage Resource Agency and the South African Police Services (SAPS) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with SAHRA, be responsible for attempts to contact family of the deceased and for the place where the exhumed remains can be re-interred.

C1009 REHABILITATION

The Contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, construction has to be stored temporarily, and designated or instructed areas outside the road reserve. It also includes the area where site offices were erected which may require rehabilitation at the end of the contract. All construction material, including concrete slabs and barbecue (braai) areas shall be removed from the site on completion of the contract unless written approval from the relevant landowner demonstrates it is to be left in place.

Responsibility for re-establishment of vegetation shall extend until expiry of the defects notification period. However, SANRAL reserves the right to continue holding retention monies (or not releasing guarantees in lieu of retention) depending upon the state of cover at the end of the defects notification period. Such extension may continue until closure of the relevant quarry or borrow pit has been secured,

Rehabilitation of affected areas should be undertaken as early as possible when the relevant activities are done in order to reduce further environmental damage. All re-vegetation should be undertaken using indigenous vegetation. The standard of rehabilitation should be to the satisfaction of the Engineer and the relevant authorities. The Department of Minerals Resources will only issue closure certificates for borrow pits and quarries when they are satisfied with the rehabilitation undertaken. It should also be noted that in some cases there is a requirement for a final environmental audit covering the extent of the project.

C1010 RECORD KEEPING

The Engineer and the DEO will continuously monitor the Contractor's adherence to the approved impact prevention procedures and the DEO shall submit regular written reports to the ECO and to the Engineer at least once a month. The DEO will report the environmental compliance performance of the project at regular site meeting. The Engineer shall issue to the Contractor a notice of non-compliance whenever transgressions are observed. The DEO shall document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Engineer in the monthly report.

Copies of all authorisations shall be kept on site and made available for inspection by visiting officials from SANRAL, relevant authorities or internal/external auditors.

C1011 COMPLIANCE AND PENALTIES

The Contractor shall act immediately when a notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and an oral report given at the monthly site meetings.

Any non-compliance/omissions with the procedures in this EMP, environmental authorisations and the approved EMPr constitute a breach of the Conditions of Contract. Regulatory financial penalties imposed on SANRAL shall be passed onto the defaulting parties.

C1012 PROJECT SPECIFIC CONDITIONS

Section	Contents	Environmental Impacts				
		Pollution Type	**Deformation of Landscape**	**Soil erosion**	**Alien Vegetation**	**Sensitive Areas**
C1.3	Contractor's Site Establishment and General Provisions	Waste treatment Hazardous waste Waste management Water supply Sewage Spillage Storage Dust control Fire control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	Contractor's camp, offices, workshops and facilities, Fuel storage areas, Bitumen storage areas, and Stockpile areas
C1.4	Facilities for the Engineer	Waste treatment Waste management Hazardous waste Water supply Sewage Spillage Storage Noise/lights Fire control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	Engineer's offices and Site laboratory.
C1.5	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control Fie control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	Whole site
C3.1, C3.2 & C3.3	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	Whole site, adjoining properties, downstream watercourses

Section	Contents	Environmental Impacts				
		Pollution Type	**Deformation of Landscape**	**Soil erosion**	**Alien Vegetation**	**Sensitive Areas**
C4.4 & C5.3	Commercial Materials & Road Pavement Layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Exhaust fumes Washing waste	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Restrict access to sensitive areas Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	Whole site, adjoining properties, downstream watercourses
C8.2, C8.3, C8.4, C8.5, C8.8, C9.1 & C10.1	Bituminous Works	Waste treatment Hazardous waste Waste management Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials Fire control	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Restrict access to sensitive areas Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	Whole site, adjoining properties, downstream watercourses
C11.7, C11.9	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	Whole site

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

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

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D1001 SCOPE

Section D of the Specifications describes the structured engagement with project Stakeholders and affected Communities to the project. It also guides the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises.

D1001.01 Principles for Project Liaison, Sub-contracting, and Labour Sourcing in SANRAL Projects (Fourteen Point Plan)

The scope of the work described in this Section D of the Specifications shall be based on the Employer's 14 principles for project liaison, sub-contracting and labour sourcing in all SANRAL projects, which are stipulated below:

1. *SANRAL will establish a Project Liaison Committee (PLC) for every project to create a platform for project communication with the aim to facilitate successful, works execution, sub-contracting, procurement, participation with MOU partners, supply of material, services and goods and employment facilitation.*
2. *SANRAL will chair PLCs and provide secretarial support through the Consulting Engineer or its Agent. Representation on the PLC will comprise: SANRAL; the Contractor; the Consulting Engineer or SANRAL's Agent; business representatives; traditional authority representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder that may be deemed necessary by SANRAL. While serving on the PLC, PLC members must declare any conflict of interest and recuse themselves if requested by the PLC Chairperson.*
3. *The selection of a Project Liaison Officer (PLO) who will be employed by the Consulting Engineer, must be acknowledged, and supported by the PLC.*
4. *The definition of a target area (sometimes referred to as a local area or traffic area) will be determined by SANRAL in consultation with the PLC.*
5. *The setup of databasse for contractors, sub-contractors, consultants, and suppliers will be conducted with the input and support of the PLC. The final database will be disseminated to the PLC. The entities on the database must be assisted by the Consulting Engineer and the Contractor to be compliant with the relevant legislation required to conduct work for a SANRAL project.*
6. *The setup of databases for local labour in the target area will be done with the input and support of the PLC. The final list will be disseminated to the PLC. Entities on the database must be registered on the National Treasury Central Supplier Database (CSD). A system of labour selection from the database must be agreed at the PLC.*
7. *The databases for sub-contracting will be handed over to the Contractor for open tender processes. The labour database will be disseminated to the PLC and handed over to the Contractor to use for recruitment of local labour.*
8. *Tender processes for sub-contracting must be conducted by Contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Winning bidders shall be tabled by the Contractor in the PLC meeting for information purposes.*
9. *Appeals to the tender process must be escalated to SANRAL for an independent review which will be facilitated by the Transformation Unit.*
10. *Capability assessments of sub-contractors and suppliers will be done with the input and support of the PLC, prior to the sub-contract tender stage commencing, to identify any deficiencies in skills and experience. For labour, skills assessments will be done at recruitment stage.*
11. *Sub-contractor development support and training must be coordinated and conducted prior to the sub-contract tender stage commencing, with the input and support of the PLC.*
12. *The PLC may identify 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 will be imported and local service providers will be given an opportunity to learn.*
13. *The PLC and Consulting Engineer must ensure that formal contracting arrangements between the main contractor and the sub-contractor are in place in all projects.*
14. *Communication will be streamlined through the PLC and used to manage expectations of local business and communities.*

These principles must be applied to facilitate better project level liaison with project Stakeholders and affected Communities. In addition, these principles serve to ensure communication and transparency in the execution of the Works and to facilitate inclusivity in the allocation of projects to benefit black business and local communities.

D1002 DEFINITIONS AND APPLICABLE LEGISLATION

The definitions and legislation listed below informs the requirements of this Section D of the Specifications for Stakeholder and Community Liaison, Targeted Labour employment and Targeted Enterprise sub-contracting.

D1002.01 Definitions

Unless inconsistent with the context, in these specifications, the following words, terms or expressions shall have the meanings hereby assigned to them:

a) Business Coaching

Business coaching establishes an atmosphere of mutual trust, respect, responsibility and accountability to motivate the emerging business owner and his team. To that end, the business coach must conduct an ethical and competent practice, based on appropriate professional experience and business knowledge.

b) Community[1]

South African Citizens, as defined in terms of the South African Citizenship Act, 1995 (Act 88 of 1995), who permanently reside within the Target and Project Area(s) of the project.

c) Contract Participation

A process by which the Employer implements Government's objectives by setting targets to enhance Targeted Labour and Targeted Enterprises' utilisation and development, which the Contractor shall achieve as a minimum.

d) Contract Participation Goal (CPG)[2]

i) In the case of Targeted Enterprises, including manufacturers and suppliers, the amount equal to the value of goods, services and works for which the principal Contractor contracts to engage Targeted Enterprises in the performance of the Contract, expressed as a percentage of the tender value excluding escalation, contingency and value added tax associated with the targeting strategy that is identified in the Specification Data; or

ii) In the case of Targeted Labour:
   a. the sum of the wages and allowances, for which the principal Contractor, Sub-contractor or Targeted Enterprises contract to engage Targeted Labour in the performance of the Contract, expressed as a percentage of the contract amount associated with the targeting strategy that is identified in the Specification Data; or
   b. the amount equal to the person days worked for which the principal Contractor, Sub-contractors or Targeted Enterprises contract to engage Targeted Labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the Specification Data.

[1] CIDB Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Work Contracts, 31 October 2017, as adapted from SANS 10845, Suite for Construction Procurement, 2015.
[2] Adapted from the CIDB Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Work Contracts, 31 October 2017, as adapted from SANS 10845-5:2015 and SANS 10845-8:20SANS 10845, Suite for Construction Procurement, 2015.

e) Contract Participation Goal Plan (CPG Plan)

The plan which outlines how the Contractor intends to achieve the various CPG targets as stated in the Contract Data and includes the detail of the Targeted Enterprise work programme, as well as the contents and value of the work packages. See Appendix 9 for the CPG Plan template.

f) Contract Participation Performance (CPP)

The measure of the Contractor's progress in achieving the CPG.

g) Contract Skills Development Goals (CSDG)[3]

The number of hours or head count of skills development opportunities that a Contractor contracts to provide in relation to work directly related to the contract or order up to:

i) completion in the case of a professional service contract;
ii) the end of the service period in the case of a service contract; and
iii) practical completion in the case of an engineering and construction works contract.

h) Designated Group[4]

Unless otherwise permissible in terms of procurement regulations or the PPPFA, "Designated Group" means:

i) black designated groups;
ii) black people;
iii) women; or
iv) people with disabilities;

i) Domestic Sub-contractors

A Domestic Sub-contractor is one in whose selection and appointment the Employer traditionally plays no part in other than simply giving consent when that is required under the terms of the main contract. The appointment of the sub-contractor is treated as something entirely for the benefit of Main Contractor and is a purely "domestic matter".

j) Final Contract Value

Final Contract Value as defined under Section D1003.04 - Contract Participation Goal (CPG) of the Specifications, also means Contract Price as defined in FIDIC, sub-clause 1.1.4.2, (excluding CPA, adjustments for reduced payments, Rise and Fall adjustments, penalties, and VAT)

k) Guidance

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving help, advice and direction as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line but can be given by anyone. Guidance is not imparting skills but suggesting ways to improve performance.

l) Labour

Persons:

i) who are employed by the Contractor or a Sub-contractor in the performance of the Contract; and
ii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Sub-contractor's employment policies;

[3] CIDB Standard for Developing Skills through Infrastructure Contracts, July 2020 (or latest version).
[4] Preferential Procurement Regulations, 2017, Government Gazette N. 40553, 20 January 2017.

iii) but who are not Targeted Labour as stated in the Specification Data.

The personnel employed by the suppliers of goods and material are not defined as "Labour" for the purposes of this Contract.

m) Mentoring

Mentoring is a professional relationship in which an experienced businessperson assists another by giving advice and imparting their knowledge in developing special skills and knowledge that will enhance the less experienced businessperson's professional and personal growth. The objective is to equip the emerging business owner and his team to improve their decision-making skills, being focussed and make positive progress quickly.

n) Mobilisation Period

The period between the Commencement Date and the date of Access to Site), which period (duration) is stated in the Contract Data. This part of Section D of the Specifications describes the requirements of the Mobilisation Period.

o) Project Area

The area through which the road under construction traverse or which is adjacent to and/or in proximity to project operations.

Based on market research and/or requisite resources availability, Project Areas other than defined above may be identified where preference would be given to Targeted Enterprises for sub-contracting opportunities.

p) Project Liaison Committee (PLC)[5]

The Committee that represents the Employer, Engineer, Contractor, project Stakeholders and the Communities affected by the project. It is important to note that:

i) elected and/or nominated political office bearers shall not be members of the PLC, and
ii) the Engineer and Contractor becomes members of the PLC on their appointment and participate in the Committee within the scope of their respective roles and responsibilities.

q) Project Liaison Officer (PLO)[6]

The person who acts as the liaison officer for the project. The PLO facilitates the selection of Targeted Labour to be employed by the Contractor and attends to the day-to-day project, Stakeholder, and Community matters that impact on the parties to the PLC.

r) Stakeholders[7]

Any Stakeholder listed in the Employer's Communication Policy who is affected by the Employer's operations in the Project Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

i) Relevant Provincial departments;
ii) Relevant Municipal departments;
iii) Traditional authorities;
iv) Community interest groups;
v) Organised youth representation;
vi) Organised women representation;

[5] CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.
[6] CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017; CLO definition.
[7] Derived from SANRAL communication Policy, March 2018.

vii) Organised disabled people representation;
viii) Other structured community groups such as religion, education, farming, etc.
ix) Local transport industry forums, e.g. Bus and taxi;
x) Business sector forums;
xi) Road user forums;
xii) Environmental interest groups;
xiii) Road safety interest groups;
xiv) Any other recognised relevant and representative structure.

s) Sub-contractor

An entity appointed by the Contractor to execute a portion of the Works as defined in the Conditions of Contract under FIDIC subclause 1.1.2.8. This includes both Domestic Sub-contractors and Targeted Enterprises.

t) Target Area

The geographic area defined in the Specification Data for Targeted Labour and which typically are:
i) one or more Provinces;
ii) one or more Metropolitan or District Municipalities;
iii) one or more Local Municipalities;
iv) one or more Wards that are predominantly located within the Project Area;
v) one or more of the areas listed in the definition of Designated Groups.

u) Targeted Enterprise[8]

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:
i) an EME or QSE which is at least 51% owned by black people; or
ii) an EME or QSE which is at least 51% owned by black people who are youth; or
iii) an EME or QSE which is at least 51% owned by black people who are women; or
iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
v) an EME or QSE which is at least 51% owned by black people who are military veterans; or
vi) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
vii) a cooperative which is at least 51% owned by black people.

In addition, Targeted Enterprises must be:
a. CIDB registered where applicable;
b. registered with National Treasury's Central Supplier Database;
c. tax compliant prior to award of the sub-contract; and
d. COIDA compliant prior to award of the sub-contract where applicable.
Targeted Enterprises are also Sub-contractors as defined in the Conditions of Contract under FIDIC subclause 1.1.2.8.

v) Targeted Enterprise Construction Manager (TE Construction Manager)

The full-time dedicated staff member or sub-service provider appointed by the Contractor to develop, implement and monitor the training, development and support of Targeted Labour and Targeted Enterprises. The Targeted Enterprise Construction Manager also mentors, guides and coaches the Targeted Enterprises.

w) Targeted Enterprise Monitor

[8] Preferential Procurement Regulations, 2017 Pertaining to the Preferential; Procurement Framework Act, Act no 5 of 2000.

The Targeted Enterprise Monitor is an independent service provider, or individual, appointed by the Employer's Transformation Unit, to audit the Contractor and his TE Construction Manager's activities with respect to their obligations to Targeted Enterprises.

x) Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)

The staff member or sub-service provider appointed by the Contractor to facilitate the procurement of Targeted Enterprise sub-contractors.

y) Target Group

It is a group of entities and/or persons selected from the Designated Group as defined in the Preferential Procurement Policy Framework Act Regulations, 2017, and may include both Targeted Enterprises and Targeted Labour.

z) Targeted Labour[9]

Persons:

i) who are unemployed; and
ii) who are then employed by the Contractor or a Sub-contractor (including Targeted Enterprises) in the performance of this Contract; and
iii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Sub-contractor's or Targeted Enterprise's employment policies; and
iv) permanently reside in the Target Area(s) or who are recognized as being residents of the Target Area(s) based on identification and association with, and recognition by, the residents of the Target Area(s); and
v) who are stated as being Targeted Labour in the Specification Data.

The personnel employed by the suppliers of goods and material are not defined as "Targeted Labour" for the purposes of this Contract.

aa) Trainee Targeted Enterprise

A Targeted Enterprise as defined in this Section D of the Specifications but which is selected and sub-contracted as a Trainee in terms of the Community Development Project associated with this Contract.

bb) Training

Training refers to the process of teaching a Trainee, usually in a classroom or simulated work environment situation where principles, theory, knowledge and skills are taught, and demonstrations are given. Assignments are set to ensure that the Trainee can apply what has been taught. Training is done by a specialist in the subject, and who is qualified and accredited to train. The objective is to improve the competency of the Trainee.

cc) Training and Skills Development Programme

The programme which outlines how the Contractor intends to achieve the CSDG targets, as per Section D1010 of the Specifications and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts (refer to latest version on cidb.org.za), by applying the various training methods described in Section D1010 of the Specifications.

D1002.02 Applicable Legislation, Regulations and Standards

The following Acts, as amended from time to time, are predominant amongst those which apply to the Construction Industry and are listed here for reference purposes only:

[9] SANS 10845-7:2015, definition 2.12

a) The Constitution of South Africa;
b) Public Finance Management Act, 1999 (Act No. 1 of 1999);
c) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its latest applicable regulations;
d) Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);
e) Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
f) The South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998);
g) The Skills Development Act, 1998 (Act No. 97 of 1998);
h) The Skills Development Levies Act, 1999 (Act no. 9 of 1999);
i) The amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry;
j) The National Small Enterprises Act, 1996 (Act 102 of 1996) as amended.

The following Standards and Practice Notes, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof in this Section D of the Specifications:
i) SANS 10845: 2015, Parts 5, 7 and 8; and
ii) CIDB Standard for Contract Participation Goals for Targeted Enterprises and Labour through Construction Works Contracts (refer to latest version on www.cidb.org.za).

D1003 TARGET GROUP PARTICIPATION

This part of Section D of the Specifications describes the Employer's requirements for the establishment of Target Group databases from which participants in the project will be selected for employment and sub-contracting.

It also describes the measurement of, and penalties or bonus to be applied, with respect to the CPG as defined in the Specification Data.

D1003.01 Objectives of Target Group Participation

Amongst others, the key objectives of Government are to extend economic opportunities and build entrepreneurial capacity in rural and underdeveloped areas and townships by:
a) optimising the utilisation of local resources in the Project Area;
b) developing these local resources in the execution of the project; and
c) maximising the amount of funds retained within the Project Area.

To give effect to these objectives the Contractor shall, over the full duration of the contract, from site establishment up to the completion of the works:
i) employ Targeted Labour from the Target Area(s) as stated in the Specification Data; and
ii) sub-contract Targeted Enterprises as stated in the Specification Data; and
iii) give preference to Targeted Enterprises which are from rural and underdeveloped areas and townships within the Project Area(s).

D1003.02 Targeted Labour Database

A system for the recruitment of Targeted Labour shall be agreed with the PLC prior to the commencement of labour recruitment. This system shall be fair and transparent.

Based on the system for recruitment, a Targeted Labour Database shall be compiled by the Contractor, with the assistance of the PLO, and the input and support of the PLC, for the Target Area(s) as stated in the Specification Data. If necessary, the assistance of the Department of Labour may be called upon to provide a labour database of labourers with the required skills and within the required designated groups and Target Area. Once the Database has been disseminated to the PLC, it shall be utilised to facilitate the selection of Targeted Labour as per the resources and skills required by the Contractor during the different construction stages.

The Targeted Labour Database shall be updated as and when required to reflect new employment seekers in the labour market.

Only Labour recruited from the Targeted Labour Database will be measured for Contract Participation Performance (CPP).

D1003.03 Targeted Enterprise Database

The Contractor shall, with the assistance and inputs of the PLC, compile a Targeted Enterprise Database from which Targeted Enterprises shall be sub-contracted to construct portions of the work as described in this part of Section D of the Specifications.

a) Market Analysis and Requisite Resources Availability Audit

The Contractor shall conduct a market analysis and requisite resources availability audit to determine the availability, expertise, abilities, and proficiency of Targeted Enterprises in the Project Area.

To inform the market analysis and requisite resources availability audit, the Contractor shall, as a minimum, use the National Treasury's Central Supplier Database (CSD) which can be obtained from the Employer's Supply Chain Management department via the Project Manager, as well as the CIDB contractor database (if applicable).

The market analysis and requisite resources availability audit, and all updates thereof for the duration of the Contract, shall be submitted to the Engineer and the Employer's Project Manager in a format acceptable to the Employer.

Following the market analysis and a requisite resources availability audit, the Contractor shall apply the CPG Target Group criteria in the Specification Data to compile a ***preliminary*** Targeted Enterprise Database (see D1003.03(c) below).

b) Call for an Expression of Interest

In addition to the CSD and the CIDB database, the Contractor shall call for an expression of interest from Targeted Enterprises in the Project Area. The call for an expression of interest shall outline the anticipated eligibility, functionality, preference and compliance criteria, as well as the anticipated Works content.

c) Preliminary Targeted Enterprise Database

Based on the information obtained from the CSD, CIDB and the call for an expression of interest, the Contractor shall compile a Preliminary Targeted Enterprise Database.

The purposes of the Preliminary Targeted Enterprise Database are:

i) for the Contractor to determine if the required resources and skills to execute the identified Targeted Enterprise work packages are available in the Project Area(s);
ii) for the PLC to verify that Targeted Enterprises on the Preliminary Targeted Enterprise Database are authentic in terms of the Specification Data and other Database criteria, and
iii) for the PLC to alert prospective Targeted Enterprises that are not on the Preliminary Database of the opportunity.

Based on the market analysis and requisite resources availability audit, and the information obtained from the call for an expression of interest, additional criteria for the Preliminary Targeted Enterprise Database may be tabled by the PLCto the Contractor to ensure Target Group participation as intended by the Employer.

d) Final Targeted Enterprise Database

Once the Preliminary Targeted Enterprise Database has been disseminated to the PLC, the Contractor shall invite Targeted Enterprises to tender for the Targeted Enterprise work packages. The Preliminary Targeted Enterprise Database shall

remain a “live database” until the day of tender closure when a print-out of the CSD, based on the Database criteria, shall become the ***Final*** Targeted Enterprise Database for the tender and shall be disseminated to the PLC.

Any Targeted Enterprise may respond to the invitation to tender, but preference shall be given to those Targeted Enterprises that satisfy the tender criteria.

The Targeted Enterprise Database shall be updated at every instance that a new sub-contract tender or group of similar sub-contract tenders are to be let for Targeted Enterprise work packages.

Targeted Enterprises within the Project Area shall be encouraged and assisted to register on the CSD and to become compliant with all other statutory requirements.

D1003.04 Contract Participation Goal (CPG)

The CPG is the monetary value of the participation targets set by the Employer for Targeted Labour and Targeted Enterprises expressed as a percentage of the Final Contract Value. The participation targets comprise of the following:

% Targeted Labour ($TL_{Total\%}$) = the sum of the % Targeted Labour employed by the Contractor, Sub-contractors and Targeted Enterprises.

% Targeted Enterprises ($TE_{Total\%}$) = the % Targeted Enterprises, including the % Targeted Labour employed by Targeted Enterprises.

While the individual participation targets, i.e. $TL_{Total\%}$ and $TE_{Total\%}$ must be met, the total CPG (CPG_{Total}) is not the sum thereof, but are calculated as follows:

CPG_{Total} = Final Contract Value x [$TL_{Total\%}$ + ($TE_{Total\%}$ - Targeted Labour employed by the Targeted Enterprises))

where

Final Contract Value is = the total value of the Contractor’s final certified work measured at the date of issue of the Taking-Over Certificate. The Final Contract Value includes the value of scheduled work and extra work, but excludes any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT.

The Contractor shall strive to distribute and implement the participation targets and opportunities equally and continuously over the duration of the Contract. Where the Contractor deems such an equal and continuous distribution of the participation targets to be unachievable, he shall provide reasons and motivate it clearly in the preliminary CPG Plan submitted with the tender document.

Both the Targeted Labour and Targeted Enterprise participation targets may consist of sub-targets which are stipulated in the Specification Data, clause D1003. The Contractor is required to achieve these individual sub-targets. If the Contractor fails to achieve any one of the individual sub-targets and does not substantiate that such failure is due to quantitative underruns, the elimination by the Employer of items contracted to targeted enterprises, or any other reason beyond the Contractor’s control which may be acceptable to the Employer, penalties shall apply as stated in Section D1003.05 of the Specifications, and as provided for in clause 8.7 of the FIDIC Conditions of Contract.

The value of the Provisional Sum scheduled under item D10.05 will not necessarily make up the full value of the work required to meet the minimum target set by the Employer for Targeted Enterprises. It is the Contractor’s responsibility to assess the work required to

meet the targets and, if necessary, to engage additional Targeted Enterprises to execute work on the Contract as well to ensure that the minimum targets are achieved.

D1003.05 Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

CPP = CPG_{Actual}
= total monetary value (excluding VAT) of Targeted Labour employed by the Contractor + total monetary value (excluding VAT) of Targeted Enterprises contribution, including Targeted Labour employed by the Targeted Enterprises.

The Contractor's CPP shall be monitored monthly to determine the extent to which it is striving to achieve the CPG. The basis of monitoring shall be a comparison of the actual expenditure on Targeted Labour and Targeted Enterprises with the planned expenditure for Targeted Labour and Targeted Enterprises as per the accepted CPG Plan. Monthly returns, in the format required by the Employer, shall be submitted by the Contractor with each interim Payment Certificate.

To assist in the measurement of the CPP the Contractor shall include the envisaged CPG programme in its initial contract programme which is to be submitted within 28 days after the Commencement Date. The CPG programme shall be updated in the accepted construction programme on acceptance of the CPG plan and with every subsequent revision.

As an incentive to encourage the Contractor to exceed the CPG, a bonus is offered, measured as follows:

a) CPP Bonus

The bonus = 0.25 x (CPP – CPG_{Total})

Any bonus due (or portion thereof) shall be calculated on the Final Contract Value. No bonus shall apply if either the Targeted Labour, Targeted Enterprises and/or any individual sub-targets for Target Groups are not reached.

b) CPP Penalties

Conversely, failure to reach either the CPG or any individual Target Group targets shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract unless there are compelling reasons why the target or sub-targets could not be achieved as stipulated in Section D1003.04 of the Specifications. Penalties for Targeted Labour and for Targeted Enterprises shall be calculated as follows:

Penalty Targeted Labour = 0.5 x ((TL – TG) + Sum (TL_n – TG_n) - 1.2 x L dp)

Where:

$_n$	=	Each lowest order sub-group of Targeted Labour stipulated in the Specification Data.
TL	=	Monetary value of the Targeted Labour calculated at the percentage stipulated in the Specification Data applied to the Final Contract Value.
TG	=	Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Sub-contractors.
L dp	=	Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Sub-contractors.
(TL_n - TG_n)	=	The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

Penalty Targeted Enterprises = 0.5 x ((TE – TGE) + Sum (TE_n – TGE_n) - 1.2 x TE mv - 1.2 x TE dp)

Where:

$_n$	=	Each lowest order sub-group of Targeted Enterprise stipulated in the Contract Data.
TE	=	Monetary value (excluding VAT) of Targeted Enterprises calculated at the percentage stipulated in the Specification Data applied to the Final Contract Value
TGE	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises sub-contracted to the contract by the Contractor and 50% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.
TE mv	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, sub-contracted to the Contract by the Contractor.
TE dp	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, sub-contracted to the Contract by the Contractor.
$(TE_n - TGE_n)$ =		The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

The total Penalty value shall be the sum of the Targeted Labour and Targeted Enterprises Penalty values unless the total Penalty value is negative then it shall be a zero value.

Interim penalty valuations, based on the accepted CPG Plan, shall be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated outcome, and to plan corrective actions for non-adherence to the CPG Plan.

Interim penalty valuations shall not be applied to the interim certificate value, but the Contractor shall by notice be placed on terms to correct as prescribed in sub-clause 15.1 of the FIDIC Conditions of Contract. Failure to correct by completion of the Contract will lead to an Employer's Claim in terms of sub-clause 2.5 of the FIDIC Conditions of Contract.

Any Penalty payable shall be calculated on, and applied to, the Final Contract Value.

D1003.06 Accredited Registration

The CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises comply fully with the definition of a Targeted Enterprise, and documentary evidence to support the claim lodged with the Engineer before the work, goods or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of the respective documentation shall rest with the Contractor.

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress.

D1003.07 Contractor's Responsibility

In terms of the Conditions of Contract, all Targeted Labour recruitment and employment and Targeted Enterprises sub-contracting, as well as its associated risks, shall remain the sole responsibility of the Contractor.

The Employer's CPG requirements, and the compulsory utilisation of project specific Targeted Labour and Targeted Enterprises databases, shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

D1004 STAKEHOLDER AND COMMUNITY LIAISON AND SOCIAL FACILITATION

This part of Section D of the Specifications describes the Employer's requirements with respect to Stakeholder and Community liaison and social facilitation. It also describes the roles and responsibilities of the Project Liaison Committee (PLC) and the Project Liaison Officer (PLO).

D1004.01 Purpose of Stakeholder and Community Liaison

To give effect to the need for transparency and inclusion in the process of delivering services, the Contractor shall liaise with the project Stakeholders and affected Communities for the duration of the Contract's life cycle. This shall be achieved through structured engagement with the PLC which was established by the Employer for this purpose.

D1004.02 Contractor's Responsibilities in Stakeholder and Community Liaison

The Contractor shall have the following general responsibilities in the Stakeholder and Community liaison process:

a) Stakeholder and Community engagement shall be executed based on the Employer's social facilitation principles and processes described in this Section D of the Specifications.
b) The Contractor shall make use of the PLC as the official communication channel and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities.
c) PLC members, to which the Contractor is a party, shall be held accountable to disseminate project information discussed at the PLC meetings to the entities that they represent.
d) As a party to the PLC, the Contractor shall delegate from among his site personnel a responsible person to participate in the PLC and its business.
e) The Contractor shall provide the PLC with any assistance and information that it requires to execute its duties, which amongst others, include training, providing a meeting venue on site, provide Target Group reports, etc.

It is important to note that in terms of the Conditions of Contract, all Targeted Labour recruitment and employment, and Targeted Enterprises' selection and sub-contracting, as well as its associated risks, shall remain the sole responsibility of the Contractor.

The Contractor shall take cognisance of the Employer's PLC and PLO Forms, attached as Appendix 11, which shall be provided to the Contractor by the Engineer. While the Employer holds its own staff accountable for the deliverables listed in the checklist, the Contractor and the Engineer shall assist the Employer in accomplishing the deliverables.

The Employer's establishment of the PLC, and the Engineer providing a PLO to the Contractor, shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

D1004.03 Project Liaison Committee (PLC)

The PLC is the official communication channel through which the Employer, Engineer, Contractor and project Stakeholders and affected Communities communicates on project matters. This platform is also used to communicate the impact that the project has or may have on project Stakeholders and the affected Communities. This part of Section D of the Specifications describes the general processes pertaining to the PLC, as well as its role and responsibilities.

a) Establishment of the PLC

A PLC has either been established prior to commencement of the Contract or shall be established as soon as possible by the Employer. The PLC consists of the Employer, Engineer, Contractor and representatives of project Stakeholders and affected Communities.

To ensure that all relevant Stakeholders are represented in the PLC, the Employer did, or will, consult with the Executive Mayor's office, as well as with the LED Department of the Local Municipalities in the Project Area. Once, the PLC has be established, the Employer's further Stakeholder engagement activities shall not prevent the Contractor from continuing with construction.

Typical Stakeholder representation on the PLC may include:

i) A PLC member from the relevant RRM PLC.
ii) Local Municipality LED Office.
iii) Traditional leadership representation.
iv) Forums representing people with disabilities.
v) Forums representing women.
vi) Forums representing youth.
vii) Forums representing business sector.
viii) Forums representing transport sector.
ix) Any other Stakeholder forum/organisation recognised by the Employer and the Local Municipality's LED Office.

Every forum/organisation/constituency shall have one (1) representative on the PLC, which representation shall be confirmed by a duly signed nomination form.

It should be noted that the PLC is not a political platform. While Councillors may be invited to some PLC meetings, they may not be PLC members and hence, will not have voting rights when attending a PLC meeting.

b) Seating Allowance for PLC Members

PLC membership is voluntary and PLC members shall not be renumerated for any time spent or work done associated with representing their constituency on the PLC.

Provision for the cost of liaison, social facilitation and PLC support has been made under pay-item D10.02(a). This pay-item provides for the Contractor's cost incurred in executing his responsibilities w.r.t. Stakeholder and Community liaison.

This pay-item may also be utilised to pay an allowance to PLC members for actual costs incurred in executing their PLC duties (other than time or work done related). The Contractor will determine and table to the PLC a realistic seating allowance which will be substantiated by an outline of the anticipated actual costs envisaged to be incurred by PLC members.

The seating allowance shall be increased annually based on the CPI figure contained in Table B2 of Statistical Release P0141 by StatsSA.

c) Induction of the PLC

The Employer shall conduct an induction meeting with the PLC to acquaint PLC members with the following information:

i) SANRAL's Horizon 2030 Strategy.
ii) SANRAL's Fourteen Point Plan.
iii) The role and responsibilities of PLC members.
iv) SANRAL's Transformation Policy.
v) How the Transformation Policy impacts on SMMEs.
vi) Relevant details of the Contract, e.g.
    a. Start and end dates
    b. Important milestones
    c. CPG targets
    d. Envisaged Targeted Enterprise packages
    e. Envisaged work for other SMMEs (non-CPG).

d) Rules of Engagement for the PLC

In the execution of their duties, members of the PLC shall adhere to the undertakings listed below and the Contractor shall inform the Engineer of any transgression of these undertakings.

i) <u>General Matters and Membership</u>

    a. A PLC member may not be a politically elected representative and political party representation will not be allowed in the PLC.

b. Ward Councillors may interact with the project team through the Mayor's Office.
c. If required, and in consultation with the Employer, a Political Steering Committee (PSC) may be established to address political matters. A PSC will only be established where the Project Area traverse over more than one municipal area.

ii) Term of Office for the PLC

a. The duration of PLC members' participating in the PLC (term of office) shall depend on the duration of the project.
b. If the Employer finds the performance of a PLC member to be below expectation or their conduct to be unacceptable, the affected member will be discharged from their obligations and a new nomination process shall commence.

iii) Targeted Enterprise and Targeted Labour

PLC members shall:

a. ensure that they, or companies in which they hold equity, will not tender on the Contract for any work or sub-contract that may be issued. Should they tender, this will be treated as a conflict of interest and the tender proposal submitted will not be evaluated.
b. not have private or business interests in any of the sub-contract tenders tabled to the PLC or considered in this Contract.
c. shall recuse themselves from discussions that deal with a sub-contract tender if any other member is of the opinion that a member's participation in deliberations, which is rightly or wrongly construe as improper or irregular, may lead to the award of a sub-contract to a tenderer known to the member or to the member itself.
d. recuse themselves from the operations of the PLC following a situation as described in paragraphs ii) above and shall cease to be a PLC member for this Contract.
e. during the tender and tender evaluation processes, neither deliberately favoured nor prejudiced a person or tenderer, as intended, or contemplated in treasury Regulation 16, A8.3 (a), (b) & (c).
f. ensure that no conflict of interest arises from members' involvement in the PLC and potential involvement in targeted labour recruitment and/or targeted enterprises procurement and/or any other supplier/sub-contractor/service provider procurement or involvement in the contract.

iv) Confidentiality

a. PLC members shall accept that all information, documentation, and decisions regarding any matter serving before the PLC are confidential and undertake not to communicate decisions or discussions of PLC meetings to external or internal parties unless so directed and approved by the Project Manager.
b. Information for public dissemination shall be clearly indicated by the committee to ensure that sensitive information is only disseminated to the correct audience.

v) Removal from Office

a. PLC members who violate the provisions of these Rules of Engagement for PLCs will be removed from their role as a PLC member at the sole discretion of the Employer.
b. The Employer reserves the right to recover any costs from PLC members whose actions can be regarded as detrimental to the Employer or to the execution of the project.
c. The Employer also reserves the right to recommend criminal prosecution if the offence warrants such action.

d. The Employer reserves the right to dissolve the entire PLC should it believes that such an action is in its best interest, or that of the project. The Employer will not be obliged to reconstitute the PLC if such a dissolution occurs.

e) Responsibilities and Duties of the PLC

The PLC shall execute specific duties during the design and construction phases of the project.

Some of the PLC's duties during the design and construction stages overlap and hence, for completeness, a description of the PLC's duties in both project stages is provided here.

The PLC shall execute the following duties:

ii) Project Design Stage

a. Meet as often as required to discuss and resolve the project's design stage matters which are of interest or concern to the parties to the PLC.
b. Peruse the Project Liaison Committee duties outlined in this Section D of the Specifications and agree on the duties of, and procedures to be followed by, the PLC to fulfil its duties.
Note: The principles outlined in this section shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
c. Act in accordance with the agreed terms of reference for the PLC.
d. Inform the Employer of any training that project Stakeholder and affected Community representatives of the PLC require to execute their duties.
e. Assist the Engineer to source suitable candidates, based on the Employer's qualifying criteria, for the position of PLO.
f. Observe and verify that the qualifying criteria and procedures applied by the Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant labour legislation and regulations.
g. Assist the Engineer to identify the project's Target and Project Area(s), from which Targeted Labour and Targeted Enterprises could be employed and sub-contracted respectively.
h. Assist the Engineer to identify the project's Target Groups for inclusion in the Tender Documents and provide input and supportto the identified Target Groups.

ii) Project Construction Stage

a. Meet formally prior to the Employer's monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to the parties to the PLC.
b. Assist the Contractor to establish the selection criteria and process to employ Targeted Labour.
c. Assist the Contractor to identify the eligibility, functionality, preference and compliance criteria to select and sub-contract Targeted Enterprises.
d. Provide input and supportfor the Databases compiled by the PLO and the Contractor from which Targeted Labour will be selected and employed and Targeted Enterprises will be sub-contracted respectively.
e. Verify that the criteria and methodologies applied by the Contractor to select and employ Targeted Labour and sub-contract Targeted Enterprises are executed in a fair and transparent manner and are within Government legislation and regulations and the Employer's Policies.

f. Verify that the conditions of employment and the conditions of sub-contracting, in the employment of Targeted Labour and sub-contracting of Targeted Enterprises are applied in a fair and transparent manner and according to the Employer's employment and sub-contracting requirements.
g. Make recommendations to the Contractor on the training needs, eligibility criteria and selection criteria for the provision of training to Targeted Labour, Targeted Enterprises, Designated Groups, project Stakeholders and the affected Communities.
h. Verify that training and skills development programmes, which the Contractor committed to, are implemented and executed as approved and intended.
i. Inform the entities whom they represent of any project matters which the respective party to the PLC wishes to communicate with each other.
j. Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on the respective parties to the PLC.
k. Inform the Contractor of Stakeholder and/or Community requests and/or needs which could possibly be addressed within the project's Scope of Work.
l. Inform the Employer, Engineer and Contractor of any road safety concerns within the Project Area(s) and advise them of possible mitigating measures and/or road safety programs that will be most suitable for acceptance by the affected Communities to promote road safety.
m. Assist parties to the PLC to agree on a dispute resolution mechanism to resolve any disputes that may arise between the parties to the PLC.
n. Assist parties to the PLC to liaise with their respective entities to resolve any disputes amongst the parties which may occur due to the project.

f) PLC Meetings

i) Frequency
a. Meetings will be conducted monthly or as required by the Stakeholders or the project matters.

ii) Notice of Meetings
a. The notice of the PLC meeting shall be given at least seven (7) calendar days prior to the meeting date.
b. Where meetings have been diarised over a period by the PLC, it shall be the duty of each PLC member to ensure his/her attendance on the set dates.
c. Where a PLC member has missed any meeting, he/she bears the onus of establishing the date and venue of the next meeting.

iii) Venue
a. The venue for PLC meetings shall be the project site office or any other venue agreed to by the members of the PLC and approved by the Employer' Project Manager.
b. During the COVID-19 lockdown, or any other lockdown as announced by government, the meetings shall be held on an online platform such as WhatsApp, MS Teams, Zoom or similar.

iv) Agenda
a. An agenda shall be made available or displayed to all participants at the commencement of such meetings or the minutes of the previous meeting will serve as the agenda of such meetings.
b. The agenda shall not be amended without prior approval from the Employer's Project Manager.

v) Chairperson
a. PLC meetings shall be chaired by the Employer which will typically be the Employer's Project Manager, or a SANRAL staff member, with decision--making delegation, or the Engineer. The Chairperson shall:

i. chair all meetings of the PLC,
ii. co-ordinate all the activities of PLC,
iii. ensure that members are fulfilling their tasks as assigned by the PLC,
iv. see to the execution of decisions taken by the PLC,
v. ensure the validity of members' claim for allowance,
vi. ensure compliance of all activities of the PLC with current rules, law and general SANRAL policy, and
vii. be a co-signatory to all official documents of the PLC.

vi) Secretariate
a. The Engineer's staff shall provide a secretarial service to take minutes of PLC meetings.
b. Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

vii) Quorum
a. The quorum for PLC meetings shall be constituted by 50%+1 ratio excluding co- opted members.

viii) Apologies and Non-attendance
a. Apologies shall be in writing except in emergency where the member apologising cannot communicate the apology in writing.
b. Apologies may be sent through any media agreed to prior by the PLC for example through SMS or WhatsApp messaging or similar application.
c. The organization, represented by a member who fails to attend three (3) consecutive meetings without an apology, will be informed in writing and asked to nominate a replacement member.

ix) Language
a. The meetings will be conducted in English to enable all participants at the meeting to understand the discussions of the meeting.
b. However, care and consideration must be given to provide non-English speakers an opportunity to participate. Therefore, where desirable, any of the 11 official languages maybe be used to conduct the meeting. If another language other than English is used, the minutes of the meeting will need to be transcribed, translated, and recorded in English.

x) Other
a. The PMT shall provide a finger lunch for PLC members at PLC meetings.

D1004.04 Project Liaison Officer (PLO)

The PLO facilitates the selection and employment of Targeted Labour and coordinates communication between the members of the PLC to address the day to day project, Stakeholder, and Community matters that impact on the parties represented in the PLC.

a) Appointment of the PLO

The Engineer appoints the PLO in accordance with the Employer's criteria for a PLO. The appointment of the PLO must be acknowledged and supported by the PLC.

Although the PLO provides social facilitation support to the Contractor, the PLO shall report to the Engineer or his delegated representative, e.g. the Resident Engineer.

b) Duties of the PLO

The PLO shall execute specific duties during the design and construction phases of the project. These duties include the following:

(i) Except for taking the minutes of PLC meetings, which is a duty of the Engineer, the PLO shall provide a secretariat function to the PLC which includes, amongst others, the following:
   a. Schedule meetings;
   b. Compile meeting agendas;
   c. Compile document packages for meetings;
   d. Distribute minutes of meetings;
   e. Assist representatives of project Stakeholders and affected Community to formulate their communication to the PLC in writing;
   f. Distribute written communication between the parties to the PLC;
   g. Keep records of all PLC correspondence and documentation; and
   h. Provide any other reasonable secretariat function required by the PLC.

(ii) Attend all PLC meetings to report on the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.

(iii) Attend all monthly project site meetings to report on the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.

(iv) Attend any other meetings related to the project and in which any of the project Stakeholders, affected Communities, Targeted Labour and Targeted Enterprises are involved.

(v) Maintain a full-time presence on site to monitor and address the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.

(vi) Maintain a full-time presence on site to assist the parties to the PLC in the day to day liaison with each other.

(vii) Assist the Engineer and the Contractor to disseminate information to PLC members such as:
   a. the basic Scope of the Works and how it will affect the Community;
   b. the project programme and regular progress updates;
   c. the anticipated employment and sub-contracting opportunities;
   d. the project programme as it pertains to the employment of Targeted Labour and sub-contracting of Targeted Enterprises;
   e. Occupational Health and Safety precautions; and
   f. any other information relevant to project Stakeholders and the affected Communities.

(viii) Be well acquainted with the contractual requirements as it pertains to Targeted Labour employment and training.

(ix) Assist the PLC to establish and agree the criteria to follow when selecting and employing Targeted Labour.

(x) Assist the Engineer and the Contractor in their resources and skills audits by providing a coordinating function between the Engineer, the Contractor, project Stakeholders, and the affected Communities.

(xi) Ensure that the Contractor compiles the Targeted Labour databases based on the eligibility and selection criteria and that he updates it as and when required.

(xii) Coordinate the selection and employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor's labour and skills requirements.

(xiii) Ensure that each Targeted Labourer enters an employment contract which adheres to current and relevant Labour legislation.

(xiv) Ensure that each Targeted Labourer understands the conditions of his/her employment contract with an emphasis on the employment start date, end date and wages payable.

(xv) Identify and inform the Contractor of any relevant training required by the Targeted Labour.

(xvi) Attend all disciplinary proceedings to ensure that hearings are fair and conducted in accordance with the current and relevant Labour legislation.

(xvii) Be proactive in identifying project Stakeholder and affected Communities' (including Targeted Labour and/or Targeted Enterprise Sub-contractor), requirements, disputes, unrest, strikes, etc. and bring it to the attention of the PLC.

(xviii) Assist the parties to the PLC to resolve any disputes, which may occur due to the project.

(xix) Other than the document records to be kept as mentioned above, keep record of all other documents and processes pertaining to the employment of Targeted Labour.
(xx) Produce and submit a monthly report to the PLC on PLC and other meetings attended by the PLO, as well as on Targeted Labour employment, and project Stakeholder, affected Community and any other project matters that impact on the parties to the PLC.

D1005 MOBILISATION PERIOD

The Mobilisation Period is defined in Section D1002 of the Specifications. This Section describes the requirements of the Mobilisation Period.

D1005.01 Purpose of the Mobilisation Period

The Mobilisation Period was introduced as an aid to the Contractor to:

a) become acquainted with the Stakeholder and Community liaison requirements of the Contract as prescribed in this Section D of the Specifications;
b) allow for the Contractor's planning to obtain the CPG as required in the Specification Data;
c) allow for the Contractor's planning to obtain the Contract Skills Development Goals (CSDG) as required in Section D1010 of the Specifications,
d) follow the processes prescribed in this Section D of the Specifications to employ the initially required Targeted Labour and enter the first sub-contracts with Targeted Enterprises; and
e) provide the training required by Targeted Labour and Targeted Enterprises to commence with the construction of the Works.

Access to site for the Commencement of the Works shall thus only be issued once the following deliverables have also been submitted and/or completed by the Contractor:

i) Submission of the CPG Plan, followed by acceptance of the Engineer.
ii) Submission and the Training and Skills Development Programme, followed by acceptance of the Engineer.
iii) Appointment of the initial Targeted Enterprise sub-contractors.

D1005.02 Duties of the Contractor

During the Mobilisation Period, the Contractor shall execute the following duties:

a) Compile a CPG Plan

The Contractor shall compile an acceptable CPG Plan, which sets out how he intends to achieve the various CPG targets as stated in the Specification Data The Contractor shall distribute and implement the participation targets and Targeted Enterprise work opportunities equally and continuously over the duration of the Contract, i.e. from site establishment to completion of the Works. Where the Contractor deems such an equal and continuous distribution of the participation targets to be unachievable, he shall provide reasons and motivate it clearly in the CPG Plan.

The CPG Plan shall provide the detail of the Targeted Enterprise work programme, as well as the contents and value of the work packages. See Appendix 9 for the CPG Plan format.

The Targeted Enterprise work programme shall be in line with the Works Programme and once the CPG Plan has been accepted by the Engineer, it shall be captured in the Works Programme.

The Mobilisation Period shall only be concluded once the CPG Plan has been accepted by, and all the duties above have been executed to the satisfaction of, the Engineer after consultation with the Employer.

The Employer and the Engineer shall monitor progress and adherence to the CPG Plan in the same manner as they would monitor the Works Programme.

Should the Contractor require an extension of the Mobilisation Period due to a delay not within his control, Contractual Procedure shall be followed, and the Contractor shall submit his Claim for an extension of time through the relevant Contractual Clauses of the Conditions of Contract.

b) Compile a Training and Skills Development Plan

The Contractor shall compile an acceptable Training and Skills Development Plan, which sets out how he intends to achieve the various CSDG targets as per the Section D1010 of the Specification and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts (refer to latest version on www.cidb.org.za)..

The Training and Skills Development Plan shall provide the detail of the training methods selected for implementation as described in Section D1010 of the Specifications and shall include an execution programme for acceptance by the Engineer, which shall demonstrate its correlation with the Works Programme.

The Mobilisation Period shall only be concluded once the Training and Skills Development Plan has been accepted by the Engineer after consultation with the Employer.

The Employer and the Engineer shall monitor progress and adherence to the Training and Skills Development Plan in the same manner as they would monitor the Works Programme.

c) Sub-contracting of Targeted Enterprises

During the Mobilisation Period the Contractor shall execute the following duties w.r.t. the sub-contracting of Targeted Enterprises:

i) Liaise with the Employer, Engineer and the PLC to structure and finalise the work packages to be sub-contracted to Targeted Enterprises.
ii) Liaise with the Employer, Engineer and PLC to determine the Targeted Enterprise Database criteria for the sub-contracting of Targeted Enterprises.
iii) Compile the Targeted Enterprise Database(s) for input and support by the PLC.
iv) Undertake a skills audit of the Targeted Enterprises which appear on the Targeted Enterprise Database(s).
v) Based on the skills audit, and in consultation with the PLC, identify the pre-tender training requirements of Targeted Enterprises.
vi) Provide an opportunity to Targeted Enterprises to receive the identified pre-tender training.
vii) Tender the initial work packages and sub-contract the first group of Targeted Enterprises for commencement of the Works.

d) Employment of Targeted Labour

During the Mobilisation Period the Contractor shall execute the following duties w.r.t. the employment of Targeted Labour:

i) Liaise with the PLC and the PLO on the compiled Targeted Labour Database(s) for the employment of Targeted Labour.
ii) Undertake a skills audit of the Targeted Labour which appear on the Targeted Labour Database(s).
iii) Based on the skills audit, and in consultation with the PLC, identify the training requirements of Targeted Labour to enhance their employability.
iv) Provide an opportunity to eligible Targeted Labour to receive the identified training to enhance their employability.

v) Select and appoint the first group of Targeted Labour for commencement of the Works.

e) Training Requirements

The Contractor will not be able to address all the training requirements identified for Targeted Labour and Targeted Enterprises during the Mobilisation Period and it is accepted that training will take place over the duration of the Contract.

The training provided to both Targeted Enterprises and Targeted Labour during the Mobilisation Period shall focus on the activities and/or skills required for the commencement of the Works and shall include the mandatory Occupational Health and Safety training.

D1006 THE ROLE OF THE ENGINEER

The role and responsibilities of the Engineer are clearly described in the Conditions of Contract. This section elaborates on the Engineer's duties with respect to Stakeholder and Community Liaison, Targeted Labour Employment and Targeted Enterprise sub-contracting.

Together with the Employer and the Contractor, the Engineer is also a party to the PLC and hence, is co-responsible for successful project Stakeholder and Community liaison.

In addition, the Engineer shall play a supporting role to the Contractor in the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

D1006.01 Duties During the Design Phase

During the design phase, the Engineer undertook a preliminary skills and resources audit of the Targeted Enterprises in the Project Area. The purpose of the audit was to:

a) obtain an understanding of the Community's skills, both academically and occupationally;
b) obtain an understanding of the resources within the Community, i.e. Targeted Enterprise availability and capabilities;
c) establish the CPG targets for Targeted Enterprises and Targeted Labour for inclusion of the Specification Data; and
d) identify tender and other relevant training to be offered to Targeted Enterprises and Targeted Labour to prepare them for tendering and to enhance their employability.

D1006.02 Duties During the Construction Phase

To implement the Employer's Targeted Labour and Targeted Enterprise goals, the Engineer shall provide support to the Contractor by executing the following duties:

a) Targeted Enterprise Sub-contracting

i) Make recommendations to the Contractor in identifying and structuring the work packages to be sub-contracted to Targeted Enterprises and approve the scope and extent of the work packages.
ii) Verify that the Targeted Enterprise Database(s) has been updated prior to the letting of every new set of sub-contracts.
iii) Approve tender procedures, tender documents, tender submission requirements and adjudication processes for the sub-contracting of Targeted Enterprises.
iv) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to sub-contract Targeted Enterprises are executed in a fair and transparent manner and are within the Employer's and Government's Supply Chain Management Policies.
v) Verify that sub-contract agreements and the conditions of sub-contracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.

vi) Monitor the management of Targeted Enterprise sub-contracts and ensure that conditions such as the application of penalties, the termination of contracts, etc. are applied in a fair and transparent manner and within the prescripts of the agreement.

b) Targeted Labour Employment

i) Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.
ii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner and is within the Contract requirements.
iii) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour legislation.

c) Target Group Training Requirements

i) Make recommendations to the Contractor in identifying the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes.
ii) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

D1007 TENDER PROCESS FOR TARGETED ENTERPRISES

While the Contractor may utilise service providers, sub-contractors and suppliers of its choice and selected via its own internal processes, for the sub-contracting of Targeted Enterprises based on the Employer's Contract Participation Goals, the Contractor shall follow the prescripts of this Section D of the Specifications.

D1007.01 Targeted Enterprise (TE) Procurement Coordinator

The Contractor shall appoint a TE Procurement Coordinator to facilitate the sub-contracting of work to Targeted Enterprises as defined in the Specification Data. For Contracts with a value of less than R 100 million the Contractor may appoint a TE Procurement Coordinator from its site staff. For Contracts with a value of more than R 100 million the Contractor shall employ or sub-contract a dedicated TE Procurement Coordinator, whose sole responsibility will be the management of Targeted Enterprise procurement and sub-contracting matters.

The TE Procurement Coordinator shall be knowledgeable of, and have experience in, the management of road construction and ancillary works, National Treasury supply chain management legislation and regulations, and stakeholder relations management.

With the input and support of the PLC, the TE Procurement Coordinator shall conduct the tender processes and procedures for Targeted Enterprise sub-contracting as prescribed in this Section D of the Specifications and shall adhere to the Employer's and Government's Supply Chain Management Policies and requirements.

D1007.02 Procedures for Targeted Enterprises Sub-contracting

The Contractor shall utilise the Employer's proforma tender and contract document for Targeted Enterprise sub-contracting. The proforma sub-contract document is attached as Appendix 12 and an electronic version will be provided to the Contractor on award.

The identification and application of the eligibility and functionality criteria, and conducting the tender processes and procedures for sub-contracting include, amongst others, the following tasks:

a) Tender Preparation

i) Compile preliminary list of sub-contracting work packages

Based on the Specification Data and the Scope of the Works, the Contractor shall compile a preliminary list of the work packages (scope of work and number of packages) that are anticipated to be sub-contracted to Targeted Enterprises.

The Contractor shall refer to the construction activities that have been identified as being suitable for construction by Targeted Enterprises as listed in Section D1009 of these Project Specifications, and to any other construction activities which are required to execute the Works in terms of this Contract, to determine how to unbundle or package subcontracts for Targeted Enterprises.

ii) Conduct a market analysis and resources and skills audit

Based on the preliminary list of work packages, the Contractor shall conduct a market analysis and resources and skills audits to determine the availability of the required resources and skills in the Project Area to execute the anticipated Targeted Enterprise work packages. The Contractor shall consult the following databases as a minimum:

a. Construction Industry Development Board (CIDB)'s contractor database (not applicable to suppliers and non-construction services).
b. National Treasury's Central Supplier Database (CSD) to be obtained from the Employer's Supply Chain Management Department.

iii) Call for an expression of interest

In addition to consulting the CIDB contractor database and National Treasury's CSD, the Contractor shall call for an expression of interest, which shall be published in newspapers and at locations as agreed by the PLC.

For each group of work packages, the call for an expression of interest shall outline:

a. evaluation and selection criteria such as eligibility, preference and functionality.
b. compliance requirements such as CSD and CIDB registration, tax clearance and COID.
c. the anticipated scope of the works to be undertaken.

iv) Establish a Targeted Enterprise Helpdesk

Other than informing the Contractor's market analysis and resources and skills audits, the purpose of the call for an expression of interest is to alert Targeted Enterprises of the subcontracting opportunities and inform them of the anticipated eligibility, preference and functionality criteria, as well as of the compliance requirements.

The Contractor shall enhance the readiness of Targeted Enterprises to participate in the subcontracting opportunities by establishing a helpdesk at a suitable and easily accessible location in the Project Area.

The Contractor shall provide guidance to Targeted Enterprises in getting their statutory requirements in order in anticipation of the subcontracting opportunities. The helpdesk shall assist with, or provide guidance in, registering with the CSD and the CIDB, obtaining tax clearance and COID compliance and any other relevant qualifying requirements.

v) Compile Preliminary Targeted Enterprise Database

Based on the CPG targets listed in the Specification Data and the information obtained from the activities described in paragraphs ii) and iii) above, the Contractor shall compile a Preliminary Targeted Enterprise Database.

In compiling the preliminary Targeted Enterprise Database, the Contractor must bear in mind that the benchmark for an adequate number of tenderers to ensure a competitive tender process is ten (10) tenderers that are able to achieve the functionality threshold during the tender evaluation.

vi) Identify Targeted Enterprises, Target Groups and Project Area(s)

Based on the CPG targets listed in the Specification Data and the Preliminary Targeted Enterprise Database, the Contractor shall identify the:

a. Targeted Enterprises (CIDB grades and types); and
b. Designated Groups (woman, youth, etc.) which are anticipated to benefit from the subcontracting opportunities; and
c. Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities.

vii) Compile a Contract Participation Goal (CPG) Plan

The Contractor shall utilise all the information gathered from the activities described in the paragraphs above to compile an acceptable CPG Plan. The plan shall contain:

a. a list of work packages (scope of work and number of packages) to be subcontracted to Targeted Enterprises;
b. procurement, award and execution dates for the work packages, distributed over the duration of the Works Contract (from site establishment to completion of the Works) to ensure continuous work opportunities;
c. the preliminary Targeted Enterprise Database(s) for each work package;
d. the Targeted Enterprises (CIDB grades and types) and Designated Groups (woman, youth, etc.) which are to benefit from the subcontracting opportunities;
e. the Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities; and
f. the tender evaluation and selection criteria for the respective work packages.

viii) Acceptance of the CPG Plan

The Contractor shall submit the CPG Plan to the Engineer for acceptance after which it shall be tabled it to the PLC for their information.

The Contractor shall ensure that the tender requirements and the outcome of different tendering scenarios are explained to the PLC, specifically with respect to the outcomes of evaluating:

a. Eligibility criteria;
b. Functionality structuring and scenarios;
c. Price and Preference;
d. Compliance requirements; and
e. Negotiation processes (if applicable).

If required, the Contractor shall make amendments to the CPG Plan based on the Engineer's instructions.

ix) Compile tender documents

The Contractor shall compile the tender documents for each Targeted Enterprise subcontract work package and shall utilise the Employer's proforma document for Targeted Enterprise sub-contracting (see Appendix 12).

In compiling the subcontract tender documents, the Contractor shall include in each tender document relevant Conditions of Tender and the FIDIC subcontract agreement. The Contractor shall compile each subcontract tender

document in a manner that facilitates the achievement of all objectives and principles pertaining to the development of the Targeted Enterprises.

The draft subcontract tender documents shall be approved by the Engineer before letting the tender.

b) Tender Process

i) Advertise the subcontract packages

The Contractor shall advertise and invite tenders from Targeted Enterprises for the respective subcontract packages. Advertisements shall be placed in local newspapers, on community notice boards, on SANRAL's electronic supply development desk portal (*https://sanralesdd.co.za*), and any other place or medium as agreed with the PLC.

If the Employer have a pro-forma Tender Notice available, the Contractor shall use this document.

ii) Conduct a tender briefing and tender training session

For each group of subcontract packages, the Contractor shall conduct a compulsory briefing session to explain the tender process, the evaluation and selection criteria and the scope of the works to the Targeted Enterprises.

An Attendance Register shall be completed by all attendees and Minutes shall be taken during the briefing session. The Minutes of the briefing session shall be distributed to all attendees as an Addendum to the Tender Documents.

The Contractor shall conduct a "how to complete a tender document" training session as a component of the tender briefing to interested Targeted Enterprises. The level of detail and hence the duration of the training session shall be informed by the findings of the resources and skills audit conducted during the Tender Preparation Phase.

The Contractor shall engage with the Employer's Regional Transformation Officer on the Employer's SMME Pre-tender Training and Development Programme and utilise this programme if it is available at the time in the Project Area. The Regional Transformation Officer's contact details shall be provided on award:

Notes of this training session shall be distributed to all attendees of the briefing session as an Addendum to the Tender Documents, irrespective if they have attended the training session or not.

A separate Attendance Register shall be completed for the training session for future reference.

iii) Minimum tender submission documents

It shall be a condition of tender that Targeted Enterprises include in their tender submissions the following documentation (if applicable, based on the subcontract type e.g. construction, supply or services):

a. Proof of the Tenderer's B-BBEE contributor level.
b. Proof that the Tenderer is an EME or QSE entity.
c. Proof that the Tenderer is registered on National Treasury's CSD.
d. Proof of the Tenderer's locality (address registered with the CIPC).
e. Proof that the Tenderer is registered with the CIDB in the required grading and class (not applicable to suppliers).
f. Proof that the Tenderer is compliant with the COID Act.
g. Proof that the Tenderer is tax compliant.

iv) Tender closure and opening of tenders

Tenders for the subcontract packages shall close at a stipulated time and date. Tenders shall be submitted to the Contractor in the format and at the address prescribed by the Contractor in the subcontract Tender Data.

The tender opening shall be conducted by the Contractor who shall publicly announce and record the names of all bidders and their tender prices.

v) Finalise Targeted Enterprise Database

The purposes of the preliminary Targeted Enterprise Database are described in paragraph (a)(v) of the Tender Preparation phase above of which one is to alert Targeted Enterprises to assess their readiness to participate in the project's subcontractor opportunities.

The period between the Contractor's call for an expression of interest and the date of closure of the relevant subcontract tender allows for prospective Tenderers to become compliant to the database criteria. The preliminary database is thus a "live" database until the date of tender closure.

On the date of tender closure, the Contractor shall request the Employer's Supply Chain Management Department to print out a list from National Treasury's CSD, of entities that adheres to the Targeted Enterprise Database criteria. This list shall become the Final Targeted Enterprise Database for relevant sub-contract tender and shall be disseminated to the PLCr.

c) Tender Evaluation

The Contractor shall evaluate the tenders and it shall be a condition of tender that tenders will only be accepted from Targeted Enterprises that fully comply with the definition of a Targeted Enterprise as described in Section D1002 of the Specifications.

The Contractor shall evaluate the tenders based on (1) Eligibility, (2) Functionality, (3) Price and Preference, and (4) Compliance.

i) Stage 1 – Eligibility

Tenderers shall be checked for their eligibility to tender for the advertised subcontract packages based on the following eligibility criteria:

a. Proof that the Tenderer is registered with the CIDB (if applicable).
b. Proof that the Tenderer is registered on National Treasury's CSD
c. Proof that the Tenderer is registered with the CIPC.
d. Proof that the Tenderer is a level 1 to 4 B-BBEE contributor;
e. Proof that the Tenderer is an EME or a QSE.
f. Proof that the Tenderer falls within one or more of the designated groups as per the Specification Data (if applicable).

Eligible Tenderers shall be further evaluated against the functionality criteria.

ii) Stage 2 – Functionality

No Targeted Enterprise may be prohibited from responding to the invitation to tender, however, preference shall be given to those Targeted Enterprises that adheres to the tender criteria which, amongst others, shall be measured by means of a functionality evaluation.

To ensure Targeted Enterprise participation as it is intended by the Employer and as defined in the Specification Data, Functionality shall be scored based on the type of subcontract package, e.g. construction or the supply of goods or services and at least three (3) or more of the criteria listed below shall be applied.

The points allocated for the listed criteria shall be clearly demonstrated to tenderers as a matrix in the tender document. The functionality matrixes provided in the Employer's proforma document for Targeted Enterprise subcontracting (Appendix 12) shall be applied to evaluate the functionality of Tenderers.

Tenderers must score a minimum of 75% for functionality and Tenderers that do not obtain the threshold shall not be evaluated further.

a. Locality

For lower CIDB grade packages, the points allocated for Locality typically has a higher weighting in the total evaluation points but shall not be more than 65% of the total evaluation points.

Points scored shall be based on the Targeted Enterprise's registered address with the CIPC.

i. If the Targeted Enterprise is more than twelve (12) months old and the company address:
   (a) was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or
   (b) does not correlate with the company address recorded on the CSD,

   the Targeted Enterprise shall provide additional proof of its address in the twelve (12) months preceding the tender advertisement date and that the address is current by submitting the following:
   (i) for urban areas:
      1. signed lease agreement confirming occupation in the preceding twelve (12) months; or
      2. mortgage statement confirming ownership in the preceding twelve (12) months; and
      3. a current utility bill (not older than three (3) months) confirming that occupation is current; or
   (ii) for semi-urban and rural areas
      1. an affidavit from the relevant ward councillor or traditional authority, signed and stamped by a registered commissioner of oaths, which confirms that the business has been operating from the said address in the preceding twelve (12) months.

ii. If Targeted Enterprise is less than twelve (12) months old and the company address:
   a. was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or
   b. does not correlate with the company address recorded on the CSD,

   the oldest registered address on either the CIPC or the CSD will be accepted as the Targeted Enterprise's address for the purpose of scoring locality points.

iii. If the Targeted Enterprise intends to operate from a branch office for the purpose of the anticipated subcontract, the same additional proof that the company has been operating from the branch office in the twelve (12) months prior to the tender advertisement date must be provided as listed in the paragraphs above.

iv. If the above additional proof of address cannot be provided, locality points shall be awarded based on the tenderer's address registered with the CIPC in the twelve months prior to the tender advertisement date.

b. Equipment

For lower CIDB grade packages, the points allocated for Equipment typically has a lower weighting in the total evaluation points.

The combined points allocated for Equipment and Experience shall not be more than 35% of the total evaluation points.

c. Experience

For lower CIDB grade packages, the points allocated for Experience typically has a lower weighting in the total evaluation points.

The combined points allocated for Equipment and Experience shall not be more than 35% of the total evaluation points.

d. CIDB grade and class

The points allocated for CIDB grade and class shall not be more than 35% of the total evaluation points.

CIDB grade and class shall not be used as an evaluation criterion for packages pertaining to the supply of material, goods and/or services.

e. Project Specific Designated Groups; e.g. woman, youth, etc.

In addition to the eligibility criteria for preferential procurement functionality points may also be allocated for the following Designated Groups:

i. Tenderer is 51%+ owned by black people who are youth.
ii. Tenderer is 51%+ owned by black people who are women.
iii. Tenderer is 51%+ owned by black people with disabilities.
iv. Tenderer is 51%+ owned by black people who are military veterans.

The points allocated for Designated Groups shall not be more than 15% of the total evaluation points.

One, two or three of the Designated Groups listed above may be selected to count towards the score for Designated Groups.

If any one of the Designated Groups listed above is already an eligibility criterion, it must not be included as a functionality criterion as well.

The inclusion of any of the Designated Groups listed above shall be based on the Contractor's Resources and Skills Audit.

Youth and veterans may not be selected together.

iii) Stage 3 – Price and Preference

Tenderers that obtained the minimum threshold for functionality shall be further evaluated on their Price and Preference submissions, i.e.:

a. Price = 80 / 90 %
b. Preference = 20 / 10 %

The highest scoring tenderer for each subcontract package shall be checked for compliance.

The Contractor shall state in the tender advertisement and in the tender documents that only one subcontract package shall be awarded to an entity at any one time for this project, meaning that a Targeted Enterprise may be awarded a work package and on conclusion thereof may be awarded a

subsequent work package, but more than one work package may not be awarded simultaneously for this project.

If a tenderer tendered for more than one subcontract package and scored the highest points in more than one package, the Contractor shall award to the tenderer the work package that has the most economic benefit to the Employer.

iv) Stage 4 – Compliance Check

The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria:

a. Proof that the Tenderer is compliant with the COID Act (excl. CIDB 1 and 2 subcontractors).
b. Proof that the Tenderer is tax compliant.

If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant.

If the highest scoring tenderer fails to submit the requested compliance information in the required timeframe, he shall be deemed non-compliant and the evaluator shall check the second highest tenderer for compliance. This process is repeated until a compliant tenderer has been identified.

d) Appoint successful Targeted Enterprises

i) Table the Tender Report to the PLC

The Contractor shall present the Tender Report for each sub-contract package to the Employer and the Engineer and thereafter table it to the PLC prior to award of the sub-contract.

ii) Negotiating tender sum and/or rates with Targeted Enterprises

a. Rates

If the Contractor choose to include work for which he has tendered rates in the subcontract package and the tenderer who scored the highest points tendered higher rates than that of the Contractor, the Contractor may negotiate rates and the final sum with the tenderer.

If the Contractor fails to negotiate a reasonable tender sum or rates with the tenderer, he may:

i. approach the second highest points scoring, compliant tenderer for negotiation. This process may be repeated up to the third highest points scoring compliant tenderer, where after the package shall be retendered. The Contractor shall be limited to negotiate down to 25% above his own rates (this process must be clearly explained prior to negotiation, when the tender report is tabled to the PLC); or
ii. accept the highest points scoring tenderer's higher rates and total sum and remunerate the sub-contractor at the sub-contractor's tendered rates from the Lump Sum which the Contractor has tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors.

b. Provisional Sum

If the Employer has provided a Provisional Sum for the work items in the subcontract package, the Contractor shall report on the feasibility of the highest point scoring compliant tenderer's tender rates and tender sum to the Employer and the Engineer.

i. If the highest points scoring compliant tenderer's rates and tender sum are deemed market related by the Engineer, the

Contractor shall obtain the Employer's approval to utilise the Provisional Sum provided for the work items.

ii. If the highest points scoring compliant tenderer's rates and tender sum are deemed not market related and the Employer does not approve the utilisation of the relevant Provisional Sum, the Contractor may negotiate with the tenderer for market related rates and tender sum.

iii. If the Contractor fails to negotiate market related rates and a tender sum with the tenderer, he may:

(a) approach the next highest point scoring, compliant tenderer for negotiation. This process may be repeated up to the third highest points scoring compliant tenderer, where after the package shall be retendered; or

(b) accept the highest points scoring tenderer's rates and total sum and remunerate the sub-contractor from the Lump Sum which the Contractor has tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors. The Contractor shall not pay rates or tender sums that is more than 15% higher than what are deemed market related by the Engineer.

iii) Low tender sums submitted by Targeted Enterprises

The Contractor shall report to the Employer and the Engineer on the feasibility of tendered rates, sums or provisional sums of tenderers who tendered exceptionally low. Exceptionally low rates, sums or provisional sums are those that are more than ten percent (10%) less than what the Contractor tendered or, in the case of a Provisional Sum, what is deemed market related by the Engineer.

a. If the tendered rates, sums or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to still be feasible, the Contractor may continue to include these tenders in his tender evaluation.

b. If the tendered rates, sums or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to not be feasible, the Contractor may disqualify these tenders from his tender evaluation.

The Employer strongly discourages the appointment of Targeted Enterprises that did not tender feasible rates, sums or provisional sums. If all prices submitted are deemed exceptionally low by the Engineer, the subcontract package shall be retendered.

The consequences of exceptionally low prices must be clearly outlined in the Tender Report and clearly explained to the PLC prior to award or retendering of the subcontract packages.

iv) Payment to the Contractor

a. The Employer shall not remunerate the Contractor, other than what have been provided for in the payment items, for accepting higher tender sums tendered by Targeted Enterprises.

b. If the Contractor accepts tender sums that are higher than what have been provided for in the Contractor's tendered rates or the Employer's provisional and/or prime cost sums, the costs shall be paid by the Contractor from the Lump Sum which he tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors.

v) Entering the Subcontract Agreement

The Contractor's TE Procurement Coordinator shall assist successful Targeted Enterprises to enter into a subcontract agreement with the Contractor as described in this Specifications.

D1008 GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES

The Contractor shall have the responsibilities described in this Section, D1008 of the Specifications, towards all Targeted Enterprises subcontracted in terms of the CPG as stated in the Specification Data.

a) The Employer's Independent Targeted Enterprise Monitor

The Employer shall, through its Transformation Unit, appoint an independent Targeted Enterprise Monitor, who shall audit the Contractor with respect to his obligations to Targeted Enterprises and who shall report his findings to the Employer's Project Manager, the Engineer, and the Regional Transformation Officer (RTO) monthly.

b) Failure to Comply with Responsibilities Towards Targeted Enterprises

If the Contractor, in the opinion of the Employer's Project Manager or the Engineer, fails to comply with its responsibilities towards Targeted Enterprises, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. The Contractor's time to correct shall be stated in the letter and shall be in accordance with the relevant specifications for the aspects of non-compliance.

A copy of the letter of warning shall be forwarded to the Employer's Project Manager and the Targeted Enterprise Monitor shall monitor that corrective action is taken by the Contractor.

Failure by the Contractor to comply with a deadline, will be sufficient grounds for the Employer to apply a penalty or institute a claim in accordance with the relevant Conditions of Contract.

D1008.01 Targeted Enterprise (TE) Construction Manager

The Contractor shall appoint a dedicated TE Construction Manager whose sole responsibility shall be to assist the Contractor with the execution of his responsibilities towards Targeted Enterprises and Target Groups as prescribed in this Section D of the Specifications, with an emphasis on D1008 and D1010.
The TE Construction Manager may be appointed from the Contractor's existing staff or may be employed or sub-contracted for the purpose of this Contract. Irrespective of the contractual relationship between the TE Construction Manager and the Contractor, the TE Construction Manager shall not perform any other duties than that of a dedicated TE Construction Manager on a full-time basis for this Contract.

a) TE Construction Manager's Obligations

Amongst others, the TE Construction Manager shall facilitate the training, mentoring, development and support of Targeted Enterprises as per the Contractor's approved Training and Skills Development Programme (see Section D1010 of the Specifications).

The TE Construction Manager shall submit monthly TE Progress Reports in the Employer's reporting format. The report shall be submitted to the Employer's Project Manager and Regional Transformation Officer, the Engineer and the Contractor, at least one week prior to the monthly site progress meeting.

This report shall include, amongst others:

i) Details of TEs trained, e.g., number, hours, value, modules, credits obtained, etc.
ii) Details of TEs sub-contracted, e.g., number, packages, values, etc.
iii) Details of TEs performance on the work packages, and skills gaps to be addressed, etc.
iv) Details of TEs growth and sustainability, e.g., CIDB grading upgrades, business success, etc.
v) Details of disputes and the associated interventions and/or resolutions.

b. TE Construction Manager's Qualifications and Experience

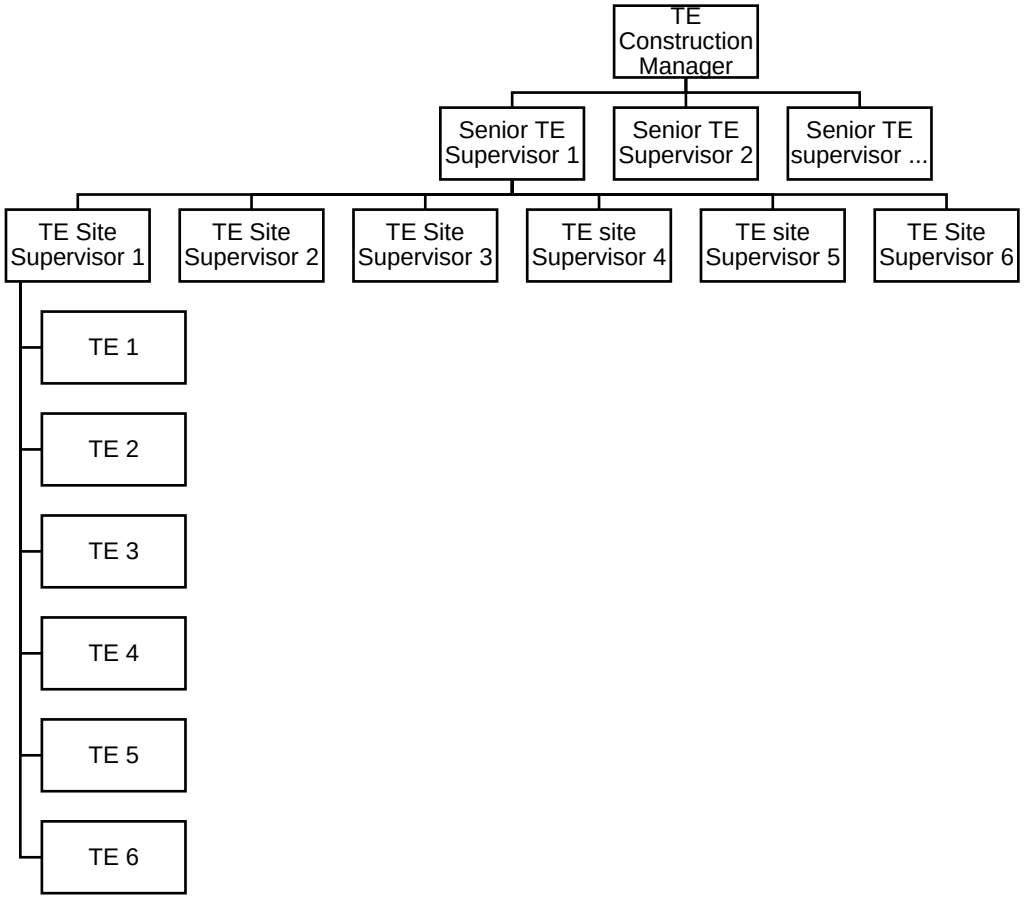
The TE Construction Manager shall have, as a minimum, a National Diploma: Management of Civil Engineering Construction Processes (NQF Level 5) or an equivalent qualification.

He shall have at least 5 years' experience as a Site Agent, managing construction processes in the fields of roads maintenance, new roads construction, roads rehabilitation, roads structures, etc. In addition, he shall have ample knowledge of, and experience in, the requirements of training and mentoring in the road construction environment.

c. TE Construction Manager's Team

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

The qualifications and/or experience of TE Site Supervisors and Senior TE Supervisors shall be relevant and of a suitable level to enable them to supervise the level of Targeted Enterprise and the specific works under construction. Below is an indicative organogram of the TE Construction Manager and his team.



D1008.02 General Obligations

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

a) Assist the Targeted Enterprises in instituting a quality assurance system;
b) Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises and their employees;
c) Provide support and any other identified and approved assistance to ensure that the Targeted Enterprises meet their obligations and commitments with respect to their sub-contracts,
d) Assist Targeted Enterprises to monitor and manage the schedules, costs, and cash flows of their sub-contracts.
e) Endeavour to avoid sub-contract disputes and if disputes do arise, facilitate a process to find an amicable solution.
f)
g) Ensure that the CPG objectives are achieved.

D1008.03 Sub-contract Agreements

The Contractor shall conclude subcontract agreements with each subcontracted Targeted Enterprise and shall utilise the be the Employer's proforma document for Targeted Enterprise sub-contracting (see Appendix 12), which is based on the 2011 FIDIC Conditions of Sub-contract for Construction and shall be in accordance with the provisions of amended sub-clause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of this Contract.

a) Special Conditions of Contract

The following Special Conditions of Contract forms part of the subcontract agreement:

i) The Targeted Enterprise's entitlement to receive the training contemplated in this Contract (Part C1, C1.2.1, Part B, clause 6.8);

ii) The Targeted Enterprise's obligation to participate and co-operate in the training provided for in this Contract (Part C1, C1.2.1, Part B, clause 6.5);
iii) The allowable sources from which Labour may be drawn in terms of the Contract (Part C1, C1.2.1, Part B, clause 6.8);
iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged on the Contract (Part C1, C1.2.1, Part B, clause 6.5);
v) The training to be provided to the Targeted Enterprise's workforce (Part C1, C1.2.1, Part B, clause 6.8);
vi) The terms and conditions related to payment of the Targeted Enterprise (Part C1, C1.2.1, Part B, clauses 14.6 to 14.8 and 15.3);
vii) Sanctions in the event of failure by the Targeted Enterprise to comply with the terms and conditions of the subcontract agreement (Part C1, C1.2.1, Part B, clauses 14.6 and 20.4 to 20.7);
viii) Dispute avoidance and resolution procedures (Part C1, C1.2.1, Part B, clauses 20.4 to 20.7).

Further Special Conditions of Contract required by the Contractor shall only be included into the subcontract agreement once approved by the Employer and the Engineer.

b) Monitoring of Sub-contract Agreements

The proforma subcontract agreement for each group of work packages shall be tabled to the Employer's Independent Targeted Enterprise Monitor for his review and confirmation that sub-contract agreements are in terms of the Employer's requirementsand policies.

In addition, the PLC may request proof that subcontract agreements were entered into with the subcontracted Targeted Enterprises. The PLC may also request insight into the Conditions of Subcontract and Subcontract Data.

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

A copy of each subcontract agreement shall be filed with the Engineer after confirming that it is in accordance with the provisions of this Contract.

D1008.04 Payment of Targeted Enterprises

Targeted Enterprises shall be paid the rates and/or provisional sums which they have tendered, or which have been negotiated as described in this Section D of the Specifications.

a) Payment of Provisional and General Obligations

Provision shall be made in the subcontract agreement for the Targeted Enterprise's preliminary and general obligations (P&Gs), which shall be calculated as a minimum of 15% of the value of the scheduled subcontract work items.

Where the Contractor's subcontract work is not paid from a Provisional Sum, the P&Gs of the Targeted Enterprise shall be paid from the Lump Sum tendered by the Contractor for the P&Gs of Targeted Enterprises.

P&Gs shall be paid to Targeted Enterprises as per Section C1.3.1 of the COTO specification payment items, i.e.:
i) C1.3.1.1 paid in 3 instalments of 50%, 35% and 15%;
ii) C1.3.1.2 paid as a percentage of the total value progressively per certificate;
iii) C1.3.1.3 paid monthly for the sub-contractor's contract duration.

b) Monitoring of Payment of Targeted Enterprises

The Employer's independent Targeted Enterprise Monitor shall audit the Contractor's Payment of Targeted Enterprises to ensure timeous and correct payment in terms of the Employer's requirements and Policies and shall report his findings to the Employer's Project Manager on a regular basis.

D1008.05 Quality of Work and Performance of Targeted Enterprises

a) Ensuring Quality of Work and Performance

The purpose of the Employer's CPG is to, amongst others, enhance the utilisation and development of Targeted Enterprises. Thus, while the Contractor remains responsible for the quality of work and performance of Targeted Enterprises, he may not neglect the developmental requirements in the sub-contracting of Targeted Enterprises.

It is thus emphasised that the Contractor's TE Construction Manager shall closely monitor and supervise all Targeted Enterprises and shall train, coach, guide, mentor and assist each Targeted Enterprise in all aspects of management, execution and completion of its subcontract. This shall typically include assistance with planning of the Works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, coaching, guidance, mentoring, and assistance to be provided by the Contractor shall be commensurate with the level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of its subcontract.

b) Failure by the Targeted Enterprise to Comply

If the Targeted Enterprise, in the opinion of the Engineer, fails to comply with any of the criteria listed below, the Engineer shall issue a written warning to the Contractor stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer's Project Manager and the Employer's independent Targeted Enterprise Monitor. The criteria are as follows:

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

c) Assist the Targeted Enterprise to Make Good

The Contractor shall in terms of the sub-contract agreement (Part C, clause 3.1.12) give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract agreement has occurred or appears likely to occur.

The Contractor shall, together with the Targeted Enterprise, identify the causes that led to failure to comply and jointly develop a plan to rectify, which plan shall be submitted to the Employer's Project Manager and the Engineer for information purposes.

Based on the plan to rectify, the Contractor shall give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

d) Monitoring Execution of the Plan to Make Good

The Employer's independent Targeted Enterprise Monitor shall review plans to rectify and monitor the execution thereof to ensure that Targeted Enterprises are given a fair opportunity to rectify within a developmental environment. He shall report his findings to the Employer's Project Manager monthly.

D1008.06 Dispute Avoidance and Resolution Procedures

When any disputes arise, the Contractor shall within seven (7) calendar days inform the Employer's Project Manager, the Employer's Targeted Enterprise Monitor, and the Engineer, in writing, of the details of the dispute.

a) Facilitate Dispute Avoidance

Prior to taking any action, the Contractor shall commence with a facilitation process by arranging a formal meeting with the Targeted Enterprise with the aim to find an amicable solution to the dispute. The meeting shall be attended by the Employer's Project Manager, the Employer's Targeted Enterprise Monitor, and the Engineer to ensure a fair and transparent process in reaching a settlement.

If the parties are unable to find an amicable solution, the Contractor shall explain fully to the Targeted Enterprise the provisions in the sub-contract agreement to address disputes. If action is necessary, it shall be discussed with the Employer's Project Manager and the Engineer prior to any action being taken.

b) Support to Targeted Enterprise during Dispute Resolution Process

While the Employer's Project Manager and the Engineer will observe the dispute resolution process to ensure fairness and transparency, the Targeted Enterprise may request consultation and assistance from the Targeted Enterprise Monitor. The Targeted Enterprise Monitor will assist the Targeted Enterprise with the interpretation of the Conditions of Sub-contract and will guide the Targeted Enterprise during the dispute resolution process.

c) Issuing a Letter of Warning to Targeted Enterprise

The Contractor shall issue a letter of warning to the Targeted Enterprise, whom shall have 21 calendar days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, except for issues pertaining to Site Safety and Accommodation of Traffic, for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works, but which shall not be longer than 24 hours.

d) Failure by the Targeted Enterprise to Comply

Failure by the Targeted Enterprise to comply with a deadline, will be sufficient grounds for the Contractor to apply a penalty or terminate the subcontract agreement provided that the Employer and the Engineer are satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.

The Targeted Enterprise may dispute any ruling given or deemed to be given by the Contractor or the Engineer, within 21 calendar days after receipt thereof by submitting a written Dispute Notice to the Contractor, in terms of the relevant Conditions of Sub-contract.

On request by the Targeted Enterprise, the Targeted Enterprise Monitor will assist the Targeted Enterprise with the interpretation of the Conditions of Sub-contract and will guide the Targeted Enterprise during the dispute resolution process.
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D1009 WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES

To assist the Contractor in achieving his CPG, the following work items have been identified as being suitable for execution by Targeted Enterprises:

a) Erection and maintenance of the Contractor's camp site
b) Removal of edge build up.
c) Provision of traffic control facilities.
d) Clearing and shaping of existing unlined drains.
e) Demolition of existing concrete lined drains.
f) Concrete channelling and concrete linings for open drains.
g) Construction of concrete kerbs and channels.
h) Flushing of existing subsoil drains.
i) Construction of subsoil drains.
j) Excavation of existing surfacing / pavement.
k) Patching and repairing edge breaks.
l) Reinstatement of gravel shoulders.
m) Texture slurry.
n) Finishing the road and road reserve.
o) Site Security Services.
p) Haulage of materials
q) Supply of plant.
r) Supply of fuel.
s) *Specialised subcontract work (requiring specific equipment, resources, expertise and proven experience) such as:
    i) Fog spray prior to application of texture slurry.
    ii) Milling of existing surfacing.
    iii) Laying of asphalt using asphalt pavers.
    iv) Base layer reinstatement.
    v) Slurry batch plant erection and operations.
    vi) Road markings.
    vii) Management of traffic control facilities and traffic safety as part of the accommodation of traffic.

    *Consideration will be given for the above items to be undertaken by contractors of CIDB grades 6CE and up, in consultation with the PLC.

From the above work items, the following have been identified as suitable for execution by CIDB CE1 and CE2 Targeted Enterprises:

a) Erection and maintenance of the Contractor's camp site.
b) Removal of edge build up.
c) Clearing and shaping of existing unlined drains.
d) Demolition of existing concrete lined drains.
e) Concrete channelling and concrete linings for open drains.
f) Any other work identified by the Employer to be executed in the Target Area.

The work to be carried out by Targeted Enterprises is not limited to the work listed above and the Contractor may need to engage Targeted Enterprises on other aspects of the Works to achieve the CPG.

A Provisional Sum for the work by CIDB 1 and 2 Targeted Enterprise sub-contractors is allowed under pay item D10.05.

D1010 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE

The Contractor shall with the input and support of the PLC develop a Training and Skills Development Programme which shall be managed by the Contractor's TE Construction Manager.

D1010.01 Purpose of the Training and Skills Development Programme(s)

Skills development forms an integral part of the Employer's Transformation and Community Development Policies and hence, it is important to the Employer that Targeted Labour and Targeted Enterprises be equipped with skills that can be used to gain meaningful future employment and secure subcontracting opportunities.

It is, therefore, a requirement of this Contract that the Contractor provide adequate training, coaching, guidance, mentoring and assistance to the Targeted Labour and Targeted Enterprises to ensure skills development within the Construction Industry.

D1010.02 Skills Audit and Analysis

To develop the Training and Skills Development Programme(s), the Contractor shall conduct a skills audit and analysis of Labour on the Targeted Labour database and the Targeted Labour of sub-contracted Targeted Enterprises to determine their levels of education, existing qualifications, and skills sets. The outcome of the skills audit and analysis shall be used to develop a Training and Skills Development Programme(s) that will benefit both the employee and the Construction Industry at large.

Included in the skills audit and analysis shall be a separate section, analysing the education, qualifications and skills sets of the Targeted Enterprise's owners and their supervisors sub-contracted by the Contractor to develop a Training and Skills Development Programme that will develop and improve the ability of small business owners and their supervisory staff to better manage their enterprises.

D1010.03 Developing the Training and Skills Development Programme

The Employer shall be involved in the decision making and quality control pertaining to the development and implementation of the Training and Skills Development Programme facilitated through this Contract.

The Employer has no service agreement or memorandum of understanding with any education and training quality assurance body and, therefore, does not function as the "Employer" as defined under any three-party-agreement between the Trainee, the Training Provider and the Employer.

However, the Employer requires similar outcomes to that of formal learnership programmes and the Contractor shall structure a Training and Skills Development Programme in a manner that permits continued access to further learning and qualifications within a defined programme.

The complete Training and Skills Development Programme shall be developed during the Mobilisation Period, accepted by the Engineer after consultation with the Employer and tabled to the PLC for their information before any training commence.

D1010.04 The Training Service Provider

While the Contractor's TE Construction Manager will manage the Training, Development and Support Programme and mentor Targeted Enterprise subcontractors from a practical point of view, the Contractor shall subcontract a Training Service Provider to implement the theoretical training components of the Programme by applying the Employer's Supply Chain Management Policy for second tier procurement.

a) Accreditation of the Training Service Provider

The Training Service Provider entity shall be accredited, and have in its employ Practitioners, Assessors and Moderators who are registered, with the Construction Education Training Authority (CETA). Proof of accreditation and registration shall be current, valid and list the NQF levels and Unit Standards for which the entity and its staff are accredited.

b) Qualifications and Experience of the Training Service Provider

The training and competency levels required of the Training Service Provider and his staff are outlined in the table below:

TABLE D1010/1: QUALIFICATIONS FOR TRAINING STAFF

Designation	Title and Unit Standard No.	NQF Level	Credit
Practitioner	Train the trainer; No 7384	4	16
Assessor	Conduct outcome base assessment; No 115753	5	15
Moderator	Conduct moderation of outcome-based assessment; No 115759	6	10

In addition to the above qualifications, and in keeping with current CETA practical experience requirements for registration as a Practitioner, NQF Level 4 Unit Standards shall only be presented by Practitioners with NQF Level 5 (one level up) credentials.

The Employer further requires that Assessors and Moderators shall have at least 5 years' experience as a Site Agent, managing construction processes in the fields of roads maintenance, new roads construction, roads rehabilitation and structures.

Elective Unit Standards are typically more vocational orientated and may require specialist input. It is thus not a requirement that individual Practitioners and Assessors shall have all the necessary skills for all the different categories of Unit Standards. The Training Service Provider may and shall therefore, when necessary, appoint Practitioners and Assessors on an ad hoc basis with the levels of experience which are required for the Unit Standards to be presented.

D1010.05 Training and Skills Development Programme: General Requirements

The Training and Skills Development Programme shall consist of Learnerships that include multiple, but related Unit Standards which are (1) relevant to the Works to be constructed, (2) aimed at achieving the skills development objectives of the Programme, and (3) lead towards a formal qualification in the Construction Industry.

Learnerships shall include both the theoretical and practical components of each Unit Standard and shall be in accordance with the various laws and regulations contained in the South African Qualification Authority (SAQA) statutes.

a) Training Programme: Requirements and Considerations

The Skills Audit and Analysis shall inform the Contractor of every employee's Recognised Prior Learning (RPL) skills and competencies, which shall be taken into consideration in the development of the Training and Skills Development Programme so that the RPL skills and competencies, together with the Training Programme Unit Standards offerings, will lead to a full Learnership outcome and hence a formal qualification.

It is recognised that the Training and Skills Development Programme may consist of several Unit Standards but totalling insufficient credits for a full Learnership qualification. Nevertheless, the competencies and credits achieved in the Programme shall contribute to a full Learnership by a later acquisition of the outstanding Unit Standards required for the full Learnership.

The Training and Skills Development Programme shall be structured in a manner to prioritise those Unit Standards that will equip Trainees with the minimum skills and competencies required to become economically involved in the execution of the Works as soon as possible.

The Training Service Provider shall apply the SAQA Learnership criteria of which the basic elements are listed below to demonstrate the Employer's requirements:

i) Minimum credits for qualification;
ii) Fundamental Unit Standards and credit values;
iii) Core Unit Standards and credit values;
iv) Elective Units Standards and credit values;
v) Assumption that NQF Level 3 literacy, numeracy, and computer competencies exist;
vi) RPL processes;
vii) Exit level outcomes.

The above criteria are not exhaustive, and the Training Service Provider shall apply the systems and processes required by the relevant SAQA and other related legislation pertinent to training. The Training Service Provider shall regularly consult the SAQA website (www.saqa.org.za) to ensure that the most current Unit Standards are presented. In the event of any conflict, the legislated requirements shall apply.

While structuring the Learnership offerings, the Training Service Provider shall distinguish between the levels of learning required. The bulk of the training shall focus on NQF Levels 4 and 3. NQF Level 5 training is not anticipated but may be suitable for qualifying staff of established small contractors. The qualification titles for the respective NQF Levels are:

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

It may be necessary to include additional Core Unit Standards, e.g. "Tendering" or "Entrepreneurship" as an additional Unit Standard for NQF Level 4, to achieve the Contract's development objectives. The identification of any additional Unit Standards shall be discussed with the Engineer and shall not be implemented without prior approval.

Before qualifying, Trainees will be expected to demonstrate competence in a practical situation that integrates the assessment of all specific outcomes, for all Unit Standards in the Learnership Programme.

All training shall take place within normal working hours, or as agreed with the trainees.

b) Selection of Trainees

To complete a Learnership successfully requires minimum literacy and numeracy competencies as defined by SAQA. The Training Service Provider shall utilise the skills audit and analysis and conduct additional skills analysis to benchmark the literacy and numeracy levels of Targeted Labour and Targeted Enterprises and their employees. This information shall guide the Training Service Provider in formulating the Trainee selection methodology(ies) and process(es). The Training Service Provider shall make provision for:

i) baseline assessments, e.g. conducting RPL enquiries and tests; and
ii) a skills gap programme consisting of Fundamental Unit Standards, to facilitate the selection process.

Trainees identified as having already acquired some tertiary training, particularly in the field of Civil Engineering, may be suitable for a specialised Trainee programme or a higher NQF Level programme. The Training and Skills Development Programme shall, therefore, make provision for Trainees with a variety of competency levels and shall make provision for different levels of training.

It should be noted that where this Section D of the Specifications refers to the selection and training of Trainees, any person, employed by any national, provincial

or local authority, being it full time or part time, is expressly excluded from being considered for this training.

c) Learning Material

Learning material is required for each Unit Standard. This learning material is the equivalent of prescribed textbooks for other qualifications. Each Trainee shall receive a copy of the learning material to learn the contents and to use it as a reference source after obtaining the qualification.

The SAQA Unit Standard curriculums define the contents of the learning material. The learning material shall not only comply with the SAQA and CETA guidelines but shall be technically and practically aligned to road construction and/or road maintenance. Any input from a subject matter expert required to ensure the appropriateness of learning material contents shall be included in the Training Service Provider's costs.

The requirements to be addressed in learning material as outlined by the SAQA Unit Standard curriculums are, amongst others, the following:

i) purpose of the Unit Standard;
ii) specific outcomes (typically 4 per Unit Standard);
iii) assessment criteria (typically 4 per specific outcome);
iv) range as is defined for each specific outcome;
v) critical cross-field outcomes for the Unit Standard;
vi) Unit Standard essential embedded knowledge.

d) Student Experiential Training or Learnerships or Internships

The Employer may deploy students to the construction site to obtain experiential training. The Contractor shall provide experiential training to these students in accordance with the relevant academic institution's requirements, which is typically a university, a university of technology, or a TVET.

The Contractor shall also provide students with all the tools (including appropriate information technology hardware and software) and site office space necessary to carry out engineering work as if they were the Contractor's own permanent staff.

Reporting on training progress of each student shall be compiled according to the formats and intervals set by the relevant academic institution.

(e) Keeping of Records

The Training Service Provider shall keep comprehensive records of the training provided to each Trainee and shall ensure that Trainees' successful completion of successive Unit Standards are entered onto the national SAQA database. After the successful completion of generic skills courses, each Trainee shall be issued with a certificate indicating the course contents as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Engineer.

(f) Skills Development Requirements

i) <u>Contract Skills Development Goals (CSDG)</u>

This section establishes a minimum CSDG which is to be achieved in the performance of a Contract *(as per the CIDB Standard for Developing Skills through Infrastructure Contracts August 2013)* in relation to the provision of different types of workplace opportunities linked to work associated with a Contract which culminates in or leads to:

a. a part- or full occupational qualification registered on the National Qualification Framework;
b. a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);

c. a national diploma registered on the National Qualification Framework; and
d. registration in a professional category by one of the professional bodies listed in Table 1 of the Standard.

The Contractor shall achieve or exceed the CSDG in the performance of the Contract. The Contractor may, if need be, devolve their obligations onto Subcontractors.

The CSDG shall not be less than the contract amount multiplied by 0.25 percent (%) for Civil Engineering work (CE). For this reason, the Contractor shall insert the CSDG amount in form C2.3 Summary of Pricing Schedule.

ii) Achieving Contract Skills Development Goal (CSDG)

The Contractor shall achieve the CSDG by providing employment opportunities to Trainees requiring structured workplace learning using one or a combination of any of the following methods in relation to work directly related to the Contract:

Method 1: Structured workplace learning opportunities for Trainees (LoL) towards the attainment of a part or a full occupational qualification.

This training method shall apply to Targeted Enterprises and Targeted Labour.

Method 2: Structured workplace learning opportunities for apprentices or other artisan Trainees (LoA) towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan Trainees being holders of public FET college qualifications.

This training method shall apply to Targeted Enterprises and Targeted Labour.

Method 3: Work integrated learning opportunities for University of Technology or Comprehensive University students (LoUS) completing their national diplomas.

This training method shall apply to P1 and P2 Trainees, or Trainees with a 240 credits qualification. Both the permanently employed and temporary employed Trainees shall be considered under this training method.

Method 4: Structured workplace learning opportunities for candidates (LoC) toward registration in a professional category by a statutory council listed in Table 1 of the Standards.

This training method shall apply to Candidates with 480 credits qualification. Both the permanently employed and temporary employed Trainees shall be considered under this training method.

No single method shall contribute more than 75 percent of the CSDG. Permanently employed Trainees may not account for more than 33 percent (%) of the CSDG, and not more than one method may be applied to any individual concurrently in the calculation of the CSDG.

iii) CSDG Credits

The CSDG shall be calculated by multiplying the number of people employed by the Contractor and placed for continuous training opportunities in a three-

month period by the notional values contained in Table 3 of the Standard, or as revised in a Gazette notice.

The Contractor may source beneficiaries of the CSDG from a Skills Development Agency (SDA) recognised by the CIDB.

All beneficiaries shall be registered with a construction Skills Development Agency (SDA) recognised by the CIDB.

iv) Denial of Credits

Credits towards the CSDG shall be denied should the Contractor not fulfil all the requirements listed in clause 3.4 (a) to (f) of the Standards.

v) Compliance with Requirements

The Contractor shall comply with the requirement as set out in clause 4 of the Standards.

vi) Records

The Contractor shall submit all the documentation required in terms of clause 4 of the Standards, in a timely manner and according to a prescribed format where applicable.

The Engineer shall certify the value of the credits counted towards the CSDG, if any, whenever a claim for payment is issued to the Employer and shall notify the Contractor of this amount.

The Contractor shall, upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the Engineer for record-keeping purposes.

vii) Sanctions

Failure to achieve the CSDG shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract. Penalties shall be as follows:

a. Penalty = 0.5 x {[LoAs + LoLs + LoUSs + LoCs]}

Where:

LoLs = Monetary Value of the shortfall for structured workplace learning opportunities for Trainees towards the attainment of a part or a full occupational qualification;

LoAs = Monetary Value of the shortfall for structured workplace learning opportunities for apprentices or other artisan Trainees towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan Trainees being holders of public FET college qualifications;

LoUSs = Monetary Value of the shortfall for work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas (LoUS);

LoCs = Monetary Value of the shortfall for structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 of the Standards (LoC), and

b. Delay the issuing of the Performance Certificate until all the required records described in clause 5 of the Standards are received.

(g) Generic Skills Training

Generic skills shall be taught where the need has been identified and approved by the Employer and the Engineer.

The Contractor shall make representation to the Employer and the Engineer, who shall approve candidates that should attend such courses as they deem appropriate. Those selected shall receive formal generic skills training in a programmed and progressive manner. The PLC may also identify a need for generic skills training.

Typical training programmes could comprise some or all of the following modules:
i) Basic hygiene and HIV/AIDS awareness;
ii) Road safety;
iii) Basic management of the environment;
iv) Tourism awareness and opportunities;
v) Managing personal finance;
vi) Adult Basic Education and Training (ABET);
vii) Community based training programmes (e.g. knitting, computer skills, plant/machine operator, etc.).

All generic skills training shall be accredited by the relevant Sector Education and Training Authority (SETA) and shall be provided with accredited entities and/or individuals.

(h) Community Training

Community training shall be taught where the need has been identified.Affected Communities may submit their training needs to the PLC for the Contractor's consideration and inclusion into the Training and Skills Development Programme.

While considering the training needs of affected Communities, the Engineer shall inform the PLC of the Contract's training limitations, as well as of the training that could be undertaken through the Contract. Trainees from the Community shall be identified through the Community structures, and with the input and support of the PLC. Trainees selected from the Community shall receive formal skills training in a programmed and progressive manner in compliance with subclause D1010.04. Priority shall be given to training that will equip Community members with skills that will enhance their employability.

All community skills training shall be accredited by the relevant Sector Education and Training Authority (SETA) and shall be provided with accredited entities and/or individuals.

(i) Training Facilities

The Contractor shall be responsible for providing everything necessary to offer the various training workshops and modules including:
i) a suitable venue with sufficient furniture, lighting and power,
ii) all necessary stationery consumables and study material,
iii) transport for attendees.

D1011 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the Contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former should generally be kept to the practical minimum.

Before commencing with any labour enhanced operations the Contractor shall discuss his intentions with the Engineer and shall submit to the Engineer on a monthly basis, daily labour returns indicating the numbers of temporary personnel employed on the Works and the activities on which they were engaged.

It should be noted that activities that are conventionally done by labour methods, e.g. gabions, shall not qualify under this Section D of the Specifications.

D1012 COMMUNITY DEVELOPMENT

D1012.01 Corporate Social Investment (CSI)

The Contractor shall demonstrate its willingness to actively participate in the social development initiatives for local Communities affected by the Contract. To this end, the Contractor shall provide details of CSI initiatives it will actively pursue under Form D9: Corporate Social Investment.

D1012.02 Community Development Component

Community Development (CD) components to the Contract are primarily training and skills development programmes to benefit an identified Community and Trainee Targeted Enterprises selected from this Community.

The owners and supervisors of Trainee Targeted Enterprises receive SAQA accredited training towards an accredited qualification which consists of theoretical and practical components.

The theoretical training is conducted by the Contractor's Training Service Provider while the practical training, which is the construction of the CD Works, is undertaken by the Trainee Targeted Enterprises under the mentorship and supervision of the Contractor's dedicated TE Construction Manager.

a) CD Project(s)' Service Provider(s)

CD Projects identified for implementation in association with this Contract will be let for tender by the Employer as **separate Contracts**.

The name(s) and contact details of the Service Provider(s) appointed for the implementation of the CD Project(s) will be provided to the Contractor on award of the Contract or as soon as the Service Provider(s) has/have been appointed.

The Contractor shall collaborate and cooperate with the CD Project(s)' Service Provider(s) and take cognisance of the CD Project(s)' programme in compiling the programme of the Works Contract.

b) CD Project(s) Associated with this Contract

The Employer may identify a CD Project associated with this Contract and will inform the Contractor of the CD project number and description as soon as it has been registered, together with all other relevant detail.

D1013 MEASUREMENT AND PAYMENT

Item		Unit
D10.01	**Target Group Participation**	
(a)	Contract Participation Performance bonus	Prime Cost (PC) Sum

The prime cost sum for item D10.01(a) shall cover any CPP bonus due as specified in clause D1003.05. The prime cost sum shall be expended in accordance with clause 13.5 of the FIDIC Conditions of Contract.

Note:
No separate payment shall be made for any costs incurred by the Contractor, whether direct or indirect, for his efforts in accomplishing the specified requirements, and which are not recoverable from the pay-items allowed. Such costs shall be deemed to have been included in the rate offered under pay sub-item C1.3.1.3 Contractor's Establishment on Site and General Obligations: Time Related Obligations.

Item		Unit
D10.02	**Stakeholder and Community Liaison and Social Facilitation**	
(a)	Cost of liaison, social facilitation and PLC support	Prime Cost (PC) Sum
(b)	Handling cost and profit in respect of sub-item D10.02(a)	Percentage (%)

The prime cost sum for item D10.02(a) shall cover the direct costs incurred by attending members of the PLC. The rate of compensation shall be fair and agreed by the Engineer in accordance with clause 13.5 of the FIDIC Conditions of Contract. The tendered percentage for sub-item D10.02(b) shall include full compensation for all handling costs and profit of the Contractor associated with sub-item D10.02(a).

The liaison with, and assistance provided by the Contractor to the PLC to perform its duties shall not be paid from the prime cost sum. The Contractor's costs to liaise with the PLC and render such assistance shall be deemed to have been included in its rate offered for pay sub-item C1.3.1.3 Contractor's Establishment on Site and General Obligations: Time Related Obligations.

Item		Unit
D10.03	**Tender Process for Targeted Enterprises**	
(a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:	
	(i) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading	Number (No)
	(ii) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 and 4 contractor grading	Number (No)
	(iii) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 5 and higher contractor grading	Number (No)
	(iv) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise suppliers	Number (No)
(b)	Targeted Enterprise Procurement Coordinator	Month

The unit of measurement for sub-item D10.03(a) shall be the number of individual subcontract agreements concluded with Targeted Enterprise sub-contractors and suppliers in accordance with the procurement process described in this Section D of the Specifications.

The tendered monthly rate for sub-item D10.03(b) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of sub-item D10.03(a) and the full contents of this Section D of the Specifications.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading

designation scheduled, including for the appointment of a TE Procurement Coordinator (if required), the pre-tender training of eligible Targeted Enterprises, the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the Employer, Engineer and the PLC, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer, and any other relevant requirement described in this Section D of the Specifications.

Item		**Unit**
D10.04	**Responsibilities of the Contractor towards Targeted Enterprises**	
(a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month
(b)	Targeted Enterprise Construction Manager	Person Month
(c)	Targeted Enterprise Site Supervisors	Person Month

The tendered monthly rate for sub-item D10.04(a) shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management, support, coaching, guidance, mentoring and supervision of the Targeted Enterprise subcontractors.

The tendered monthly rate for sub-items D10.04(b) and (c) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of sub-item D10.04(a) and the full contents of this Section D of the Specifications.

Item		**Unit**
D10.05	**Construction Works by Targeted Enterprises**	
(a)	Payments associated with the construction works executed by Targeted Enterprise sub-contractors of CIDB 1 and 2 contractor grading designation appointed in terms of Section D of the Specifications	Provisional (Prov) Sum
(b)	Handling costs and profit in respect of payment associated with sub-item D10.05(a)	Percentage (%)
(c)	Fluctuation between the main contractor's rates and that of the Targeted Enterprise sub-contractors	Lump Sum (LS)
(d)	Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D of the Specifications	Lump Sum (LS)

Expenditure under sub-items D10.05(a) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The Provisional Sum for sub-item D10.05(a) is provided to cover the cost of the construction works , including preliminary and general obligations carried out by the Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading designation as certified by the Engineer, in separate payments for each Targeted Enterprise in accordance with Section D of the Specifications. Expenditure under sub-item D10.05(a) shall be limited to the Provisional Sum amount stated in the Pricing Schedule. Construction works by Targeted Enterprise sub-contractors of CIDB 1 and 2 contractor grading designation

exceeding the Provisional Sum amount shall be measured for payment from the applicable work items in the Contractor's pricing schedule.

The tendered percentage for sub-item D10.05(b) is the percentage of the amount spent under sub-item D10.05(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise sub-contractors, which are not provided for in other pay items.

The Lump Sum tendered under item D10.05(c) is for fluctuation of the Targeted Enterprise sub-contractor rates more than the contractor's tendered rates, for work not paid under items D10.05(a). Payment of the Lump Sum shall be on a prorata basis to provide compensation for the fluctuation between the tendered rates of the Main Contractor and that of the Targeted Enterprise sub-contractors until the Lump Sum is depleted. Any costs incurred due to fluctuation in tendered rates more than that tendered for under item D10.05(c) will be for the Contractor's account. Item D10.05(c) is applicable where the Target Enterprise sub-contractor's tender amount is higher than the Main Contractor's tender amount. The Lump Sum will cover the fluctuation for all the tendered rates of the sub-contractors.

The Lump Sum tendered under item D10.05(d) is for the Preliminary and General Obligations of Targeted Enterprise sub-contractors (excluding CIDB 1 and 2 contractor grading designation paid from the Provisional Sum). Payment of the Lump Sum shall be on a prorata basis to provide compensation for the P&Gs of Targeted Enterprise sub-contractors until the Lump Sum is depleted. Any costs incurred for the P&Gs of Targeted Enterprise sub-contractors more than that tendered for under item D10.05(d) will be for the Contractor's account.

Item		**Unit**
D10.06	**Training, coaching, guidance, mentoring and assistance**	
(a)	Training Costs	
	(i) Accredited NQF training	Provisional (Prov) Sum
	(ii) Accredited generic skills training	Provisional (Prov) Sum
	(iii) Community skills training	Provisional (Prov) Sum
	(iv) Handling cost and profit in respect of sub-items D10.06(a)(i), (ii) and (iii)	Percentage (%)
(b)	Student experiential training	
	(i) Student stipends	Prime Cost (PC) Sum
	(ii) Provision of experiential training	Person Month
(c)	Other costs during training	Provisional (Prov) Sum
(d)	Training venue	Lump Sum (LS)

The Provisional Sums under sub-items D10.06(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The Provisional Sums shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), learning material and any other requirement as described in Section D1010 of the Specifications.

The rate tendered under sub-item D10.06(a)(iv) shall be deemed to cover all costs required to organise accredited trainers to provide training and shall include the Contractor's handling cost, profit, record keeping, reporting and all other costs associated with sub-items D10.06(a)(i), (ii), and (iii).

The prime cost sum under sub-item D10.06(b)(i) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The prime cost sum shall cover the monthly stipend as prescribed by the Employer to be paid to students receiving experiential training.

The unit of measurement for sub-item D10.06(b)(ii) shall be the person-month, with pro-rata payments made for partial months for training provided based on 23 workdays per month.

The rate tendered under sub-item D10.06(b)(ii) shall include full compensation for the Contractor to provide training to the students provided by the Employer inclusive of all costs to communicate with the Employer and any other body or organisation in respect of work assigned to the students. The rate tendered shall include telephone calls and charges, stationery and information technology hardware, software, connection or licence costs and lost production, profits and all other incidentals as well as all administrative and overhead costs.

The Provisional Sum under pay item D10.06(c) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The Provisional Sum shall cover the Contractor's costs for payment of wages of employed trainees attending training courses during working hours, for the provision of meals to trainees, for provision of transport and for all other incidentals required for the trainees and approved by the Engineer. No mark-up is payable to the Contractor under this item.

The unit of measurement for pay item D10.06(d), shall be the Lump Sum. The sum tendered shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and all other costs necessary to maintain the venue for the duration of the contract. Payment of the Lump Sum shall be made in two instalments as follows:

a) The first instalment, 75% of the Lump Sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.
b) The second and final instalment, 25% of the Lump Sum, shall be paid after the provision of all the accredited training as specified in the document.

No payment, nor pro-rata payment, shall be made for trainees that, once selected, do not attend or only partially complete structured training courses. The Contractor's own staff may attend the courses provided. However, such attendants from the Contractor's staff shall not be considered for measurement and payment purposes unless they also qualify as Targeted Labour.

SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

Note to tenderer:
Wherever reference is made in this section of the Scope of Works to contractor this is the equivalent of the *principal contractor* in the Occupational Health and Safety Act and Regulations. Similarly, reference to subcontractors is equivalent to *other contractors*.

SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

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E1001 SCOPE

The Occupational Health and Safety Act, Act 85 of 1993 (OHS Act) and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain aspects the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.

SANRAL in no way assumes The Principal Contractors legal liabilities and responsibilities. The Principal Contractor is and remains accountable for the quality and execution of his health and safety program for his employees. This Health and Safety Specification reflects minimum legal and SANRAL requirements and should not be construed as all encompassing.

It is realized that The Principal Contractor have its own Health and Safety Management system and safe work practices. The intention of this Health and Safety Specification is not to change The Principal Contractors Health and Safety management system, but for The Principal Contractor to use its current Health and Safety management system to draw up a project specific Health and Safety plan according to these specifications as well as to legally comply with the any applicable Regulations under the OHS Act and incorporated Standards.

It is the responsibility of the Principal Contractor and other Contractors to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.

This specification is not exhaustive of all duties imposed by the OHS Act and its Regulations, governing the duties and obligations, of a Designer, Principal Contractor and Contractor performing duties in terms of an agreement with the client (SANRAL). These duties are fully described in the OHS Act and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

This specification is compiled to ensure that the Principal Contractor and any other Contractors working for SANRAL directly or through a Principal Contractor, are aware of the Occupational Health and Safety requirements when working on a SANRAL contract, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

Words used herein in the singular shall be deemed to include the plural and male shall include female and vice versa unless the context otherwise requires.

E1002 DEFINITIONS AND ABBREVIATIONS

Assessment – An opinion or a judgment about someone or something that has been thought about very carefully.

At-risk behavior – Conduct that unnecessarily increases the likelihood of an injury or incident.

Audit – A systematic and documented review of the effectiveness of implementation of processes, programs and procedures, based on general process criteria.

Baseline risk assessment: This is the initial assessment of risk in a workplace. It is a broad assessment and includes all activities taking place on site but does not include risk control measures or safeguards.

AIA means an Inspection Authority approved by the chief inspector: Provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only.

Client – Any organization or person for whom construction work is performed. For the purpose of this document, the client is the South African National Roads Agency SOC Limited, also identified in the contract document as the Employer.

Competence – A combination of attributes such as knowledge, training, experience and qualifications to assure successful performance.

Competent Person – Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work

or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.

Consequence – Outcome or impact of an event.

Continual Improvement – A recurring process of enhancing performance to achieve consistent improvements in overall performance.

Contractor – An employer as defined in section 1 of the OHS Act, who performs construction work and includes Principal Contractors and Sub-Contractors.

Construction Work – any work in connection with:

- The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

Corrective Action – An action taken to eliminate the cause of a detected non-conformity or other undesirable situation.

Construction Regulations (CR) – Construction Regulations, GNR. 84 of 2014

Critical equipment – A piece of equipment or a structure whose failure to perform to design specification, has the potential to result in a major accident event.

"Disaster Management Act" means the Disaster Management Act, 2002 (Act No. 57 of 2002);

Design – in relation to any structure, includes drawings, calculations, design details and specifications.

Designer –

a) competent person who:
   - Prepares a design;
   - Checks and approves a design;
   - Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
   - Designs temporary work, including its components;

b) an architect or engineer contributing to, or having overall responsibility for a design;

c) a building services engineer designing details for fixed plant;

d) a surveyor specifying articles or drawing up specifications;

e) a contractor carrying out design work as part of a design and building project; or

f) an interior designer, shop fitter or landscape architect.

DMR – Driven Machinery Regulations, GNR. 295 of 26 February 1988

Documents – Structured units of recorded information and its supporting medium (paper or electronic). Most records are documents, but not all documents are records. A document becomes a record when it is part of a business transaction, is kept as evidence of that transaction and is managed within a record-keeping system.

EIR – Electrical Installation Regulations, GNR. 242 of 6 March 2009

Emergency – An abnormal occurrence that pose a threat to the safety or health of employees, customers, or local communities, or which can cause damage to assets or the environment.

Employee – An individual who is employed by or works for an Employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer – Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerates him but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956). The South African National Roads Agency SOC Limited, also identified in the contract document as the Employer.

EMR – Electrical Machinery Regulations, GNR. 250 of 25 March 2011

Environment – The surroundings or conditions in which a person, animal or plant lives or operates, including air, water, land, natural resources and habitats.

Epidemic Disease - An *epidemic* disease is one affecting many persons at the same time and spreading from person to person in a locality where the disease is not permanently prevalent. The World Health Organization (WHO) further specifies *epidemic* as occurring at the level of a region or community.

Excavation work – The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping

GAR – General Administrative Regulations, GNR. 929 of 25 June 2003

GMR – General Machinery Regulations, GNR. 1521 of 5 August 1988

GSR – General Safety Regulations, GNR. 1031 of 30 May 1986

Harm – A significant and or long-lasting adverse effect on people, the environment or the community.

Hazard – A source, situation or act with a potential for harm in terms of human injury or ill health.

Health and Safety File – Means a file, or other record in permanent form, containing the information in writing as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(b).

Health and Safety Plan – Means a project specific documented plan in accordance with the client's health and safety specifications, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(a).

Health and Safety Specification – Means a project specific document prepared by the client pertaining to all health and safety requirements related to construction work, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 5(1)(b).

HSE – Health, Safety and Environment. Commonly used in the format HSE.

Incident – Work-related events (including accidents which give rise to injury, ill health, fatality or emergencies) that have resulted in, or has the potential to result in adverse consequences to people, the environment, property, reputation or a combination of these.

Likelihood – A description of probability or frequency, in relation to the chance that something will occur.

Lost Time Injury (LTI) – When a person is injured during the execution of his/her duties and as a result of the injury is unable to perform his/her regular duties for one full shift or more on the day following the day on which the injury has incurred, whether a scheduled work day or not(weekend).

Management System – Management processes and documentation that collectively provide a systematic framework for ensuring that tasks are performed safely, correctly, consistently and effectively to achieve a specified outcome and to drive continual improvement in performance.

Mandatory – An agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or a user.

Medical Certificate of Fitness – means a certificate contemplated in Construction Regulation 7(8);

MSDS – Material Safety Data Sheet

Near Hit / Near Miss – Any occurrence or situation which had the potential for adverse consequences to people, the environment, property, reputation or a combination of these.

Non-conformance – Any deviation from work standards, practices, procedures, regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the environment or a combination of these.

OHS Act – Occupational Health & Safety Act, 85 of 1993

Occupational Health Practitioner means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978);

Occupational Hygiene Survey: means a Survey or Analysis on Hazardous Environmental Exposure e.g. Noise, Lead, Asbestos, Airborne Pollutants, Thermal Stress, Hazardous Chemical Agents, etc. to Persons conducted by an Inspection Authority Approved by the Department of Employment & Labour for the Exposure identified, provided that an inspection authority approved by the chief inspector with

respect to any particular service shall be an Approved Inspection Authority with respect to that service only

Occupational Hygiene: means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons;

OREP: Occupational Risk Exposure Profile

Pandemic Disease - a *pandemic* disease is an *epidemic* disease that has spread over a large area, that is, it is prevalent throughout an entire country, continent, or the whole world.

Policy – Statement by an organization of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

PPE – Personal Protective Equipment

Preventive Action – An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

Principal Contractor – An employer appointed by the client to perform construction work and who is in overall control and management of a part of or the whole construction site.

Procedure – A specific documented way to carry out an activity or a process.

Records – Recorded information, in any form that is kept as evidence. Records include monitoring results, evidence of training, audits, inspections and calibration reports.

Risk Assessment – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

Risk Management – The ongoing treatment of risks through the application of management policies, processes, procedures and risk control measures.

Risk – A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

Root Cause – The cause of the incident that, when rectified, will prevent the recurrence of not just incidents with those exact circumstances, but others with similar causes.

SACPCMP – South African Council for Project and Construction Management Professions

SANRAL - South African National Roads Agency SOC Limited

Supplier – A person or company that supplies material or equipment to a contractor on a construction site but does not physically carry out construction work on the construction site.

The Act – The Occupational Health and Safety Act No. 85 of 1993

The Site – The area where work is carried out for SANRAL as defined on the front page of this document.

"**Transmission" or "Transmitting**" is the passing of a pathogen causing communicable disease from an infected host individual or group to a particular individual or group, regardless of whether the other individual was previously infected.

"Worker" means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer;

"Workplace" means any premises or place where a person performs work.

WAH – Acronym for Working at Heights.

E1003 HEALTH AND SAFETY POLICY

Contractors are expected to have their own written Health and Safety Policy. The policy should declare their attitude and approach to the health, safety and welfare of their employees and others. The policy should include a description of the company and provision must be made to review the policy annually and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees, as per Section 7 of the OHS Act.

E1004 ROLES AND RESPONSIBILITIES

Every Contractor is considered to be an employer in his own right and shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

In conjunction with Section 8 of the OHS Act, all employees on the project are responsible for their own health and safety as well as the safety of persons who may be affected by their acts, as per Section 14 of the OHS Act. It is the responsibility of each employee to ensure that he acts in a safe manner before and during work is carried out.

The Principal Contractor shall ensure that where required by the OHS Act and Regulations, competent employees are appointed in writing. These appointments must be project/contract specific and specific to the tasks that will be performed. Every appointment must display the duties of the person appointed and training certificates from a registered training provider must be attached to such appointment (where applicable). A list of possible appointments can be found in clause E1010 below.

E1005 HSE TRAINING AND COMPETENCE

Where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training and employees must have attended courses of the aforementioned nature to be considered competent in the task.

All employees that forms part of the construction work must be trained and competent. Employees formally appointed to perform a certain duty must be in possession of a training certificate (where applicable), received from a registered training provider. All employees must as a minimum have received site specific safety induction training and must receive daily safe task instruction training (DSTI) before any work commences and thereafter on a daily basis.

a) Training Needs

There shall be a system in place to determine the training requirements of each individual, based on the tasks that the employee will perform as well as to ensure the health and safety of fellow employees and the public. Special attention should be given to employees who are new hires, new to the task or have combined responsibilities.

b) Basic Safe Work Training (Induction Training)

Every contractor shall ensure that his employees are inducted into his own company Health and Safety System as well as basic safe work training (HSE Induction Training). The Principal Contractor shall ensure that his, all his Contractor’s employees and visitors are inducted on the specific site safety procedures.

A Daily Safe Task Instruction (DSTI) must be conducted on site with all employees involved in the project. The DSTI must be carried out each day before work commences and proof thereof must be available on site. Each work crew may conduct their own specific DSTI to discuss the hazards, risks and control measures associated with their task for the day.

Where two or more contractors or work crews work in the same area, they should have a combined DSTI to ensure they know of the additional hazards the other contractor or work crew will introduce to their operations and what precautions to put in place.

The Principal Contractor shall have evidence that employees have been trained on the relevant procedures prior to and during the project duration. The evidence will be in a form of attendance register.

c) Formal Training

All qualifications for which there are SAQA registered training courses, must be regarded as the minimum required qualifications and training. To be deemed “competent” an employee must have received training at a registered training provider, the training course must be registered and if

there is an assessment, the employee must have been found competent after the assessment. A person cannot be deemed competent after awareness training only.

The Principal Contractor shall ensure that his employees, as well as the employees of any contractors that may be used, have received appropriate training for the type of work that will be performed, e.g. First Aid, Flag Man, Mobile Plant Operator, Working at Heights, Risk Assessment training etc.

d) Records

Record of all training shall be kept by the employer and shall be readily available. Records shall make provision for refresher training where applicable. Where an employee is legally appointed with certain duties and responsibilities a copy of the training certificate must be attached to the appointment.

E1006 APPLICATION FOR CONSTRUCTION WORK PERMIT

Construction Regulation, 2014 Section 3 requires that the client apply for a construction work permit at least 30 days before construction work is started, if the intended construction work will:

- exceed 365 days AND will involve more than 3 600 person days of construction work; or
- if the tender value limit is a CIDB grade 7, 8 or 9.

If approved, the provincial director will issue a construction work permit in writing to perform construction work within 30 days of receiving the application and assign a site-specific number for the construction site. It is the intention of SANRAL to apply for a construction work permit as soon as The Principal Contractor is appointed and his Health and Safety Plan is received, in order to minimize construction delays.

The site-specific construction work permit number must be displayed at the main entrance to the site and a copy of the construction work permit must be kept in the principal contractor's health and safety file for inspection purposes.

E1007 DUTIES

Various duties are imposed on the client, designer, principal contractor and other contractors by the Construction Regulation, 2014, Sections 5, 6 & 7. SANRAL will comply and carry out the required duties as contemplated in Section 5 of the Construction Regulations, 2014 and it is expected from the designer and every contractor to make themselves conversant with the requirements and duties imposed on them and to ensure that they comply with the requirements of section 6 & 7 at all times.

E1008 MANAGEMENT AND SUPERVISION

The Principal Contractor shall ensure that the project is managed safely, and legal compliance is ensured at all times.

A full-time competent person must be appointed as a Construction Manager to manage all construction work, including health and safety compliance. The construction manager may not be appointed to manage more than one single construction site. An Alternate Construction Manager must be appointed, to carry out the duties in the absence of the Construction Manager.

The construction manager must appoint construction supervisors responsible for construction activities and ensuring occupation health and safety on the construction site.

The Principal Contractor must appoint a full-time construction health and safety officer, who is registered with the SACPCMP, to assist in the control of health and safety aspects on site.

E1009 RISK MANAGEMENT

The Principal Contractor must follow a formal risk-based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Principal Contractor and his

employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

a) **Risk Assessment**

i) Hazard Identification and Risk Assessment (Construction Regulation 9)

The Principal Contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person, appointed in writing and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications.

The risk assessment shall include, as far as is reasonably practicable, at least:

- The task or task step
- the identification hazards to which persons may be exposed to during the task or task step;
- The analysis and evaluation of the risks associated to the hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and
- Ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

Based on the risk assessments, The Principal Contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences. SANRAL has conducted a Baseline Risk Assessment as per clause E1009 (b) below, which must be used by The Principal Contractor to develop task specific risk assessments before work commences. This does not mean that all possible Risk Assessments must be attended to before work commences, but that all relevant Risk Assessments receive the necessary attention as the contract progresses, and this is the responsibility of The Principal Contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

ii) Risk Assessment Monitoring

The Principal Contractor shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal, and records thereof shall be available for audit purposes.

iii) Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard safe working procedures:

- prior to any work activity commencement,
- where changes are affected to the design and construction that result in a change to the risk profile,
- when an incident has occurred, or
- at least quarterly.

The Principal Contractor shall provide the Employer, sub-contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled, and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements. Records of risk assessment communications must be kept for inspection purposes.

b) **Baseline Risk Assessment**

SANRAL prepared a Baseline Risk Assessment from which the Health and Safety Specifications for this project was prepared. The Baseline Risk Assessment highlights all work for which The Principal Contractor must prepare safe work procedures and or work method statements. It must be noted that the Baseline Risk Assessment is not exhaustive and Principal Contractors are required to identify risks and come up with control measures, this must be identified by Principal Contractor when preparing the Issue Based Risk Assessments.

The Baseline Risk Assessment for this Project can be found in clause E1018.

c) **Continuous Risk Assessment**

The Principal Contractor shall continuously assess the risks of the activities that are carried out. Risk assessments must be in writing, site specific and must be reviewed continuously as per E1009 a(iii) to ensure it is current and it address all the relevant hazards and risks associated with the specific activity at the specific site.

The Risk assessment must be discussed with the whole work crew before the activity starts and the work crew must acknowledge in writing having discussed the risk assessment and that they understand it. This acknowledgement must be on site and must be available to the client for audit purposes.

E1010 LEGAL COMPLIANCE AND DOCUMENT CONTROL

The Principal Contractor is required to implement systems and procedures to ensure legal compliance through:

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.
- Update systems and procedures with changed/updated legislation, standards and codes.
- Communicate to all employees any changes that may affect their accountabilities and conformances
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The Principal Contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a quarry/borrow pit/“mine”, The Principal Contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) The Principal Contractor shall be conversant with and shall comply with these regulations.

All legal appointments of The Principal Contractor regarding the Health and Safety of his employees who are to work on the project are addressed and governed by the OHS Act and applicable Regulations. Legal appointments must be in place and must reflect in the project safety file before work commences.

a) **Overall Supervision and Responsibility for OH&S**

SANRAL will appoint the Principal Contractor in terms of Construction Regulation 5(1)(k). A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between SANRAL and the Principal Contractor.

It is a requirement that the Principal Contractor, when he appoints other contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”.
- OH&S Act (85 of 1993), Section 16(2) appointee(s) as detailed in his/her/their respective appointment forms. (Where applicable).

The signed Mandatory agreements shall be placed in the project file for reference and for audit trail purposes.

b) **Specific Supervision Responsibilities for OH&S**

The Principal Contractor shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

Below is a list of possible appointments for the project, which is not an all-inclusive list, but for reference purposes only:

Appointment	**Legal Reference**
Assistant to CEO	OHS Act 16(2)
Health and Safety Representative	OHS Act 17(1)
Nominated Health and Safety Committee Member	OHS Act 19(3)
Contractor (Sub-contractor)	CR 7(1)(c)(v)
Construction Manager	CR 8(1)
Alternate Construction Manager	CR 8(1)
Assistant Construction Manager	CR 8(2)
Health and Safety Officer	CR 8(5)
Construction Supervisor	CR 8(7)
Assistant Construction Supervisor	CR 8(8)
Risk Assessor	CR 9(1)
Fall Protection Plan Developer	CR 10(1)(a)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Temporary Works Supervisor	CR 12(2)
Excavation Supervisor	CR 13(1)(a)
Demolition Supervisor	CR 14(1)
Competent Person in the use of Explosives	CR 14(11)
Scaffold Supervisor	CR 16(1)
Suspended Platform Supervisor	CR 17(1)
Rope Access Supervisor	CR 18(1)(a)
Material Hoist Inspector	CR 19(8)(a)
Bulk Mixing Plant Supervisor	CR 20(1)
Explosive actuated fastening device Inspector	CR 21(2)(b)
Explosive actuated fastening device cartridge Controller	CR 21(2)(g)(i)

Appointment	Legal Reference
Construction Vehicle & Mobile Plant Operator Authorised	CR 23(1)(d)(i)
Temporary Electrical Installation Controller	CR 24(c)
Stacking and Storage Supervisor	CR 28(a)
Fire Equipment Inspector	CR 29(h)
Incident investigator	GAR 9(2)
Lifting tackle inspector	DMR 18(10)(e)
Ladder inspector	GSR 13(a)
Certified Explosives Manager	ER 12(1)
First Aider GSR	GSR 3(4)
Lifting machine Operator	DMR 18(11)
Hazardous Chemical Agent (HCA) Supervisor	HCA Reg

In addition to the above, the Employer requires that a Traffic Safety Officer be appointed.

It is a requirement that The Principal Contractor shall provide the Employer with an organogram of all sub-contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

c) **Designation of OH&S Representatives (Section 17 of the OH&S Act)**

Where the Principal Contractor employs more than 20 persons (including the employees of sub-contractors) he has to appoint 1 (one) OH&S representative for every 50 employees or part thereof. This is a minimum (legal) requirement. The Principal Contractor may at his own discretion appoint more OH&S representatives according to site specific requirements. General Administrative Regulation 6 requires that the appointment or election of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation. OH&S representatives must be experienced, permanently employed by The Principal Contractor or his sub-contractors, trained and able to move freely within their designated area of responsibility.

d) **Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)**

The Principal Contractor shall ensure that the designated OH&S representatives perform their functions in respect of the workplace or section of the workplace for which they have been appointed. These functions include to conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to The Principal Contractor and OH&S Committee. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings. The complete list of functions can be found in Section 18 of the OHS Act.

e) **Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)**

The Principal Contractor shall establish an OH&S committee, which shall meet at least once a month, where two or more Health and Safety Representatives have been appointed. OH&S representatives must be appointed as OH&S committee members. The number of members nominated by management may not exceed the number of OH&S representatives on the committee and must be appointed in writing.

E1011 OPERATIONAL INTEGRITY

The operational integrity of plant, equipment, structures and protective systems must be monitored and assured on an ongoing basis throughout the project cycle. Hazards must be identified, risks assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonably practicable (ALARP).

a) **Construction Plant & Equipment**

The Principal Contractor shall maintain all items of plant and equipment necessary to perform the work in a safe condition.

SANRAL reserves the right to inspect items of plant and equipment brought to site and used on site by The Principal Contractor. Should it be found that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, The Principal Contractor will be advised of such observation/inspection, and The Principal Contractor shall be required to repair, make safe or remove such item from operation and replace it with a safe and adequate substitute.

The Principal Contractor shall ensure that all plant, equipment, and power tools that are brought onto and used on site are:

- Appropriate for the type of work to be performed
- Placed on a register and inspected by a competent person and/or the authorized operator before use, daily or monthly dependent on Legislation.
- Record inspection findings on a register that must be kept on site.
- The inspection register shall reflect the serial number of the plant, equipment or power tool.
- Maintained and used in accordance with the manufacturers' recommendations
- Have adequate machine guarding fitted to all exposed rotating or moving parts, as reasonably practicable, that have the potential to cause harm
- All electrical power supply units are protected with operational earth leakage devices.
- Any defective, damaged or sub-standard equipment must be marked as unsafe for use and removed from operation as soon as possible

b) **Standards and Registers**

As standard project procedures, The Principal Contractor is expected to:

- Set up an initial set of registers as per the requirements of the OHS Act and Regulations.
- Complete the registers for each piece of plant, tool and equipment brought on and used on site
- Maintain a complete, continuous and comprehensive inspection and service history in these registers or checklists
- Ensure daily, weekly, monthly inspections are done and recorded for all plant, tools & equipment by a competent person and/or authorized operator as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.

E1012 OCCUPATIONAL HEALTH AND HYGIENE

a) **Medical Fitness for Duty**

All contractor employees shall undergo medical examinations and be certified fit for duty by an Occupational Health Practitioner before they are allowed to work on site.

The medical certificate must be in the form of Annexure 3 of the Construction Regulations and stipulate the possible exposures the employee might be exposed to during the execution of the project.

It is recommended and in the best interest of The Principal Contractor to implement pre-employment, periodic, as well as exit medical surveillance, especially with regards to Section 8 of the Noise Induced Hearing Loss Regulation.

b) **First Aid**

According to GSR 3(4), where more than 10 employees are employed at a workplace/worksite, The Principal Contractor shall ensure that there is at least one trained first aider for every group of 50 employees at the workplace/site. First Aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of an injured person, it is recommended that all work crews have at least one trained first aider, with a fully stocked first aid box, irrespective of the number of people in the work crew. This is especially important when contractors work at great distances from the nearest emergency facility or town. These persons shall be appointed in writing as the first aiders with their certificates attached as proof of competency.

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

In order to ensure prompt response at the emergency facility it is recommended that the W.Cl 2 forms be partially completed with the Employers' details.

c) **Hygiene Facilities**

The Principal Contractor and his contractors shall ensure compliance to Section 30 of the Construction Regulations with regards to facilities on the construction site as well as where accommodation is provided to employees on remote sites. The Principal Contractor shall ensure that the facilities are kept clean at all times, either through a service provider or self-employed persons. The Principal Contractor shall provide employees with at least one sanitary facility for each sex and for every 30 workers, changing facilities for each sex and sheltered eating areas.

d) **Health related Epidemics and Pandemics**

The contractor shall, as far as reasonably practicable describe in his health and safety plan how health related epidemics and pandemics will be dealt with. The Employer is aware that this section in the health and safety plan will not speak to specifics, but generic procedures. The Contractor must ensure that the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation are addressed in his health and safety plan, training and information given to staff and procedures implemented on site to prevent health risks on site.

Once the nature and scale of the epidemic or pandemic is known, the Contractor must update his health and safety plan with the relevant information and send the updated plan to the relevant appointed OHS Agent for approval. Once approved, the Contractor must implement the updated health and safety plan and maintain the updated plan on site.

E1013 WASTE MANAGEMENT

The Principal Contractor shall comply with all applicable and relevant Waste management legislation, as well as municipal bylaws applicable to waste management.

The Principal Contractor shall remove all waste generated at the construction site as soon as possible after generation to ensure good housekeeping at all times. The Principal Contractor shall have a waste management plan which must be implemented on the construction site and which will have the objective to ensure that waste is managed according to the Waste Management Hierarchy:

- Reduce what you can. If you cannot reduce then,
- Re-use what you can. If you cannot re-use then,
- Recycle what you can. What you cannot recycle,
- Convert into energy sources. If it cannot be converted to an energy source,
- Dispose of in a landfill – this is only to be done as a last resort and disposed without endangering human health and without using processes or methods which could harm the environment.

E1014 HAZARDOUS SUBSTANCE MANAGEMENT

The Principal Contractor shall ensure that hazardous substances brought onto site are easily identifiable and stored according to the requirements of the General Safety Regulations, GNR. 1031 of 1986, Section 4.

Where flammable liquids are being used or stored, this must be done in a manner which would not cause a fire or explosion hazard.

The Principal Contractor shall have Material Safety Data Sheets (MSDS) readily available for flammable, hazardous and toxic chemical substances and materials brought onto site and shall ensure that his employees are trained in these MSDS's.

Flammable, hazardous or toxic chemical substances may not be stored in empty food or drink containers. Empty flammable, hazardous and toxic containers must be disposed of in a safe manner, which will prevent further use of such a container.

A survey of the construction site must be done during site establishment, to locate any asbestos. Should asbestos be located, the conditions of the Asbestos Abatement Regulations, GNR. 1196 of 2020 must be followed and complied with.

E1015 CONTRACTORS

a) **Consultations, Communications and Liaison**

OH&S liaison between the Employer, The Principal Contractor, The Contractors, the designer and other concerned parties will be through the OH&S committee. In addition to the above, communication may be directly to the Employer or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their construction managers and supervisors, OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to The Contractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his/her agent, exchange of information between subcontractors, the reporting of hazardous/dangerous conditions/situations etc. The Principal Contractors' most senior manager on site shall be required to attend all OH&S meetings.

b) **Operational Procedures**

Each construction activity shall be assessed by The Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires The Principal Contractor:

- to be conversant with all relevant Regulations;
- to comply with their provisions;
- to include them in his OH&S plan where relevant

c) **Checking, Reporting and Corrective Actions**

i) Monthly Audit by Employer (Construction Regulation 5(1)(o)

The Employer will conduct monthly health and safety and document verification audits in compliance with Construction Regulation 5(1)(o) in order to ensure that The Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

The Principal Contractor will be provided with a copy of the Health and Safety audit report within seven days after the audit. The Employer or his representative may stop any Principal Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specification and the Principal contractor's health and safety plan for the specific site.

ii) Other Audits and Inspections by the Employer

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

iii) Principal Contractor's Audits and Inspections

The Principal Contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification.
The Principal Contractor shall furthermore ensure that each contractor`s health & safety plan is being implemented and maintained. The Principal Contractor will ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any contractor, but at least once every 30 days.

iv) Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct monthly inspections of their areas of responsibility and report thereon to their foreman or supervisor, as well as the OH&S Committee, whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

v) Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

d) **Project Health and Safety Management Plan**

As per Section 5(1) (l) and Section 7(1) (a) of the Construction Regulations of 2014, The Principal Contractor shall develop, implement and administer a Health and Safety Management Plan. The plan shall be in writing and shall be negotiated between The Principal Contractor and SANRAL or designated OHS Agent and must be approved by SANRAL or the designated OHS Agent prior to the commencement of work on site.

The plan shall demonstrate management's commitment to ensure employee health and safety as their primary objective during the contract.

The H&S plan shall be site and project specific and must address all aspects of the project H&S specification.

e) **Project Health and Safety File**

The Principal Contractor shall compile a project specific Health and Safety File that consist of all the relevant project specific documentation. The Health and Safety file may consist of multiple files, which when combined should contain all the required documentation.

It is recommended that the project specific Health and Safety file contain at least the following:

- Scope and summary of the project as well as any scope changes.
- Copy of Work Permit
- Proof of COID registration (Letter of Good Standing)
- Contractor Health and Safety Policy statement signed by management
- Appointment of Principal Contractor
- Mandatory Agreement – OH&S Act 37.2 (Between Employer and Principal Contractor)
- Client Health and Safety specification
- Latest copy of the OHS Act end Regulations
- Company Organogram depicting Health and Safety Responsibilities, including sub-contractors
- Employee list including copy of IDs and medicals
- Project specific Health and Safety Management Plan agreed with the Employer – See E1015(d) above
- Relevant OH&S Legal appointments which includes duties and responsibilities as well as competencies (training certificate)
- Copies of minutes of meetings – OH&S committee and other relevant OH&S meeting minutes
- Site specific Fall Protection Plan (if applicable)

- Risk Assessments
- Contractor Induction material
- Waste management Plan
- Emergency preparedness (first aid, firefighting, emergency plan, etc.)
- Emergency Contact Telephone numbers
- List of hazardous chemical substances used on site
- Material Safety Data Sheets of hazardous chemicals on site
- List of plant & equipment to be used on site
- Inspection Checklists/Registers of plant & equipment and emergency equipment
- List of Sub-contractors including type of work
- Sub-contractor 37.2 Mandatary Agreements
- Sub-contractor appointments which shall include the type of work The Principal Contractor is appointed for.

f) **Contracting Philosophy**

Any site-specific hazards and safety management expectations will be made known to the Principal Contractor prior to the work commencing on site. This will be done through the OH&S Specification for the project. SANRAL as the Employer/Client may specify requirements that are stricter than Legislative requirements in this OH&S Specification.

Legal OHS requirements contained in the OHS Act and Regulations, SANS Codes and the project OH&S Specifications are the minimum requirements the Principal Contractor must apply during this contract with regards to Occupational Health and Safety. The Principal Contractor shall implement the minimum OH&S requirements and ensure conformance to these at all times.

g) **Workers Compensation Registration**

The Principal Contractor shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project.
The Principal Contractor shall ensure that his sub-contractor employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project.

h) **HSE Non-Compliance**

It is a legal duty of the client according to the Construction Regulation 5(1)(q) that a Principal Contractor is stopped from executing any activity which poses a threat to the health and safety of persons. Depending on the seriousness of the non-compliance only the specific activity may be stopped until the non-compliance is rectified or the whole operation may be stopped.

It is also the duty of every employee to take reasonable care of his own health and safety and of other persons who may be affected by his acts as per OHS Act, Section 14(a). Keeping this in mind, it is required of The Principal Contractor to ensure his employees has the right to remove themselves from any unsafe situation or work activity, without any negative consequence to them until such time as The Principal Contractor has made the unsafe situation or activity as safe as practicable possible.

i) **Indemnity by Contractor**

The Principal Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

i) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
   - all or any of The Principal Contractor's workforce as a result of a dispute between all or any of the Principal Contractor's workforce and The Principal Contractor; or
   - all or any of the Principal Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;

ii) Any unlawful, riotous or disorderly conduct by or amongst the Principal Contractor's personnel."

j) **The Principal Contractor Conduct**

Guidelines to the most important rules that shall be implemented and maintained by the Principal Contractor:

- Complete compliance to the OH&S Act 85 of 1993 and Regulations,
- Hazard identification and Risk Assessments for all activities,
- Daily communication of DSTI's before work commences, even if it is a repetitive task,
- Safe access and egress to and from work areas,
- Compulsory use of lifelines, Safety Harnesses and Fall Arrestors (Lanyards to be attached at all times), when working in elevated positions,
- Scaffold shall comply with Legal and SANS standards at all times,
- Good housekeeping and stacking practices,
- Safe lifting, rigging and slinging practices,
- Complying to Legal standards for lifting machinery & equipment,
- No lifting in wind conditions exceeding 30km/h (This is a guide and is dependent on risk assessments),
- Securing of tools, equipment and material at heights,
- Wearing of appropriate personal protective equipment as identified in the risk assessment.

Supervisors in charge are responsible for ensuring that the employees are aware of the hazards/risks involved in the work they will be doing/are doing and shall ensure the safety rules are obeyed.

No person shall act in a manner that endangers or is likely to endanger, the safety of any other person, or cause harm to any other person.

An employee who observes any dangerous situation, shall as soon as possible inform the person who is responsible for that section of the site.

Any employee who becomes aware of any person disregarding any safety rules, shall remind that person of the rules. If he persists in disregarding the rules, the matter must be reported to his supervisor.

No person shall damage, alter, remove, render ineffective or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

No person shall interfere with or use firefighting equipment without authority and training.

No person in a state of intoxication or condition that render him incapable of controlling himself shall enter or be allowed to enter the site.

No alcohol or illegal drugs shall be taken onto the site.

All safety and warning signs shall be obeyed.

Always be alert of construction vehicles as well as traffic. Never turn your back to oncoming traffic, always have a line of sight.

k) **Principal Contractor and Contractor Management**

The Principal Contractor shall establish, maintain and ensure that all his contractors establish and maintain OH&S standards and systems as necessary and to comply with the Legal requirements as well as these OH&S specifications.

The Principal Contractor shall be solely responsible for carrying out work on the project, having the highest regard for the health and safety of his employees and people in the vicinity of his work area.

l) **Public Health and Safety**

The Principal Contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to

arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes:
- Non- employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site.

E1016 DESIGNING FOR HEALTH, SAFETY AND THE ENVIRONMENT

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous conditions and material during the design process. The Principal Contractor is responsible for appointing the temporary works Designer and shall ensure that the temporary works Designer implement a process and designs the temporary works in such a way that ensure the safety of employees during the erection, use and dismantling of the temporary works. The temporary work designer shall comply with the duties of the Temporary Work Designer as per the Construction Regulations, 2014 Section 6(2).

The Principal Contractor must communicate the anticipated risks and hazards resulting from the design to his employees and establish safe work procedures for the temporary works.

E1017 INCIDENT MANAGEMENT

The Principal Contractor shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Principal Contractor must implement a procedure for reporting and investigating accidents, incidents and near misses. The Principal Contractor should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees.

Appropriate corrective actions must be implemented, and the applicable learnings must be shared within The Principal Contractors business to prevent a recurrence of the incident or to prevent the near miss from becoming an incident in future.

(a) **Incidents and Accidents**

The Principal Contractor and his contractors shall coordinate their investigation of all accidents/incidents where employees and non-employees were injured to the extent that he had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/indent.

The Principal Contractor shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident/accident within the Principal Contractors or his Contractors area of responsibility in writing as soon as possible.

Although the accident/incident is reported to the client, the Principal Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Labour. Any road traffic accident must be reported to the relevant authorities.

It is essential that the Principal Contractor demonstrates that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all the Principal Contractors affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the SANRAL Project Manager and or the SANRAL OHS Specialist.

Investigations must be completed for:
- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities

(b) **Incident Reporting**

The Principal Contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring. In addition, The Principal Contractor shall update monthly the Disabling Injury Frequency Ratio (DIFR) and display this information on a signboard at the site office.

The Principal Contractor is responsible for collecting, recording, calculating and reporting his and his sub-contractors Health & Safety statistics to the SANRAL OHS Specialist.
The statistics should contain at least the following for all employees of all contractors working on the project:

- Total Number of workers
- Total Number of hours worked (on the SANRAL project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred
- Communication to employees and contractors of incidents and preventative actions.

E1018 PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS

The clause contains specific requirements for Contract SANRAL R.036-090-2020/1, which must be adhered to in addition to minimum legislative requirements.

a) **Baseline Risk Assessment**

The following is a list of activities, hazards and risks identified which forms the Baseline Risk Assessment for the project prepared by the Client in terms of Construction Regulation 5(1) (a):

Risks associated for identified activities and hazards:

Activity	**Associated Hazards**	**Associated Risks**	**Risk Rating High Medium Low**
Site establishment	Extreme temperatures; Pesticides, herbicides, dust. Snakes, bees, spiders, vermin (rats & mice); Portable electrical equipment; Electrical hand tools; Lifting equipment; Aggrieved members of the public; Uneven surfaces; Incompetent or untrained personnel; Unsafe equipment use.	Heat exhaustion; Dehydration; Poisoning; Fatality / Serious health effect; Silicosis; Electrical shock; Personal Injuries; Falling objects; Strikes / riots	M
Security	Aggrieved members of the public; Uncontrolled people	Protest Riots Theft Damage to equipment or structures Financial losses	M
Loading / Unloading of materials / plant & equipment from trucks	Lifting equipment; Inexperience operators; Inexperienced workers; Incompetent or untrained operators / workers;	Material / plant falling from height; Operator losing control; Employees under/close to suspended loads;	M

Activity	Associated Hazards	Associated Risks	Risk Rating High Medium Low
	Unsafe equipment.	Personal injuries; Damage to equipment / structures; Financial losses; Project delays.	
Transportation of personnel / materials	Overloaded vehicles; Transportation of workers in vehicles not designed to transport people; Transporting vehicle defective / not roadworthy; Inexperienced operators; Inexperienced workers; Incompetent or untrained operators / workers; Unsafe equipment.	Operator losing control of vehicle; Vehicle overturning; Vehicle accidents; Fatality; Serious injuries; Financial losses; Project delays.	H
Erection of temporary site offices / Laboratory	Extreme temperatures; Pesticides, herbicides, dust, cement; Snakes, bees, spiders, vermin (rats & mice); Portable electrical equipment; Electrical hand tools; Lifting equipment; Temporary works; Aggrieved members of the public; Incompetent or untrained operators / workers; Unsafe or incorrect equipment use.	Heat exhaustion; Poisoning; Fatality / Serious health effect; Silicosis; Electrical shock; Personal Injuries; Falling objects; Strikes / riots; Financial losses.	M
Working with and handling of hazardous / flammable / toxic materials	Hazardous, flammable and toxic substances / agents; Incompetent or untrained personnel working with waste.	Chemical burns; Fire; Serious injuries; Fatalities.	M
Disposal of waste materials	Hazardous waste; Incompetent or untrained personnel working with waste.	Environmental pollution; Re-use of containers can have serious health effect on people or fatal; Disposal at unlicensed hazardous waste sites; Fines / non-compliance charges.	H
Traffic accommodation / calming	Public vehicles; Extreme weather conditions, e.g. temperatures; Stop & Go; Incompetent or untrained personnel; Incorrect signage being used.	Employees run over by public vehicles – serious injuries / fatalities; Heat exhaustion; Public not adhering to stop & go signals / try to bypass stop & go; Fatality / serious injuries / vehicle accidents; Damage to traffic accommodation equipment; Financial losses; Project delays.	H

Activity	Associated Hazards	Associated Risks	Risk Rating High Medium Low
Stockpiling	Material falling from stockpile; Incompetent or untrained personnel.	Serious personal injuries; Material damage; Financial losses.	M
Operations involving Noise	Noise; Incorrect personnel protective equipment used; Untrained personnel; No supervision.	Noise induced hearing loss	M
Operations involving Vibration	Vibration; Incorrect personnel protective equipment used; Untrained personnel; No supervision.	Damage to joints, muscles, circulation and sensory nerves.	M
Working above / near water environments	Working at heights Water environment	Drowning	M
Working near existing services – overhead/underground power cables; telecommunication cables; water pipelines	Electricity	Electrical Shock; Electrical arching; Fire; Burns; Fatality; Serious injury; Damage to equipment; Project delays; Financial losses; Interruption of services to community.	H
Working with portable electrical equipment – grinders, circular saws, generators	Electricity; Electrical tools; Portable electrical equipment; Untrained personnel; Unsafe equipment used; Incorrect tools used.	Electrical shock; Cuts; Personal injuries; Damage to equipment; Financial losses.	M
Lifting / Lowering operations	Elevated objects; Lifting machines; Improper rigging; Electrical cables; Incompetent personnel; Incorrect work methods; Incorrect equipment use.	Lifting machine / crane overturning; Falling objects; Dropped loads; Strong winds; Loads striking personnel, vehicles or equipment; People working underneath high voltage power lines may arc onto crane boom; Financial losses; Fatalities; Serious injury; Damage to equipment or structures.	H
Driving and operation of construction vehicles and mobile plant	Distracted drivers; Recklessness; Impaired driving; Poor visibility;	Fatalities; Serious injuries; Crashes;	H

Activity	Associated Hazards	Associated Risks	Risk Rating High Medium Low
	Poor road conditions; Unsecured loads; Uncontrolled vehicle entry; Equipment failure; Public vehicles; Uneven ground surfaces; Construction vehicles and mobile plant defective / not roadworthy; Incompetent or unauthorised drivers / operators.	Vehicles, plant and equipment damage; Workers not seen by operators; Workers working too close to mobile plant and vehicles; Construction vehicles & mobile plant not road worthy / defective; Roll over of construction vehicles / plant; Financial losses; Fatalities; Serious injury; Damage to equipment or structures.	
Excavation work	Unstable ground Underground electrical cables; Underground pipelines; Excavation equipment, construction vehicles & plant; Defective equipment or machinery; Incompetent operators; No supervision.	Cave-ins; People falling into excavation; Workers buried in excavation due to cave-ins; Construction vehicles / plant falling into excavation; Fatalities; Serious injuries; Financial losses; Damage to equipment or infrastructure; Interruption of services to community.	H
Work adjacent or near traffic	Public vehicles; Incorrect traffic accommodation set-up; Untrained personnel; Extreme weather conditions resulting in poor visibility.	Workers not attentive to approaching vehicles; Drivers not slowing down to indicated speed limit; Drivers losing control of their vehicles; Fatalities; Serious injuries; Damage to equipment or structures, Project delays; Financial losses.	H
Temporary works – Form work & support work	Temporary works; Defective or incorrect equipment use; Poor / no supervision; Incompetent personnel.	Falls from height; Collapse of temporary work; Overloading; Fatalities; Serious injuries; Financial losses; Equipment damage.	H
Protection of Public's Health and Safety	Unprotected works; Stockpiles;	Public persons accessing construction area, stockpiles and incomplete structures.; Fatality / Serious injury to public; Financial losses; Legal prosecution.	M

Activity	Associated Hazards	Associated Risks	Risk Rating High Medium Low
Use of explosives	Explosives; Flying debris	Fatalities; Serious injuries.	M
Demolition work	Demolition equipment Flying debris Explosives;	Fatality; Serious Injuries; Damage to equipment; Damage to public assets	H
Work adjacent to public property	Construction plant and equipment; Excavation activities; Demolition activities;	Injury to public persons; Damage to public property and assets;	H
Protection of public H&S	Unprotected temporary works; Stockpiles; Incomplete structures.	Public persons accessing construction area, stockpiles and incomplete structures. Fatality / Serious injury to public persons	H
Welfare facilities – drinking water; eating facilities; sanitary facilities	Water not suitable for human consumption; Shortage of water; Hazardous substances; Unsafe or unhygienic facilities; Environmental impact.	Serious health effects; Dehydration; Environmental pollution; Covid-19.	M
Working in the environment	Bees; Snakes; Spiders; Lighting; Strong winds; Heavy rain; Hot/cold conditions; Equipment used not sanitised; Lack of Covid-19 screening protocols.	Poisoning; Fatality / Serious health effect; Electrical shock / burns; Personal Injuries; Slips; Drowning; Heat exhaustion; Dehydration; Covid-19.	M
	Hazardous biological agents	Serious health effects; Fatality; Pandemic; Epidemic	M

b) **Daily Site Attendance Register**

The Principal Contractor shall keep a daily site register so as to be able to identify the entire Contractors personnel on site in case of an emergency or evacuation situation. The attendance register must include permanent as well as temporary workers working on the site.

All contractors shall report to security/reception upon arrival at site. The Principal Contractor will only grant first time access to work on the site if all required documentation has been provided by the contractor and has been approved by the Principal Contractor.

All site visitors, suppliers and any new contractors shall report to security/reception upon arrival at site. All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers.

c) **Emergency Numbers / Emergency Evacuation**

A list with emergency numbers must be readily available to first aiders and supervisors. Emergency numbers must be site specific and must display the nearest emergency facilities.

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in The Principal Contractor's OH&S plan and communicated as part of induction training. It is the responsibility of the first aid worker, together with the construction supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

The Principal Contractor must implement an emergency evacuation procedure on site to ensure that in case of an emergency, all staff will leave their place of work when the emergency siren is sound and proceed to the designated emergency assembly point. The emergency assembly point at the site office must display the sign "Emergency Assembly Point".

An evacuation route diagram must be displayed and visible at strategic points in the site office buildings and on notice boards.

All staff working on site must be given awareness training on the emergency evacuation procedure and evacuation drills must be exercised to ensure all staff know the correct procedure to follow in case of an emergency.

d) **Site Security**

Certain areas where work must be carried out, is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Principal Contractor must, as far as reasonably possible, anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:

- Unrests,
- Violent Demonstrations,
- Theft,
- Injury to staff due to 3rd party actions.

The Principal Contractor must, when work is to be carried out in the above-mentioned areas, make provision for security services to accompany site staff during the execution of their work, as The Principal Contractor is responsible for the Health, Safety and Security of his own staff. The provision for security services must form part of The Principal Contractors tender.

e) **Personal Protective Equipment**

Comply with General Safety Regulations, Section 2

The Principal Contractor shall identify the hazards in the workplace and follow the hierarchy of controls to prevent incidents. Where possible, hazards must be eliminated or, where impracticable, mitigate the hazards through implementing control measures. Where mitigated hazards still pose a risk to the health and safety of workers, take steps to protect workers and make it possible for them to work safely and without risk to their health under the hazardous conditions, by wearing personal protective equipment and clothing.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigate hazardous situations before the wearing of PPE is considered. The hierarchy of hazard control must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

- Elimination
- Passive Controls
  - Substitution – Using a cherry picker or man-lift instead of a ladder.
  - Engineering Controls – Installing barrier railings; Installing stairs instead of using vertical ladders.
- Active Controls
  - Administrative policies and procedures

- Personal protective equipment

Where it is not possible to create an absolutely safe and healthy workplace, the Principal Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the Principal Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the DSTI and Toolbox Talk meetings.

The Principal Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on site. Any person found not wearing a reflective jacket on site must be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are ineffective must immediately be replaced by The Principal Contractor.

f) **Site Supervision**

Comply with Construction Regulation, Section 8.

The Principal Contractor shall appoint a competent Construction Manager who shall be responsible for the construction activities and for ensuring occupational health and safety compliance on the construction site.

g) **Working in Elevated Positions**

Comply with Construction Regulation, Section 10

The Principal Contractor shall ensure that a fall protection plan, developed by a competent person who is designated as the Fall Protection Plan Developer, is available on site and understood by all employees who will be working in elevated positions.
All employees working in elevated positions shall protected themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a life-line or other approved and anchor point indicated in the fall protection plan.

In addition to obvious elevated work activities, work activities which include:

- Working on the edge of an excavation where there is a risk of falling into the excavation; or
- Work on the edge of a vertical drop where there is a risk of falling;

shall be considered work in elevated positions and Section 10 of the Construction Regulations must be adhered to at all times. The hierarchy of controls must be implemented when such activities are carried out. As a minimum the employee must wear PPE as identified in the risk assessment, which shall include a full body harness.

h) **Structures**

Comply with Construction Regulations, Section 11.

The Principal Contractor shall ensure that all practicable measures are taken to prevent the uncontrolled collapse of new or existing structures or any part thereof, which may become

unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure may be loaded in a manner which would render it unsafe.

When a structure is of temporary nature, all conditions as required by the Construction Regulations Section 12 - Temporary Works, must also be complied with.

i) **Excavations**

Comply with Construction Regulations, Section 13

The Principal Contractor shall ensure that all excavations are carried out under the supervision of a competent person who has been appointed in writing as Excavation Supervisor.

The Principal Contractor must evaluate the stability of the ground before excavation work begins as well as during excavation work.

Excavations must be barricaded to prevent unauthorized access.

Material removed from excavations, as well as heavy machinery and construction vehicles, must not be closer than 1 meter to the edge of the excavation, to prevent additional loads on the excavation edge, which could cause cave-ins, to prevent construction vehicles from falling into the excavation and to prevent the accumulation of carbon monoxide gas inside the excavation.

The principal contractor and its contractors must cause every excavation which is accessible to the public or which is adjacent to the public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –

- Adequately protected by a barrier or fence and as close to the excavation as is practicable; and
- Provided with warning illuminants or any other boundary indicators that are clearly visible at night or when visibility is poor.

People working in the excavation must be adequately protected from cave-ins, by means of protection systems such as trench boxed and shielding and must have a safe means of access into the excavation and egress from the excavation.

j) **Scaffolding**

Comply with Construction Regulations, Section 16, General Safety Regulations, Section 6 and SANS 10085 – The Design, erection, use and inspection of access scaffolding

The Principal Contractor shall appoint a competent person in writing as scaffolding Supervisor. Scaffolding Inspectors and Scaffolding Erectors must be trained and found competent to carry out scaffolding work. It is important to note that only competent scaffold erectors are allowed to build the scaffolding. The scaffold inspector is not allowed to build the scaffold with the scaffold erector team.

Scaffolding shall be erected according to SANS 10085 and shall be tagged “Unsafe for use” while it is being build and “Safe for Use” after inspection indicated that the scaffold is safe to use. The inspection of the scaffold shall be in writing and proof thereof shall be available for any user of the scaffold as well as for audit purposes.

Scaffold left erected while The Principal Contractor is not in attendance, must be tagged with a “Not Safe for Use” tag and all reasonably practicable measures must be taken to prevent unauthorised access to the scaffold.

Scaffold must be inspected by the competent scaffold inspector on completion of the scaffold build, weekly thereafter or following severe weather conditions.

Hazards such as overhead power lines must be identified before the scaffold is build and must be reflected in the risk assessment.

When using mobile scaffold, employees and materials must be removed from scaffold before moving the mobile scaffold. Hazards such as overhead power lines must be identified before moving mobile scaffold and must reflect in the risk assessment.

k) **Suspended Platforms**

Comply with Construction Regulation, Section 17, SANS 10295-2 - Suspended access equipment Part 2: Temporary suspended platforms (TSPs)

All suspended platform work must be carried out under the supervision of a competent appointed Suspended Platform Supervisor. Suspended platform erectors, operators and inspectors must be competent.

The Principal Contractor must be in possession of a certificate of design for the use of the suspended platform system.

l) **Cranes**

Comply with Construction Regulation, Section 22, Driven Machinery Regulation, Section 18.

Crane operators must be trained and found competent to operate the particular type of lifting machine and have a valid operator's card. The crane operator must be in possession of a valid medical certificate of fitness, issued by an occupational health practitioner.

The wind factor should always be taken into consideration when operating cranes and a wind speed device must be fitted so that it provides the operator with an audible warning when the speed exceeds the safe lifting speed. Upon noticing that the wind speed is equal or more than the specified speed limit, the operator should stop immediately.

m) **Construction Vehicles & Mobile Equipment**

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile equipment and must be in possession of an operator's card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile equipment.
All construction vehicles operating on a public road, must be roadworthy, licenced and when operated on a public road, comply with the National Road traffic Act.

n) **Electrical Equipment**

Comply with Construction Regulations, Section 24.

The Principal Contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site.
The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes.
The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injury may be possible from touching the electrical cables with the crane boom, or from arching when the crane boom comes too close to the electrical cable.
All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site.
Electrical machinery and extension cords must be is a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

Comply with Electrical Installation Regulations.

All electrical installations shall be inspected and approved by an accredited electrical inspector and a valid Certificate of Compliance must be issued for the installation.
All electrical installations carried out on site (permanent and temporary) must be in accordance and comply with the Electrical Installation Regulations.
All power supplies and generating units must be fitted with a functional earth leakage device.

o) **Temporary Storage of Flammable Liquids**

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4

The Principal Contractor must ensure storage areas of flammable liquids are well ventilated and "No Smoking" signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Principal Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

p) **Water Environments**

Comply with Construction Regulation, Section 26.

The Principal Contractor must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.
When working next to a river, the Principal Contractor shall put a system in place to monitor the river water level in order to evacuate employee in case of a flood.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

q) **Housekeeping**

Comply with Construction Regulation, Section 27, Environmental Regulations for Workplaces, Section 6(3).

The Principal Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed as soon as practicable.

r) **Stacking & Storage of Material, Plant & Equipment**

Comply with Construction Regulations, Section 28 and General Safety Regulations, Section 8.

The Principal Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site.

Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

Items removed from a stack shall only take place from the topmost layer of the stack.

Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations.

Unstable stacks must be broken down immediately.

s) **Fire Precautions**

Comply with Construction Regulation, Section 29.

The Principal Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations and a sufficient number of firefighters must be available, which must be trained in the use of it.

t) **Intoxicating Liquor and Drugs**

Comply with General Safety Regulations, Section 2A.

The principal Contractor must compile a Substance Abuse Policy, which must be communicated to all employees. This policy should form part of the induction material for employees as well as visitors.

The Substance Abuse Policy should set the limit for intoxication to zero in order to complement a vision of zero tolerance.

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, shall not be allowed onto the premises and/or must be removed from the premises.

The Principal Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Principal Contractor shall ensure that employees taking prescription medicine informs the Principal Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working with, or in close proximity to the employee.

u) **Confined Space Work & Tunnelling**

Comply with Construction Regulation, Section 15 and General Safety Regulations, Section 5.

The Principal Contractor shall ensure that only authorized persons enter confined spaces.

An entrance log must be kept to ensure people are not left inside the confined space. Adequate air monitoring must be carried out before entering the confined space. When air monitoring indicated the oxygen to be less than 20% by volume, the confined space must be purged and ventilated to obtain a safe atmosphere or self-contained breathing apparatus must be used.

v) **Site Services**

The Principal Contractor shall provide and maintain on the site adequate facilities for employees to use, which must be serviced and kept sanitary and hygienic at all. The following site services should be taken not of:

i) <u>Drinking Water</u>

The Principal Contractor must ensure that an adequate supply of potable drinking water is available for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Where water is unsafe for human consumption, it must be so indicated by means of adequate signage.

ii) <u>Accommodation</u>

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee's accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

iii) <u>Sanitary Facilities</u>

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee's sanitary facilities. Sanitary facilities must be positioned in close proximity of the work area. Sanitary facilities must be serviced regularly and kept in a clean and hygienic condition.

w) **Traffic Accommodation**

The Principal Contractor must develop a clear Traffic Management Plan, which must be approved by the Engineer. Traffic must be organized and controlled in accordance to the Traffic Management Plan and any work area must have adequate signage, signaling or other control arrangements to guard against the dangers relating to the movement of vehicles. Where reasonably practicable, solid barriers must be placed between workers and traffic passing by.

When the Principal Contractor is executing night work, permission should be obtained from the Engineer. The Principal Contractor must put in place visible or reflective signs that can be seen by motorist at a distance. If a stop and go method is used flag persons must be properly trained on how to control the traffic.

x) **Dealing with Transmittable Diseases**

The Principal Contractor needs to comply with Section 8 of the Occupational Health and Safety Act, taking into consideration transmittable diseases.
The Health and Safety Plan must include the planning for dealing with transmittable diseases and must include the following as a minimum:

- Method of transmission
- Risk of transmission
- Control or mitigation measures to minimize the risk of transmission.

PART C4: PROJECT INFORMATION

PART C4: PROJECT INFORMATION

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Information Only

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

C4.1 DESCRIPTION OF THE WORKS

The 7m wide single carriageway extends from the Daviesville / Botlokwa intersection in the south-east to the R36 / N1 intersection in the north-west.

Located in the Limpopo Province, it traverses two local municipalities, Molemole (Capricorn District) and Makhado (Vhembe District), with the boundary at approximately km 7.6.

The pro-active preventative measures proposed for implementation will ensure at least a 10-year project design life is achieved in line with a periodic maintenance strategy.

The road is classified as a Class B road for pavement design purposes.

Thornthwaite's Moisture Index is -20 to 0 (dry sub-humid) and Weinert's N between 2 and 5, therefore moderate climate region.

Visually, the pavement is generally in an acceptable condition, with evidence of maintenance activities (patching and edge break repair) having been undertaken over the lifetime of the pavement. Flushing and rutting are the predominant type of distress noted.

Deflection and profile data from surveys undertaken with SANRAL's TSD vehicle was used in the assessment of the existing pavement. The pavement behaviour is flexible to very flexible on a very stiff support.

24% of the project length has ruts exceeding 10mm ("warning" state) and 1% of the length has ruts exceeding 20mm ("severe" state). The rut data agrees with the findings of the visual survey. The data shows an increase in rut depth over time, the subbase layer is believed to be the main contributor.

The average of all IRI data is less than 3.5, therefore in a "sound" state. 4% of IRI data points are between 3.5 and 4.2 and therefore in a "warning" state, and 3% of IRI data points exceed 4.2 and therefore in a "severe" state. The data shows IRI remaining constant over time.

An intrusive pavement investigation was undertaken comprising excavation of 29 test pits, profiling, sampling and laboratory testing. DCP's were undertaken at each test pit and at 200m centres in-between.

The laboratory classification of material sampled during test pitting is typically

Base	G5
Subbase	G6
Selected	G6 to G8

A design equivalent materials classification (DEMAC) was derived in accordance with the classification system appended to the TG2 Manual (2020), with the results as follows:

Base	G4
Subbase	G4 to G5
Selected	G5
In-situ	Varying

10 Uniform sections were identified from the deflection data.

The SA Mechanistic-Empirical remaining life estimates show limited life with only one uniform section meeting 10-year requirements. The results of the visual survey suggest otherwise.

The Pavement Number remaining life estimates show adequate remaining life to all uniform sections.

C4.1.1 *ROADWORKS*

As this is a periodic maintenance contract of 15 months duration, 3 of which are the mobilisation period. The works comprise pro-active preventative maintenance and include the following :

a) Accommodation of Traffic

The two-lane configuration does not provide sufficient width to safely allow half of the roadway to be surfaced whilst the other half accommodates two-way traffic. Construction work will need to be undertaken under stop / go controls, with allowance for overnight closures.

There are intersections within the section of roadway under consideration. Stop / go controls will need to extend into the intersecting roads to allow construction work on the intersections.

The following traffic accommodation is envisaged, all according to the requirements of the latest revision of the Southern African Road Traffic Signs Manual (SARTSM):

- 60 km/h speed restriction in operating lane adjacent to work zone closure,
- Minimum lane width open to traffic of 3.2m,
- Maximum three number of closures of maximum 3km length, and
- Minimum distance of 3km between tapers of closures to allow traffic to normalise in between closures.

The above will allow the 18km project length to be split into 6 work zones of which either three or two may be closed to traffic at any time.

b) Drainage

The cross-drainage appears to be well maintained with little clearing / cleaning necessary.

Existing concrete lined drains are to be demolished and replaced at levels that facilitate drainage of the adjoining road surface. Concrete lining of existing unlined drains is not envisaged.

Shaping of existing unlined drains is required in places.

Existing subsoil drains are to be flushed and tested. These will be removed and replaced where necessary and where ordered by the engineer.

Allowance is made for the replacement of damaged concrete kerbing and drainage elements at the Botlokwa intersection.

c) Pavement Repair

Repairs to distressed areas (patching) will comprise milling / excavating existing pavement to approximately 40mm for asphalt surface patching, 80mm for asphalt base patching and 150mm for emulsion treated G2 (ETB) base patching.

Allowance is made for the reconstruction of approximately 500m of roadway extending from, and including, the Botlokwa intersection. A new 150mm G2 (ETB) base and 55mm asphalt surface with 14mm RIC's is specified.

All materials are to be imported from commercial sources.

d) Pre-treatment

Texture pre-treatment by means of a fine slurry (fine grade) will need to be applied, trafficked and allowed to cure prior to resurfacing. Allowance is made for a diluted fog spray to be applied prior to texture slurry.

The tack coat and cover spray (first and second binder application) will comprise of a homogenous modified binder (S-E1) and the fog to complete the seal (third binder application) will comprise of a diluted spray-grade emulsion.

Equivalent light vehicles (ELV's) were determined in accordance with TRH3 (2007), these are tabled below:

f) *Ancillary Works*

No ancillary works are envisaged.

C4.1.2 *STRUCTURAL WORKS*

a) *Culverts*

No work is envisaged on the existing culverts and no new culverts are required.

b) *Bridges*

No bridges are located within the project limits – no structural or bridge maintenance work is required.

C4.1.3 *MAINTENANCE WORKS*

Details of the Routine Road Maintenance Route Manager is included in A1.2.3.15 of Part C3: Scope of Works.

During the full period of this contract and resulting defects notification period, the contractor will be responsible for the correction of all latent defects to the surfaced roadway for the full extent of the site.

This will include areas where the contractor may not yet have worked and where repairs / maintenance to the roadway is required to ensure the safety of the travelling public. Such repairs will be undertaken on instruction of the engineer and completed within 24 hours of the instruction to do so. Payment items for these emergency repairs are included in Section 1500 of the Pricing Schedule. No payment will be made for repairing any damage to the new and existing road or temporary deviation caused by the contractor.

The routine road maintenance (RRM) contractor will continue to attend to all incidents and accidents that involve the general public in terms of SANRAL's Incident Management System. The contractor is to afford the RRM contractor all reasonable access to the site in order to fulfil his obligations in this regard.

The RRM may also undertake other activities along the existing road. Activities such as grass cutting, litter pick-up (other than in the vicinity of stop-go's) and culvert cleaning may be amongst the items that are undertaken by the RRM contractor. The contractor must therefore allow the RRM contractor to undertake specific activities and co-operate as needs be.

C4.2 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only.

The contractor will be supplied with one set of paper prints plus a CD containing all the construction documentation.

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

The levels given on bridge drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before he commences any structural construction work. It is the contractor's responsibility to check all clearances given on the drawings and to inform the engineer of any discrepancies.

C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

The contractor shall provide a suitable site for his camp, his offices and that of the engineer, and for accommodating his labourers.

The contractor is to make his own arrangements concerning the supply of uninterrupted electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C4.4 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the contractor to work within confined areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No extra payment will be made nor will any claim for additional payment be considered in such cases. (Refer to standard specification sub-clause C1.1.3.2(b)).

C4.5 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental management plan in terms of Section C1000 Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Section C of the Scope of Works. Where the contractor fails to adhere to these requirements the specifications in Section C of the Scope of Works provide the methodology and cost liability of remedy.

C4.6 TRAFFIC

The travelling public will have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Traffic accommodation signage set-up and positioning of closures must recognise the sight distances associated with the existing geometric alignment. Travelling public must have adequate time to react to signage at road closures.

The traffic data discussed below is captured at secondary (temp) station on the R36 Section 9, near the N1 intersection (Site No. 19168, km 17.56). The is no other count data for this route.

The annual average daily traffic (ADT) and annual average daily truck traffic (ADTT) figures for years 2015, 2017 and 2019 are tabled below.

Table 4.6.1 : Traffic Data

Year	ADT	ADTT
2015	1,049	262
2017	1,034	209
2019	1,086	215

2015 data represents a period from May to June, 2017 data from February to March, and 2019 data for January. Seasonal fluctuations are likely.

The following is extracted from the station traffic highlights for the 2019 count. The count data does not provide insight into the direction of loaded vs unloaded traffic.

- ADT is 1,086
- ADTT is 215 (comprising 19.9% of ADT)
- Short:Medium:Long heavy vehicle split is 42:16:42
- Estimated E80's per truck is 2.15 (as provided with the count data from SANRAL's service provider)
- Directional split is 49% northbound : 51% southbound

Growth rates of 1.5% (low), 2.5% (medium) and 3.5% (high) were adopted for the ADT figures to establish base-year ADT for calculating ELV's.

Growth rates of 1.0% (low), 1.5% (medium) and 2.0% (high) are applied to the ADTT figures to establish base-year ADTT for calculating ELV's and pavement class.

For a base year of 2024 (construction completed),

- ADT (low) is 1,170, ADT (medium) is 1,229 and ADT (high) is 1,290.
- ADTT (low) is 226, ADTT (medium) is 232 and ADTT (high) is 237.

Applying estimated seasonal peak factors, base year figures are,

- ADT (low) is 1,215, ADT (medium) is 1,276 and ADT (high) is 1,340.
- ADTT (low) is 274, ADTT (medium) is 281 and ADTT (high) is 288.

On this section of the R36, lane widths are approximately 3.5m and shoulders are gravel, so traffic is very likely to be channelised (limited opportunity to 'wander'). In this instance, SABITA Manual 40 recommends adding 20% to the calculated ELV's to accommodate channelising.

Based on the above low, medium, and high projected figures, ELV's for seal design purposes is tabled below.

Table 4.6.2 : ELV's

Scenario	No seasonal peak factor applied (ELV)	Seasonal peak factor applied (ELV)	Add 20% for channelising (ELV)
Low	5,206	6,215	7,458
Medium	5,352	6,386	7,663
High	**5,500**	**6,561**	**7,873**

Without knowing the original construction date of the road, or the date of pavement rehabilitation (if any), determining past loading is not possible.

Based on the low, medium, and high projected traffic volumes given in Section **Error! R eference source not found.**, cumulative E80's (MESA) for a ten-year design life from a 2024 base year are tabled below.

Table 4.6.3 : Future loading

Scenario	No seasonal peak factor applied (MESA)	Seasonal peak factor applied (MESA)
Low	2.912	3.534
Medium	3.056	3.672
High	**3.145**	**3.817**

The high scenarios, with seasonal peak and channelising is applicable on this project.

C4.7 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON

The South African National Roads Agency SOC Limited is committed to the implementation of Government's policies and in turn expects the same from its contractors. Accordingly, it

is a requirement of this project that tenderers are familiar with the specifications that relate to the transformation of the construction industry through the following:

(i) adherence to the policies of the Reconstruction and Development Programme and other similar Government initiatives,
(ii) employment and/or creation of Targeted Enterprises,
(iii) arrangement of generic skills, engineering skills and entrepreneurial skills training programmes for which provision has been made in the Pricing Schedule,
(iv) construction using labour maximisation principles and,
(v) active participation with community-based structures.

Tenderers should note that liaison with Community Stakeholders via active participation with the Project Liaison Committee, as well as employment of people from within the community, are essential parts of the project. A provisional sum to cover costs incurred by members of the community in the liaison process has also been included in the Pricing Schedule.

Section D of the Scope of Works covers the contractor's requirements in detail, as well as defining the targets that comprise the Contract Participation Goal (CPG).

C4.8 CLIMATE

C4.8.1 *TEMPERATURE*

The spring and summer months of September to February are the hottest, with average maximum daily temperatures of 25ºC to 26ºC. The average maximum recorded temperature is 34ºC, occurring in October, and November.

The winter months of June and July are coldest, with average minimum daily temperatures of 8ºC. The average minimum recorded temperature is 4ºC, also occurring in June and July.

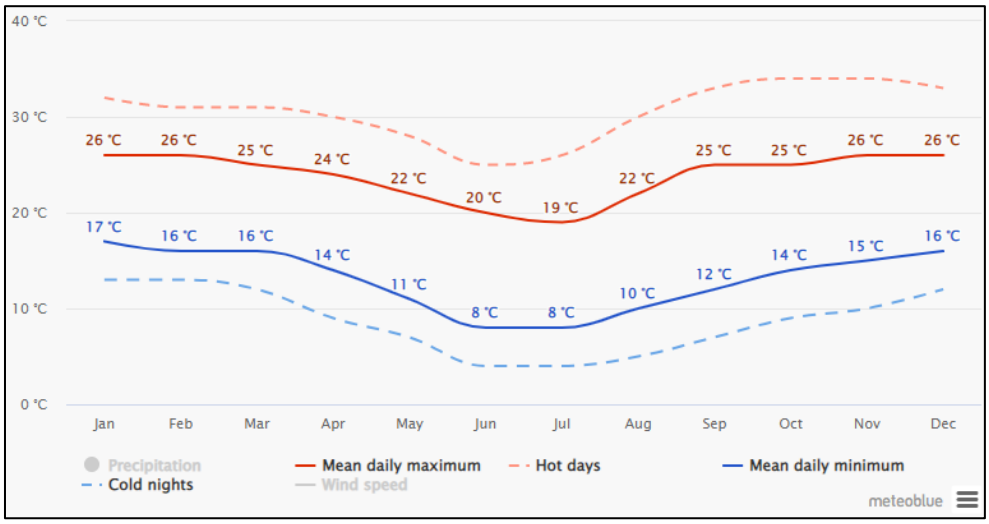


Figure 4.8.1 : Temperature Records for Morebeng

C4.8.2 *RAINFALL*

The project area receives most of its annual rainfall in the months of November, December and January, and very little rainfall in the months from May to August.

Mean Annual Precipitation (MAP) is 619mm.

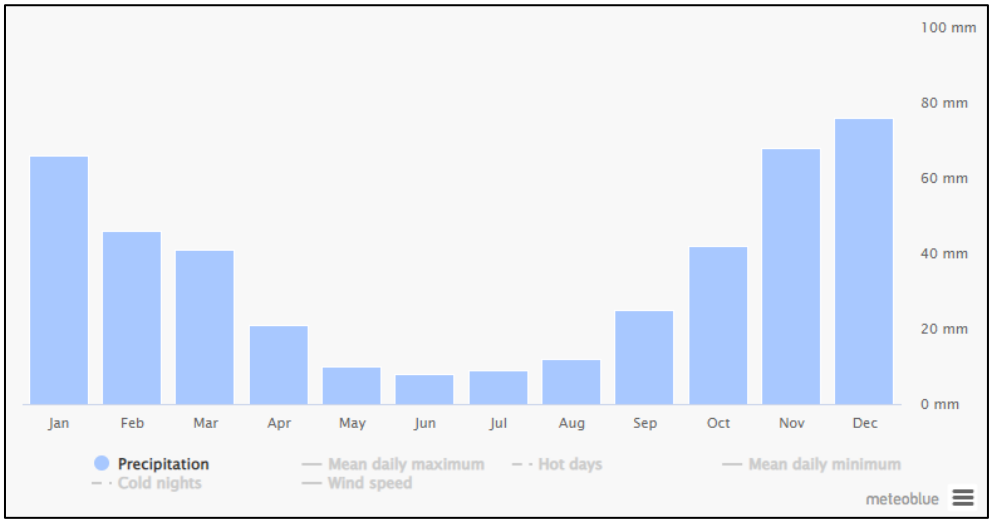


Figure 4.8.2 : Rainfall records for Morebeng

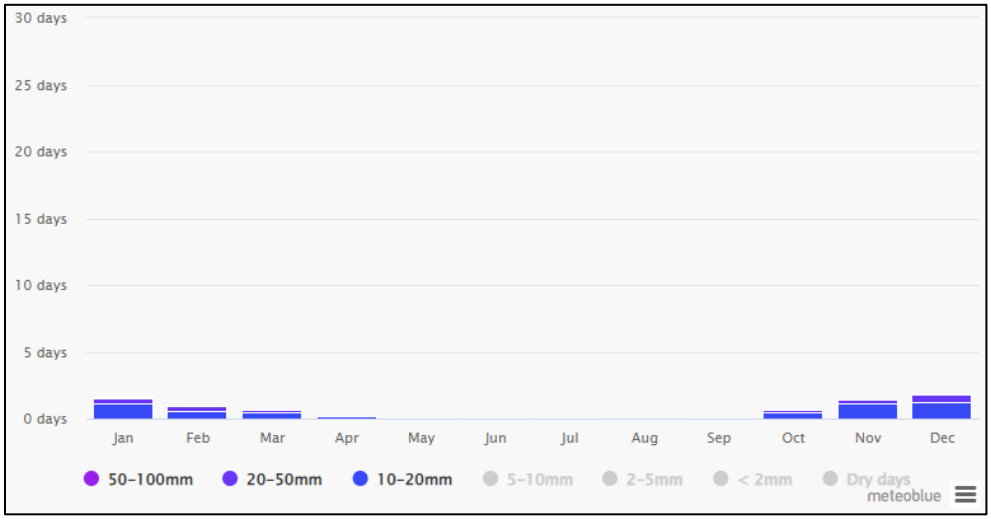


Figure 4.8.3 : Raindays (rainfall > 10mm)

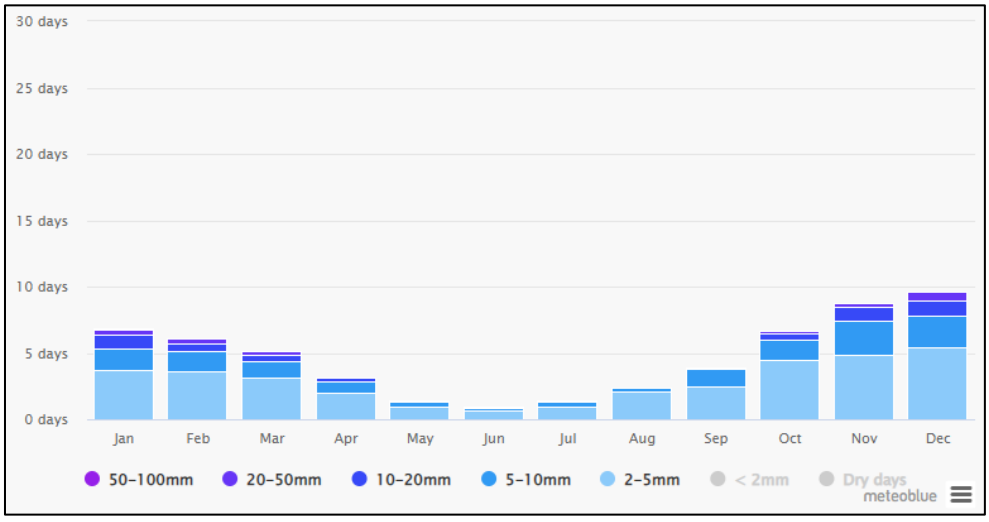


Figure 4.8.4 : Raindays (rainfall > 2mm)

The average number of days where rain exceeding 2mm, and exceeding 10mm, was recorded are shown graphically in Figure 4.8.3 and Figure 4.8.4 above and tabulated below (Table 4.8.1).

Table 4.8.1 : Raindays

Month	Raindays where rainfall > 2mm	Raindays where rainfall > 10mm
January	6.9	1.6
February	6.1	1.0
March	5.1	0.7
April	3.1	0.2
May	1.4	0.0
June	1.0	0.0
July	1.4	0.0
August	2.4	0.0
September	2.9	0.0
October	6.7	0.7
November	7.8	1.4
December	9.6	1.8

C4.8.2 *WIND*

Prevailing wind direction is generally west to east / north-west to south-east.

The spray flares on binder distributors when constructing surfacing seals are negatively impacted when wind speeds exceed 30km/h. Average number of days where wind speed exceeds 28km/h are shown in Figure 4.8.5 and Table 4.8.2 below.

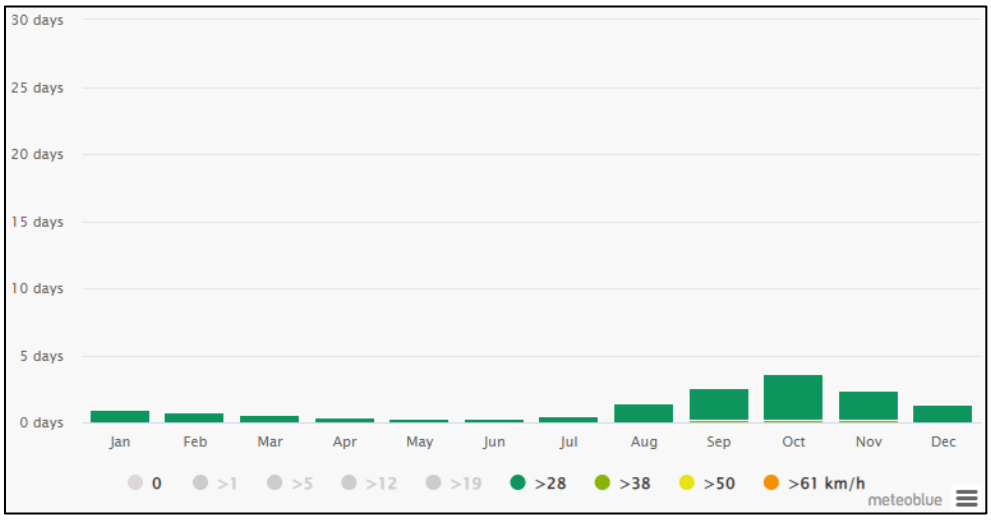


Figure 4.8.5 : Wind days (wind speed > 28km/h)

Table 4.8.2 : Wind days

Month	Days when wind speed > 28km/h
January	1.0
February	0.8
March	0.6
April	0.4
May	0.3
June	0.3
July	0.5
August	1.4
September	2.6
October	3.6
November	2.4
December	1.3

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

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements.

Section E1018 of Part C3 lists project specific risks.

C4.10 SAFETY PROCEDURES

Attention to detail with regard to traffic accommodation signage and closure set-ups is essential to ensure safety of people employed on the project and of the travelling public.

Cases of robbery at stop / go's have been reported on similar SANRAL projects.

The contractor is reminded of his responsibility under Sub-clause 4.8 (as amended) of the conditions of contract regarding safety procedures.

C4.11 OTHER INFORMATION

C4.11.1 *VISUAL DEFECT ASSESSMENT*

A walk-over visual assessment in accordance with TMH9 was in February 2022.

A summary of the findings is shown on the strip maps included as Appendix 3.

C4.11.2 *INSTRUMENT MEASUREMENTS*

Roughness (IRI), rutting and mean profile depth was recorded in March 2021.

IRI data is included graphically as Appendix 4.

Rut data is included graphically as Appendix 5.

The project length was seperated into 3 uniform texture sections, with the detail tabled below. Volumetric texture depth is 1.35 times the mean profile depth. The texture data is also included graphically as Appendix 6.

Table 4.11.1 : Texture depth

Uniform Section	End km	Length	Lane 1		Lane 2	
			Average Mean Profile Depth (mm)	Average Vol. Text. Depth (mm)	Average Mean Profile Depth (mm)	Average Vol. Text. Depth (mm)
1	4.2	4.20	1.9	2.6	1.8	2.5
2	15.8	11.6	2.5	3.3	2.4	3.2
3	17.85	2.05	2.2	2.9	2.3	3.1

C4.11.3 *TOPOGRPAHY*

This section of the R36 generally follows a watershed, while traversing valleys in upper catchment areas, resulting in a rolling-hill terrain.

The maximum slope is approximately 6.6%, with an average slope of 2.1%.

The grade of between 6% and 8% will impact on the seal type selection. In addition, if heavy vehicle speeds are reduced, binder application rates for the resurfacing may need adjusting in accordance with Sabita Manual 40.

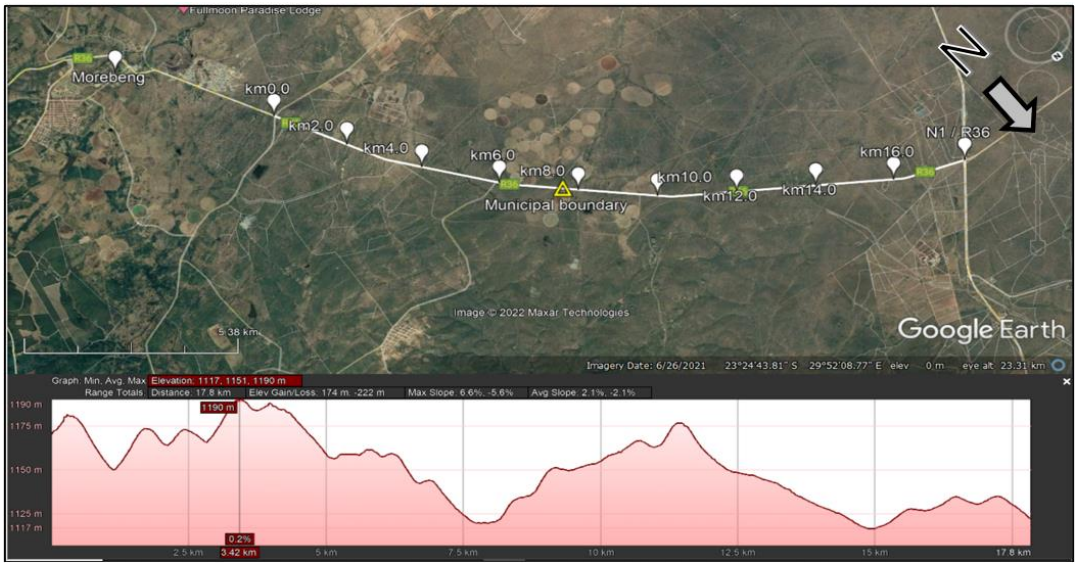
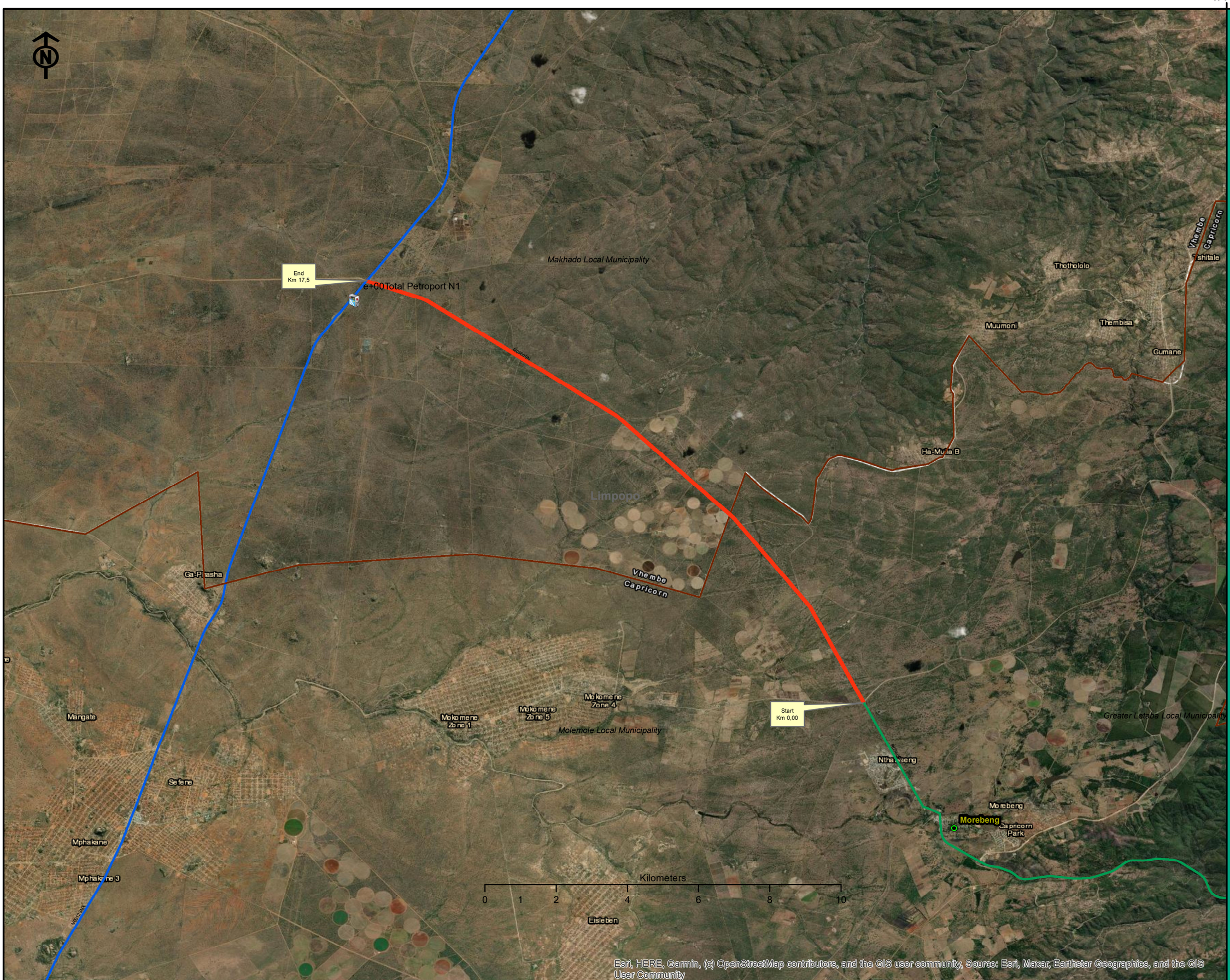


Figure 4.11.1 : Road Profile

C4.12 APPENDICES

Appendix 1:	Locality Plan
Appendix 2:	Traffic Data
Appendix 3:	Strip Maps, including Summary of TMH9 Visual Assessment
Appendix 4:	Roughness Data
Appendix 5:	Rutting Data
Appendix 6:	Texture Depth Data
Appendix 7:	Dispute Adjudication Agreement
Appendix 8:	Imported content
Appendix 9:	CPG Plan Format
Appendix 10:	SANRAL Project Liaison Committee Guidelines
Appendix 11:	Proforma subcontract document for Targeted Enterprises

APPENDIX 1: LOCALITY PLAN



SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
Reg.No.1998/009584/30
BUILDING SOUTH AFRICA THROUGH BETTER ROADS

ROUTINE ROADS MAINTENANCE

Project Number
R.036-090-2020/1

Resurfacing the Road

R036 Section 9

Km 0,00 to N1

Date: 2023/02/16

POI
Towns
Project Road
NRA_Regional_Roads
NRA_National_Roads
Municipal Boundary
World Boundaries and Places

Disclaimer Statement: SANRAL shall not be responsible for the accuracy or completeness of the data presented herein.

APPENDIX 2: TRAFFIC DATA

Station Information

Site Number	19168	**Site Identifier**	25421
Site Name	Capricorn		
Site Description	Between Louis Trichardt and Mooketsi		
Site Type	Secondary (Temp)	**Owner**	SANRAL
Physical Lanes	2	**Responsibility**	NON-TOLL
Logical Lanes	2	**Installation Date**	2015-05-20
GPS Longitude	29.78558	**Termination Date**	
GPS Lattitude	-23.35844	**Status**	In Use
Region	North	**Companion Site**	
Road	R036	**Speed Limit**	80
Route	R036	**Count Type**	Normal Traffic Counting Station
Section	09	**Distance**	17.56
Authority	SANRAL	**Contract No**	NRA 53000/141/1
Contract Org	TES Trust	**Station History Type**	Full Site
System Type	C1		

Lane No	Lane Description	Stream No	Stream Description	Direction	Reverse Lane No	Pos
1	To Louis Trichardt	1	To Louis Trichardt	North	2	1
2	To Mooketsi	2	To Mooketsi	South	1	1

PHOTO



Direction 1

To Louis Trichardt

PHOTO



Direction 2

To Mooketsi

PHOTO



As Built

Traffic Highlights of Site: Capricorn (19168)	
Site No	19168
Site Name	Capricorn
Site Description	Between Louis Trichardt and Mooketsi
Road Description	Route : R036 Section : 09N Distance : 17.56 km
GPS Position	Latitude: -23.35844 Longitude: 29.78558
Number of Lanes	2
Station Type	Secondary (Temp)

Requested Data Period	01 Jan 2019 - 31 Dec 2019
First and Last Data Dates	07 Jan 2019 - 25 Jan 2019
Data Available for Requested Period as Percentage	5%

Last Full Day Count for ADT and ADTT	24 Jan 2019
Number of Full Days in Requested Period	17

Highlights per Stream		Str 1: To Louis Trichardt	Str 2: To Mooketsi	Value
1.1	Total Number of Vehicles	9,523	10,017	19,540
1.2	Average Daily Traffic (ADT)	530	556	1,086
1.3	Average Daily Truck Traffic (ADTT)	103	112	215
1.4	Percentage of Trucks	19.5 %	20.3 %	19.9 %
1.5	Truck Split % (Short : Medium : Long)	43 : 17 : 40	42 : 15 : 43	42 : 16 : 42
1.6	Percentage of Night Traffic [20h00 - 6h00)	12.6 %	12.3 %	12.4 %
2.1	Speed Limit			80
2.2	Average Speed (km/hr)	80.3	64.2	72.3
2.3	Average Speed - Light Vehicles (km/hr	85.1	68.2	76.7
2.4	Average Speed - Heavy Vehicles (km/hr)	66.1	51.5	58.8
2.5	Average Night Speed (km/hr)	74.8	61.0	67.9
2.6	15th Centile Speed (km/hr)	63.3	50.3	56.8
2.7	85th Centile Speed (km/hr)	102.7	83.0	92.9
2.8	Percentage of Vehicles in Excess of Speed Limit	76.8 %	58.8 %	67.8 %
3.1	Percentage Vehicles in Flows Over 600 (vehs/hr)	0 %	0 %	0.00%
3.2	Percentage of Vehicles less than 2s behind vehicle ahead	0 %	0 %	0 %

4.1	Total Number of Heavy Vehicles	1,861	2,033	3,894
4.2	Estimated Average Number of axles per Truck	4.5	4.6	4.6
4.3	Estimated Truck Mass (Ton/Truck)	26.0	26.4	26.2
4.4	Estimated Average E80 / Truck	2.1	2.2	2.15
4.5	Estimated Daily E80 on the Road			478.0
4.6	Estimated Daily E80 in the North Direction			685.0
4.7	Estimated Daily E80 in the South Direction			749.0
4.8	Estimated Daily E80 in the Worst North Lane			685.0
4.9	Estimated Daily E80 in the Worst South Lane			749.0
5.1	ASSUMPTION on Axles/Truck (Short:Medium:Long)			(2.0 : 5.0 : 7.0)
5.2	ASSUMPTION on Mass/Truck (Short:Medium:Long)			(10.9 : 31.5 : 39.8)
5.3	ASSUMPTION on E80s/Truck (Short:Medium:Long)			(0.5 : 2.1 : 3.9)

Traffic Volumes		Date and Time	Value
6.1	Highest Volume on the Road (vehs/hr)	18 Jan 2019 (17:00 - 18:00)	118
6.2	Highest Volume in the North (vehs/hr)	11 Jan 2019 (15:00 - 16:00)	66
6.3	Highest Volume in the South (vehs/hr)	22 Jan 2019 (15:00 - 16:00)	62
6.4	Highest Volume in a Lane (vehs/hr)	11 Jan 2019 (15:00 - 16:00)	66
6.5	15th Highest Volume on the Road (vehs/hr)	07 Jan 2019 (12:00 - 13:00)	96
6.6	15th Highest Volume in the North Direction (vehs/hr)	17 Jan 2019 (09:00 - 10:00)	51
6.7	15th Highest Volume in the South Direction (vehs/hr)	19 Jan 2019 (12:00 - 13:00)	52
6.8	30th Highest Volume on the Road (vehs/hr)	22 Jan 2019 (11:00 - 12:00)	89
6.9	30th Highest Volume in the North Direction (vehs/hr)	09 Jan 2019 (08:00 - 09:00)	45
6.10	30th Highest Volume in the South Direction (vehs/hr)	11 Jan 2019 (14:00 - 15:00)	47

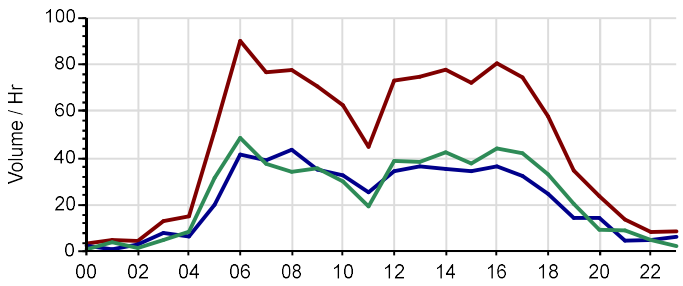
Station Typical Flow Graphs

Site	19168 - Capricorn
Region	North
Actual Period	07 Jan 2019 - 25 Jan 2019
Classification	RSA Ext Lgt/Hvy
Day Type	Normal Day & Fixed Public Holiday+

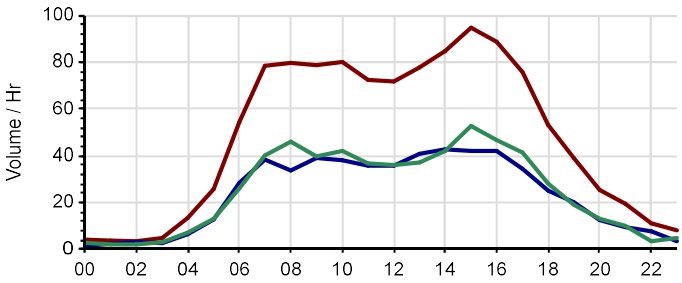
Total
To Louis Trichardt
To Mooketsi

Total
Light
Heavy

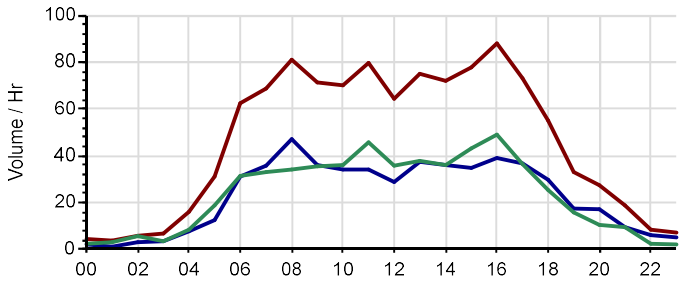
Typical Flow for a Monday



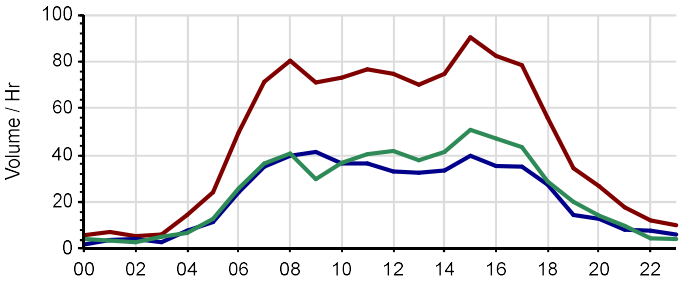
Typical Flow for a Tuesday



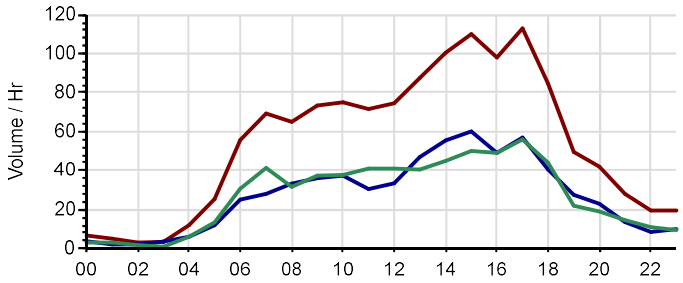
Typical Flow for a Wednesday



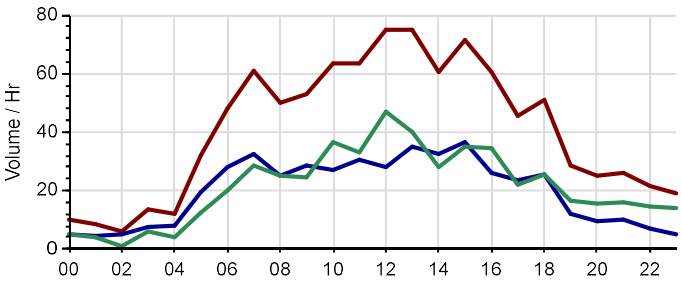
Typical Flow for a Thursday



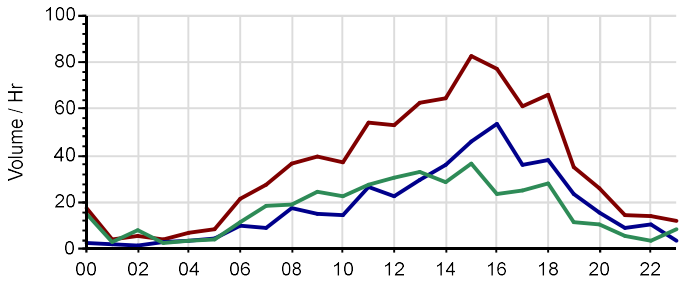
Typical Flow for a Friday



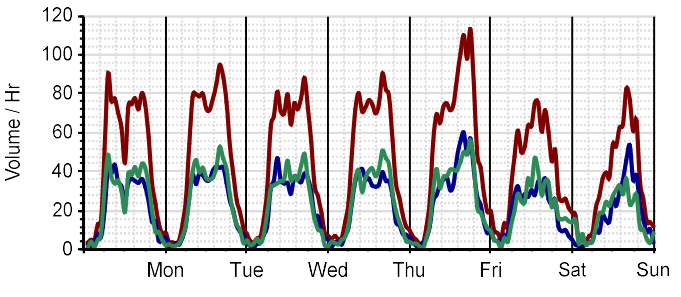
Typical Flow for a Saturday



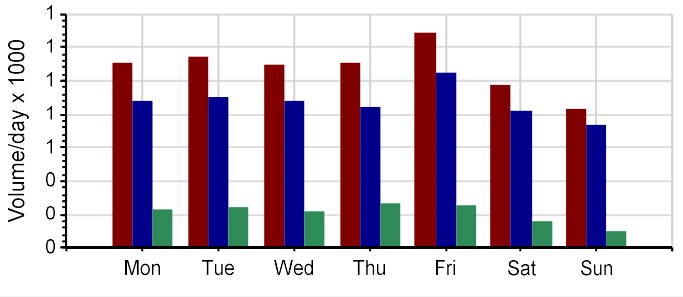
Typical Flow for a Sunday



Typical Flow for a Week



Typical Flow for a Week

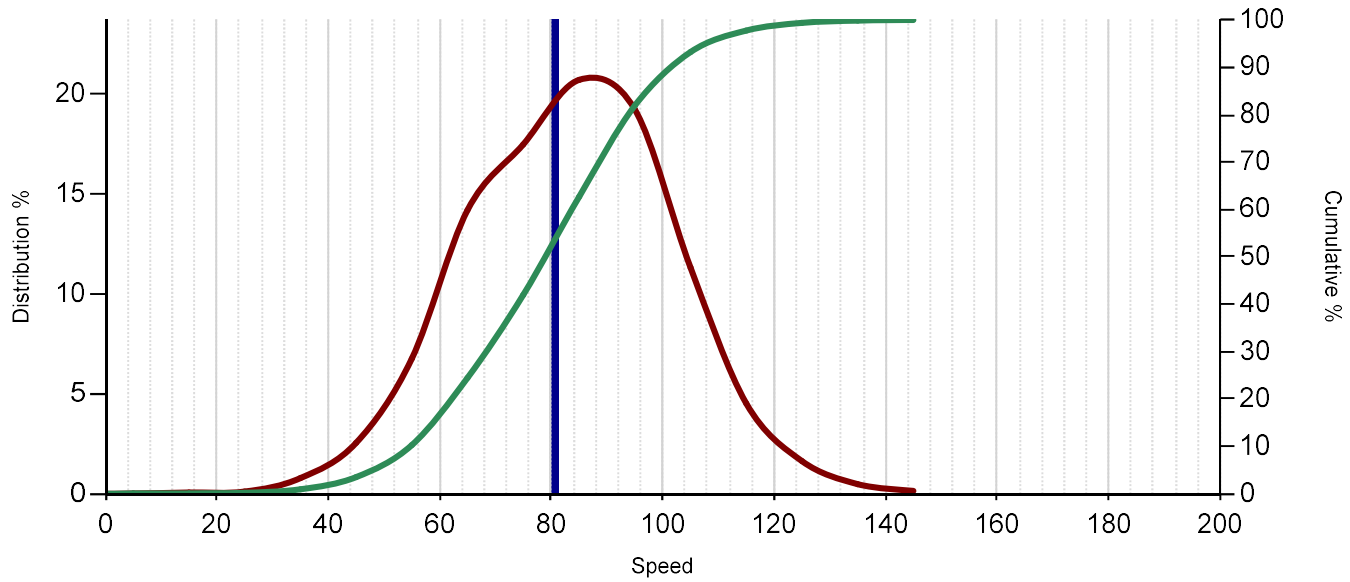


Station Speed Distribution

Site	19168 - Capricorn
Speed Limit	80 km/hr
Period	01 Jan 2019 - 31 Dec 2019

Distribution
Cumulative
Speed Limit

Lane 1 - To Louis Trichardt

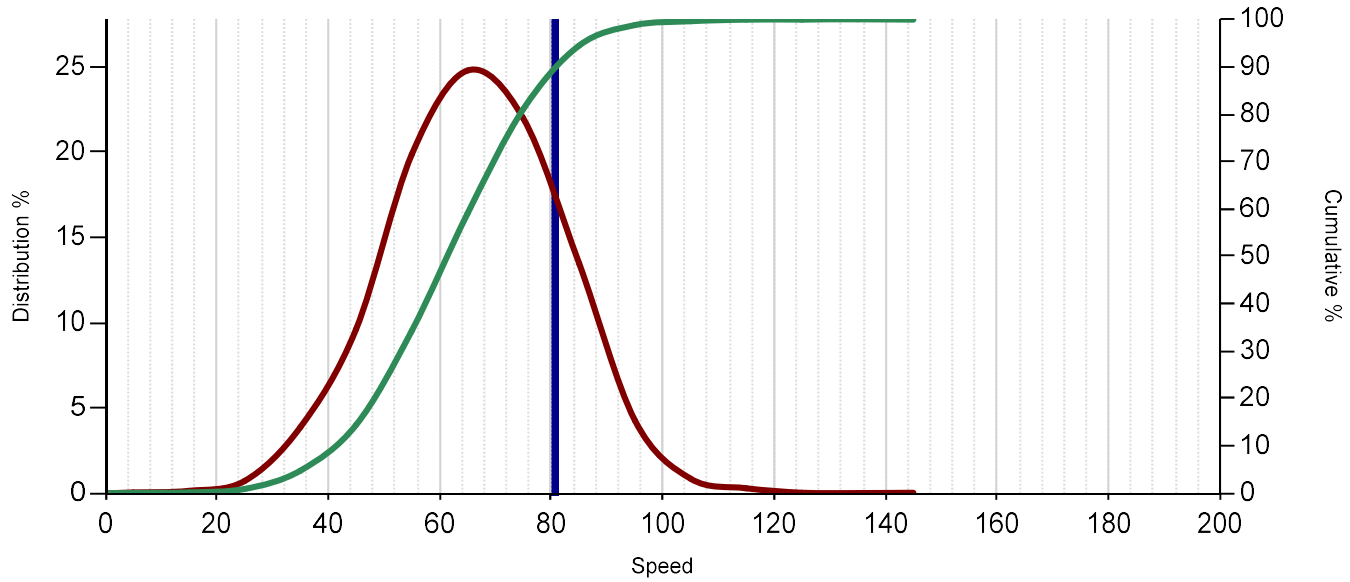


Station Speed Distribution

Site	19168 - Capricorn
Speed Limit	80 km/hr
Period	01 Jan 2019 - 31 Dec 2019

Distribution
Cumulative
Speed Limit

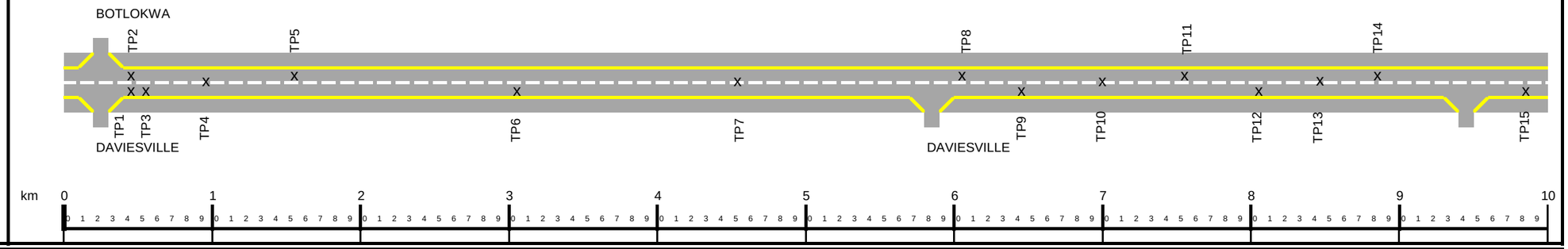
Lane 2 - To Mooketsi



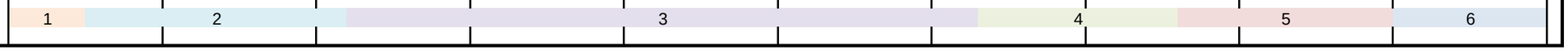
APPENDIX 3: STRIP MAPS, INCLUDING SUMMARY OF TMH9 VISUAL ASSESSMENT

INITIAL ASSESSMENT

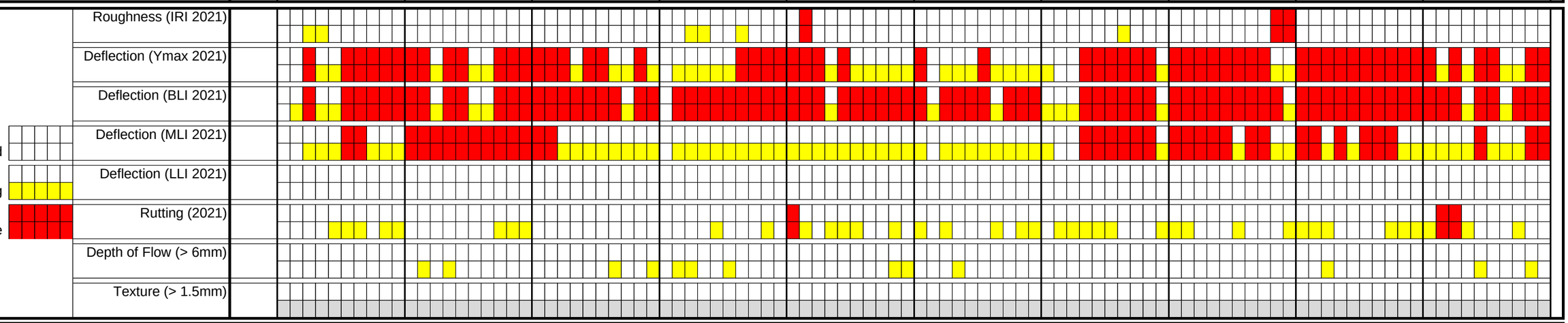
R36 SECTION 9
(Northbound)



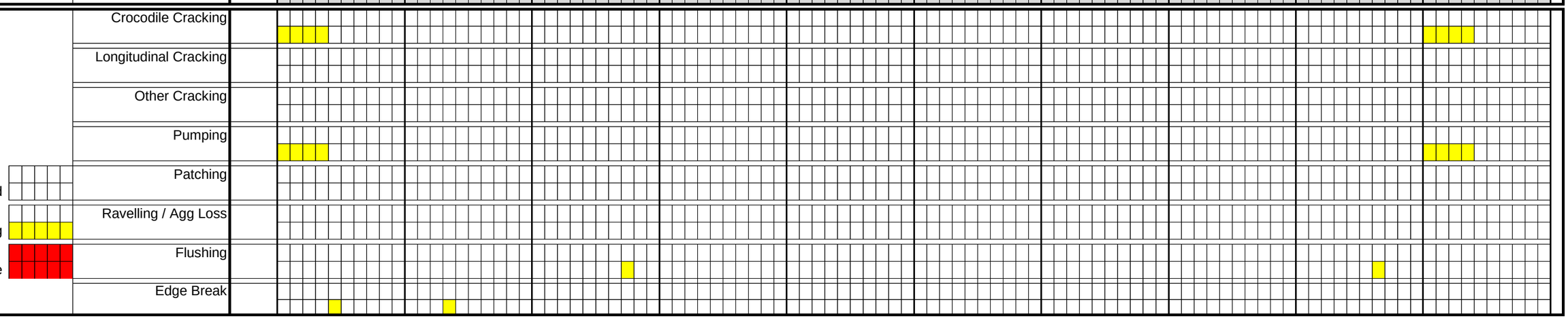
UNIFORM SECTION



INSTRUMENT MEASUREMENTS

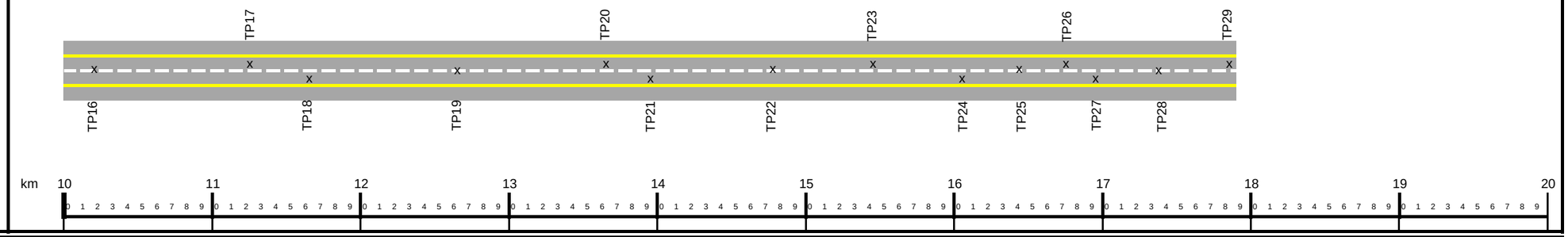


VISUAL ASSESSMENT



INITIAL ASSESSMENT

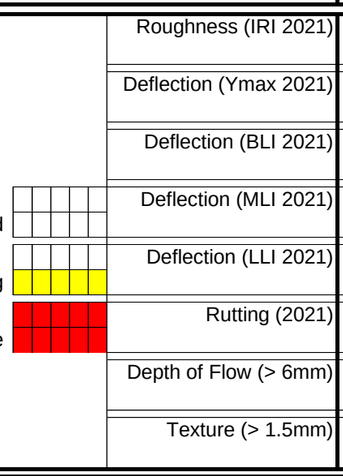
R36 SECTION 9
(Northbound)



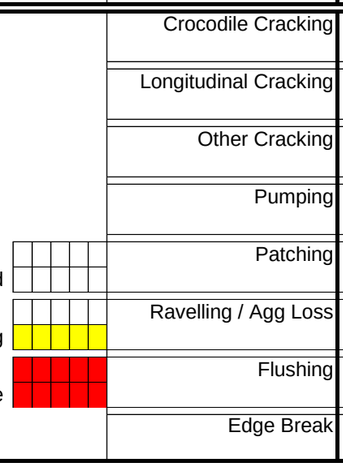
UNIFORM SECTION



INSTRUMENT MEASUREMENTS

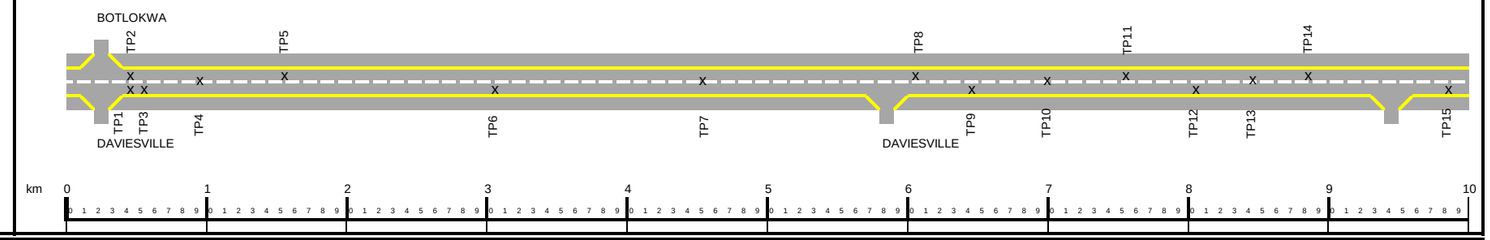


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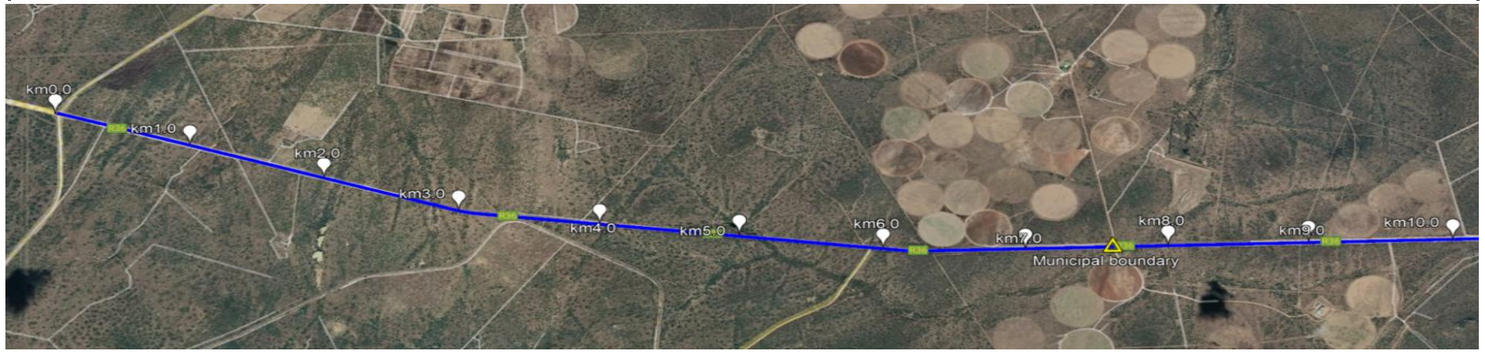
INITIAL ASSESSMENT

R36 SECTION 9
(Northbound)



UNIFORM SECTION	1	2	3	4	5	6

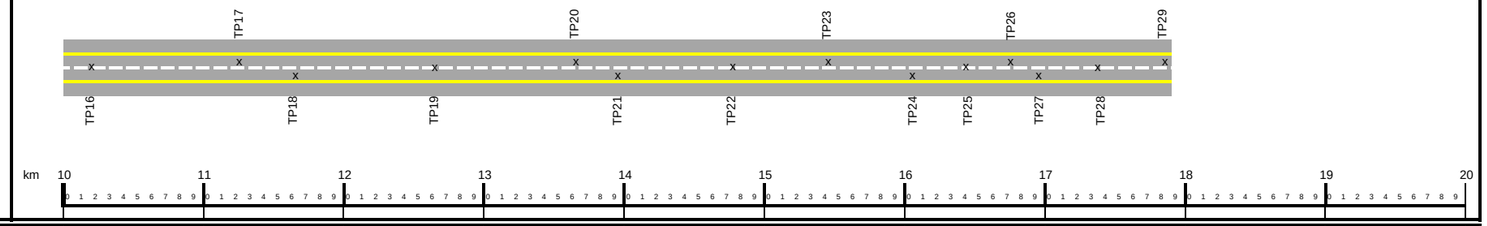
1. Pavement
1.1. Hydrocutting
1.2. Fog / rejuvination spray
1.3. Texture slurry
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1.19. Subsoil drainage - new
1.20. Replace existing kerbing
1.21. Clearing edge build-up
1.22. Reseal
1.23. Asphalt surface





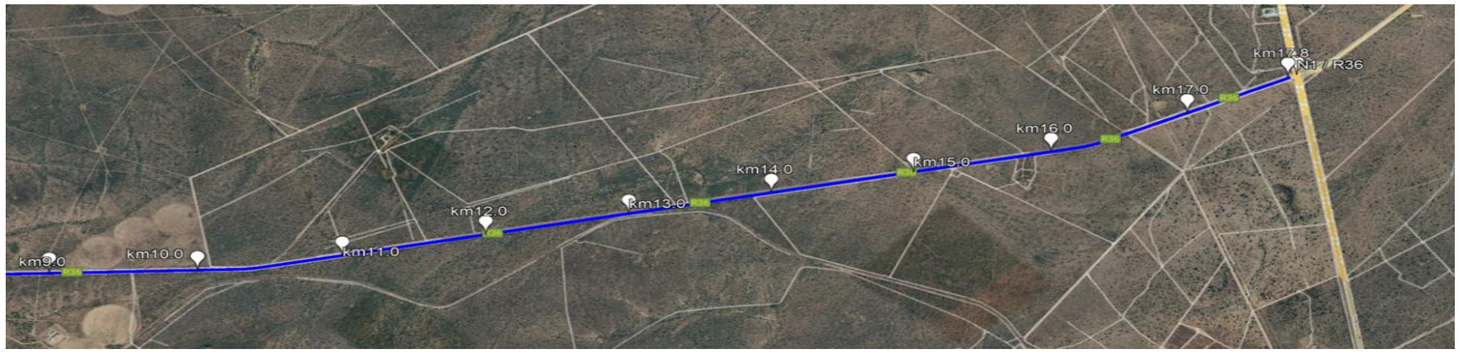
INITIAL ASSESSMENT

R36 SECTION 9
(Northbound)



UNIFORM SECTION	6	7	8	9	10

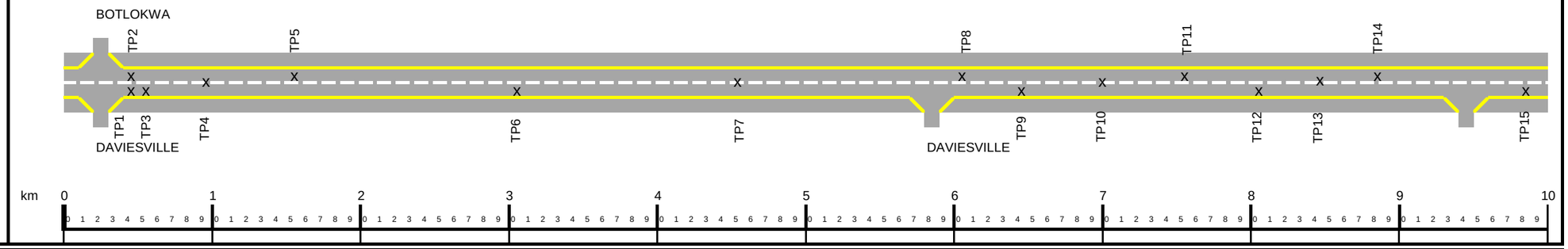
1. Pavement	
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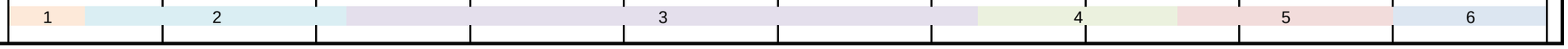


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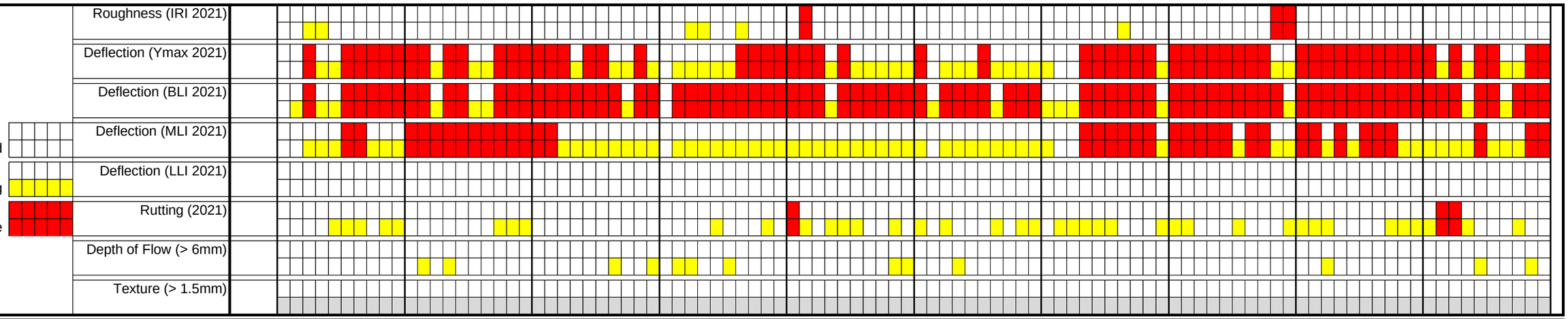
R36 SECTION 9
(Southbound)



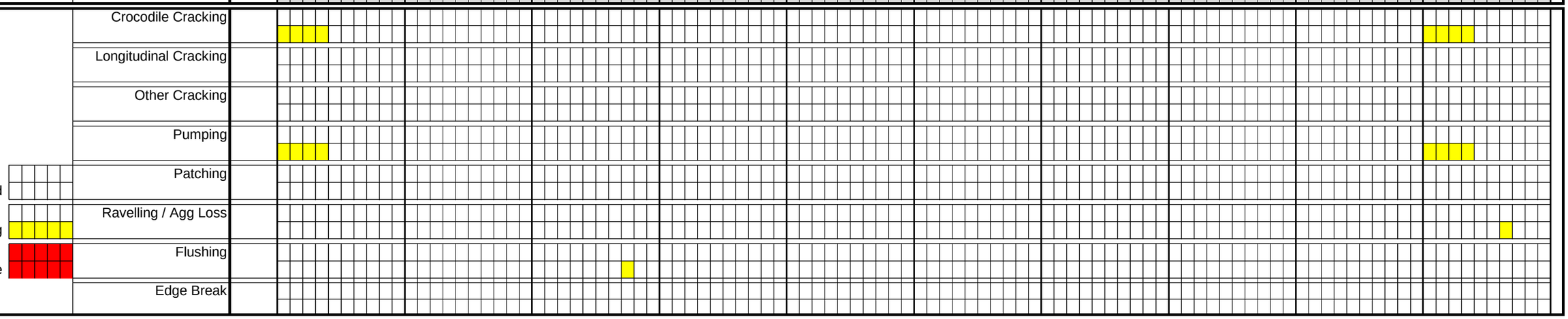
UNIFORM SECTION



INSTRUMENT MEASUREMENTS

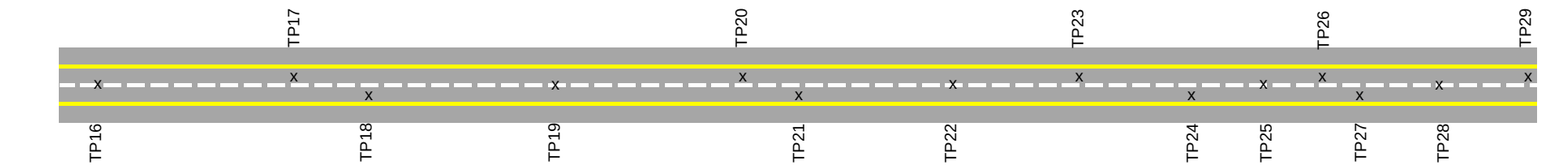


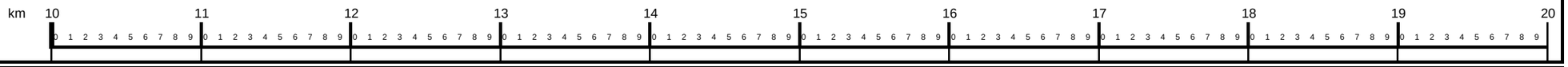
VISUAL ASSESSMENT



INITIAL ASSESSMENT

R36 SECTION 9
(Southbound)

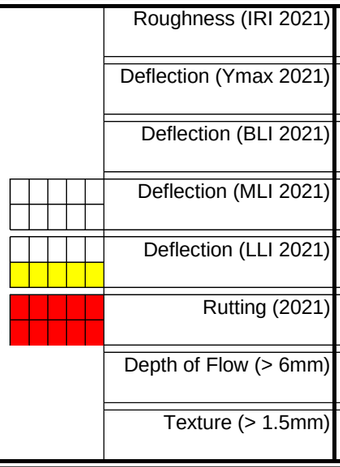




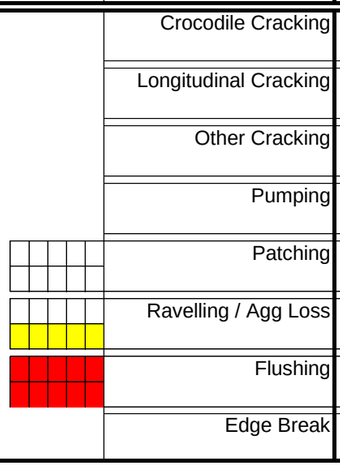
UNIFORM SECTION



INSTRUMENT MEASUREMENTS

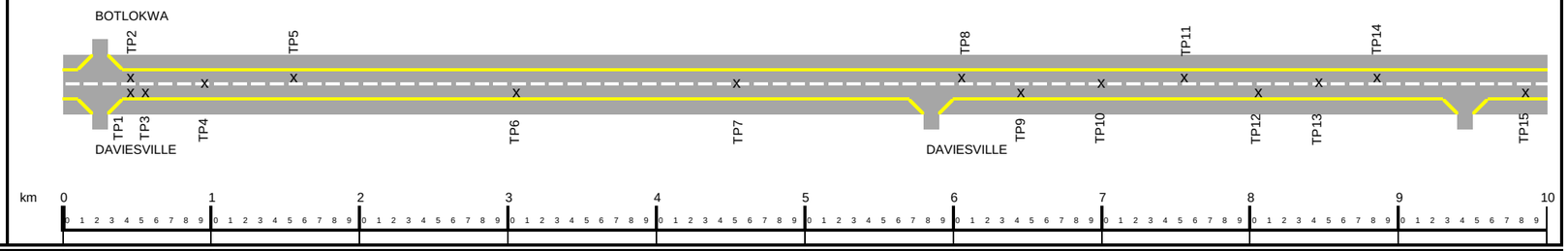


VISUAL ASSESSMENT



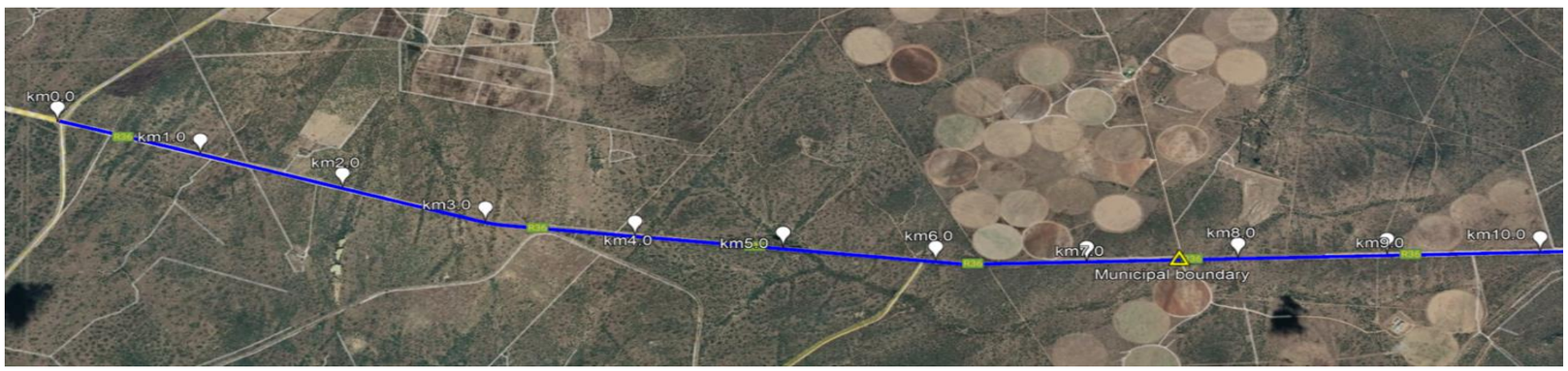
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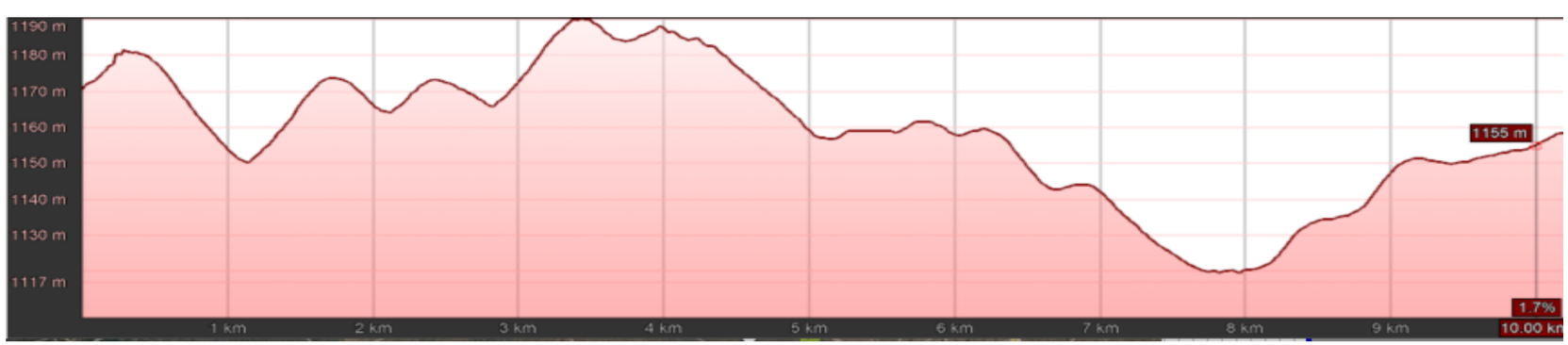
R36 SECTION 9
(Southbound)



UNIFORM SECTION	1	2	3	4	5	6

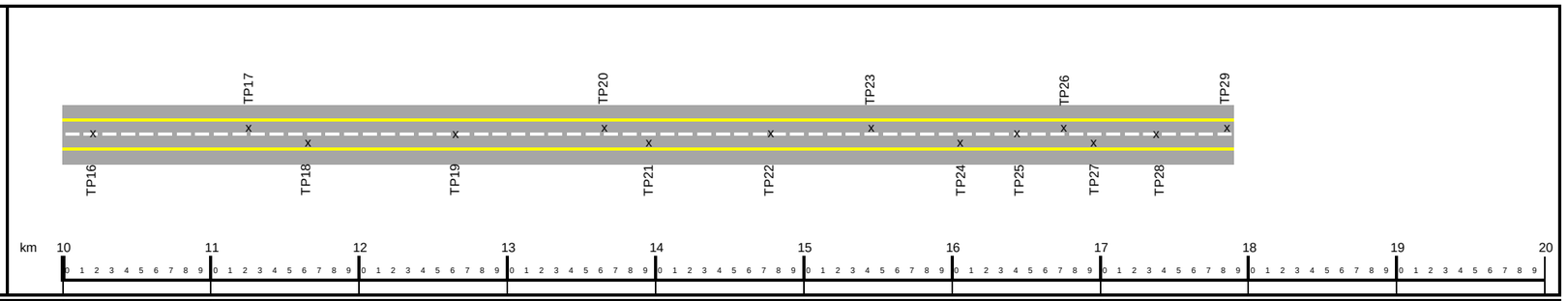
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1.22. Reseal
1.23. Asphalt surface





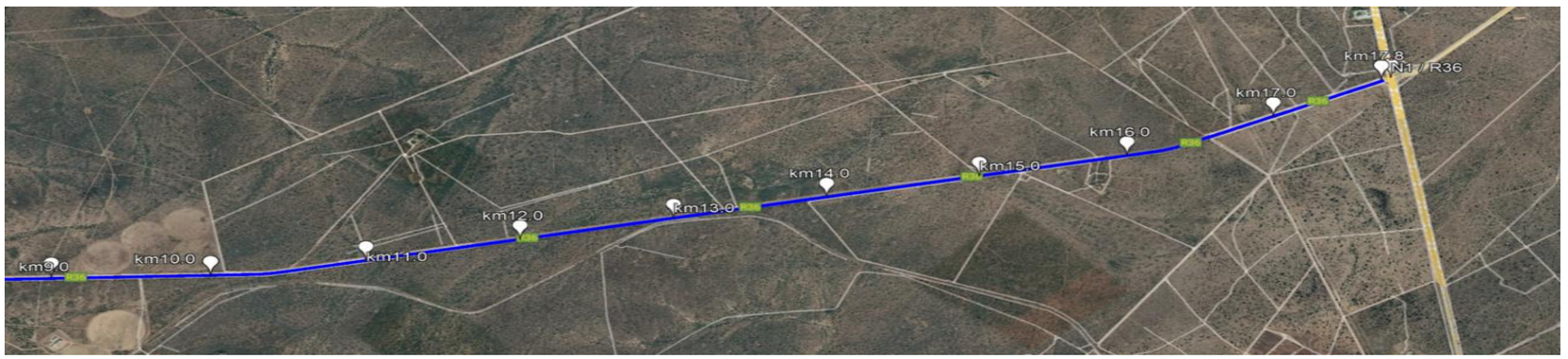
INITIAL ASSESSMENT

R36 SECTION 9
(Southbound)



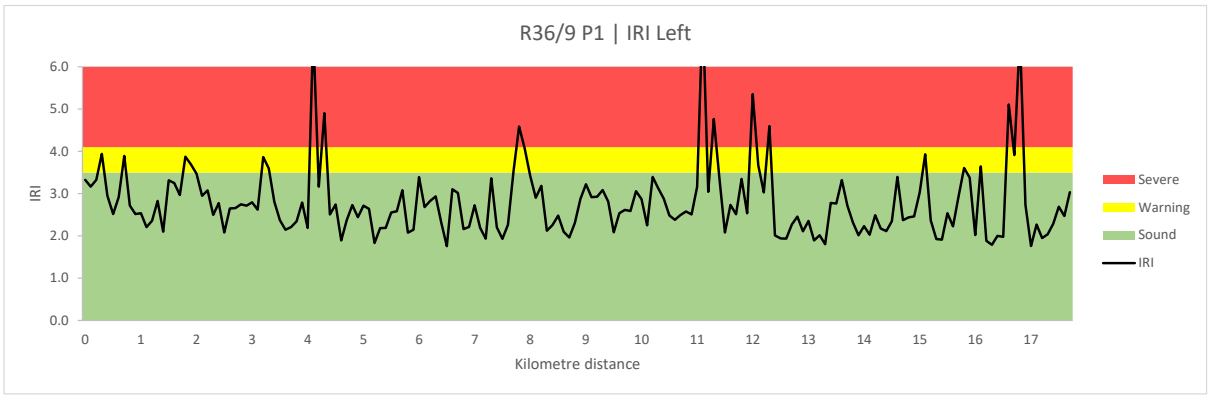
UNIFORM SECTION	6	7	8	9	10

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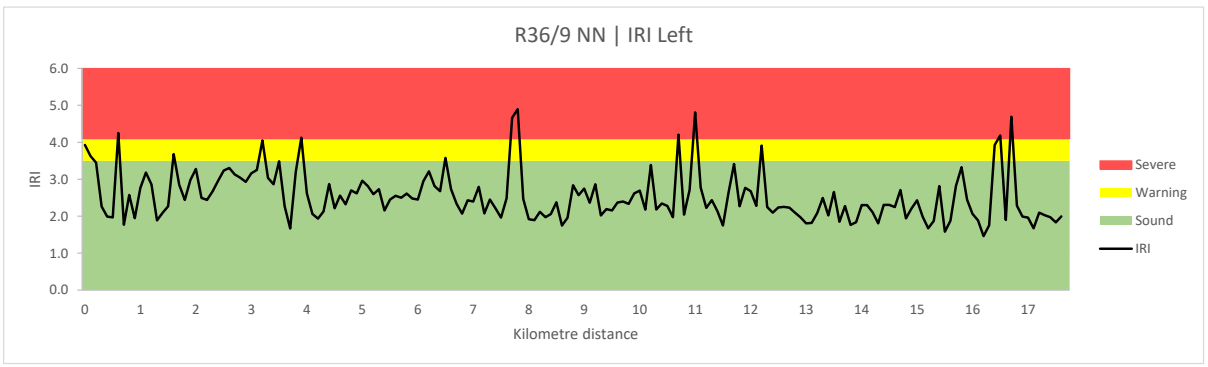


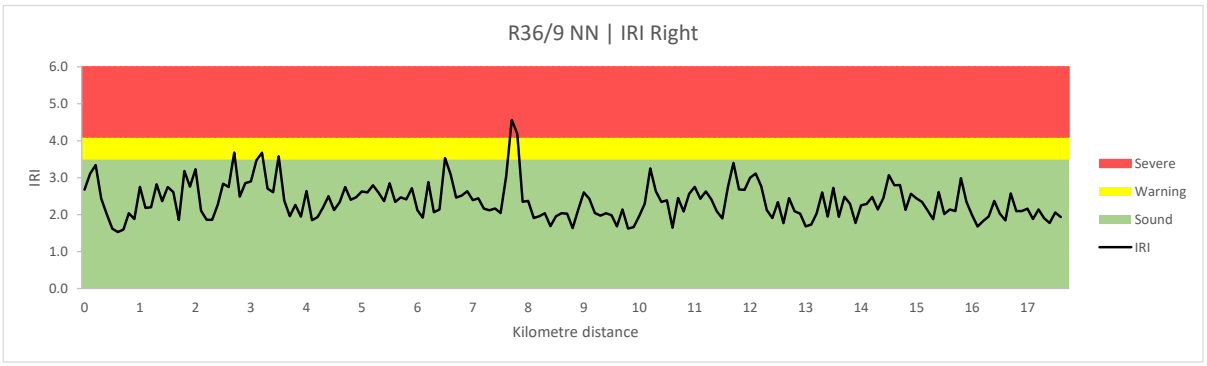


APPENDIX 4: ROUGHNESS DATA

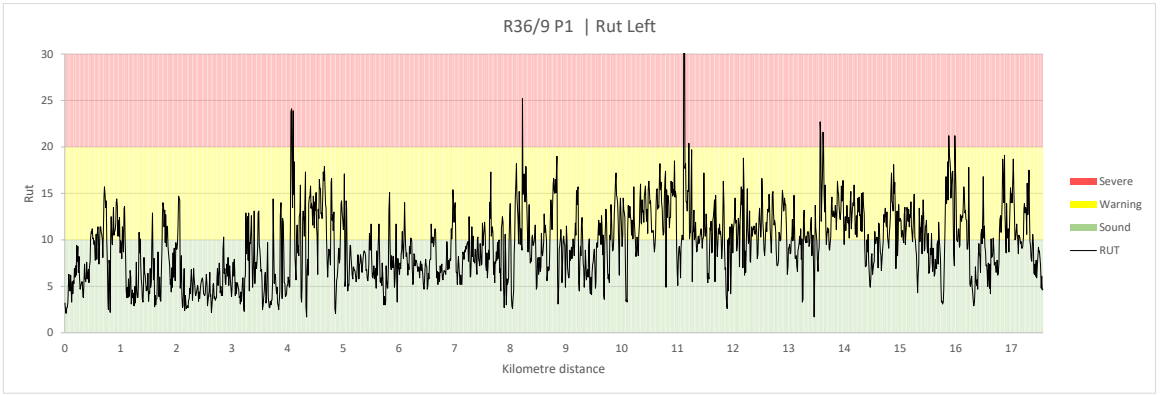

R36/9 P1 | IRI Left
IRI
Kilometre distance
Severe
Warning
Sound
IRI

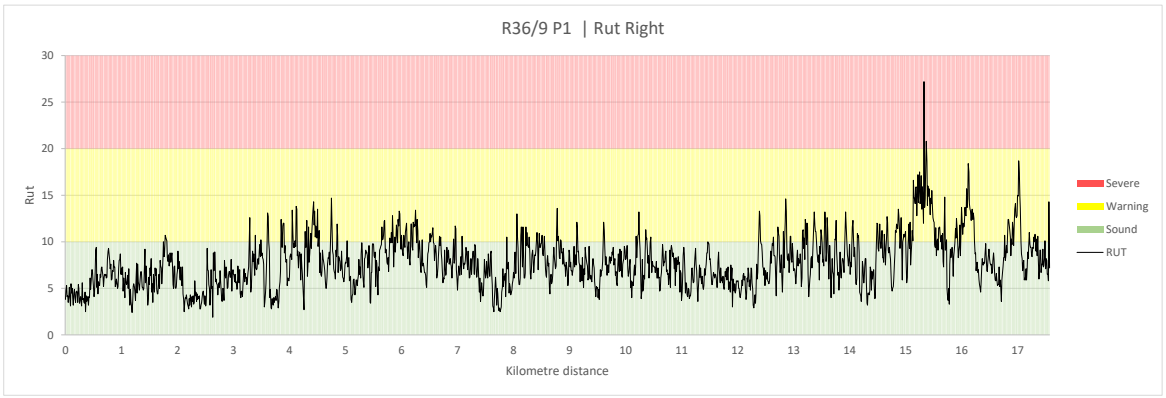

R36/9 P1 | IRI Right
IRI
Kilometre distance
Severe
Warning
Sound
IRI

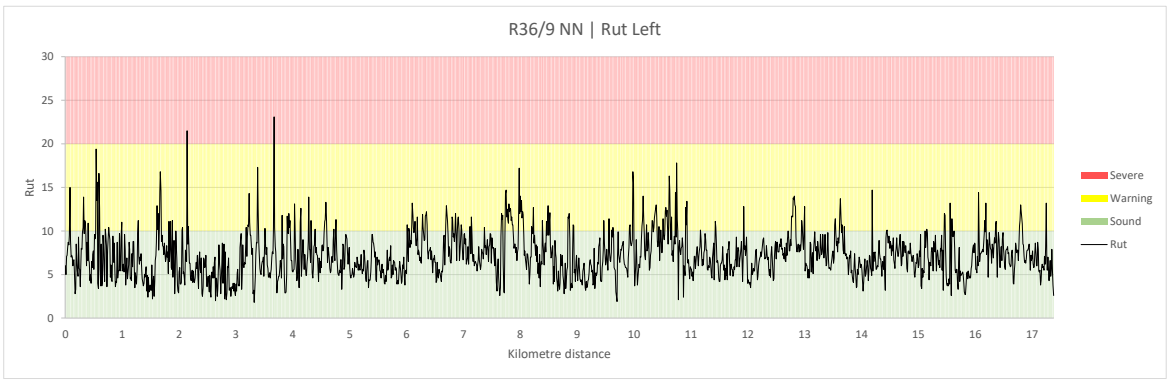

R36/9 NN | IRI Left
IRI
Kilometre distance
Severe
Warning
Sound
IRI

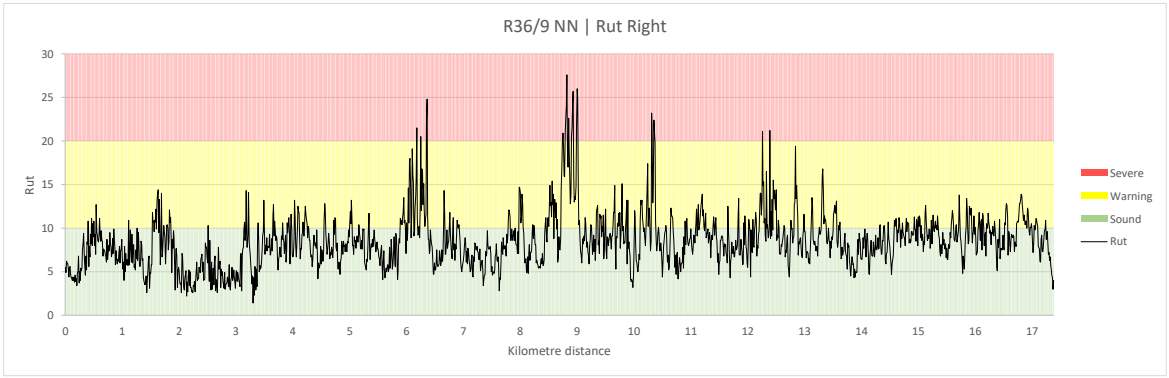

R36/9 NN | IRI Right
IRI
Kilometre distance
Severe
Warning
Sound
IRI

APPENDIX 5: RUTTING DATA

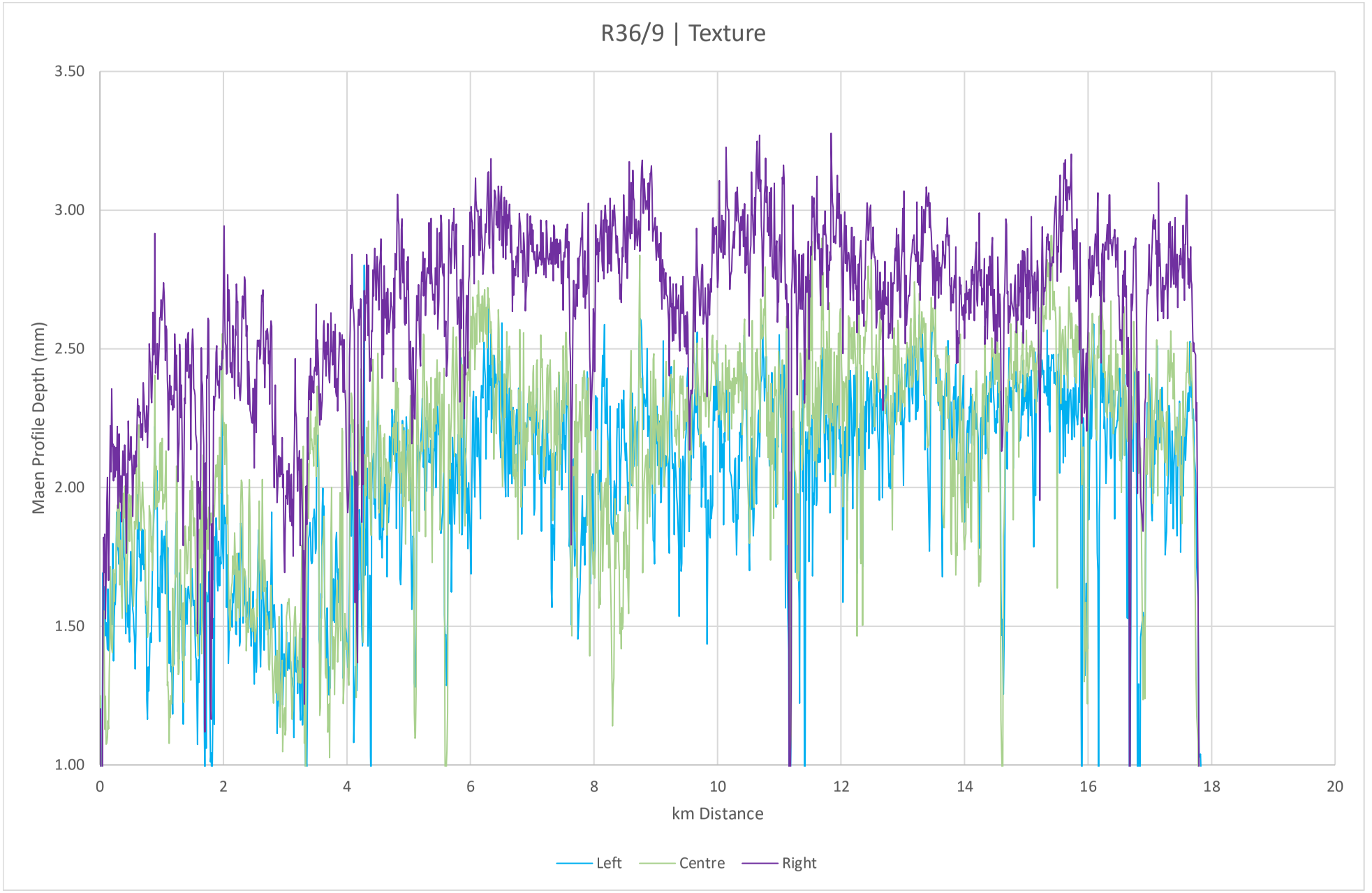

R36/9 P1 | Rut Left
Rut
Kilometre distance
Severe
Warning
Sound
RUT


R36/9 P1 | Rut Right
Rut
Kilometre distance
Severe
Warning
Sound
RUT


R36/9 NN | Rut Left
Rut
Kilometre distance
Severe
Warning
Sound
Rut


R36/9 NN | Rut Right
Rut
Kilometre distance
Severe
Warning
Sound
Rut

APPENDIX 6: TEXTURE DEPTH DATA


R36/9 | Texture
Maen Profile Depth (mm)
3.50
3.00
2.50
2.00
1.50
1.00
0
2
4
6
8
10
12
14
16
18
20
km Distance
Left
Centre
Right

DISPUTE ADJUDICATION AGREEMENT

between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
(Reg No. 1998/009584/06)

("**Employer**")

and

_____

(Reg No. _____)

("**Contractor**")

and

_____

("**Member**")

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Dispute Adjudication Agreement, unless the context otherwise indicates :

1.1.1 "**Contract**" means Contract SANRAL … *(insert contract number)* for the *(insert contract description)* entered into between the Employer and the Contractor.

1.1.2 "**Contractor**" means … *(insert contractor's details)* appointed by the Employer under the Contract.

1.1.3 "**DAB**" means the three person Dispute Adjudication Board as contemplated in clause 20 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, published by the Fédération Internationale des Ingénieurs-Conseils (hereinafter referred to as "GCC"), in accordance with the terms and conditions as set out in this Dispute Adjudication Agreement.

1.1.4 "**Dispute Adjudication Agreement**" means the tripartite agreement between the Employer, Contractor and Member.

1.1.5 "**Effective Date**" means the date that this Dispute Adjudication Agreement shall take effect, and unless otherwise stated, it shall be the latest date when the Employer, the Contractor, Member and each of the Other Members have respectively signed a Dispute Adjudication Agreement.

1.1.6 "**Employer**" means the South African National Roads Agency SOC Limited, Registration No. 1998/009584/06

1.1.7 "**Engineer**" means … *(insert engineer's details)*.

1.1.8 "**Member**" means Mr _____, who *(Note to compiler: Delete the following for members other than for the Chairperson's agreement)* will act as chairman of the DAB and who is one of the three persons who are jointly called the DAB.

1.1.9 "**Other Members**" means the persons other than the Member, forming part of the DAB

1.1.10 "**Parties**" means the Employer, Contractor and Member

1.2 In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract

2. GENERAL PROVISIONS

2.1 Following the Effective Date, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.

2.2 This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Adjudication Agreement shall terminate upon the expiry of this period.

2.3 No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the Parties to it and of the Other Members.

2.4 The Dispute Adjudication Agreement shall be governed by the law of the Republic of South Africa.

2.5 All disputes will be heard in _____, Republic of South Africa, unless otherwise agreed by the Parties.

3. WARRANTIES

3.1 The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them

and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

3.2 When appointing the Member, the Employer and the Contractor relies upon the Members' representations that he/she is:
a) experienced in the work which the Contractor is to carry out under the Contract,
b) experienced in the interpretation of contract documentation, and
c) fluent in the language for communications defined in the Contract.

4. APPOINTMENT

4.1 The Employer and the Contractor hereby jointly appoint the Member as a Member of a three-person DAB on the terms and conditions as set out in the Dispute Adjudication Agreement, which appointment the Member by his/her signature hereto accepts;

4.2 The conditions of the Dispute Adjudication Agreement comprise the following:
a) The Dispute Adjudication Agreement together with any addenda or schedules hereto; including the procedural rules;
b) The GCC, as amended by any particular conditions, to the extent that it is applicable to the DAB and the Member.

5. GENERAL OBLIGATIONS OF THE MEMBER

Note to compiler: Delete this clause for members other than the Chairperson's agreement

5.1 The Member shall act as chairman of the DAB and shall; ensure smooth administration; keep all records; ensure compliance to procedural rules; ensure the ethics of the DAB remain unchallenged; coordinate between the Parties and the DAB; chair meetings and site visits; ensure procedural correctness of all recommendations and decisions of the DAB.

5.2 The Member shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement.

5.3 The Member shall not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement.

5.4 The Member shall have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and re-collection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part.

5.5 The Member shall not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor, any member/partner of the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members. Notwithstanding this restriction, the Member shall not be restricted to be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer on another contract or matter, but shall disclose to the Employer, the Contractor, and the Other Members, before he/she consult, advises or accepts any instructions from either the Employer, the Contractor, any member/partner of the Contractor, or the Engineer and confirming that such advice, consultation or other instruction taken from such person shall not affect the Member's ability to be unbiased in relation to his/her duties under the Dispute Adjudication Agreement.

5.6 The Member shall comply with the annexed procedural rules and Sub-Clause 20.4 of the conditions of Contract.

5.7 The Member shall not give advice to the Employer, the Contractor, the Employer's personnel or the Contractor's personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules.

5.8 The Member shall not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under this Dispute Adjudication Agreement.

5.9 The Member shall ensure his/her availability for all site visits and hearings as are necessary.

5.10 The Member shall become conversant with the Contract and with the progress of the Works (and of any parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file.

5.11 The Member shall treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members.

5.12 The Member shall be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

6. GENERAL OBLIGATIONS OF THE EMPLOYER AND THE CONTRACTOR

6.1 The Employer, the Contractor, the Employer's personnel and the Contractor's personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's personnel and the Contractor's personnel respectively.

6.2 The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:

a) be appointed as an arbitrator in any arbitration under the Contract;
b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract;
c) be called as a witness or act on behalf of the Employer or Contractor, concerning any dispute that became the subject of litigation under the Contract; or
d) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Members functions unless the act or omission is shown to have been in bad faith.

6.3 The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.

7. PAYMENT

7.1 The Member shall be paid a retainer fee of R… (excluding VAT) per calendar month, which shall be considered as payment in full for:

i) being available on 28 days' notice for all site visits and hearings;
ii) becoming and remaining conversant with all project developments and maintaining relevant files;
iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his/her duties; and
iv) all services performed hereunder except those referred to in sub-paragraphs 7.4, 7.5, 7.6 and 7.7 of this Clause.

7.2 The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

7.3 With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

7.4 The Member shall be paid a site visit daily fee of R… (excluding VAT), (reduced to an hourly fee of one eighth the daily fee, for part of a day), which shall be considered as payment in full for:
   i) each day or part of a day up to a maximum of one day's travel time in each direction for the journey between the Member's home and the site or another location of a meeting with the Other Members, as agreed by the Parties.
   ii) each working day or part of a day on site visits.

7.5 The Member shall be paid a dispute analysis daily fee of R… (excluding VAT), (reduced to an hourly fee of one eighth the daily fee, for part of a day), which shall be considered as payment in full for:
   i) each day or part of a day spent on dispute analysis, hearings or preparing decisions; and
   ii) each day or part of a day spent reading submissions in preparation for a hearing.

7.6 The Member shall be paid a pupillage daily fee of R… (excluding VAT), (reduced to an hourly fee of one eighth the daily fee, for part of a day), which shall be considered as payment in full for:
   i) each day or part of a day spent on preparation for pupillage.
   ii) each day or part of a day spent on offering practical experience and mentoring to assigned pupil.

7.7 The Member shall be paid all reasonable expenses incurred in connection with the Member's duties, including the cost of the following:
   i) Travel expenses :–
      - Own car - motor vehicle travel expenses will be recovered at the relevant South African Automobile Association rates,
      - Car hire – group B or similar,
      - Flights – economy class.
   ii) Accommodation – any type of accommodation up to R1,300.00 per day all inclusive,
   iii) Subsistence costs.

7.8 The Member shall be paid all Value Added Taxes as per the law.

7.9 The retainer fee and daily fees shall remain fixed for the 1st 24 calendar months and shall thereafter be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin P0141 of Statistics South Africa under table B) at each anniversary of the Effective Date. The base month shall be the 12th month following the Effective Date.

7.10 The Member shall be paid in South African Rands.

7.11 The member shall submit invoices for payment of the monthly retainer and may include an estimate of the next month's airfares which will be incurred (and which will be reconciled and adjusted in the subsequent invoice). Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a DAB fee claim containing records of previous fee claims and a breakdown of activities performed during the relevant period and shall be addressed to the Contractor.

7.12 Notwithstanding the fact that the appointment is of the Member in his/her personal capacity the Member may invoice and receive payment to a legal entity of which he/she is a member, shareholder or partner.

7.13 The Contractor shall pay the Member's invoices in full within 30 calendar days after receiving each valid invoice, half of which shall be recovered by the Contractor from the Employer.

7.14 If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received and/or (ii) resign his/her appointment by giving notice under Clause 8.

8. TERMINATION

8.1 At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for under Clause 2.

8.2 If the member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

8.3 If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his/her other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

8.4 Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

9. DEFAULT OF THE MEMBER

9.1 If the Member fails to comply with any obligation under Clause 5, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.

10. DISPUTES

10.1 Any dispute or claim arising out of or in connection with the Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration under the Rules of Arbitration of the Association of Arbitrators of Southern Africa by one Arbitrator appointed by agreement of the Member, the Employer and the Contractor or, failing such agreement, by the Chairman for the time being of the Association of Arbitrators.

11. DOMICILIA AND NOTICES

11.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under the Dispute Adjudication Agreement, whether in respect of notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

11.1.1 Employer (*domicilia citandi et executandi)*:

Address: South African National Roads Agency SOC Limited
48 Tambotie Avenue, Val de Grace, Pretoria, 0184
Reference: … CEO

Employer (*General Communication*)

Address: South African National Roads Agency SOC Limited
… Region, …, …, …
Fax Number: …
Tel. Number: …
Reference: … Regional Manager, … Region

11.1.2 Contractor:

Address: …
…
Fax Number: …
Tel. Number: …
Reference: …, Contract Director

11.1.3 Member:

Address: …
…
Fax Number: …

Tel. Number: …
Reference: …,

11.2 Any notice or communication required or permitted to be given in terms of the Dispute Adjudication Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax or registered mail.

11.3 Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* vis-à-vis that Party to another physical address in the Republic of South Africa or its telefax number, provided that the change shall become effective vis-à-vis that addressee on the 7th business day from the deemed receipt of the notice by the addressee.

11.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

12. SIGNATORIES

12.1 Signed for and on behalf of the Employer by:

....
Name Signature of duly authorised representative

.....
Date

In the presence of Witness:

....
Name Signature

.....
Date

12.2 Signed for and on behalf of the Contractor by:

....
Name Signature of duly authorised representative

.....
Date

In the presence of Witness:

....
Name Signature

.....
Date

12.3 Signed by the Member:

....
Name Signature

.....
Date

In the presence of Witness:

....
Name Signature

.....
Date

ANNEXURE 1

PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims.

3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

4. The Employer and the Contractor shall furnish to each member of the DAB one copy of all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.

5. If any dispute is referred to the DAB in accordance with Sub-clause 20.4 of the GCC, the DAB shall proceed in accordance with Sub-clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
   a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
   b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party whom the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DAB, among other things, to:
   a) establish the procedure to be applied in deciding a dispute,
   b) decide upon the DABs' own jurisdiction, and as to the scope of any dispute referred to it,
   c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
   d) take the initiative in ascertaining the facts and matters required for a decision,
   e) make use of its own specialist knowledge, if any,
   f) decide upon the payment of financing charges in accordance with the Contract,
   g) decide upon any provisional relief such as interim or conservatory measures, and
   h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties, unless requested by both the Employer and Contractor. Prior to giving notice to its decision:
   a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
   b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members' who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
   c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
      i) either the Employer or the Contractor does not agree that they do so, or
      ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

   Thereafter, the DAB shall make and give notice to its decision in accordance with Sub-clause 20.4 or as otherwise agreed by the Employer and the Contractor in writing.

ANNEXURE 2

COMPULSORY DECLARATION (INCORPORATING SBD4)

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

Section 1: **Enterprise details**

Name of enterprise	
Contact person	
E-mail	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: **Particulars of companies and close corporations**

Company / Close Corporation registration number	

Section 3: **SARS information**

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 4: **CIDB registration number**

CIDB Registration number	

Section 5: **Particulars of principals**

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984)

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary.

Section 6: **Record in the service of the state**:

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

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

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

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

Insert separate page if necessary.

Section 7: **Record of family member in the service of the state**:

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

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

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

Section 8: **Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars:

Insert separate page if necessary

Section 9: **Declaration**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

i) neither the name of the tendering entity, nor any of its principals, appears on:
   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
   b) National Treasury's Database of Restrict**Error! Hyperlink reference not valid.**ww.treasury.gov.za);
ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

I, the undersigned .....
certify that the information furnished in this form above is correct. I accept that the Employer may cancel this agreement should this declaration prove to be false.

....
Signature (duly authorised) Date

....
PositionName of Enterprise

NOTE 1: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.
NOTE 2: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.
NOTE 3: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.
NOTE 4: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.
NOTE 5: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ANNEXURE 3

TAX COMPLIANCE PERMISSION DECLARATION

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

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

SIGNATURE: .....

DATE: .....

APPENDIX 8: IMPORTED CONTENT DECLARATION

ANNEX D: IMPORTED CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEX C

(D1)	Tender No.:							**Note: VAT to be excluded from all calculations**
(D2)	Tender Description:							
(D3)	Designated Product(s):							
(D4)	Tender Authority:							
(D5)	Tendering Entity Name:							
(D6)	Tender Exchange Rate:	Pula	P	EU	€	GBP	£	

A. Exempted imported content				**Calculation of imported content**						**Summary**	
Tender item no's	**Description of imported content**	**Local supplier**	**Overseas Supplier**	**Foreign currency value as per Commercial Invoice**	**Tender Exchange Rate**	**Local value of imports**	**Freight costs to port of entry**	**All locally incurred landing costs & duties**	**Total landed cost excl. VAT**	**Tender Qty**	**Exempted imported value**
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*
									(D19) Total exempt imported value		R0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer				**Calculation of imported content**						**Summary**	
Tender item no's	**Description of imported content**	**Local supplier**	**Overseas Supplier**	**Foreign currency value as per Commercial Invoice**	**Tender Exchange Rate**	**Local value of imports**	**Freight costs to port of entry**	**All locally incurred landing costs & duties**	**Total landed cost excl. VAT**	**Tender Qty**	**Exempted imported value**
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
									(D45) Total imported value by 3rd party		R0

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	**Unit of measure**	**Local supplier**	**Overseas Supplier**	**Foreign currency value as per Commercial Invoice**	**Tender Rate of Exchange**	**Local value of imports**	**Freight costs to port of entry**	**All locally incurred landing costs & duties**	**Total landed cost excl. VAT**	**Quantity imported**	**Total imported value**
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
									(D45) Total imported value by 3rd party		R 0

D. Other foreign currency payments			Calculation of foreign currency payments			Summary of payments
Type of payment	**Local supplier making the payment**	**Overseas beneficiary**	**Foreign currency value paid**	**Tender Rate of Exchange**		**Local value of payments**
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*		*(D51)*
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	R 0

Signature of tenderer from Annexure B:
(SATS 1286.2011) _____

(D53) Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above **R 0**

This total must correspond with Annex C - C 23

Date: _____

ANNEX E: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C

(E1)	Tender No.:		**Note: VAT to be excluded from all calculations**
(E2)	Tender Description:		
(E3)	Designated Product(s):		
(E4)	Tender Authority:		
(E5)	Tendering Entity Name:		

Local Products (Goods, Services and Works)	**Description of items purchased**	**Local suppliers**	**Value**
	(E6)	*(E7)*	*(E8)*

***(E9)* Total local products (Goods, Services and Works)** R 0

(E10)	**Manpower costs**	(Tenderer's manpower cost)	R 0
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	R 0

***(E13)* Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annexure B: (SATS 1286.2011) _____

Date: _____

Process when requesting exemption letters

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, **the dti** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB - Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to emption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:
Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: 012 394 3927
E-mail: tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo
Tel: 012 394 1390
E-mail: khumaloP@thedti.gov.za.

the dti
Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
  - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
  - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration- Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

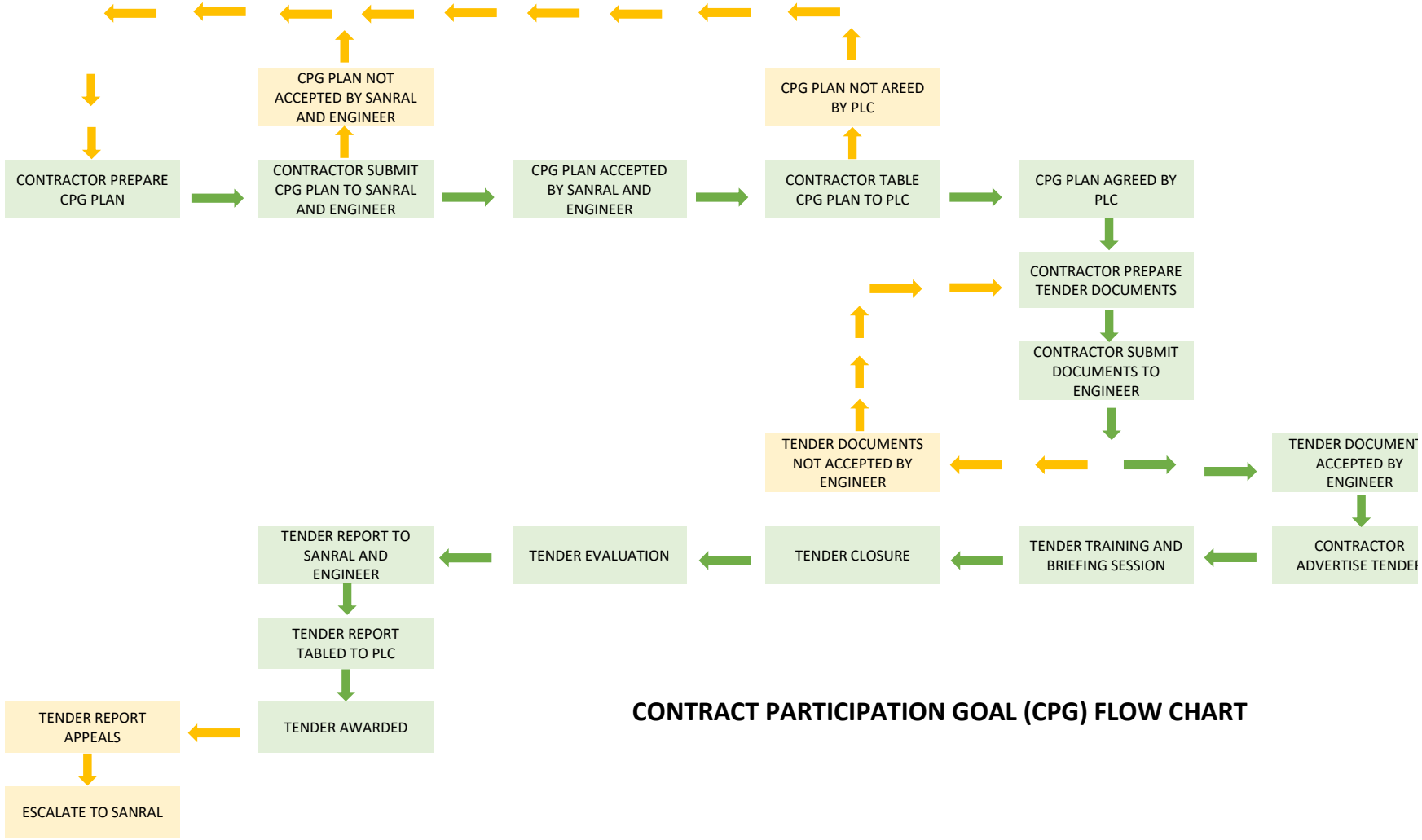
Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

APPENDIX 9: CONTRACT PARTICIPATION GOAL (CPG) PLAN FORMAT

CONTRACT PARTICIPATION GOAL (CPG) PLAN FORMAT



CONTRACT PARTICIPATION GOAL (CPG) FLOW CHART

Contractor Logo and details

Contract Participation Goal Plan

SANRAL Contract Number: XXXX

Contract Name: XXXX

(SANRAL Logo)



Author:
Date:
Version

1. INTRODUCTION

2. OBJECTIVE

3. TARGETED ENTERPRISES

3.1 List of Work Packages for Targeted Enterprises

3.2 List of Work Packages for Main Contractor

Table 1: CPG Expenditure Breakdown

Project Number				
Project Name				
Designated Groups	**Final Contract Value**		**R**	
	Min (TE) CPG Target		**%**	
	Min (TE CPG Target Amount		**R**	
Description of CPG Category	**CPG Target as per Contract**		**CPP Planned Achievement**	
	Min. Target % as per Contract	**Target Amount**	**Min. Allocated % as per Market Analyses**	**Expected Amount**
Targeted Labour (TL)	**Min. xx% of Final Contract Value**	**R**	**%**	**R**
Youth				
Women				
Disabled				
Other				
Targeted Enterprise (TE)	**Min. xx% of Final Contract Value**	**R**	**%**	**R**
Youth				
Women				
Military Veterans				
Disabled				
CIDB 1 and 2				
CIDB 3 and 4				
Other				

3.3 Breakdown of Work Packages

The table below describes the work package breakdown with reference to Designated Groups and Functionality:

Table 1: Breakdown of Work Packages

Project Number																
Project Name																
Contract Price																
CPG Target %																
CPG Target Value																
No.	**Type of Work Package**	**EME or QSE**	**TE Amount**	**% of CPG Value**	**Proposed CIDB Grading**	**Tender Value Limit**	**Proposed No. of Work Packages**	**Proposed TE Target Group Amount**					**CIDB Expenditure**			
								Black Youth	**Black Woman**	**Black Military Veterans**	**Black Disabled**	**Other**	**Black 1&2CE**	**Black 3&4 CE**	**Comment**	
TE Sub-contractors																
1																
2																
3																
TE Suppliers and Service Providers																
4																
5																
6																
TE Sub-contractor Sub-total																
TE Supplier/Service Provider Sub-total																
Provisional Total																
Provisional %																
Target Amount																
Target %																

3.4 Schedule of works and CPG Expenditure Plan

3.4.1 Schedule of work (Insert Programme)

3.4.2 CPG Expenditure Plan

Table 3: Example: CPG Expenditure Plan

Planned CPG Expenditure					
Final Contract Value	R 100 000 000				
CPG (TE) Value	R 30 000 000				
Timeline	**2021/2022**	**2021/2022**	**2021/2022**	**2021/2022**	**Total**
Project Expenditure	R 20 000 000	R 30 000 000	R 30 000 000	R 20 000 000	R 100 000 000
Work Packages (CPG %) Expenditure	R 6 000 000	R 9 000 000	R 9 000 000	R 6 000 000	R 30 000 000
Cumulative % Spend	20%	50%	80%	100%	
Cumulative Amount Spend	R 6 000 000	R 6 000 000	R 6 000 000	R 6 000 000	R 6 000 000
Package 1	R 2 000 000				
Package 2	R 2 000 000				
Package 3	R 2 000 000				
Total	**R 6 000 000**	R	R	R	R

3.5 Targeted Enterprises Procurement Program

Table 4: Example: Targeted Enterprise Procurement program

Item	**Activity Name**	**Duration (Days)**	**Start**	**Finish**

3.6 Procedures for Targeted Enterprises Sub-contracting (*As Per Section D1000 of the Specifications*)

3.6.1 Tender Preparation

3.6.1.1 Compilation of TE Work Packages

3.6.1.2 Establishment of a Help Desk

3.6.1.3 Market Analysis and Resources and Skills Audit

3.6.1.4 Compilation of Tender Documents

3.6.2 Tender Process

3.6.2.1 Advertising of Works Packages

3.6.2.2 Tender Briefing Sessions

3.6.2.3 Minimum Tender Submission Documents

3.6.2.4 Tender Closure and Opening of Tenders

3.6.3 Tender Evaluation

3.6.3.1 Eligibility

3.6.3.2 Functionality

3.6.3.3 Price and Preference

3.6.3.4 Compliance Check

3.6.4 Appointment of Successful Targeted Enterprise

3.6.4.1 Price and Rates Discussion

3.6.4.2 Sub-contract Agreement

4. TARGETED LABOUR

4.1 Appointment of Targeted Labour

5. TRAINING DEVELOPMENT AND IMPLEMENTATION PLAN

5.1 General Overview

5.2 Purpose of the Training Interventions

5.3 Proposed Training for Targeted Enterprises and Targeted Labour

The table below depicts the proposed training for the Targeted Enterprises.

Table 5: Proposed Targeted Enterprise Training

Training Summary							
No.	**Course Content**	**Facilitator or Mentor**	**No. of Participants**	**Duration of the Course**	**Training Type**	**Start Date**	**Comments**
1							
2							
3							
4							
5							
Etc.							

The table below depicts the proposed training for the Targeted Labour.

Table 6: Proposed Targeted Labour Training

Training Summary							
No.	**Course Content**	**Facilitator or Mentor**	**No. of Participants**	**Duration of the Course**	**Training Type**	**Start Date**	**Comments**
1							
2							
3							
4							
5							
Etc.							

5.4 Training Methodology

5.5 Selection of Participants

5.6 Targeted Participants

5.7 Training Materials

5.8 Training Times

5.9 Training Implementation Plan

5.10 Supporting Documents

APPENDIX 10: PROJECT LIAISON COMMITTEE AND PROJECT LIAISON OFFICER FORMS

SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
Reg.No.1998/009584/30
BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

GUIDELINES FOR PROJECT LIAISON COMMITTEES (PLC) & PROJECT LIAISON OFFICERS (PLO)	
BUSINESS UNIT / DEPARTMENT	ENGINEERING
CUSTODIAN	REGIONAL MANAGER: NR
DATE OF APPROVAL	
EFFECTIVE DATE	
APPROVED BY	EXECUTIVE COMMITTEE MEETING (EXCO)
VERSION	V2
EDMS No.	# 4477399

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2 PART I – DEFINITIONS

As used in this guideline unless otherwise stated, the following terms are defined:

(i) Contract Participation

A process by which the Employer implements Government's objectives by setting targets to enhance Targeted Labour and Targeted Enterprises' utilisation and development, which the Contractor shall achieve as a minimum.

(ii) Contract Participation Goal (CPG)
The monetary value of the targets set by the Employer in the Contract Participation process and stated in the Contract Data.

(iii) Contract Participation Performance (CPP)
The measure of the Contractor's progress in achieving the CPG.

(iv) Contractor
The person named as the contractor in the Form of Acceptance, accepted by the Employer and the legal successors in title to this person.

(v) Designated Group[1], [2]

Unless otherwise permissible in terms of procurement regulations or the PPPFA, "Designated Group" means:

a. black designated groups;
b. black people;
c. women;
d. people with disabilities; or
e. small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

(vi) Employer
means the South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.

(vii) Engineer
The person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Appendix to tender or other person appointed from time to time by the Employer and notified to the Contractor.

(viii) Guidance
Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly

[1] Derived from Preferential Procurement Regulations, 2017. Government Gazette N. 40553, 20 January 2017.
[2] Derived from Preferential Procurement Regulations, 2017. Implementation Guide.

given by a person in the direct reporting line but can be given by anyone. Guidance is not imparting skills but suggesting ways to improve performance.

(ix) Labour

Persons:

a. who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
b. who resides in the Target and Project Area(s); and
c. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies;
d. ***but who are not Targeted Labour as stated in the Contract Data***.

The personnel employed by the suppliers of goods and material are not defined as "Labour" for the purposes of this Contract.

(x) Mentoring

Mentoring is a professional relationship in which an experienced business person assists another by giving advice and imparting their knowledge and wisdom in developing special skills and knowledge that will enhance the less experienced person's professional and personal growth. The objective is to equip the business owner and his team to improve their decision-making skills, being focussed and make positive progress quickly.

(xi) Mobilisation Period

The period from the Contract Commencement Date up to just before the commencement of the Works, which period (duration) is stated in the Contract Data.

(xii) National Road

The declared national roads which fall within the Liaison Committee areas

(xiii) Project Area

The area through which the road under construction traverse or which is adjacent to and/or in proximity to project operations.

Based on market research and/or resources and skills audits, Project Areas other than defined above may be identified where preference would be given to Targeted Enterprises for subcontracting opportunities.

(xiv) Project Liaison Committee (PLC)[3]

The Committee that represents the Employer, Engineer, Contractor, project Stakeholders and the Communities affected by the project.

It is important to note that:

[3] Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.

a. elected and/or nominated political office bearers shall not be members of the PLC.
b. The Engineer and Contractor become members of the PLC on their appointment and participate in the Committee within the scope of their respective roles and responsibilities.

Established to assist the contractor to ensure that the project is successfully implemented in the target area by involving relevant stakeholders

(xv) Project Liaison Officer (PLO)[4]

The person who acts as the liaison officer for the project. The PLO facilitates the selection of Targeted Labour to be employed by the Contractor and attends to the day to day project, Stakeholder, and Community matters that impact on the parties to the PLC.

(xvi) SANRAL
The South African National Roads Agency SOC Limited, registration number 1998/009584/30.

(xvii) Stakeholders[5]

Any Stakeholder listed in the Employer's Communication Policy who is affected by the Employer's operations in the Project Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

a. Relevant Provincial departments;
b. Relevant Municipal departments;
c. Traditional authorities;
d. Community interest groups;
e. Organised youth representation;
f. Organised women representation;
g. Organised disabled people representation;
h. Other structured community groups such as religion, education, farming, etc.
i. Local transport industry forums, e.g. Bus and taxi;
j. Business sector forums;
k. Road user forums;
l. Environmental interest groups;
m. Road safety interest groups;
n. Any other recognised relevant and representative structure.

(xviii) Subcontractor
An entity subcontracted by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

(xix) Target Area

The geographic area defined in the Contract Data for Targeted Labour and which typically are:

a. one or more Provinces;

[4] Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017; CLO definition.

[5] Derived from SANRAL communication Policy, March 2018.

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

(xx) Targeted Enterprise[6]

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

a. an EME or QSE which is at least 51% owned by black people; or
b. an EME or QSE which is at least 51% owned by black people who are youth; or
c. an EME or QSE which is at least 51% owned by black people who are women; or
d. an EME or QSE which is at least 51% owned by black people with disabilities; or
e. an EME or QSE which is at least 51% owned by black people who are military veterans; or
f. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
g. a cooperative which is at least 51% owned by black people; or
h. more than one of the categories referred to in paragraphs a) to g); and
i. which is tax and COID compliant.

(xxi) Targeted Enterprise Construction Manager (TE Construction Manager)

The full-time staff member or sub-service provider appointed by the Contractor to develop, implement and monitor the training, development and support of Targeted Labour and Targeted Enterprises. The Targeted Enterprise Construction Manager also mentors, guides and coaches the Targeted Enterprises.

(xxii) Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)

The staff member or sub-service provider appointed by the Contractor to facilitate the procurement of Targeted Enterprise subcontractors

(xxiii) Target Group

A group of entities and/or persons selected from the Designated Group as defined in the Preferential Procurement Policy Framework Act Regulations, 2017 and may include both Targeted Enterprises and Targeted Labour.

(xxiv) Targeted Labour[7]

Persons:

a. who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
b. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies; and

[6] Partially derived from SANS 10845-5:2015, definition 2.
[7] SANS 10845-7:2015, definition 2.12

c. permanently reside in the Target Area(s) or who are recognized as being residents of the Target Area(s) based on identification and association with, and recognition by, the residents of the Target Area(s); and
d. who are stated as being Targeted Labour in the Contract Data.

(xxv) Training

Training refers to the process of teaching a Trainee, usually in a classroom or simulated work environment situation where principles, theory, knowledge and skills are taught, and demonstrations are given. Assignments are set to ensure that the Trainee can apply what has been taught. Training is done by a specialist in the subject, and who is qualified and accredited to train. The objective is to improve the competency of the Trainee.

3 PART II: PRINCIPLES FOR PROJECT LIAISON, SUB-CONTRACTING AND LABOUR SOURCING IN ALL SANRAL PROJECTS

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.

1. Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.
2. SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC.
3. Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.
4. Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.
5. Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of the PLC. The final database to be signed off by the PLC.
6. Setup of database of local labour for the 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.
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.

4 ESTABLISHMENT OF A PROJECT LIAISON COMMITTEE

Point 1: Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.

4.1 Purpose

The PLC is intended to give effect to the need for transparency and inclusion in the process of delivering services, through ensuring that the Contractor liaises with the project Stakeholders and affected Communities for the duration of the Contract's life cycle. This shall be achieved through structured engagement with the PLC which is established by SANRAL for this purpose.

The aims and objectives of the creation of the Project Liaison Committee shall be to:

- Facilitate constructive community participation in the formalisation and implementation of the policies of SANRAL;
- Facilitate transparency in SANRAL's allocation of resources;
- Facilitate involvement of local communities in the projects of SANRAL at a local level.

4.2 Creation

It is the intention of SANRAL that a PLC shall be established for every project. To facilitate this, initially, the first PLC shall be established through the Routine Road Maintenance (RRM) contract. The PLC shall be established by SANRAL in partnership with the Engineer and the Contractor appointed under the RRM contract. The PLC shall consist of representatives of project Stakeholders and affected Communities, SANRAL, the Engineer and the Contractor. This PLC, also termed the RRM PLC, shall form the building block of all other PLCs to be established in the area.

For any other contract, a project specific PLC shall be established. The Project specific PLC, which can be of a shorter duration, must comprise members of the RRM PLC(s), seconded members representing the specific Local Municipality(ies) and members as defined under section 4.4. The project specific PLC shall co-opt one or more members from the RRM PLC(s) for the project area(s). In addition to normal PLC duties, the co-opted members will be responsible for facilitating communication between the RRM PLC and the project specific PLC or any other PLC established for the purposes of executing any other project being implemented in the area.

Once the project has been completed or the project specific PLC disbanded, the co-opted members shall return to the RRM PLC provided that their term of office has not expired.

The creation of the PLC can follow one of the routes listed below. However, it must commence with a meeting between the SANRAL Project Manager, the Stakeholder Coordinator for the area, the Contractor and the Engineer. They must agree on the meeting dates and the route they will take for the establishment of the PLC. It will be necessary to engage the municipality in order to provide them information on the project and the route that the team proposes for the establishment of the PLC.

Engagement with the municipality must begin with the setting up of an introductory meeting to introduce the team. This can be requested through the Mayor's office, but the emphasis should be on involving technical people, the LED office and the public participation office if available.

The introductory meeting must cover the following as a minimum:

i. A presentation on:
    a. Current network in the municipality
    b. 14-point plan and the need for PLCs
    c. Transformation policy and how it affects SMMES.
    d. Details on the current project including:
        i. Relevant start and end dates
        ii. SMME packages envisaged (if project is for construction or RRM)
        iii. CPG targets
        iv. Important milestones
    e. Future projects

Below are two routes that can be followed. The team can follow an alternative route provided the Divisional Head in the region approves the proposed strategy. These routes occur after the introductory meeting with the municipality.

Route to be followed

i. A meeting is set up with the Municipality through the LED office.
i. The LED office is requested to assist with the identification of the stakeholders to be included in the PLC using the guideline provided by SANRAL.
ii. A community information session is set up by SANRAL. The municipality is informed of this process and can attend if so required.
iii. Nomination forms are distributed at the community information session
iv. Clear timelines are communicated to affected individuals for submission of the forms.
    a. The forms can be submitted to the LED office of the municipality or
    b. Can be emailed to the Project manager/Stakeholder coordinator
v. Once the forms are collected, the team confirms the membership of the PLC and communicates this to the affected stakeholders.

4.3 Legal Nature

The Project Liaison Committee shall be a voluntary association established in terms of this guideline within a defined period set by SANRAL. The members will not be remunerated for their time. However, SANRAL shall consider paying an allowance to assist in covering some of the costs of the members.

Point 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.

4.4 Structure

PLC meetings shall be chaired by SANRAL while the Engineer's representative shall provide a secretarial service to take minutes of these meetings. Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

The Contractor shall make use of the PLC as the official communication channel, and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities.

The Contractor shall delegate from among its site personnel a responsible person to serve on and participate in the PLC and its business.

4.4.1 Composition

SANRAL shall be represented by the Project Management Team (Project Manager, Engineer's Representative and Construction Manager). In addition, the Project Liaison Committee (PLC) shall consist of "elected" and nominated members representing various community organisations as set out below to include the following sectors:

Sector	Representatives
Municipality (LED office)	1
Traditional leaders	1
People with disabilities forums	1
Women Organisations	1
Youth Organisations	1
Business (incl. Contractor associations)	1
Transport Forums	1
Road Safety/Environmental Councils	1
Organized Agriculture	1
Co-opted member (s)	1

The composition and numbers of representatives above are provided as a guidance. Consultation between SANRAL, the Engineer, the Contractor and municipal representatives, including the Mayor's office, will provide final guidance on the number and organisations to be represented. Where required, additional organisations will be added, and others removed.

However, notwithstanding the guidance provided above, SANRAL does not desire that councillors become members of PLCs. While Councillors may be invited to some PLC meetings, it is SANRAL's view that they are not to become PLC members as a PLC is not a political platform.

Affected councillors can interact with the project team through the Mayor's office. If so required, a Political Steering Committee may be established for the project where political matters will be resolved.

4.4.2 Co-opted members

Co-opted members are those members that the PLC chooses to add in addition to those incorporated into the PLC from the process above.

(i) These members will include a member from the RRM PLC who coordinates with the project specific PLC. This member will get their allowance from the RRM PLC.
(ii) Councillors will also form part of the co-opted members and will not have voting rights.
(iii) Co-opted members shall have limited rights of participation at PLC meetings. They will not vote and shall not receive allowances from SANRAL.

4.5 Selection of members

4.5.1 General Principles of Membership

Membership as defined above is open to any person residing within the boundaries of the Project Area but does not apply to co-opted members.

4.5.2 Nominations

Nominations shall be forwarded using the prescribed nomination form (annexed to this document). All nominations shall indicate:

- The name of the nominee
- The name of the proposer, and 5 seconders
- The name of the residential area of the nominee
- The organisation for which the nomination is being made
- Acceptance of nomination by the nominee

(i) All candidates must comply with provisions of clause 4 of this guideline.
(ii) The duration of the nominee's participation in the PLC shall depend on the duration of the project or the duration of the PLC, whichever comes first.
(iii) The nomination process shall be conducted in consultation with the municipality(ies) in the project area.
(iv) The municipality shall be contacted through the Local Economic Development (LED) office.

5 DUTIES OF THE PLC

The PLC is the official communication channel through which communication with project Stakeholders and affected Communities is carried out.

The PLC is also the official communication channel through which project Stakeholders and the affected Communities communicate with the project team on the impact that the project has on them, or is anticipated to have on them, or on any other project matter.

This guideline requires the PLC to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages.

The PLC shall execute the following duties:

Point 3: Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.

(i) Assist the Employer and Engineer to source suitable candidates, based on the Employer's qualifying criteria, for the position of PLO.
(ii) Observe and verify that the qualifying criteria and procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant legislation and regulations.

Point 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

(i) Assist the Engineer to identify the project's Target and Project Area(s) from which Targeted Labour and Targeted Enterprises could be employed and subcontracted respectively and sign off the identified Target and Project Area(s).
(ii) Assist the Engineer to identify the project's Target Groups for inclusion in the Tender Documents and sign off the identified Target Groups

Point 5: Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of the PLC. The final database to be signed off by the PLC.

(i) Verify that Targeted Enterprises on the preliminary Targeted Enterprise Database are authentic in terms of the Contract Data and other Database criteria agreed with the Employer, Engineer and Contractor.
(ii) Alert possible eligible or qualifying Targeted Enterprises that are not on the preliminary Database of the opportunity.
(iii) The PLC shall sign off the project database that will be used for procurement of SMMEs.
(iv) The Targeted Enterprise Database shall be updated at every instance that a new subcontract tender or group of similar subcontract tenders are to be let for Targeted Enterprise work packages.
(v) Give input to the Contractor in establishing the eligibility and preference criteria to subcontract Targeted Enterprises and endorse the agreed criteria.
(vi) Peruse and endorse the Project Databases compiled by the PLO and the Contractor from which Targeted Enterprises will be subcontracted.
(vii) Verify that the criteria and methodologies applied by the Contractor to subcontract Targeted Enterprises were executed in a fair and transparent manner, and within the Employer's and Government's Supply Chain Management Policies.

Note:

a. Targeted Enterprises within the Project Area shall be encouraged and assisted to register on the CSD and to be compliant with all other statutory requirements.
b. Based on the above considerations, additional criteria for the Targeted Enterprise Database may be agreed with the Employer, Engineer and PLC to ensure that EME and QSE enterprises are targeted as intended by the Employer.
c. Once the Targeted Enterprise Database has been agreed with the Employer and the Engineer, and endorsed by the PLC, the Contractor shall invite Targeted Enterprises to tender for the Targeted Enterprise work packages and preference shall be given to those Targeted Enterprises that adhere to the Database criteria.
d. Any Targeted Enterprise may respond to the invitation to tender, but preference shall be given to those Targeted Enterprises that adhere to the Database criteria, which shall be measured by means of a functionality evaluation.
e. The Targeted Enterprise Database shall be a "live database". The Targeted Enterprise Database criteria shall be updated at every instance that a new tender or group of similar tenders are being let for Targeted Enterprise work packages.

Point 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.

(i) Give input to the Contractor in establishing the eligibility and preference criteria to employ Targeted Labour and endorse the agreed criteria.
(ii) Peruse and endorse the Project Databases compiled by the PLO and the Contractor from which Targeted Labour will be employed.
(iii) Verify that the criteria and methodologies applied by the Contractor to employ Targeted Labour were executed in a fair and transparent manner, and within the Employer's and Government's Supply Chain Management Policies.
(iv) The PLC shall sign off the project database that will be used for the recruiting of labour.

Point 7: Handover of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PLC.

Point 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.

(i) Receive reports and ensure transparency in the appointment of Targeted Enterprises in local projects of SANRAL notwithstanding that the authority to appoint such Targeted Enterprises shall remain with SANRAL. (Observer status)

Point 9: Appeals on the tender process to be escalated to SANRAL for an independent review.

(i) Agree with the Employer, Engineer and Contractor on a dispute resolution mechanism to resolve any disputes that may arise between the Employer, Engineer, Contractor, PLC, project Stakeholders and/or affected Communities.
(ii) Assist the Employer, Engineer and Contractor to liaise with project Stakeholders and the affected Communities to resolve any disputes between the Employer, Engineer and/or Contractor and project Stakeholders and the affected Communities, which occurred due to the project.

Point 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.

Point 11: Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.

(i) Make recommendations to the Contractor on the training needs, eligibility criteria and selection criteria, for the provision of training to Targeted Labour, Targeted Enterprises, Designated Groups, project Stakeholders and the affected Communities.
(ii) Observe and verify that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

Point 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.

Point 13: Formal contracting arrangements to be ensured for all projects.

(i) Verify that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises were applied in a fair and transparent manner and according to the Employer's employment and subcontracting requirements.

Point 14: Communication to be streamlined through the PLC and used to manage expectations of local business and communities.

(i) Inform the entities whom they represent of any project matters which the Employer, Engineer and Contractor wishes to communicate with project Stakeholders and the affected Communities.
(ii) Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on project Stakeholders and the affected Communities.

(iii) Inform the Contractor of Stakeholder and/or Community requests and/or needs, which could possibly be addressed within the project's Scope of Work.
(iv) Inform the Employer, Engineer and Contractor of any road safety concerns within the project area(s) and advise them of possible mitigating measures and/or road safety programs that will be most feasible for acceptance by the affected Communities to promote road safety.
(i) Inform the Employer, Engineer and Contractor of any project matters that are impacting, or are anticipated to impact, negatively on project Stakeholders and the affected Communities.

Additional duties
(i) Meet prior to the monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to project Stakeholders and the affected Communities, the Employer, the Engineer and/or the Contractor.
(ii) Inform the Employer of any training that members of the PLC require to execute its duties.
(i) The PLC shall have full powers to decide on any matter which they are empowered to decide on falling within the Project Area and outlined duties.
(ii) The PLC may assign members to report back to specific sectors and/or constituencies within the PLC.
(iii) The PLC may establish working groups and/or adhoc committees to fulfil its work subject to fulfil tasks as per contract. This must be recommended by the PLO and authorized by SANRAL.

6 DUTIES OF THE PLO

The PLO shall facilitate the employment of Targeted Labour and shall coordinate communication between the Employer, Engineer, Contractor and the PLC to address the day to day project, Stakeholder, and Community matters that impact on the parties to the project.

The SANRAL Project Liaison Committee Guidelines requires of the PLO to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a detailed description is provided here.
The SANRAL Project Liaison Committee Guidelines requires of the PLO to execute specific duties during the design and construction phases of the project. These duties include the following:

i. Except for taking the minutes of PLC meetings which is a duty of the Engineer, the PLO shall provide a secretariat function to the PLC which includes, amongst others, the following:
   a. Schedule meetings;
   b. Compile meeting agendas;
   c. Compile document packages for meetings;
   d. Distribute minutes of meetings;
   e. Assist representatives of project Stakeholders and affected Community to formulate their communication to the PLC in writing;
   f. Distribute written communication between the parties to the PLC;
   g. Keep records of all PLC correspondence and documentation; and
   h. Provide any other reasonable secretariat function required by the PLC.
ii. Attend all PLC meetings to report on the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.
iii. Attend all monthly project site meetings to report on the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.
iv. Attend any other meetings related to the project and in which any of the project Stakeholders, affected Communities, Targeted Labour and Targeted Enterprises are involved.

v. Maintain a full-time presence on site to monitor and address the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.
vi. Maintain a full-time presence on site to assist the parties to the PLC in the day to day liaison with each other.
vii. Assist the Engineer and the Contractor to disseminate information to PLC members such as:
    a. the basic Scope of the Works and how it will affect the Community;
    b. the project programme and regular progress updates;
    c. the anticipated employment and subcontracting opportunities;
    d. the project programme as it pertains to the employment of Targeted Labour and subcontracting of Targeted Enterprises;
    e. Occupational Health and Safety precautions; and
    f. any other information relevant to project Stakeholders and the affected Communities.
viii. Be well acquainted with the contractual requirements as it pertains to Targeted Labour employment and training.
ix. Assist the PLC to establish and agree the criteria to be followed when selecting and employing Targeted Labour.
x. Assist the Engineer and the Contractor in their resources and skills audits by providing a coordinating function between the Engineer, the Contractor, project Stakeholders and the affected Communities.
xi. Ensure that Targeted Labour databases are compiled based on the agreed eligibility and selection criteria and that it is updated as and when required.
xii. Coordinate the selection and employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor's labour and skills requirements.
xiii. Ensure that each Targeted Labourer enters into an employment contract which adheres to current and relevant Labour legislation.
xiv. Ensure that each Targeted Labourer understands the conditions of his/her employment contract, with an emphasis on the employment start date, end date and wages payable.
xv. Identify and inform the Contractor of any relevant training required by the Targeted Labour.
xvi. Attend all disciplinary proceedings to ensure that hearings are fair and conducted in accordance to the current and relevant Labour legislation.
xvii. Be proactive in identifying project Stakeholder and affected Communities' (including Targeted Labour and/or Targeted Enterprise Subcontractor), requirements, disputes, unrest, strikes, etc. and bring it to the attention of the PLC.
xviii. Assist the parties to the PLC to resolve any disputes, which may occur due to the project.
xix. Other than the document records to be kept as mentioned in above, keep record of all other documents and processes pertaining to the employment of Targeted Labour.
xx. Produce and submit a monthly report to the PLC on PLC and other meetings attended by the PLO, as well as on Targeted Labour employment, and project Stakeholder, affected Community and any other project matters that impact on the parties to the PLC.

7 MEETINGS

7.1 Principles and procedure:

The PLC shall meet as often as required with the Employer and the Engineer, to discuss and resolve the project's initiation, design stage and construction stage matters, which are of interest or concern to project Stakeholders and the affected Communities, the Employer and the Engineer.

7.1.1 Agenda

(i) An agenda shall be made available or displayed to all participants at the commencement of such meetings or the minutes of the previous meeting will serve as the agenda of such meetings.
(ii) The agenda shall not be amended without prior approval from SANRAL.

7.1.2 Apologies

(i) Apologies shall be in writing except in emergency where the member apologising cannot communicate the apology in writing.
(ii) Apologies may be sent through any media agreed to prior by the PLC for example through SMS or WhatsApp messaging or similar application.

7.1.3 Non-Attendance

(i) The organization, represented by a member who fails to attend 3 consecutive meetings without an apology, will be informed in writing and asked to nominate a replacement member.

7.1.4 Language

(i) The meetings will be conducted in English to enable all participants at the meeting to understand the discussions of the meeting.
(ii) However, care and consideration must be given to provide non-English speakers an opportunity to participate. Therefore, where desirable, any of the 11 official languages maybe be used to conduct the meeting. If another language other than English is used, the minutes of the meeting will need to be transcribed, translated and recorded in English.

7.1.5 Other

(i) The PMT shall provide a finger lunch for PLC members at PLC meetings.

7.2 The Chairperson shall:

(i) Chair all meetings of the PLC;
(ii) Co-ordinate all the activities of PLC;
(iii) Ensure that members are fulfilling their tasks as assigned by the PLC;
(iv) See to the execution of decisions taken by the PLC;
(v) Ensure the validity of members' claim for allowance;
(vi) Ensure compliance of all activities of the PLC with current rules, law and general SANRAL policy; and
(vii) Be a co-signatory to all official documents of the PLC.

7.3 Notice of meetings

(i) The notice of the meeting for the PLC shall be given at least seven (7) calendar days prior to the meeting date.

(ii) Where meetings have been diarised over a period of time by the PLC, it shall be the duty of each PLC member to ensure his/her attendance on set dates.
(iii) Where a PLC member has missed any meeting, he/she bears the onus of establishing the date and venue of the next meeting.

7.4 Quorum

(i) The quorum for PLC meetings shall be constituted by 50%+1 ratio excluding co- opted members.

7.5 Venue

(i) The venue for PLC meetings shall be the project site office or any other venue agreed to by the members of the PLC and approved by SANRAL.
(ii) During the Covid 19 lockdown, or any other lockdown as announced by government, the meetings shall be held on an online platform such as WhatsApp, Teams, Zoom or similar.

7.6 Frequency

(i) Meeting will be conducted monthly or as the need requires.

7.7 Confidentiality

(i) PLC members shall regard all information in their possession as confidential and shall treat it in line with the relevant legislation.
(ii) Information for public dissemination shall be clearly indicated by the committee to ensure that sensitive information is only disseminated to the correct audience.

7.8 Conflict

PLC members shall:
(i) Ensure that no conflict of interest arises from members' involvement in the PLC and potential involvement in targeted labour recruitment and/or targeted enterprises procurement and/or any other supplier/subcontractor/service provider procurement or involvement in the contract.
(ii) Ensure that they, or companies in which they hold equity, will not tender on the project for any work or subcontract that may be issued. Should they tender, this will be treated as conflict and the tender proposal which they submit will not be evaluated further.

7.9 Removal from office

(i) PLC members who violate the provisions of this guideline will be removed from their role as a PLC member at the sole discretion of SANRAL.
(ii) SANRAL reserves the right to recover any costs from members whose actions can be regarded as detrimental to SANRAL or to the execution of the project.
(iii) SANRAL also reserves the right to recommend criminal prosecution if the offence warrants such action.
(iv) SANRAL reserves the right to dissolve the entire PLC should SANRAL believe such an action is in its best interest. SANRAL will not be obliged to reconstitute the PLC if such a dissolution occurs.

8 TERM OF OFFICE

(i) The duration of the nominees participating in the PLC (term of office) shall depend on the duration of the project but will be limited to 3 years.
(ii) The term of office will be renewable every 12 months depending on conduct of the PLC member and their performance in the discharge of their duties.
(iii) If SANRAL finds the performance of the PLC member to be below expectation or their conduct to be unacceptable, the affected member will be discharged from their obligations and a new nomination process shall commence.

9 APPLICATION AND AMENDMENTS

(i) This guideline shall be in force after its initial adoption and signing by SANRAL.
(ii) PLC members may peruse and make recommendations on the duties of, and procedures to be followed by, the PLC to fulfil its duties.

Note: The principles of the guidelines shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.

This guideline is adopted and will be in force with effect from this……day of ……20….

Signed for and on behalf of SANRAL

Project Manager/Chairperson .....

Print Name .....

Witnessed by .....

PLO .....

Print Name .....

PLC members:

	Sector represented	Representative name	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

ANNEXURE 1: Nomination form

Details of individual or organisation making the nomination

I……Representing……..here by nominate ……to be a member of the PLC for project ……

Details of the seconders (individuals supporting the nomination)

	Name	Surname	Organisation
1			
2			
3			
4			
5			

Details of the individual accepting the nomination (nominee)

Name & Surname	
Organisation	
Residential address	
Ward	
Municipality	

I……. I.D number ……..hereby accept the nomination to be a member of the PLC for project ……

I hereby accept to be bound by the prescripts of the GUIDELINES FOR PROJECT LIAISON COMMITTEE (PLC) & PROJECT LIAISON OFFICERS and will always act in good faith.

Signature…….. Date ……

Witness 1

Name…….Surname…….Signature……

Witness 2

Name…….Surname…….Signature……

APPENDIX 11: PROFORMA SUBCONTRACT DOCUMENT FOR TARGETED ENTERPRISES

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONVENTIONAL CONSTRUCTION WORKS SUBCONTRACT PROFORMA

VERSION 2: AUGUST 2022

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

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

Subcontract version	Aligned with	Main Contract Book 2 and Book 3 version
Version 1: June 2022	⟶	Versions 2019.1(July 2019), 2020.1(April 2020), 2020.2(May 2020), 2020.3(July 2020) & 2020.4(Sept 2020)
Version 2: August 2022	⟶	**Version 2021.1 (March 2021)**
Version 3 (future)	⟶	Version 2022.1 (June 2022)

Summary of changes from version 1 to version 2

- *General*
  - *All reference to COLTO Standard specification is replaced by the COTO Standard specification (October 2020 edition)*
  - *Majority of changes is to align specification with Section D1000 of main contract.*
- *Tender Notice*
  - *Added reference to CSD eligibility requirement (as per D1000)*
  - *For CIDB, replaced reference of C.2.1.1 to C.3.11 due to CIDB being removed from eligibility requirements (as per D1000).*
- *Tender Data*
  - *C.2.1.1 CIDB removed as eligibility requirement ito Section D1000 of main contract, and due to COID and tax being compliance requirements – removed it from EME, QSE and ownership requirements (as per D1000).*
  - *C.3.11 Added CIDB requirements (previously under eligibility) into 1. Functionality evaluation. Added Compliance requirements from D1000 as a new 4. Renumber old 4. Negotiating acceptable tender sum, and removed information related to old Main contract proforma. Added % limitations on negotiation (as per D1000 of main contract).*
  - *C.3.13 Removed tax compliance and COID as it was added to C.3.11.*
- *Returnable schedules*
  - *Form A6: Added note to tenderer on 7 calendar compliance period for tax as per Section D1000*
  - *Form A9: In notes to tenderer, replaced 5 calendar days with 7 calendar days for compliance with COID, and added exclusion for compliance for CIDB 1, (as per Section D1000, CIDB 1&2 is excluded but ito legislation only CIDB 1 can be excluded).*
  - *Form C1: Amended notes to tenderer by amending payitem numbers as per COTO numbers and to be more clear on intention of form.*
- *Conditions of Subcontract*
  - *Flow Chart – Replaced the Typical sequence of Payment Events envisaged to align with amended payment conditions.*
  - *Clause 1.1.41 – aligned definition of Target Area with Section D1000*
  - *Clause 1.1.42 – aligned definition of Targeted Enterprise with Section D1000*
  - *Clause 1.1.43 – aligned definition of Targeted Labour with Section D1000*
  - *Clause 1.1.45 – aligned definition of day with Main contract definition change*
  - *Clause 8.6 – Amended payitem reference to align with COTO number*
- *Contract Data*
  - *13.5 – Added electrical work materials index to align with main contract data.*
- *Pricing Instructions*
  - *C2.1.3 – Removed Lump sum, prov sum and prime cost as it is defined in COTO as per main contract*
- *Scope of works*
  - *C3.1.12 – Aligned specification for support to Targeted Enterprises with D1000 wording*
  - *C3.1.13 – Aligned specification for training with D1000 wording*
  - *C3.2 – Amended reference to COTO*
  - *C3.3 – Corrected section references and item numbering to align with COTO.*

GENERAL NOTES TO COMPILER:

1. Before proceeding, accept all changes in the proforma document, then select “Track Changes” to clearly indicate all of the Compiler’s changes in the draft document (i.e. highlighted for inclusions and crossed out for deletions).

2. All notes to Compiler are to be addressed and then removed from the draft and final documents. However, do not amend the document footer indicating the proforma document version used.

3. Confirm with the Engineer the number of copies of the draft documentation to be submitted to the Engineer.

4. Where possible, the draft documentation should be printed double-sided to reduce the volume of the documentation.

5. On submission of the draft documentation to the Engineer, the Contractor shall also submit on its letterhead a duly signed and dated version of the disclaimer below. This disclaimer is given as an example of an acceptable format of the disclaimer, but submission of this page with the example completed shall not be accepted. The disclaimer shall not form part of the final tender documents.

6. Following the discussion or review of the draft documents by the Engineer, the Contractor is to accept all the tracked changes and incorporate the comments from the Engineer again through track changes for record purposes. These changes are then to be accepted into a final tender document. A CD containing the final tender document as well as all versions with all the changes indicated as tracked changes is to be submitted to the Engineer. Any major Deviations from this Pro-Forma document is to be done in consultation with Sanral Project Manager.

7. Although the document is submitted for review to the Engineer, the Contractor is still ultimately responsible for the correctness and applicability of the information supplied in the document.

8. These pages containing Notes to the Compiler do not form part of the tender document and must be deleted before submission of the draft documentation.

9. The Subcontract number and description is linked to the title page and page T1-3. **Insert a unique subcontract package number after SUBCONTRACT NO., Insert a unique subcontract package description after FOR, Insert the main SANRAL contract number after UNDER CONTRACT SANRAL, and Insert main SANRAL contract description title after FOR THE,** on the Title page and on Page T1-3. The links in the document to be updated (on opening the document a request if the links is to be updated is to be accepted to update all the links in the document). Additional links can be added for other information repeated multiple times in the document to assist with future document preparation.

10. In the document different options are provided for tender document collection, tender training, tender briefing and tender submission. Provision is either made for the above processes by remote electronic means or by physical means. Electronic document collection and tender submission is preferred, whereas Physical tender training and tender briefing is preferred. The selection of the appropriate option will depend on the access and availability of electronic means.

11. This Pro-Forma is a generic document intended for use for all subcontract tenders. However, special attention to wording and requirements to be made where to be utilised for tenders aimed at CIDB 1 & 2 contractors. The document can also be utilised as basis for Supplier tenders but to be amended in line with CIDB Conditions for supply of goods and services contracts and adaptation of the Specification.

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

I, the Construction Manager, ...

acting on behalf of AB CONTRACTOR ***(Compiler to insert name of the Contractor)*** **.....**

declare that it has no material interest in any of the project specifications submitted and that the project specifications do not in any way whatsoever support a single product or system. All the project specifications are submitted based on SANRAL's latest requirements as well as on current industry and international best practice, the information for which are at the Engineer's disposal.

Signed for on behalf of

.....

(Insert the full name of the Contractor)

Contractor's Details:

Signature: .....

Print Name: .....

Date: .....



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

SUBCONTRACT DOCUMENT

BASE DATE:
(Note to compiler: Insert Base date
Base date is 28 days prior to submission of Subcontract Offer

TENDER DOCUMENT
VOLUME 3

(Note to compiler: Insert Contractors details and address)
AB CONTRACTORS
Street address
Suburb
Town
Code

NAME OF TENDERER: .....

Set sequential number

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

SUBCONTRACT DOCUMENT

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

THIS DOCUMENT COMPILED BY:

AB CONTRACTORS Street address Suburb Town Code Tel: Fax: e-mail:	Joint Venture *(Note to Compiler: Delete this column if no JV information is to be recorded)*	ABC CONTRACTORS Street address Suburb Town Code Tel: Fax: e-mail: *(Note to Compiler: Delete this column if no JV information is to be recorded)*

UNDER THE DIRECTION OF:

(Note to Compiler: complete the relevant regional details)

The Regional Manager
(Northern/ Southern/ Eastern/ Western Region)
The South African National Roads Agency SOC Ltd
Street address
Suburb
Town
Code

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

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

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

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

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

VOLUME 3: Project Document.

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

Notes to Tenderer:

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

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

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

   The conditions of tender are the standard conditions of tender as contained in Annexure C of the STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS, AUGUST 2019: Standard conditions of tender, document, which the tenderer may download himself from the CIDB website
   https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf

   At contract stage Volume 3 will be a bound signed paper copy containing the following documents:
   - **Returnable schedules relevant to the project**
   - **Agreements and Contract Data**
   - **Pricing Data**
   - **Scope of Work**
   - **Site Information**

4. **SUBMISSION OF TENDER – Of the contract documents, only the following elements of Volume 3 needs to be submitted:**
   (Note to Compiler: Option 1: Where remote electronic means are available)
   Submitted electronically by e-mail or uploaded to share drive, in the following order:
   a) Form of Offer (signed and scanned as pdf)
   b) All returnable schedules and attachments (signed and scanned as pdf)
   c) **Completed Pricing Schedule (scanned copy in pdf and copy in excel)**

   (Note to Compiler: Option 2: Where remote electronic means are not feasible)
   Submitted electronically on a CD or USB device, in the following order:
   a) Form of Offer (signed and scanned as pdf)
   b) All returnable schedules and attachments (signed and scanned as pdf)
   c) **Completed Pricing Schedule (scanned copy in pdf and copy in excel)**

   (Note to Compiler: Option 3: Where options 1 and 2 is not feasible)
   Submitted in hardcopy in a neatly bound file and in the following order:
   a) Form of Offer (paper copy)
   b) All returnable schedules and attachments (paper copy)
   c) Completed Pricing Schedule (paper copy)
   d) Completed Pricing Schedule (electronically completed on CD in excel) ***(Note to Compiler: Decide on only paper copy or paper and electronic copy based on the size of the pricing schedule)***

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

Information provided by a tenderer over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the contract document if the information has a bearing on the tender price and/or project specifications.

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PART T1: TENDERING PROCEDURES

PART T1 TENDERING PROCEDURES

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AB CONTRACTOR (Compiler to insert name of the Contractor)

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

Notes to Compiler:

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

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

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

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

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

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

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

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

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

(Notes to Compiler:

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

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

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

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

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

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

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

SUBCONTRACT TENDER DOCUMENTS

Tender documents are available :

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

TENDERERS' BRIEFING AND TRAINING

(Note to Compiler: Option 1: preferred)
A compulsory tender clarification briefing and training session(s) with representatives of the Contractor and Engineer will take place at ..... *(Compiler to state the street address)***.** Prospective tenderers must pre-book for the clarification briefing and training session, due to venue size limitations. A request for a clarification briefing and training session date and time is to be sent to the following address …… *(Compiler to insert e-mail address and/or telephone number for requests)***.** Tenders from tenderers who arrived late at the clarification briefing session **will not be allowed, and their submissions shall be declared non-responsive.**
A tenderer's representative cannot represent more than one tenderer at the clarification briefing session.

(Note to Compiler: Option 2: where Option 1 is not feasible and remote electronic means are available)
A tender clarification briefing presentation / pre-recorded video and training presentation are available to be downloaded via share drive / via website / via e-mail *(Compiler to select appropriate)*.Prospective tenderers may send a request for a link to the clarification briefing and training documents to the following address …… *(Compiler to insert e-mail address for requests)*

(Note to Compiler: Option 3: where Option 1 and 2 is not feasible but electronic means are available)
A tender clarification briefing presentation / pre-recorded video and training presentation / pre-recorded video are available to be collected on a CD / USB device. The physical address for collection of the clarification briefing and training documents is …….., *(Compiler to state the street address of the relevant office)* where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from …… *(Compiler to state date)*. Prospective tenderers who cannot access the information on the CD / USB device must pre-book for access to a computer workstation on site on a specific day and time. A request for access to a computer workstation is to be sent to the following address …… *(Compiler to insert e-mail address and/or telephone number for requests)*

COMPLETION AND DELIVERY OF TENDERS

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

(Note to Compiler: Option 1: preferred where remote electronic means are available)
Only tender offers submitted electronically by e-mail / uploaded to share drive *(Compiler to select appropriate)* as specified in the Tender Data will be accepted.
Tenders may only be submitted in the format as stated in the Tender Data.

(Note to Compiler: Option 2 and 3 : where option 1 is not feasible)
Only tender offers submitted in Hardcopy / electronic format on CD or USB device *(Compiler to select appropriate)* and delivered to the address specified in the Tender Data will be accepted.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
Tenders may only be submitted in the format as stated in the Tender Data.

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

Enquiries	
Contact Person:	*(insert the contractor contact info)*
Fax No:	
E-mail:	

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

T1.2 TENDER DATA

T1.2 TENDER DATA

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

The standard conditions of tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between the tender data and the standard conditions of tender.
Where in the Standard Conditions of Tender reference is made to "bills of quantities" or "schedules of prices" it shall also mean "schedule of quantities" or "pricing schedule".
Where in the Standard Conditions of Tender reference is made to "the Employer", it shall mean "the Contractor" as defined in C.1.1.

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

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

Clause Number	Data
C.1.2	The tender documents issued by the Contractor comprise: **Part T1: Tendering Procedures** • T1.1 Tender Notice and Invitation to tender • T1.2 Tender data **Part T2: Returnable documents** • T2.1 List of returnable documents • T2.2 Returnable schedules **Part C1: Agreements and contract data** • C1.1 Form of Offer and Acceptance • C1.2 Contract data **Part C2: Pricing data** • C2.1 Pricing instructions (assumptions) • C2.2 Pricing Schedules/Bill of quantities **Part C3: Scope of work** **Part C4: Site information** **Part C5: Annexure**
C.1.4	Communication shall be from the Contractor. The language for communications is English. The Contractor's contact details are: ***(Note to Compiler: Insert Name of the contracting firm)*** ***Address:*** ***Telephone number:*** ***E-mail):***
C.1.5	The requirement for prior approval of the relevant treasury shall not apply.
C.1.6.2	Clause C.1.6.2 is not applicable.
C.1.6.3	Clause C.1.6.3 is not applicable.
C.2.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders. a) National Treasury Central Supplier Database Tenderers, or in the event of a joint venture, each member of the joint venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered at tender closing; the tender will be declared non-responsive b) Criteria for preferential procurement Only tenderers who comply with the following requirements: a. an EME or QSE which is at least 51% owned by black people; or b. an EME or QSE which is at least 51% owned by black people who are youth; or c. an EME or QSE which is at least 51% owned by black people who are women; or d. an EME or QSE which is at least 51% owned by black people with disabilities; or e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or f. a cooperative which is at least 51% owned by black people; or g. an EME or QSE which is at least 51% owned by black people who are military veterans; or h. more than one of the categories referred to in paragraphs a to g. ***Note to Compiler: In the event that the tender is intended only for a specific target group in terms of the CPG plan ie women owned, youth owned, military veteran owned, or disabled owned then the above list is to be amended accordingly. The selection of a specific targeted group must be supported by a market analysis.*** The tenderer shall submit a valid B-BBEE certificate or Sworn Affidavit (where applicable) in compliance with the requirements of Tender Data C.3.11., as proof of eligibility.

Clause Number	Data
	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 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 BBBEE 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 all the eligibility criteria will result in a non-eligible tender.
C.2.2.2	Tender documents are available at no cost.
C.2.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of condition of tender C.3.8.
C.2.7	The arrangements for a clarification briefing and tender training session are: ***(Note to Compiler: Select appropriate option and insert relevant data and ensure that it is the same as it appears in the Tender Notice)*** ***(Note to Compiler: Option 1: preferred)*** A compulsory tender clarification briefing and training session(s) with representatives of the Contractor and Engineer will take place at ..... ***(Compiler to state the street address)*** Prospective tenderers must pre-book for the clarification briefing and training session, due to venue size limitations. A request for a clarification briefing and training session date and time is to be sent to the following address …… ***(Compiler to insert e-mail address and/or telephone number for requests)*** The clarification briefing session shall start strictly at the time indicated. Only then will the Contractor's Representative circulate the attendance register for completion by those present. During this time, prospective tenderers may enter and complete the register. On completion by all present the Contractor's Representative will: (a) read out from the collected lists calling for confirmation that all have signed; (b) close the door and not allow late arrivals to participate in the briefing session and their submissions shall be declared non-responsive. The signatures on the attendance register and duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole briefing session and was available to hear all directives and clarifications given at the briefing session. Tenderers shall sign the attendance list in the name of the tendering entity or in the name of a member of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list. Tenders from tenderers who arrived late at the clarification briefing session **will not be allowed, and their submissions shall be declared non-responsive.**

Clause Number	Data
	The onus rests with the tenderer to ensure that the person attending the clarification briefing on its behalf is appropriately qualified to understand all directives and clarifications given at the briefing. A tenderer's representative cannot represent more than one tenderer at the clarification briefing. *(Note to Compiler: Option 2: where Option 1 is not feasible and remote electronic means are available)* A tender clarification briefing presentation / pre-recorded video and training presentation / pre-recorded video are available to be downloaded via share drive / via website / via e-mail *(Compiler to select appropriate)*. Prospective tenderers must send a request for a link to the clarification briefing and training documents to the following address …… *(Compiler to insert e-mail address for requests)* The onus rests with the tenderer to ensure that the representative reading / viewing the clarification briefing presentation / video is appropriately qualified to understand all directives and clarifications given in the presentation / video. The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation / video and clearly understood all directives and clarifications given in the presentation / video. *(Note to Compiler: Option 3: where Option 1 and 2 is not feasible but electronic means are available)* A tender clarification briefing presentation / pre-recorded video and training presentation / pre-recorded video are available to be collected on a CD / USB device. The physical address for collection of the clarification briefing and training documents is the ……..., *(Compiler to state the street address of the relevant office)* where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from …… *(Compiler to state date)* Prospective tenderers who can not access the information on the CD / USB device must pre-book for access to a computer workstation on site on a specific day and time. A request for access to a computer workstation is to be sent to the following address …… *(Compiler to insert e-mail address and/or telephone number for requests)* The onus rests with the tenderer to ensure that the representative reading / viewing the clarification briefing presentation / video is appropriately qualified to understand all directives and clarifications given in the presentation / video. The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation / video and clearly understood all directives and clarifications given in the presentation / video.
C.2.8	Request clarifications at least 7 working days before the closing time.
C.2.9	Limited insurance will be provided by the Contractor.
C.2.12	Alternative tender offers will not be considered.
C.2.13.2	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form D1) in the format as indicated in clause C.2.13.3.
C.2.13.3	Only the following needs to be submitted. *(Note to Compiler: Option 1: preferred)* The following information to be submitted electronically by e-mail / uploaded to share drive *(Compiler to select appropriate)*, in the following order: a) Form of Offer (signed and scanned as pdf) b) All returnable schedules and attachments (signed and scanned as pdf) *c)* Completed Pricing Schedule (scanned copy in pdf and copy in excel) Prospective tenderers must submit the completed tender document in a folder marked "Subcontract number & Tenderer name" to …… *(Compiler to insert e-mail address)* / loaded to share drive with the following link ….. *(Compiler to insert link)* *(Compiler to select appropriate method)* *(Note to Compiler: Option 2: where remote electronic means are not feasible)*

Clause Number	Data
	The following information to be submitted in electronic format on CD or USB device, in the following order: a) Form of Offer (signed and scanned as pdf) b) All returnable schedules and attachments (signed and scanned as pdf) *c)* Completed Pricing Schedule (scanned copy in pdf and copy in excel) Place and seal the CD or USB devise containing the completed tender document in an envelope clearly marked "TENDER" and bearing the tenderer's name, physical address and contact number, the tender subcontract number and description, the tenderer's name, the tenderer's physical address and contact telephone numbers. The details to be shown on each tender offer package are: **TENDER CLOSING TIME:** 11:00 on Day, Date *(Note to Compiler: State time, day and date)* FOR SUBCONTRACT *(Note to Compiler: Insert Contract number and description)* **CONTRACTOR:** Name of Contractor Address Contact Number *(Note to Compiler: Insert relevant office physical address and contact number)* **TENDERER:** Name: Physical address: Contact Numbers: Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Contractor's address. *(Note to Compiler: Insert location map of relevant submission office)* It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Contractors tenders received register. *(Note to Compiler: Option 3: where options 1 and 2 are not feasible)* The following information to be submitted in hard copy, in a neatly bound file and in the following order: a) Form of Offer (signed printed paper) b) All returnable schedules and attachments (signed printed paper) *c)* Completed Pricing Schedule (printed paper *d)* Completed Pricing Schedule (electronically completed on CD in excel). *(Note to Compiler: Decide on only paper copy or paper and electronic copy based on the size of the pricing schedule)* Place and seal the completed tender document in an envelope clearly marked "TENDER" and bearing the tenderer's name, physical address and contact number, the tender subcontract number and description, the tenderer's name, the tenderer's physical address and contact telephone numbers. The details to be shown on each tender offer package are: **TENDER CLOSING TIME:** 11:00 on Day, Date *(Note to Compiler: State time, day and date)* FOR SUBCONTRACT ***(Note to Compiler : Insert Contract number and description)*** **CONTRACTOR:** Name of Contractor Address Contact Number *(Note to Compiler: Insert relevant office physical address and contact number)*

Clause Number	Data
	TENDERER: Name: Physical address: Contact Numbers: Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Contractor's address. *(Note to Compiler: Insert location map of relevant submission office)* It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Contractor's tenders received register.
C.2.13.5	Submit the tender offer as indicated in clause C.2.13.3.
C.2.13.7	Submit the tender offer as indicated in clause C.2.13.3.
C.2.14	Provided that the omission is not a material omission, the Contractor reserves the right to condone the omission and may waive any nonconformities in the tender. Provided that the omission is not a material omission, the Contractor reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities in the tender related to documentation requirements. In the event of any discrepancy between the contents of the electronically priced schedule (if applicable), the print-out thereof and the electronically provided pricing schedule (if applicable) in pdf format, the contents of the provided pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the signed print-out shall be taken as the valid submission.
C.2.15	The closing time for submission of tender offers is 11:00 on Day, Date *(Note to Compiler: Insert relevant time, day and date)*
C.2.16.1	The tender offer validity period is 12 weeks.
C.2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9, such tenderer may be barred from tendering on any of the Contractor's future subcontract tenders under this main contract for a period to be determined by the Engineer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer. The Contractor may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
C.2.18.1	Any additional information requested under this clause must be provided within five (5) working days of date of request.
C.3.1.1	The Contractor shall respond to clarifications received up to seven (7) working days before tender closing date.
C.3.2	The Contractor shall issue addenda until five (5) working days before tender closing date.
C.3.4	The time and location for opening of the tender offers shall be: Time: 11:00 on Day, Date *(Note to Compiler: Insert relevant time, day and date)* *(Note to Compiler: Option 1: preferred)* Venue: Opening of the tender offer via live streaming. An Invitation with a link shall be sent

Clause Number	Data
	to all tenderers that accessed the tender documentation. *(Note to Compiler: Option 2: where option 1 is not feasible)* Venue: ……. *(Note to Compiler: insert location and address)*
C.3.5	Clause C.3.5 is not applicable.
C.3.7	Prior to disqualification, the Contractor shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years. In the event of disqualification, the Contractor may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Contractor shall inform SANRAL who in turn will communicate with National Treasury and the CIDB in writing.
C.3.8.2	A substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender. A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.
C.3.9	Amend the heading to read as "**Arithmetical errors, omissions, discrepancies and imbalanced unit rates**"
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.
C.3.9.2	Check responsive tender offers 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.
C.3.9.3	Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.
C.3.9.4	Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others, including rates between the management and operational sections, while retaining the total of the prices derived after any other corrections

<table>
<tr><th>Clause Number</th><th>Data</th></tr>
<tr><td></td><td>made under (a) and (b) above.

Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.

Declare as non-responsive and reject any offer from a tenderer who elects not to accept the proposed correction of the; errors, omissions or imbalanced rates, and subject the tenderer to the sanction under C.2.16.2.

The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

If the Form of Offer is submitted but the Pricing Schedule is omitted, where rate only items are applicable; or If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer and the Pricing schedule is incomplete; or If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer and only summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive.</td></tr>
<tr><td>C.3.11</td><td>1. Functionality evaluation

The minimum percentage of evaluation points for functionality is not less than …%. (Note to Compiler: Insert relevant functionality score as agreed with the Engineer and SANRAL)

Score each of the criteria and sub-criteria for functionality (N_F) in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for functionality using the following formula:

$N_F = W_2 \times S_O / M_S$

where:
M_S is the maximum possible score (100) for functionality in respect of a submission; and
W_2 is the maximum possible number of tender evaluation points (100) awarded for the functionality as stated in the tender data.
S_O is the score for functionality allocated to the submission under consideration, calculated as follows;
a) Each Tenderer will be evaluated, and points will be allocated according to the criteria in the Table below. (Notes to Compiler:
1) The below criteria are in line with the latest Sanral pro-forma documentation and it might differ from the criteria in the main contract documentation utilized. It is therefore proposed to utilize the latest criteria of the Sanral D1000 pro-forma at time of tender compilation, to be agreed with the Engineer and SANRAL.
2) Where there is no CIDB requirements for the subcontract or for supplier type subcontracts, the CIDB Grading criteria is replaced with Experience criteria as per the alternative tables provided.)
b) Information submitted in the returnable Form B3 will be used to allocate points for the respective criteria.
c) Only Tenderers who score a minimum of 75 percentage points or more (insert project specific functionality threshold) for functionality will be evaluated further.

Note to Compiler: Delete the non-applicable table C.3.11
Table C.3.11: Maximum points for CIDB contracts
<table>
<tr><th rowspan="2">CIDB Grade and Package Value</th><th colspan="3">Maximum Points out of 100</th><th rowspan="2">Total Points</th></tr>
<tr><th>Locality Table C.3.11.1</th><th>CIDB Grading Table C.3.11.2</th><th>Designated Groups Table C.3.11.3</th></tr>
</table></td></tr>
</table>

Clause Number	Data

1 - R 500 000	60	30	10	100
2 - R 1 000 000	60	30	10	100
3 - R 3 000 000	60	35	5	100
4 - R 6 000 000	60	35	5	100
5 - R 10 000 000	60	35	5	100
6 - R 20 000 000	60	35	5	100
7 - R 60 000 000	60	30	10	100

Table C.3.11: Maximum points for non-CIDB contracts and supplier contracts

Package Value	Maximum Points out of 100			Total Points
	Locality Table C.3.11.1	Experience Table C.3.11.2	Designated Groups Table C.3.11.3	
All packages	65	20	15	100

1.1 Locality

The points for Locality will be calculated as follows:

a) The project area(s) for this subcontract is xxx and xxx ***(insert identified project area endorsed by the PLC)***

b) For the purposes of this evaluation, points scored shall be based on the Targeted Enterprise's registered address with the CIPC.

c) If the Targeted Enterprise is more than twelve (12) months old and the company address; was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or does not correlate with the company address recorded on the CSD, then the Targeted Enterprise shall provide additional proof of its address in the twelve (12) months preceding the tender advertisement date and that the address is current, by submitting the following:
   a. for urban areas:
      i. signed lease agreement confirming occupation in the preceding twelve (12) months; or
      ii. mortgage statement confirming ownership in the preceding twelve (12) months; and
      iii. a current utility bill (not older than three (3) months) confirming that occupation is current; or
   b. for semi-urban and rural areas
      i. an affidavit from the relevant ward councillor or traditional authority, signed and stamped by a registered commissioner of oaths, which confirms that the business is permitted to operate and has been operating from the said address in the preceding twelve (12) months.

d) If Targeted Enterprise is less than twelve (12) months old and the company address; was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or does not correlate with the company address recorded on the CSD, then the oldest registered address on either the CIPC or the CSD will be accepted as the Targeted Enterprise's address for the purpose of scoring locality points.

e) If the Targeted Enterprise intends to operate from a branch office for the purpose of the anticipated subcontract, the same additional proof that the company has been

operating from the branch office in the twelve (12) months prior to the tender advertisement date must be provided as listed in the paragraphs above.

f) If the above additional proof of address cannot be provided, locality points shall be awarded based on the tenderer's address registered with the CIPC in the twelve months prior to the tender advertisement date.

g) The information provided in the returnable schedules will be used to calculate the points for locality.

h) The maximum number of points that can be awarded for locality is **60/65** *(Select appropriate as per applicable Table C.3.11 or amend to be project specific)*.

i) The points for locality will be allocated as follows:

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

Table C.3.11.1: Locality for CIDB contracts

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

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

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

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

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

1.2 Targeted CIDB Grade and class (Form A12)

Only those tenderers who are registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) *(Note to Compiler: Delete reference to 25(1B) if the nature of the work for the package is not repetitive over a long duration)* or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible for functionality points for CIDB. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required

Clause Number	Data

contractor designation, within 21 working days after either expiry of their registration or after being requested to provide proof of registration, will not be eligible for functionality points CIDB. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.

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

This contract is classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), be taken at its annual value. *(Note to Compiler: Delete this sentence if reference to 25(1B) was removed in the clauses above and the nature of the work for the package is not repetitive over a long duration)*

Joint Ventures are eligible for functionality points for CIDB, provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- 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.

Category of tender	**Upper limits per CIDB Regulation 17 (effective 7 October 2019)**	**Contractor's allowable margins (Incl. VAT)**
CE 1	R500 000	The Contractor will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted
CE 2	R1 000 000	
CE 3	R3 000 000	
CE 4	R6 000 000	
CE 5	R10 000 000	
CE 6	R20 000 000	
CE 7	R60 000 000	
CE 8	R200 000 000	

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

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

Table C.3.11.2: Targeted CIDB Grading Designation

	CIDB Package Category	**1CE**	**2CE**	**3CE**	**4CE**	**5CE**	**6CE**
	Typical Package Value	**Up to R 1 mill**		**R 1 mill to R 6 mill**		**R 6 mill to R 20 mill**	
CIDB Grading	Tenderer is registered as a CIDB 1	**30**	30	0	0	0	0
	Tenderer is registered as a CIDB 2	30	**30**	30	0	0	0

Clause Number	Data

	Tenderer is registered as a CIDB 3	0	0	**35**	30	0	0
	Tenderer is registered as a CIDB 4	0	0	30	**35**	30	0
	Tenderer is registered as a CIDB 5	0	0	0	30	**35**	30
	Tenderer is registered as a CIDB 6	0	0	0	0	30	**35**
	Tenderer is registered as a CIDB 7 and higher	0	0	0	0	0	30

(Remove the non-applicable CIDB grade columns and amend the points allocation to be project specific)

1.3 Experience for non-CIDB contracts and supplier contracts

The points for Experience will be calculated as follows:

a) The information provided in the returnable schedules will be used to calculate the points for Experience.

b) The maximum number of points that can be awarded for Experience is **20** ***(amend to be project specific)***

c) The points for Experience will be allocated as follows:

Table C.3.11.2: Experience for non-CIDB contract and supplier contracts

	Package Value	Up to R1M	R1M to R10M	R10M to R20M	R20M to R50M
Experience	More than 36 months applicable experience	**20**	**20**	**20**	**20**
	Less than 36 months applicable experience but more than 24 months applicable experience	20	20	20	15
	Less than 24 months applicable experience but more than 12 months applicable experience	20	20	15	10
	Less than 12 months applicable experience	20	15	10	5

1.4 Designated Group ownership

The points for Designated Group ownership will be calculated as follows:

a) The targeted Designated Group ownership for this subcontract is Greater than 51% ownership by Black Youth ***(insert the Designated Group and ownership.)***

b) The information in the returnable schedules will be used to calculate the points for Designated Group ownership.

c) The maximum number of points that can be awarded for Designated Group ownership is **10/15** ***(Select appropriate as per applicable Table C.3.11 or amend to be project specific)***

d) The points for Designated Group ownership will be allocated as follows:

Table C.3.11.3: Designated Group ownership

CIDB Package Category	1CE	2CE	3CE	4CE	5CE	6CE
Typical Package Value	**Up to R 1 mill**		**R 1 mill to R 6 mill**		**R 6 mill to R 20 mill**	

Clause Number	Data

Designated Groups	Tenderer is 51%+ owned by black people who are youth.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people who are women.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people with disabilities.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people who are military veterans.	5	5	5	5	5	5

Note to Compiler: Remove the non-applicable CIDB grade columns and amend the Designated Group ownership and/or points allocation to be project specific. If any one of the Designated Groups listed above is already an eligibility criterion, then that specific Designated Group must not be included as a functionality criteria as well)

2. Evaluation of responsive tenders (Calculation of Total Evaluation Points).

The tender will be evaluated in terms of Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

i. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million

The following formula will be used to calculate the points out of 80 for price:

Ps =80(1-(Pt-Pm)/Pm)

Where:
Ps is the points scored for price of tender under consideration.
Pt is the price of the tender under consideration; and
Pm is the price of the lowest acceptable tender.

ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million

The following formula will be used to calculate the points out of 90 for price:

Ps =90(1-(Pt-Pm)/Pm)

Where:
Ps is the points scored for price of tender under consideration.
Pt is the price of the tender under consideration; and
Pm is the price of the lowest acceptable tender.

Total Evaluation points for each responsive tenderer shall be obtained by adding the score of Ps for price to the B-BBEE Points.

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

The following table must be used to calculate the points out of 20 or 10 for B-BBEE Points awarded in accordance to a tenderer's B-BBEE status level of contributor:

B-BBEE Status Level of Contributor	Number of points for financial value up to and including R50,000,000	Number of points for financial value above R50,000,000
1	20	10
2	18	9

Clause Number	Data

3	14	6
4	12	5
Other	0	0

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

1. A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:
   - the Amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or
   - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable.The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and
2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A11; and
3. The certificate shall:
   - be valid at the tender closing date; and
   - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
   - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
   - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and
4. **A valid BBBEE Certificates shall contain:**
   - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
   - Value-Added Tax number, where applicable.
   - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
   - B-BBEE status with corresponding procurement recognition level.
   - The relevant Codes used to issue the B-BBEE verification certificate.
   - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
   - Financial period which was used to issue the B-BBEE Verification Certificate.
5. **A valid Sworn Affidavit shall contain:**
   - Name/s of deponent as they appear in the identity document and the identity number.
   - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
   - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
   - Percentage black ownership, black female ownership and whether they fall within a designated group.
   - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
   - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. **The valid format of the Financial Year-End is Day/Month/Year**
   - B-BBEE status level. An enterprise can only have one status level.
   - Date deponent signed and date of Commissioner of Oath must be the same.

Clause Number	Data
	- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and 6. Compliance with any other information requested to be attached to Returnable Schedule Form A11; and 7. In the event of a joint venture (JV), a project-specific consolidated valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted. 8. If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) B-BBEE Points shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold. **3. Breaking of deadlock** If two or more tenderers score the same number of Total Evaluation points, and these tenders are also the highest ranked tenders, the contract must be awarded to the tenderer that scored the highest points for B-BBEE. If functionality is part of the evaluation process and two or more tenderers score the same number of Total Evaluation points and the same number of B-BBEE Points, the subcontract must be awarded to the tenderer that scored the highest points for functionality. If two or more tenderers score the same number of Total Evaluation points and the same number of B-BBEE Points and the same number of total evaluation points for Functionality, and these tenders are also the highest ranked tenders the award must be decided by the drawing of lots. **4. Compliance** The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria: i. Proof that the Tenderer is compliant with the COID Act (excluding CIDB 1 CE). ii. Proof that the Tenderer is tax compliant. If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant. If the highest scoring tenderer fails to submit the requested compliance information in the required timeframe, he shall be deemed non-compliant and the evaluator shall check the second highest tenderer for compliance. This process is repeated until a compliant tenderer has been identified. **5. Negotiating acceptable tender sum and/or rates** a) High tender sums submitted by Tenderers If the Contractor choose to include work in the subcontract package, for which he has tendered rates in the Main Contract and the tenderer who scored the highest points tendered rates higher than 25% above that of the Contractor, the Contractor may either accept the rates or negotiate rates and the final sum down (to 25% above contractors rates and final sum) with the tenderer. If the Contractor fails to negotiate a reasonable tender sum or rates with the tenderer, he may approach the second highest points scoring, compliant tenderer to negotiate a reasonable tender sum and rates. This process may be repeated up to the third highest points scoring compliant tenderer, whereafter the package shall be retendered.

Clause Number	Data
	b) Provisional Sum If a provisional sum in the main contract is provided for the work items in the subcontract package, the Contractor shall report on the feasibility of the highest points scoring compliant tenderer's tender rates and tender sum to the Engineer. (i) If the highest points scoring compliant tenderer's tender sum and rates are deemed market related by the Engineer, the Contractor shall obtain the approval of SANRAL to utilise the provisional sum provided for the work items. (ii) If the highest points scoring compliant tenderer's tender sum and rates are deemed not market related and SANRAL does not approve the utilisation of the relevant provisional sum, the Contractor may either accept the rates and total sum (only if equal or less than 15% higher than market related) or negotiate with the tenderer for a market related tender sum and rates. If the Contractor fails to negotiate market related tender sum and rates with the tenderer, he may approach the next highest point scoring, compliant tenderer to negotiate market related tender sum and rates. This process may be repeated up to the third highest points scoring compliant tenderer, whereafter the package shall be retendered. c) Low tender sums submitted by Tenderers The Contractor shall report to the Engineer and SANRAL on the feasibility of tendered sums, rates or provisional sums of tenderers who tendered exceptionally low. Exceptionally low sums, rates or provisional sums are those that are more than ten percent (10%) less than what the Contractor tendered, or in the case of a provisional sum, what is deemed market related by the Engineer. (i) If the tendered sums, rates or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to still be feasible, the Contractor may continue to include these tenders in his tender evaluation. (ii) If the tendered sums, rates or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to not be feasible, the Contractor may disqualify these tenders from his tender evaluation. If all prices submitted are deemed exceptionally low by the Engineer, the subcontract package shall be retendered.
C.3.13.	The conditions stated in clauses C.3.13(a) to (f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (m) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) and as compelling and justifiable reasons in terms of Conditions of Tender clause C.3.11: g) the tenderer or any of its directors is not listed on National Treasury's Register of Tender Defaulters or Restricted Suppliers, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector; h) the tenderer has not abused the Contractor's supply chain management system. i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. j) the tenderer has not failed to comply with and complete the Declaration Certificate for Local Production and Content (Form A3.3).
C.3.16	Clause C.3.16 is not applicable.
C.3.17	The number of paper copies of the signed contract to be provided by the Contractor is one (1).
C.3.18	All requests shall be in writing.
ADDITIONAL CONDITIONS OF TENDER CLAUSES:	
Clause Number	**Data**
SC.3.19	**Jurisdiction**

Clause Number	Data
	Unless stated otherwise in the tender data, each tenderer and the Contractor undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

PART T2: RETURNABLE SCHEDULES

PART T2: RETURNABLE SCHEDULES

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T2.2 RETURNABLE SCHEDULES.....T2.5

T2.1 LIST OF RETURNABLE DOCUMENTS

Notes to tenderer:

1. **Returnable documents have been based on the CIDB Standard Conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS and incorporate National Treasury requirements contained in their Standard Bidding Document (SBD) within them.**
   Returnable documents are separated into the following categories:
   - **(i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to C).**
   - **(ii) A list of all returnable documents for completion by the tenderer (Form D1).**
2. **Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.**
3. **Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.**
4. **Notwithstanding any check or audit conducted by or on behalf of the Contractor, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Contractor has the discretionary right under FIDIC Particular Condition 15.6 to terminate the contract.**
5. **These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.**

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

T2.1 LIST OF RETURNABLE DOCUMENTS

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

FORM	LIST OF RETURNABLE DOCUMENTS	STATUS
FORM A1:	CLARIFICATION BRIEFING	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.3:	CERTIFICATE OF FRONTING PRACTICES	
FORM A3.1 (SBD4):	BIDDER'S DISCLOSURE	CONTRACT
FORM A3.2:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	CONTRACT
FORM A3.3	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	CONTRACT
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE	CONTRACT
FORM A7:	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
FORM A8:	SCHEDULE OF CURRENT COMMITMENTS	
FORM A9:	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT,1993	CONTRACT
FORM A10:	REGISTRATION WITH CIDB (If applicable)	CONTRACT
FORM A11 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	CONTRACT
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	SCHEDULE OF TENDERER'S EQUIPMENT	
FORM B3	FUNCTIONALITY CRITERIA	
FORM C1:	TENDERER'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
FORM D1:	SCHEDULE OF TENDER COMPLIANCE	
C1.1.1 (SBD7):	FORM OF OFFER	CONTRACT
C1.1.2:	FORM OF ACCEPTANCE	CONTRACT
C1.2.3:	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	CONTRACT
C2.2 (SBD3):	PRICING SCHEDULE (PROVIDED ON COMPACT DISC)	CONTRACT

T2.2 RETURNABLE SCHEDULES

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FORM A1: CLARIFICATION BRIEFING

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

This is to certify that I, ...

representative of (tenderer) .....

of (address) .....

.....

telephone number .....

fax number .....

e-mail.....

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

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

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

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

NAME (IN CAPITALS): .....

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

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

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

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

By resolution of the board of directors/partners passed at a meeting held on .....

Mr./Ms.

.....

....., whose signature appears below, has been duly authorised to sign all documents in connection with the tender for:

SUBCONTRACT .....

.....

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

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

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

Proforma

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

IN THE CAPACITY OF:.....

DATE:.....

SIGNATURE OF SIGNATORY: .....

WITNESSES: ....

SIGNATURE SIGNATURE

....

NAME (PRINT) NAME (PRINT)

FORM A2.2: CERTIFICATE OF SINGLE TENDER SUBMISSION

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

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

DECLARATION

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

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

SIGNATURE: ..... ……

DATE: ..... ……

NAME: ..... ……

POSITION: ..... ……

FORM A2.3: CERTIFICATE OF FRONTING PRACTICES

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Fronting Practices

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

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

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

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

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

DECLARATION

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

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

SIGNATURE: ..... ……

DATE: ..... ……

NAME: ..... ……

POSITION: ..... ……

FORM A3.1: BIDDER'S DISCLOSURE (SBD4)

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

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

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1. If so, furnish particulars:

.....

.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1. If so, furnish particulars:

.....

.....

3. DECLARATION

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

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

FORM A3.2: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

Name of Subcontractor: .....

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

Supplier Commodity: .....

Delivery Location: .....

SIGNED BY TENDERER: .....

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

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

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

Masonry cement: Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	**100%**	

SIGNED BY TENDERER: .....

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Page	Description

SIGNED BY TENDERER: .....

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

We confirm that the following communications received from the Contractor before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY TENDERER: .....

FORM A6: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

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

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

In the event of a joint venture, each member shall comply with the above requirement.

SIGNED BY TENDERER: .....

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

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

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

DATE
Bank Name
FSB Number
Bank Address

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

RE: ACCOUNT CONDUCT AND CASHFLOW CONFIRMATION

To Whom It May Concern:

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

i) Name of Account Holder:.....

ii) Account Number: .....

iii) Bank name: .....

iv) Branch Number: .....

v) Bank and branch contact details.....

Yours Sincerely,

Name_____ Signature _____

BANK STAMP

FORM A8: SCHEDULE OF CURRENT COMMITMENTS

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

1. **The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.**
2. **In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.**
3. **The lists must be restricted to not more than 10 contracts and 10 tenders. If a tenderer's actual commitments or potential commitments are greater than 10 each, those listed should be in descending order of expected final contract value or sum tendered.**

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

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

SIGNED BY TENDERER: .....

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

1. **Discovery that the tenderer has failed to make proper disclosure may result in the Contractor terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**
2. **The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) (COID). If the tenderer fails to meet this requirement, the tenderer will be given 7 calendar days to become compliant.**
3. **The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.**
4. **In the event of a joint venture, each and every member of the unincorporated Joint Venture shall comply with the above requirements.**
5. **For CIDB 1 Tenderers, the requirement for registration at time of tender close, does not apply.**

SIGNED BY TENDERER: .....

FORM A10: CERTIFICATE OF REGISTRATION WITH CIDB ***Note to Compiler – Delete this form for supplier subcontract or work without CIDB category, where CIDB registration is not required)***

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

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

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

Name of Subcontractor: .....

Subcontractor Grading Designation: .....

CIDB contractor Registration Number: .....

Expiry Date: .....

SIGNED BY TENDERER: .....

FORM A11: PREFERENCING SCHEDULE – TENDERER'S B-BBEE VERIFICATION (INCORPORATING SBD6.1)

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to Tenderer:

1. **The tenderer shall attach to this form a valid B-BBEE verification 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.**
   - **in the event that the Measured Entity operates in more than one sector or 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.**
2. **The certificate shall:**
   - **have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or**
   - **be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and**
   - **be valid at the original advertised tender closing date; and**
   - **have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15).**
3. **A valid B-BBEE Certificate 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**
4. **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**

5. In the event of a joint venture (JV), a project specific consolidated valid B-BBEE verification certificate in the name of the JV shall be attached,.

6. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause C.3.11 and shall identify:

(a) The name and domicilium citandi et executandi of the tenderer.
(b) The registration and VAT number of the tenderer.
(c) The dates of granting of the B-BBEE score and the period of validity.
(d) The expiry date of the verification certificate.
(e) A unique identification number.
(f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
(g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
(h) The category (Generic, QSE, EME) in which the tenderer has been measured.
(i) The B-BBEE status level.
(j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
(k) The B-BBEE procurement recognition level.
(l) The score achieved per B-BBEE element.
(m) The % black shareholding.
(n) The % black women shareholding.
(o) The % black persons with disabilities shareholding
(p) The % black youth shareholding
(q) The % black people living in rural or underdeveloped areas or townships shareholding
(r) The % black military veterans shareholding
(s) The value-added status of the tenderer.

5. The Contractor will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 4 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.

SIGNED BY TENDERER: .....

FORM B1: SCHEDULE OF WORK EXPERIENCE

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

Notes to tenderer:

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

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

SIGNED BY TENDERER: .....

FORM B2: SCHEDULE OF TENDERER'S EQUIPMENT

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to tenderer:

1. **The tenderer shall provide details of the major plant and equipment required for this contract.**
2. **The tenderer shall state below the number of each construction plant to be used on this contract and what constructional plant will be immediately available for this contract, what constructional plant will become available by virtue of outstanding orders, and what further constructional plant will be acquired or hired for the work should the tenderer be awarded the contract. The tender to indicate: Constructional plant owned and immediately available (I); Constructional plant on order (O) (State details of arrangements made, with delivery dates); Constructional plant that will be hired (H) (State details of delivery arrangements)**

PLANT AND EQUIPMENT TYPE *(Note to Compiler - list major plant and equipment envisaged to be used on this contract)*	**NUMBER TO BE USED ON THIS CONTRACT**	**DATE OF MANUFACTURE**	**AVAILABILITY (State either I, O or H)**

SIGNED BY TENDERER: .....

FORM B3: FUNCTIONALITY CRITERIA

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

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

SIGNED BY TENDERER: .....

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Note to tenderer:

1. **The tenderer shall indicate the total tendered for item C1.3.1 (the subcontractor's general obligations) expressed as a percentage of the tender sum (excluding VAT) below.**
2. **Should the combined, extended total tendered for Item C1.3.1, exceed 15% of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.**
3. **If the the tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for items C1.3.1.1, C1.3.1.2 and C1.3.1.3) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.**
4. **The Contractor will duly consider the reasons as provided per note 2 above but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Tender Data clause C.3.9 contained in this volume.**

Total tendered for Item C1.3.1 expressed as a percentage of the tender sum (excluding VAT) ……..…...%

SIGNED BY TENDERER: .....

FORM D1: SCHEDULE OF TENDER COMPLIANCE

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

SIGNED BY TENDERER: .....

PART C1: AGREEMENTS & CONTRACT DATA

PART C1 AGREEMENTS AND CONTRACT DATA

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C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

Contractor
PO Box 415
PRETORIA
0001

Dear Sir,

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the subcontractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

4. **PRICE OFFERED**

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

   .....

   .....(in words)

   (R ..... in figures)

   I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.

5. **PREFERENCE CLAIMED**

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

6. You may accept this offer by signing and returning to the tenderer one copy of the Form of Acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the subcontractor in the conditions of contract identified in the contract data.

7. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE: .....

NAME (IN CAPITALS): .....

WITNESS 2:

SIGNATURE: .....

NAME (IN CAPITALS): .....

C1.1.2 FORM OF ACCEPTANCE

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

To *(Name of successful Subcontractor)*

Dear Sir,

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

1. It is our pleasure to inform you that the Contractor accepts your ***select if applicable corrected/corrected alternative/alternative*** offer in the amount of R…….. (i.e. including VAT but excluding CPA, and any contingent sum not in the priced schedule) for a contract period of ..... months and with a Base date of .....(***28 days prior to the closing date of subcontract tender)***

2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.

3. This Form of Acceptance is the equivalent of the Contractors Letter of Acceptance as defined in clause 1.1.6 of the "Conditions of Subcontract for Construction for Building and Engineering Works designed by the Employer" (2011), published by the International Federation of Consulting Engineers (FIDIC).

4. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

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

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

Proforma

5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from us to you. *(Note to Compiler: If no deviation/alternative tender then replace the above part of this paragraph with "There are no alternatives, deviations, qualifications or changes to the documents")*. Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.

6. *(Note to Compiler: Delete this paragraph if not applicable – eg. For off-site suppliers)* Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (Act 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you as the Subcontractor in terms of Regulation 7(1)(v).

7. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
   i. Fully completed and signed Form C1.1.3 Appendix to Form of Acceptance
   ii. Fully completed and signed Form C1.1.4 Tax compliance
   iii. Fully completed and signed Form C 1.1.5 Agreement in terms of the OHS Act and Regulations.

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

Failure to fulfil any of the above obligations shall constitute a repudiation of this agreement and we may at our discretion apply any rights of remedy including barring you from tendering on any of our future tenders for a period to be determined by us, but not less than six (6) months, from the date of tender closure. ***Note to Compiler: To agree with Engineer and Sanral prior to this sanction be contemplated)***

8. The effective date of the Subcontract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.

9. The Subcontract Commencement Date is …. ***(Note to Compiler: insert relevant day & date not less than 14 days after the date of this Form of Acceptance)***

10. Notwithstanding that a full, original-signed copy of the Subcontract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding Subcontract between us.

11. Please contact …… at ……. to make arrangements for the signing of the Subcontract documents.

Proforma

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

NAME (IN CAPITALS): .....

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

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

NAME & SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE: .....

NAME (IN CAPITALS): .....

WITNESS 2:

SIGNATURE: .....

NAME (IN CAPITALS): .....

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Notes to Compiler (delete notes for Subcontract document):

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

Schedule of deviations

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

1. Subject: .....

   Details: .....

2 Subject: .....

   Details: .....

3 Subject: .....

   Details: .....

4 Subject: .....

   Details: .....

Proforma

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the Subcontract between the parties arising from this agreement.

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

NAME (IN CAPITALS): .....

CAPACITY: .....

NAME AND ADDRESS OF CONTRACTOR: .....

.....

C1.1.4 TAX COMPLIANCE

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Note:
In terms of National Treasury Instruction No 3 of 2014/2015 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the contractor and subcontractors are required to provide the Employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) System to verify and continuously track the tax compliance status of all persons conducting business with the State.

The Subcontractor shall complete the declaration below.

Proforma

I, ... (name)

the undersigned in my capacity as ..... (position)

on behalf of .....

..... (name of company)

herewith grant consent that SARS may disclose to .....

.....

(Note to Compiler: insert Contractor description) our tax compliance status on an ongoing basis for the Subcontract term.

For this purpose, our unique security personal identification number (PIN) is .....,

our tax reference number is …….…... and our tax clearance certificate number is .....

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

SIGNATURE: .....

DATE: .....

C1.1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

This AGREEMENT made at.....

on this the ……..…….. day of …….. in the year …… between

..... *(Note to Compiler: insert name of Contractor)* (hereinafter called "the Contractor") on

the one part, herein represented by .....

in his capacity as .....

and ..... (hereinafter called "the Mandatory")

of the other part, herein represented by .....

in his capacity as .....

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

Proforma

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Subcontract.

2. This Agreement shall hold good from its commencement date, to either:
   (a) the date of the Performance Certificate issued in terms of sub-clause 11.3 of the FIDIC Conditions of Subcontract for Construction for building and engineering works designed by the Employer, 2011 (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this Subcontract, or
   (b) the date of termination of the Subcontract in terms of clauses 15, 16 or 19 of the GCC.

3 The Mandatory declares himself to be conversant with the following:
   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
      (i) Section 8: General duties of Contractors to their employees.
      (ii) Section 9: General duties of Contractors and self-employed persons to persons other than employees.
      (iii) Section 37: Acts or omissions by employees or mandatories and
      (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
   (b) The procedures and safety rules of the Contractor as pertaining to the Mandatory and to all his Service Providers.

4 In addition to the requirements of sub-clause 2.2 the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this Subcontract, the Mandatory agrees to execute all the works forming part of this Subcontract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

5. The Mandatory is responsible for the compliance with the Act by all his Subcontractors, whether or not nominated and/or approved by the Contractor.

6. The Mandatory warrants that all his and his Subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Contractor upon signature of the agreement.

7. The Mandatory undertakes to ensure that he and/or his Subcontractors and/or their respective employees will at all times comply with the following conditions:
   (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Contractor. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Contractor.
   (b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Contractor. The Contractor will further be provided with copies of all written documentation relating to any incident.
   (c) The Contractor hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatory and/or his employees and/or its Subcontractors.

Proforma

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

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

WITNESS: .....

NAME (IN CAPITALS): ....

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

WITNESS: .....

NAME (IN CAPITALS): ....

C1.1.6 FORM OF BANKING DETAILS

Note to Subcontractor:
1. The Contractor applies an Electronic Funds Transfer system for all payments.

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

Dear Sir

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

BANKING DETAILS

By signing this document, we accept the following:

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

Account Name:.....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number:.....

Proforma

Yours faithfully

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

DATE: ……

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

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

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

I, ...

In my capacity as .....

of the Contractor, ...

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

hereby appoint .....

of the Subcontractor, ...

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

Signed: .....

Date: .....

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

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

I hereby accept the above appointment

Signed: .....

Date: .....

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

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

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF SUBCONTRACT

Note to tenderer

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

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PART A: CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION - FIDIC AMENDMENTS

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

PART B: PARTICULAR CONDITIONS OF SUBCONTRACT

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

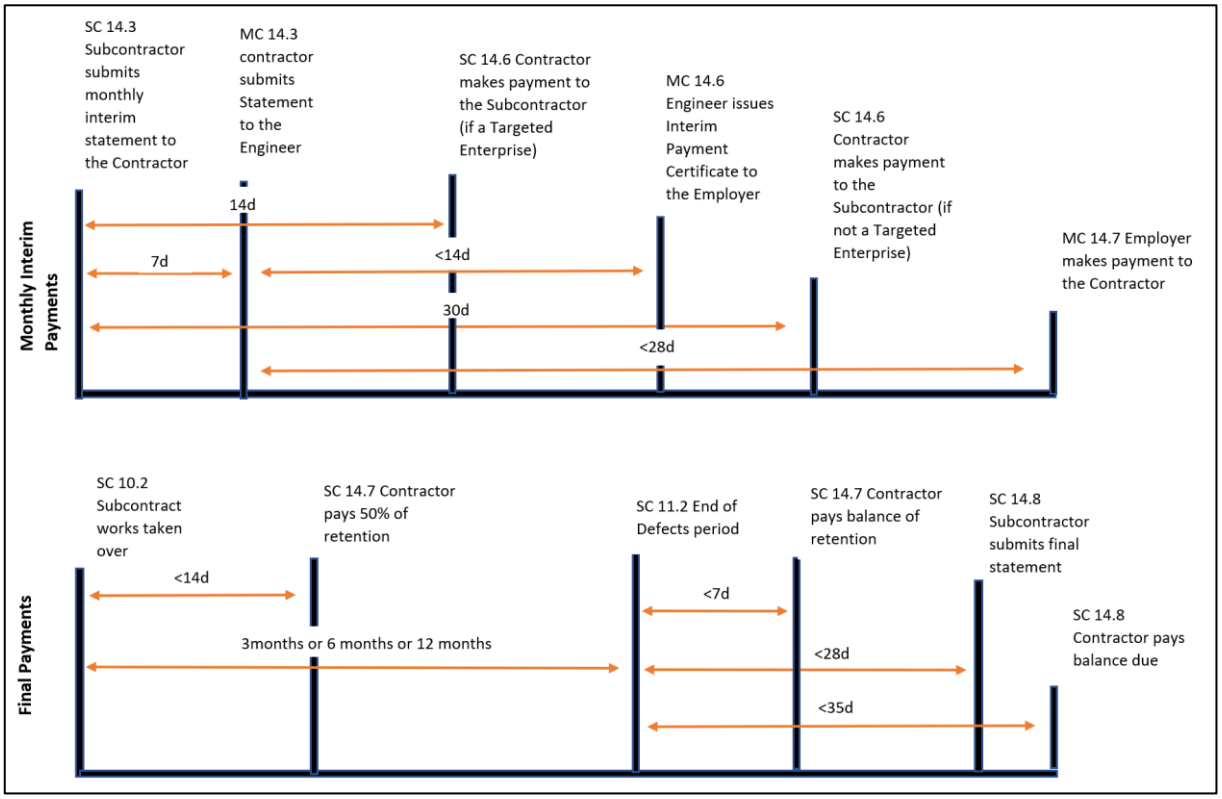
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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION (FIDIC)

FLOW CHARTS

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



1.1 Subcontract Definitions

Replace 1.1.3 with:

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

Replace 1.1.6 with:

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

Replace 1.1.10 with:

" "Letter of Subcontractor's Offer" means the Form of Offer as contained in part C1.1.1 of the Subcontract."

1.1.18 Add the following:

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

Replace 1.1.29 with:

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

Add the following:

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

1.1.41 **"Target Area"** means the geographic area defined in the Main Contract for Targeted Labour and which typically are:
a. one or more Provinces;
b. one or more Metropolitan or District Municipalities;
c. one or more Local Municipalities;
d. one or more Wards that are predominantly located within the Project Area;
e. one or more of the areas listed in the definition of Designated Groups.

1.1.42 **Targeted Enterprise"** means an entity defined in the Main Contract to which the Contractor subcontracts a percentage of the contract value as a condition of contract and which typically is:
a. an EME or QSE which is at least 51% owned by black people; or
b. an EME or QSE which is at least 51% owned by black people who are youth; or
c. an EME or QSE which is at least 51% owned by black people who are women; or
d. an EME or QSE which is at least 51% owned by black people with disabilities; or
e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
f. a cooperative which is at least 51% owned by black people; or
g. an EME or QSE which is at least 51% owned by black people who are military veterans; or
h. more than one of the categories referred to in paragraphs a to g; and
i. which is tax and COID compliant; and
j. which is CIDB registered where applicable.

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

1.1.43 "**Targeted Labour**" means Persons:.
a. who are employed by the Contractor or a subcontractor in the performance of the Main Contract; and
b. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or subcontractor's employment policies; and
c. permanently reside in the Target Area(s) or who are recognized as being residents of the Target Area(s) based on identification and association with, and recognition by, the residents of the Target Area(s); and
d. who are stated as being Targeted Labour in the Main Contract.

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

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

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

1.5 Priority of Subcontract Documents

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

"… unless specifically stated otherwise in the Subcontract*"*

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

"(1) the Forms of Offer and Acceptance;
(2) the Appendix to the Subcontractor's Offer;
(3) the Particular Conditions of Subcontract and Annexes, except any part of any Annex that is referred to elsewhere in this listed priority of Subcontract documents;
(4) the General Conditions of Subcontract;

(5) the Subcontract Specification;
(6) the Subcontract Drawings,
(7) the Standard Specifications,
(8) the Subcontract Bill of Quantities; and
(9) the Schedules and any other documents forming part of the Subcontract.*"*

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

Add the following paragraph at the end of this clause:

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

1.7 Joint and Several Liability under the Subcontract

Replace 1.7(b) with:

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

1.9 Subcontract Agreement

Replace the 1st two sentences with the following:

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

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

"If under the Main Contract, the Engineer does not consent to the Subcontract, upon notice from the Contractor of such non-consent:
(a) The Parties shall be discharged from further performance of the Subcontract, without prejudice to the rights of either Party in respect of any previous breach of the Subcontract;
(b) The Contractor shall immediately return the Subcontract Performance Guarantee (if applicable) to the Subcontractor; and
(c) Payment by the Contractor of the amounts and/or Costs as described in (a) to (d) of Sub-Clause 15.3 [*Payment after Termination of the Main Contract*] shall be due 28 days after the Parties' discharge from the Subcontract."

2.1 Subcontractor's Knowledge of Main Contract

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

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

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

3.2 Access to the Site

Delete the 2nd paragraph and substitute the following:

"Right of access to and possession of the Site shall be on Subcontract Commencement Date except if otherwise detailed in the Subcontract Specification. The Contractor shall not be bound to make any part of the Site available exclusively to the Subcontractor except those parts of the Site for those periods as expressly detailed in the Subcontract Specification."

6.4 Subcontractor's Representative

Add the following paragraph at the end of this clause:

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

Add the following new sub-clauses:

"6.5 Recruitment of Labour, Rates of Wages and Conditions of Labour

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

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

6.6 Working Hours

No work shall be carried out on Site on any special non-working day or within non-working hours of any day as stated in the Appendix to the Subcontractor's Offer unless:
(a) Otherwise stated in the Subcontract or Main Contract
(b) The Contractor gives consent; or
(c) The work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Subcontractor shall immediately advise the Contractor.

6.7 Health and Safety

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

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

The Subcontractor shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

6.8 Subcontractor's Personnel

The Subcontractors' personnel shall be appropriately skilled and experienced in their respective trades or occupations. The Contractor may require the Subcontractor to remove (or cause to be removed) any person employed on the site or works, including the Subcontractors' representative, if applicable, who:
(a) Persists in any misconduct and lack of care
(b) Carries out duties incompetently or negligently
(c) Fails to conform with any provision of the Subcontract
(d) Persists in any conduct which is prejudicial to safety, health or protection of the environment
(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
(f) has been recruited from the Contractor's Personnel or the Employer's Personnel in breach of Sub-Clause 6.2 [*Persons in the Service of Others*].

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

6.9 Records of Subcontractor's Personnel and Equipment

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

8.1 Commencement of Subcontract Works

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

8.6 Suspension of Subcontract Works by the Contractor

Add the following to the end of the 1st paragraph:

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

8.7 Subcontract Damages for Delay

Replace the last sentence of the 1st paragraph with the following:

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

10.2 Taking-Over Subcontract Works

Add the following paragraph:

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

11.2 Subcontract Defects Notification Period

Add the following paragraph after the 1st paragraph:

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

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

"11.3 Subcontract Performance Certificate

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

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

14.1 The Subcontract Price

Add the following new paragraphs:

“Any quantities which may be set out in the Subcontract Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
(a) of the Subcontract Works which the Subcontractor is required to execute, or
(b) for the purposes of Clause 12 [*Measurement and Evaluation*]

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

14.6 Interim Subcontract Payments

In the 1st line of the 1st paragraph, delete “70 days” *and replace with* “14 days (if the Subcontractor is a Targeted Enterprise) or 30 days (if the Subcontractor is not a Targeted Enterprise)”.

Delete all the paragraphs except for, the 1st paragraph (ending with the words “… Appendix to the Subcontractor’s Offer.”) and the last paragraph (commencing with the words “If the Subcontractor is under …”), and replace with the following paragraph:

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

Add the following as a new pen-ultimate paragraph:

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

14.7 Payment of Retention Money under the Subcontract

Delete all the paragraphs and replace with the following paragraphs:

“If the whole of the Subcontract Works have been taken-over under Sub-Clause 10.2 [*Taking-Over the Subcontract Works*] or Sub-Clause 10.3 [*Taking-Over by the Contractor*], the Contractor shall pay the Subcontractor the first half of the retention money under the Subcontract no later than 14 days after the whole of the Subcontract Works have been taken-over and all minor outstanding work have been completed. If a part of the Subcontract Works has been taken-over under Sub-Clause 10.2 [*Taking-Over the Subcontract Works*] or Sub-Clause 10.3 [*Taking-Over by the Contractor*], the Contractor shall pay the Subcontractor a proportion of the retention money under the Subcontract no later than 14 days after that part has been taken-over by the Contractor. This proportion shall be 50% of the proportion calculated by dividing the estimated subcontract value of the part by the estimated final Subcontract Price.

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

14.8 Final Subcontract Payment

Delete the last paragraph and replace with the following:

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

15.3 Payment after Termination of the Main Contract

Delete the 2nd and 3rd paragraphs (beginning with "If the Main Contract has been terminated …" and ending with "… the Subcontractor shall place the same at the Employer's disposal.") and replace with the following:

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

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

15.5 Notice to Correct under the Subcontract

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

"The Notice shall:
(a) describe the Subcontractor's failure;
(b) state the sub-clause and/or provisions of the Contract under which the Subcontractor has the obligation; and
(c) specify the time within which the Subcontractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

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

17.3 Subcontract Limitation of Liability

Add the following additional clause references to the last sentence of the 1st paragraph, before the words "under Clause 15 [Termination of the Main Contract and Termination of the Subcontract by the Contractor]" :

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

Add the following new sub-clause:

"17.4 Intellectual and Industrial Property Rights

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

20.4 Subcontract Disputes

Add the following after the 1st paragraph:

"The Notice of Dispute shall be given as soon as practicable, and not later than 21 days after the Party became aware, or should have become aware, of the event or circumstance giving rise to the Dispute. The Notice of Dispute shall refer to the relevant clause(s) in the subcontract agreement. If the Party fails

to give notice, he shall have no further right to dispute the event or circumstance, or the part thereof not disputed in the said notice.

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

Add the following paragraphs before the last paragraph:

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

20.5 Appointment of the Subcontract DAB

Add the following prior to the 1st paragraph:

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

Add the following as the 1st part of the 1st sentence of the 1st paragraph:

"Where a Main Contract DAB is not appointed under the Main Contract…"

In the 10th line of the 1st paragraph, replace "FIDIC" *with* "SAICE".

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

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

20.6 Obtaining Subcontract DAB's Decision

Add the following after the 1st paragraph:

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

20.7 Subcontract Arbitration

Delete the paragraph and replace with the following paragraph:

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

ANNEX A: PARTICULARS OF THE MAIN CONTRACT

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

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

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

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

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

1.	**Taking-Over by the Contractor (Sub-Clause 10.3)**	
	Provided completion of the Subcontract Works has been achieved in accordance with sub-clause 10.1 [*Completion of Subcontract Works*], the Subcontractor may apply by notice to the Contractor for the Contractor to take-over the Subcontract Works. The Contractor shall, within 7 days after receiving the Subcontractor's application: (i) Issue a certificate.to the Subcontractor verifying the taking-over of the Subcontract Works, and stating the date of such taking-over, or (ii) Reject the application, giving reasons and specifying the work required to be done by the Subcontractor to enable a taking-over certificate to be issued. The Subcontractor shall then complete this work before issuing a further notice under this sub-clause. If the Contractor fails to either issue a taking-over certificate or to reject the Subcontractor's application within the period of 7 days, and if the Subcontract Works have been completed in accordance with the Subcontract, these works shall be deemed to have been taken-over on the last day of the period of 7 days.	
2.	**Subcontract Bill of Quantities and/or schedule of prices (if any) (Sub-Clause 1.1.18)**	
	The subcontract Bill of quantities is contained in Part C2 Pricing Data	

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

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

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

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

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

ANNEX F: SUBCONTRACT PROGRAMME (Sub-Clause 8.3)

A.	Initial Subcontract Programme	
	Form and detail of the programme	The form and detail of the programme for the execution of the Subcontract Works shall fully comply with the programming and reporting requirements of the Main Contract and, in any case, shall: *(Note to Compiler: Amend list if required to Indicate additional requirements or list the minimum requirements of the programme)* a. be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Subcontract Works; b. use the programming software specified in the Main Contract; c. take due account of the Subcontract Time for Completion; d. identify all relevant activities including those that relate to design, manufacture, procurement, and on Site works; e. show earliest and latest start and finish dates for each work activity; f. identify when and what information, drawings, materials, equipment, facilities, and/or temporary works are required from the Contractor, the Engineer and/or the Employer; g. identify when and what approvals, consents, and/or certificates are required from the Contractor, the Engineer and/or the Employer; h. identify the date(s) and location(s) within the Site that access is required to execute (parts of) the Subcontract Works; i. identify holiday periods; j. identify key delivery dates of Subcontract Plant and materials' k. identify dates by which work will be ready for inspection and/or testing; l. logically link all activities; m. identify where the critical path(s) lie(s); n. identify all float; o. include sufficient flexibility in order to make adequate adjustments to allow for interfacing the Subcontractor's activities with the Contractor and other contractors working on the Site; p. allow for weather conditions which are at the Subcontractor's risk (if any), and other Subcontractor's time risks; and q. be supported by a schedule giving sufficient details of the Subcontractor's resource requirements in terms of manpower, work rates, items of plant, equipment and materials for each work activity to justify the activity duration shown in the programme.
	Acceptance	The Contractor shall within 14 days of receiving the initial programme respond by either stating that this initial programme complies with the Subcontract, in which case it shall become the Subcontract Programme; or rejecting this initial programme, giving sufficiently detailed and cogent reasons to enable the Subcontractor to revise the initial programme in a timely manner. If the Subcontractor receives no response from the Contractor within 14 days of submitting the initial programme, it shall become the Subcontract Programme. If the Contractor responds stating that the initial programme fails (to the extent stated) to comply with the Subcontract, the Subcontractor shall submit a revised initial programme within 7 days of receipt of the Contractor's response, taking due account of the reasons given by the Contractor. The Contractor shall within 7 days of receiving this revised initial programme, respond by either stating that it complies with the Subcontract in which case it shall become the Subcontract Programme; or stating that the initial programme fails (to the extent stated) to comply with the Subcontract, giving sufficiently detailed and

		cogent reasons to enable the Subcontractor to further revise the initial programme in a timely manner.
B.	**Updating the Subcontract Programme**	
	Updating	The Subcontract programme shall be updated and submitted to the Contractor no later than 28 days from the date that the Subcontractor's initial programme became the Subcontract Programme and, in any case, within 7 days of the occurrence of any of the following: ***(Note to Compiler: Amend List if required to list instances when an updated programme is required)*** a. The Subcontractor changing his method(s) and/or sequencing of work and/or duration of activities and/or allocation of resources; b. Any delay event experienced by the Subcontractor in his execution of the Subcontract Works of whatsoever cause which impacts the critical path or, if there is more than one critical path, any of the critical paths; c. Notification from the Contractor of any delay event which has occurred, or specific probable future events or circumstances, which may adversely affect the Subcontractor's work, increase the Subcontract Price or delay the execution of the Subcontract Works; d. The grant by the Contractor of an extension of the Subcontract Time for Completion; e. Receipt of a Contractor's Instruction regarding the programming and/or sequencing of the Subcontract Works; and f. Receipt of notification from the Contractor that the actual progress of the Subcontract Works is too slow to complete within the Subcontract Time for Completion and/or does not conform to the Subcontract Programme. The updated programme shall show modifications to the Subcontract Programme necessary to ensure completion of the Subcontract Works within the Subcontract Time for Completion.
	Acceptance	The Contractor shall within 7 days of receiving the updated programme respond by either stating that it complies with the Subcontract, in which case it shall become the Subcontract Programme; or stating that it fails (to the extent stated) to comply with the Subcontract, giving sufficiently detailed and cogent reasons to enable the Subcontractor to revise it in a timely manner. If the Subcontractor receives no response from the Contractor within 7 days of submitting the updated programme, it shall become the Subcontract Programme. If the Contractor responds stating that the updated programme fails (to the extent stated) to comply with the Subcontract, the Subcontractor shall submit a revised updated programme within 7 days of receipt of the Contractor's response, taking due account of the reasons given by the Contractor. The Contractor shall within 7 days of receiving this revised updated programme, respond by either stating that it complies with the Subcontract, in which case it shall become the Subcontract Programme; or stating that it fails (to the extent stated) to comply with the Subcontract, giving sufficiently detailed and cogent reasons to enable the Subcontractor to further revise the updated programme in a timely manner.
	Subcontract duration	Thereafter, for the duration of the Subcontract Works, the Subcontractor shall update the programme and each updated programme shall be subject to the requirements of this Annex. The Subcontractor shall not delay any work whilst awaiting a response from the Contractor in respect of any updated or revised updated Subcontract programme.

		Provided that any response by the Contractor in respect of any programme submitted by the Subcontractor that relates to the Subcontract Works shall not be taken as: i) Conferring any right on the Subcontractor other than those set out in the Subcontract, or ii) Any waiver of the Contractor's rights or the Subcontractor's obligations under the Subcontract.

C1.2.2 APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE CONTRACTOR

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

2. Subcontract clause numbers (SCl No.) refer to the FIDIC Conditions of Subcontract, 2011. The prefix PCC refers to an amendment or addition in the Particular Conditions of Contract.

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

PCC 6.5	Rates of Wages and Conditions of Labour	The Subcontractor shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III in Government Gazette No. 37750) and rates for Wages and Conditions of Labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Subcontractor except where a specific industry publishes its own Wage Rates and Conditions of Labour. ***(Note to Compiler: In cases where the works package falls under a specific industry (e.g. Forestry) that publishes its own wage rates and Conditions of Labour, then delete the previous sentence and insert the specific industry wage rates and Conditions of Labour)***
PCC 6.6	Working Hours	Special non-working days are: a) All designated public holidays (including all foreseeable statutory declared election days) (b) The annual shut-down period between December and January (c) Day before Easter Weekend (d) Day of State school term closure and day prior to State school term start (e) Other non-working days and restricted working hours specified in section B1200 in the Main Contract as follows: i) ***(Note to Compiler: Add the restrictions from B1200 of the Main Contract)*** (f) Sundays (g) Between sunset and sunrise ***(Note to Compiler: amend the above to correspond with A6.5 of the Main Contract)***
PCC 8.1	Subcontract Commencement Date	As stated in Clause C1.1.2 Form of Acceptance.
PCC 8.1	Period in which the Subcontract Work is to commence	Within 14 days of the Subcontract Commencement Date
PCC 8.7	Delay Damages	R..... /day ***(Note to Compiler: Insert an amount per day that can not exceed either the Main Contract Daily Delay Damage amount or the Subcontract Maximum amount of Delay Damages)***
PCC 8.7	Maximum amount of Delay Damages	Up to 10% of the Accepted Subcontract Price
PCC 11.2	Subcontract Defects Notification Period	***(Note to Compiler: Insert an appropriate period for the type of work and risk of defects over time but not exceeding 12 months, utilising the following guide: 12 months – For High risk and high value subcontracts 6 months – As a general norm 3 months – For CE1, 2 and and 3s)*** ____ months.
13.5	Subcontract Adjustments for Changes in Cost	Statistical Releases published by Statistics South Africa

TABLE OF ADJUSTMENT DATA

Coefficient	Resource	Definition	Publication	Table
x = 0,15	Fixed			
a = ……	Labour (L)	"Labour Index" shall be the price index for "Consumer Price Index" for the ……. *(Note to Compiler: Insert Province)* Province	P0141	A
b = ……	Equipment (E)	"Equipment Index" shall be the price index for "Plant and Equipment"	P0151.1	4
c = ……	Material (M)	"Materials Index" shall be the price index for the "Civil Engineering Material" product ……., *(Note to Compiler: Insert most appropriate product, for type of work i.e.: "Roads, General (excl. Bitumen)" for projects that are both road and structures intensive, "Roads, Refurbishment (Excl. Bitumen)" for projects that are road intensive, "Structures (Excl. Bitumen)" for all structures intensive projects.* *For electrical work add the following:* *"Materials Index" shall be the price index for the "Electrical engineering" product)*	P0151.1	6
d = ……	Fuel (F)	"Fuel Index" and shall be the price index for "Coal and Petroleum Products", for "Diesel"	P0142.1	1

"Ln", "En"", "Mn" and "Fn" are the current cost indices for period "n", each of which is applicable to the relevant tabulated cost element on a date 49 days prior to the last day of the period to which the interim Subcontract Payment or final Subcontract Payment relates

"Lo", "Eo", "Mo" and "Fo" are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Subcontract Base Date (the date 28 days prior to the latest date for submission of the Subcontractor's Offer).

(Note to Compiler: The coefficients a, b, c, and d is to be the same as the coefficients of the Main Contract – any proposed changes to be confirmed with the Employer)

14.2	Total Subcontract Advance Payment	……..% of Accepted Subcontract Price *(Note to Compiler: Indicate percentage if applicable else indicate 0%)*
14.2	Number, Timing and proportions of instalments of advance payment	*(Note to Compiler: Indicate details of advance payment installments if applicable else indicate Not Applicable)*
PCC 14.6	Percentage of Retention	5% of the Value of Completed Work
PCC 14.6	Limit of Retention Money	5% of the Subcontract Price

14.11	Subcontract Currencies of Payment	South African Rand (ZAR)
PCC 20.5	Appointment of the Subcontract DAB	Where a Main Contract DAB is appointed under the Main Contract, the Subcontract DAB shall comprise of the same members of the Main Contract DAB. Where a Main Contract DAB is not appointed under the Main Contract, the Subcontract DAB shall comprise of 1 (one) member only who shall comply with the following minimum requirements: • Pr.Eng or Pr. Tech Eng (with civil engineering background) or be on the latest SAICE President's list of alternative dispute resolution professionals; and • More than 15 years' experience in the type of construction involved in the Works – Roads & Bridges; and • Formal qualification in adjudication, arbitration and/or experience in mediation; and • Experience in Dispute Resolution as per the FIDIC Conditions of Contract.

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

Note to Tenderer:
This form is the equivalent of the Appendix to the Subcontractor's Offer as defined in Sub-Clause 1.1.3 of the FIDIC Conditions of Subcontract, 2011

1. FIDIC CONDITIONS OF SUBCONTRACT

1.a Clause 1.1.34: Subcontractor

The subcontractor is: .....

1.b Clause 1.4: Subcontract Communications

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

Physical address: .....

.....

.....

Telephone: .....

Facsimile: .....

E-mail: .....

1.c Clause 1.1.39: Subcontractor's Representatives

The authorized and designated representative of the Subcontractor is:

Name: .....

SIGNED BY TENDERER: .....

PART C2: PRICING DATA

PART C2 PRICING DATA

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C2.2 PRICING SCHEDULE (INCORPORATING SBD3) (PROVIDED ON COMPACT DISC) C2.5
C2.3 SUMMARY OF PRICING SCHEDULE C2.6

C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications as amended in the Scope of Works.

C2.1.2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are detailed in the Standard Specifications.

C2.1.3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications or the Scope of Works.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Subcontractor tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.

C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za for information standards).

C2.1.6 The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items, and include all duties, taxes (except Value Added Tax) and other levies payable by the Subcontractor. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.9 The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.

C2.1.10 Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

C2.1.11 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

C2.1.12 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications.

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

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

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

C2.3 SUMMARY OF PRICING SCHEDULE

SUBCONTRACT NO.

FOR

UNDER CONTRACT SANRAL

FOR THE

(Note to Compiler: Remove or add as applicable)

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

PART C3: SCOPE OF WORKS

PART C3 SCOPE OF WORKS

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PART C3: SCOPE OF WORKS

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

C3.1 GENERAL SPECIFICATION

C3.1.1 SCOPE

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

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

C3.1.2 DESCRIPTION OF THE WORKS

C3.1.2.1 Description of site

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

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

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

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

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

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

(b) Access to the site

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

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

C3.1.2.2 Nature of Subcontract work

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

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

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

C3.1.3 DRAWINGS

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

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

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

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

C3.1.4 CONSTRUCTION IN CONFINED AREAS

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

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

C3.1.5 SUBCONTRACTOR'S CAMP SITE

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

C3.1.6 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

In addition to the requirements specified in the Standard Specifications, the Subcontractor shall adhere to the following requirements.
(Note to Compiler: Only add/remove items listed as is relevant to the Work Package)

C3.1.6.1 Accommodation of traffic

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

C3.1.6.2 Environmental requirements

Trees and shrubs established in landscaped areas of interchanges and in the road reserve may under no circumstances be disturbed without specific instruction from the Contractor for their removal. Trees and shrubs inadvertently destroyed by the Subcontractor shall be replaced with the equivalent at the Subcontractor's own cost.

Disposal of any bituminous-based material shall only be at an approved location and by means of an approved method, arranged beforehand with the Contractor. Bituminous binders shall not be disposed of on the Site but shall be returned to the supplier for disposal.

C3.1.6.3 Dayworks

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

The Subcontractor shall tender the rates applicable to daywork, as provided for in the Bill of Quantities. These rates will be taken into account in the adjudication of tenders.

The tendered rates shall be considered to include full compensation for the work to be performed, including supervision of labour, all plant operators and other operating costs, overheads and profit. Hourly rates for transport and equipment shall apply to the actual number of hours for which the vehicles or equipment are required for a specific item of work, including travelling time if applicable.

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

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

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

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

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

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

C3.1.8 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES

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

C3.1.8.1 Programme

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

The requirements of the Subcontract programme are specified in Annex F of the Contract Data of the Conditions of Subcontract.
The Contractor will determine the extent and frequency of the work to be executed in terms of the subcontract, as certain activities are dependent upon the climatic conditions encountered during the period of the subcontract and on progress of the Contractor or other subcontractors.

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

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

TABLE C3.1.8/1: FREQUENCY AND COMMENCEMENT PERIOD OF ACTIVITIES

Activity	Frequency	Start period
Linemarking	*(state days and frequency)*	

C3.1.8.2 Restriction on activities

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

C3.1.8.3 Completion time of specified activities

(Note to Compiler: Amend as appropriate for type of subcontract e.g. Fix time or multiple establishments as is relevant to the Work Package)
Generally, the activities covered by this subcontract will be on a continuous basis. However, certain specified activities are considered to be of a non-continuous nature and multiple establishments will be required as instructed by the Contractor. *(Note to Compiler: These establishments and the number thereof should be reflected in the pricing schedule)*

C3.1.9 OCCUPATIONAL HEALTH AND SAFETY

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

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

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

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

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer and relies on people following procedures to populate system with data. ITIS currently consist of the following platforms:

- ITIS Web – Web enabled portal providing online access to various functions, workflows and reports.
- ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.
- ITIS Mobile – Application (Android 4.3 or later and IOS 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.

The Employer then has several ITIS modules running on any of the above ITIS platforms which affect the Contractor, who will need to use these modules to perform certain procedures and to provide required information. The current modules applicable and their description are as follows:

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

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

C3.1.11 CONTRACTOR SUPPORT OF TARGETED ENTERPRISES

The Contractor shall appoint a dedicated Targeted Enterprise Construction Manager (TE Construction Manager) whose sole responsibility shall be to assist the Contractor with the execution of his responsibilities towards Targeted Enterprises and Target Groups. Amongst others, the TE Construction Manager shall facilitate the training, mentoring, development

and support of Targeted Enterprises as per the Contractor's approved Training and Skills Development Programme.

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

a) General Obligations

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

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

b) Subcontract Agreements

The Contractor, shall conclude the subcontract agreements with the Targeted Enterprises. The subcontract agreement shall be the FIDIC subcontract agreement and shall be in accordance with the provisions of amended sub-clause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of the Main Contract.

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

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

c) Quality of Work and Performance of Targeted Enterprises

The Contractor's TE Construction Manager shall closely monitor and supervise all Targeted Enterprises and shall train, coach, guide, mentor and assist each Targeted Enterprise in all aspects of management, execution and completion of its subcontract. This shall typically include assistance with planning of the Works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, coaching, guidance, mentoring, and assistance to be provided by the Contractor shall commensurate with the level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of its subcontract.

If the Targeted Enterprise, in the opinion of the Engineer, fails to comply with any of the criteria listed below, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

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

The Contractor shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

d) Dispute Avoidance and Resolution Procedures

When any disputes arise, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract agreement. If such action is contemplated it shall be discussed with the Engineer and tabled to the PLC before any action is taken.

The Targeted Enterprise shall have 21 calendar days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, except for issues pertaining to Site Safety and Accommodation of Traffic, for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works, but which shall not be longer than 24 hours. Failure by the Targeted Enterprise to comply with a deadline, will be sufficient grounds for the Contractor to apply a penalty or terminate the subcontract provided that the Employer and the Engineer is satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.

The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor or the Engineer. Provided that, unless the Targeted Enterprise shall, within 21 calendar days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to the relevant clause(s) in the subcontract agreement disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

C3.1.12 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE

The Contractor shall under the auspices of the PLC develop a Training and Skills Development Programme which shall be managed by the Contractor's TE Construction Manager.

(a) Purpose of the Training and Skills Development Programme(s)

Skills development forms an integral part of the Employer's Transformation and Community Development Policies and hence, it is important to the Employer that Targeted Labour and Targeted Enterprises be equipped with skills that can be used to gain meaningful future employment and secure subcontracting opportunities.

It is, therefore, a requirement that the Contractor provide Training, Coaching, Guidance, Mentoring and assistance to the Targeted Labour and Targeted Enterprises, to ensure skills development within the Construction Industry.

(b) Skills Audit and Analysis

Prior to developing the Training and Skills Development Programme(s), the Contractor shall conduct a Skills Audit and Analysis of the Subcontractor's employees to determine their levels of education, existing qualifications, and skills sets. The outcome of the Skills Audit and Analysis shall be used to develop a Training and Skills Development Programme(s) that will benefit both the employee and the Construction Industry at large.

Included in the Skills Audit and Analysis shall be a separate section, analysing the education, qualifications and skills sets of the Targeted Enterprise's owners and supervisors subcontracted by the Contractor to develop a Training and Skills

Development Programme that will develop and improve the ability of small business owners and their supervisory staff to better manage their enterprises.

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

The Employer shall be involved in the decision making and quality control pertaining to the development and implementation of the Training and Skills Development Programme(s).

The Employer has no service agreement or memorandum of understanding with any education and training quality assurance body and, therefore, does not function as the "Employer" as defined under any three-party-agreement between the Trainee, the Training Provider and the Employer.

However, the Employer requires similar outcomes to that of formal learnership programmes and the Contractor shall structure a Training and Skills Development Programme(s) in a manner that permits continued access to further learning and qualifications within a defined programme.

The complete Training and Skills Development Programme shall be approved by the Employer and Engineer and signed off by the PLC before any training commence.

(d) The Training Service Provider

While the Contractor's TE Construction Manager will manage the Training, Development and Support Programme and mentor Targeted Enterprise subcontractors from a practical point of view, the Contractor shall subcontract a Training Service Provider to implement the theoretical training components of the Programme.

The Training Service Provider entity shall be accredited, and have in its employ Practitioners, Assessors and Moderators whom are registered, with the Construction Education Training Authority (CETA). Proof of accreditation and registration shall be current, valid and list the NQF levels and Unit Standards for which the entity and its staff are accredited.

(e) Training Programme: General Requirements

The Training and Skills Development Programme shall consist of Learnerships that include multiple, but related Unit Standards which are (1) relevant to the Works to be constructed, (2) aimed at achieving the skills development objectives of the Programme, and (3) lead towards a formal qualification in the Construction Industry.

Learnerships shall include both the theoretical and practical components of each Unit Standard and shall be in accordance with the various laws and regulations contained in the South African Qualification Authority (SAQA) statutes.

(i) <u>Training Programme: Requirements and Considerations</u>

The Skills Audit and Analysis shall inform the Contractor of every employee's Recognised Prior Learning (RPL) skills and competencies, which shall be taken into consideration in the development of the Training and Skills Development Programme so that the RPL skills and competencies, together with the Training Programme Unit Standards offerings, will lead to a full Learnership outcome and hence a formal qualification.

It is recognised that the Training and Skills Development Programme may consist of several Unit Standards but totalling insufficient credits for a full Learnership qualification. Nevertheless, the competencies and credits achieved in the Programme shall contribute to a full Learnership by a later acquisition of the outstanding Unit Standards required for the full Learnership.

The Training and Skills Development Programme shall be structured in a manner to prioritise those Unit Standards that will equip Trainees with the

minimum skills required to become economically involved in the execution of the Works as soon as possible.

The Training Service Provider shall apply the SAQA Learnership criteria of which the basic elements are listed below to demonstrate the Employer's requirements:

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

The above criteria are not exhaustive, and the Training Service Provider shall apply the systems and processes required by the relevant SAQA and other related legislation pertinent to training.

While structuring the Learnership offerings, the Training Service Provider shall distinguish between the levels of learning required. The bulk of the training shall focus on NQF Levels 4 and 3. NQF Level 5 training is not anticipated but may be suitable for qualifying staff of established small contractors. The qualification titles for the respective NQF Levels are:

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

It may be necessary to include additional Core Unit Standards, e.g. "Tendering" or "Entrepreneurship" as an additional Unit Standard for NQF Level 4, to achieve the Contract's development objectives. The identification of any additional Unit Standards shall be discussed with the Engineer and shall not be implemented without prior approval.

Before qualifying, Trainees will be expected to demonstrate competence in a practical situation that integrates the assessment of all specific outcomes, for all Unit Standards in the Learnership Programme.

All training shall take place within normal working hours, or as agreed with the trainees.

(ii) Selection of Trainees

To complete a Learnership successfully requires minimum literacy and numeracy competencies as defined by SAQA. The Training Service Provider shall utilise the Skills Audit and Analysis and conduct additional skills analysis to benchmark the literacy and numeracy levels of employees and subcontractors. This information shall guide the Training Service Provider in formulating the Trainee selection methodology(ies) and process(es). The Training Service Provider shall make provision for (1) baseline assessments, e.g. conducting RPL enquiries and tests, and (2) a gap skills programme consisting of Fundamental Unit Standards, to facilitate the selection process.

Trainees identified as having already acquired some tertiary training, particularly in the field of Civil Engineering, may be suitable for a specialised Trainee programme or a higher NQF Level programme. The Training and Skills Development Programme(s) shall, therefore, make provision for Trainees with a variety of competency levels and shall make provision for different levels of training.

It should be noted that where this section refers to the selection and training of Trainees, any person, employed by any national, provincial or local authority, being it full time or part time, is expressly excluded from being considered for this training.

C3.2 STANDARD SPECIFICATIONS

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

C3.3. PROJECT SPECIFICATION AMENDING THE STANDARD SPECIFICATIONS

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

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

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

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

C3.3.1 COTO CHAPTER 1: GENERAL

SECTION 1.1: DEFINITIONS AND TERMS

……etc.

SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

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

Add the following paragraphs:

"Should the combined total tendered for items C1.3.1.1, C1.3.1.2 and C1.3.1.3 exceed 15% of the tender sum (excluding VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form C1: Tenderer's Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for item C1.3.1) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form C1."

PART C4: SITE INFORMATION

PART C4 SITE INFORMATION

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Information Only
All data and descriptions contained in this section of the Subcontract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the Subcontract documents, the latter take precedence.

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

C4.1 DESCRIPTION OF THE WORKS

C4.2 DRAWINGS

C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

C4.4 CONSTRUCTION IN CONFINED AREAS

C4.5 MANAGEMENT OF THE ENVIRONMENT

C4.6 TRAFFIC

C4.7 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON

C4.8 CLIMATE

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

C4.10 SAFETY PROCEDURES

C4.11 OTHER INFORMATION

C4.12 APPENDICES

Appendix 1: Locality Plan

APPENDIX 1: LOCALITY PLAN

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

SUBCONTRACT NO.
FOR
UNDER CONTRACT SANRAL
FOR THE

PART C5: ANNEXURES

PART C5: ANNEXURES

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Note to tenderer:
The Annexure will include completed returnable schedules and correspondence which form part of the subcontract.

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

ANNEXURE 1: COPIES OF ALL ADDENDA ISSUED

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

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

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

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

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

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

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

ANNEXURE 9: FORM A10 – REGISTRATION WITH CIDB

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

ANNEXURE 11: CORRESPONDENCE RELATING TO PRICING DURING TENDER PERIOD

ANNEXURE 12: LETTER OF ACKNOWLEDGEMENT BY SUBCONTRACTOR

ANNEXURE 13: LETTER OF ACCEPTANCE BY CONTRACTOR

ANNEXURE 14: SUBCONTRACTOR PERFORMANCE REPORT

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