



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

**CONTRACT SANRAL S.002-002-2018/1**

**SCM REFERENCE: NRA 2025/0140**

**COMMUNITY DEVELOPMENT AND SMALL  
CONTRACTOR TRAINING AND  
DEVELOPMENT ON GA-MAMPA SERVICE  
ROAD TO NATIONAL ROAD R37 SECTION  
1**

## **PROJECT DOCUMENT**

**BASE DATE: MAY 2026**

**TENDER DOCUMENT  
VOLUME 3  
BOOK 3 OF 3**

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

**NAME OF TENDERER:**

.....

Set sequential number



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

**CONTRACT SANRAL S.002-002-2018/1**

**SCM REFERENCE: NRA 2025/0140**

## **COMMUNITY DEVELOPMENT AND SMALL CONTRACTOR TRAINING AND DEVELOPMENT ON GA-MAMPA SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1**

THIS DOCUMENT COMPILED UNDER THE DIRECTION OF:

The Regional Manager (SANRAL Limpopo Regional Offices)  
The South African National Roads Agency SOC Ltd  
38 Ida Street  
Menlo Park  
Pretoria  
0081

Tel: (012) 426 6200

## **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 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 from the CIDB website.

<https://www.cidb.org.za/resource-centre/downloads-2/#47-100-wpfd-procurement-documents-templates-and-guidelines>

VOLUME 4: The Road Works Drawings

VOLUME 5: The Structural Drawings

VOLUME 6: Materials Investigation and Utilisation

**Notes to Tenderers:**

**1. VOLUME 1**

This Volume is obtainable from:

CESA  
P. O. Box 68482, Bryanston, 2021  
Tel: (011) 463 2022  
Fax: (011) 463 7383  
E-mail: [general@cesa.co.za](mailto:general@cesa.co.za)

**2. VOLUME 2**

This Volume is obtainable from SANRAL and can be downloaded free of charge from the SANRAL's website [www.nra.co.za](http://www.nra.co.za).

**3. VOLUME 3**

This Volume is issued at tender stage in electronic format and can be downloaded from the SANRAL's website.

The website contains the following files:

- a) The full Project Document in pdf format (excluding the Standard Conditions of Tender).
- b) The Returnable Forms in MS Word format.
- c) The Pricing Data in MS Excel format.

The Standard Conditions of Tender may be downloaded from the CIDB website by means of the following link:

<https://www.cidb.org.za/resource-centre/downloads-2/#47-100-wpfd-procurement-documents-templates-and-guidelines>

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

- a) Returnable schedules relevant to the project.
- b) Agreements and Contract Data.
- c) Pricing Data.
- d) Scope of Work.
- e) Project Information.

**4. Submission of Tender**

Of the contract documents, only the following parts of VOLUME 3 needs to be submitted in (1) a printed and bound hard copy and (2) electronically on a flash drive marked "Main Tender", followed by the Tenderer's name, in a sealed envelope, in the following order:

- a) Form of Offer (signed in hard copy and scanned as .pdf)
- b) Returnable Schedules, attachments and certificates (hard copy and scanned as .pdf)
- c) Pricing Schedule (completed in hard copy, scanned as .pdf and MS Excel copy).

**5. Alternative Offers**

For alternative offers the Tenderer shall submit the following additional documentation, in (1) a printed and bound hard copy and (2) electronically on a separate flash drive marked "Alternative", followed by the Tenderer name, in a sealed envelope in the following order:

- a) Form of Offer (signed in hard copy and scanned as .pdf and state "Alternative Form of Offer")
- b) Returnable Schedules, attachments and certificates (hard copy and scanned as .pdf)
- c) Alternative Pricing Schedule (completed in hard copy, scanned as .pdf and MS Excel copy).

Information provided by a Tenderer over and above the above parts of Volume 3 shall be treated as information only and will only be bound into the Contract if the Tenderer notes on Form A4: Schedule of Variations or Deviations, that the information has a bearing on the tender price.

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## **PART C2: PRICING DATA**

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## **C2.1 PRICING INSTRUCTIONS**

C2.1.1 Measurement and payment shall be in accordance with:

- a) the relevant provisions of the Standard Specifications as amended in the Scope of Works; and
- b) the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), as amended in the Scope of Works,

whichever is relevant to the particular section.

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

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

C2.1.3 For the purposes of this Pricing Schedule, 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 Scope of Works.
- Quantity: The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.
- Rate: The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

**Provisional Sum:**

An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

**Prime Cost:** Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

**Trainee Credit:**

Is the product of the number of Trainees to be trained and the number of Unit Standard credits required for a Trainee to complete a SAQA accredited qualification on a specified NQF level.

C2.1.4 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.5 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.6 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

C2.1.7 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

C2.1.8 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:

- a) The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- b) On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for

the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.

- c) Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

C2.1.9 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that service deliverable. The sum of any progress payments made under a lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

C2.1.10 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.

For each Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- a) The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and  
b) An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

C2.1.11 Subject to the conditions stated in Clause C2.1.12 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding when submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Employer shall have the right to adjust the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event, the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.

C2.1.12 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.13 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

C2.1.14 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

## **C2.2 PRICING SCHEDULE (INCORPORATING SBD3)**

### SCHEDULE A

GENERAL REQUIREMENTS AND TRAINING AND SKILLS DEVELOPMENT PROGRAMME

### SCHEDULE B

CONSTRUCTION OF THE WORKS (COTO) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR SOUTH AFRICAN ROAD AUTHORITIES (DRAFT STANDARD OCTOBER 2020 EDITION).

### SCHEDULE C

STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES SELECTION AND UTILISATION.

## **C2.3 SUMMARY OF PRICING SCHEDULE**

### **SCHEDULE A: TRAINING AND CONSTRUCTION MANAGEMENT**

..... R .....

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### **SCHEDULE B: CONSTRUCTION OF THE WORKS**

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### **SCHEDULE C: STAKEHOLDER AND COMMUNITY ENGAGEMENT**

..... R .....

(from page .....)

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

#### **VALUE ADDED TAX:**

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

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TOTAL CARRIED TO C.1.1.1: FORM OF OFFER ..... R .....

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## **PART C3: SCOPE OF WORK**

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## **SECTION A: GENERAL REQUIREMENTS AND TRAINING AND SKILLS DEVELOPMENT PROGRAMME**

### **A1001 SCOPE OF WORK**

The Contractor's Scope of Work primarily entails the training and skills development of members of an identified Community, as well as Trainee Targeted Enterprises selected from this Community, whom will become his Targeted Enterprise subcontractors and whom he shall manage and mentor during the construction phase.

The construction phase entails overseeing the construction of infrastructure, by Trainee Targeted Enterprises, that promotes the access, mobility and road safety of the identified Community, in relation to the National Road Network. The Contractor thus have primarily a training and construction management role.

To enhance the utilisation and development of Targeted Labour from the identified Community, care has been taken during the design of the Works to ensure that it can be constructed by means of labour enhanced construction methods (LECM) and the Contractor shall apply such labour enhanced methods.

### **A1002 DEFINITIONS**

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

#### **a) Accreditation**

The certification, for a set period, of a person, a body or an institution to have the capacity to fulfil a particular function within the quality assurance system set up by the SAQA.

#### **b) Business Coaching**

Business coaching establishes an atmosphere of mutual trust, respect, responsibility and accountability to motivate the 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.

#### **c) Construction Education and Training Authority (CETA)**

The Construction Education and Training Authority (CETA) was established in terms of the Skills Development Act, Act 97 of 1998. It provides skills development services to the construction sector, to implement the objectives of the National Skills Development Strategy and to ensure that people obtain the critical or scarce skills that are needed to build the capacity of the construction sector to become economically sustainable and globally competitive.

#### **d) Contractor's Construction Management Staff**

##### **i) Construction Manager**

The Contractor's full-time staff member who manages the practical training and construction of the Works. He also develops and supports Trainees through mentoring, providing guidance and coaching Trainee Targeted Enterprises and other Targeted Enterprises.

##### **ii) Construction Mentor**



The person who mentors and oversees Trainees during practical training and construction of the Works.

iii) Construction Supervisor

The person who directly supervises Trainees and who is the coordinator between the Construction Manager and the Trainees during the construction of the Works.

**e) Contractor's Training Staff**

i) Assessor

A person registered with the relevant ETQA body to measure the achievement of specified NQF standards or qualifications.

ii) Moderator

A member of a body registered with the CETA to ensure that assessment of the outcomes described in the NQF standards and qualifications are fair, reliable and valid

iii) Practitioner

A person registered with the CETA to practice as a trainer or instructor of specific NQF Unit Standards.

iv) Training Provider

The person who coordinates and manages the training and skills development programme developed, or to be developed, for the project.

**f) Education and Training Quality Assurance (ETQA) Body**

The Education and Training Quality Assurance (ETQA) Body is the quality assurance body within the CETA whose purpose is to monitor and audit achievements in terms of standards or qualifications registered on the NQF.

**g) 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.

**h) Labour Enhanced Construction Methods (LECM)**

Labour Enhanced Construction Methods (LECM) involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

**i) Local Community**

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

**j) 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.

**k) Mobilisation Period**

The period from the Commencement Date until the physical commencement of the Works, as defined in the Conditions of Contract.

**l) National Qualifications Framework (NQF)**

The National Qualifications Framework (NQF) is a comprehensive system for the classification, registration, publication and articulation of quality-assured national qualifications. It is the set of principles and guidelines by which records of learner achievement are registered to enable national recognition of acquired skills and knowledge, thereby ensuring an integrated system that encourages life-long learning.

**m) Notional (or Learning) Hours of Training**

The learning time that it is conceived it would take an average Trainee to meet the defined outcomes and includes concepts such as contact time, time spent in structured learning in the workplace and individual learning.

**n) Portfolio of Evidence**

A collection of written confirmation contained in a book or file that provides proof of a Trainee's progress towards achieving competency in a Traineeship or skills programme or part thereof, to be kept safe by the Training Provider for a period of at least 5 (five) years after completion of the Traineeship or skills programme or part thereof.

**o) Project Area**

The area:

- i) through which the infrastructure under construction traverse; or
- ii) within which the infrastructure under construction falls; or
- iii) which is adjacent to and/or in proximity to project operations.

Based on resources and skills audits, and a market analysis, the Contractor, in liaison with the PLC, shall identify and agree the Project Area where preference will be given to the subcontracting of Trainee Targeted Enterprises, other Targeted Enterprises and Targeted Labour.

Because Community Development Projects are earmarked for an identified Community, the Project Area is very localised and typically comprise of:

- a. a local municipality; and/or
- b. town(s) within a local municipality; and/or
- c. ward(s) within a local municipality; and/or even
- d. villages within a rural area.

**p) Project Liaison Committee (PLC)**

The Committee that represents the project's Stakeholders and the Communities affected by the project.

**Note:**

- i) Elected and/or nominated political office bearers shall not be members of the PLC.

- ii) The Employer, Engineer and Contractor also become parties to this Committee at the relevant project stages and as far as it is within the scope of their respective roles and responsibilities.

**q) Recognition of Prior Learning (RPL)**

The comparison of the previous learning and experience of a Trainee, howsoever obtained, against the learning outcomes required for a specific qualification, and the acceptance for purposes of qualification of that which meets the requirements.

**r) South African Qualifications Authority (SAQA)**

The South African Qualifications Authority (SAQA) is a juristic person that is an entity given a legal personality by the law and that was established in terms of the South African Qualifications Authority Act, Act No. 58 of 1995. The SAQA must develop and implement policy and criteria for the development, registration and publication of qualifications and part-qualifications.

**s) Specific Outcomes**

The knowledge, skills and values (demonstrated in context) which support one or more critical outcomes of a Unit Standard.

**t) Targeted Enterprise**

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

- i) an EME or QSE which is at least 51% owned by black people;
- ii) an EME or QSE which is at least 51% owned by black people who are youth;
- iii) an EME or QSE which is at least 51% owned by black people who are women;
- iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- vi) a cooperative which is at least 51% owned by black people;
- vii) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- viii) more than one of the categories referred to in paragraphs i) to vii); and
- ix) which is tax and COID compliant.

**u) Targeted Labour**

Persons:

- i) who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
- ii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies; and
- iii) permanently reside in the Project Area(s) or who are recognized as being residents of the Project Area(s) based on identification and association with, and recognition by, the residents of the Project Area(s); and
- iv) who are defined as a Target Group in the Contract Data.

**v) Trainee Targeted Enterprise**

A Targeted Enterprise as defined in t) above, but who participates in the project, and who is subcontracted to the Contractor, as a Trainee in the Contractor's Training and Skills Development Programme.

**w) Traineeship (also Learnership)**

A work-based training and learning programme which leads to a qualification registered on the NQF. Where reference is made to Traineeship it shall also mean Learnership.

**x) Unit Standard**

The registered statement of desired education and training outcomes and its associated assessment criteria, together with administrative and other information as specified in the regulations.

i) Unit Standard – Core

The compulsory learning required in a situation contextually relevant to a qualification.

ii) Unit Standard – Elective

A selection of additional credits at the level of the NQF specified from which a choice may be made to ensure that the purpose of the qualification and the minimum required number of credits for the qualification is achieved.

iii) Unit Standard – Fundamental

The learning which forms the foundation or basis needed to undertake the education, training or further learning required to obtain a qualification.

**A1003 GENERAL REQUIREMENTS**

**A1003.01 Location of The Project**

The proposed project is located between Ga Phasha and Ga Mampa villages, approximately 60km Northwest of Burgersfort and approximately 80km Southeast of Polokwane, which is within the jurisdiction of the Fetakgomo-Tubatse Local Municipality and Sekhukhune District Municipality in the Limpopo Province. It is near National Road R37, Section 1. A locality plan is included in Part C4: Appendix A of this document.

**A1003.02 Description of the Project**

Training and skills development forms an integral part of the Employer's Transformation Policy and Community Development Strategy and hence, it is important to the Employer that Communities and small, medium and micro enterprise (SMME) Contractors within local Communities are trained and equipped with skills that can be used to gain meaningful employment and secure contracting or subcontracting opportunities.

The purpose of this project is thus for a Training and Construction Manager to facilitate the implementation and construction management to communities and SMME contractors in Ga Phasha and Ga Mampa Villages for pedestrian facilities, minor bridges and a service road that joins into R37.

The Training and Skills Development Programme shall comprise of, amongst others, structured theoretical (classroom) training with an extensive practical (workplace) and developmental construction component.

The services required from the Contractor comprise the following components and phases, of which some will overlap in its execution.

**a) Conduct Resources and Skills Audits, and Market Analysis**

the Contractor shall conduct Resources and Skills Audits to determine the Targeted Enterprise capacity in the Project Area and the Community's levels of education, existing qualifications, and skills sets. It shall be followed by a Market Analysis of the area in which these Targeted Enterprises typically, or potentially could, operate.

**b) Develop a Training and Skills Development Programme**

Based on the Employer's preliminary Training and Skills Development Programme, attached to Part C5, Annexure X, and (the Contractor's Resources and Skills Audits and Market Analysis, the Contractor shall develop a Training and Skills Development Programme as a basis for the project.

**c) Select Beneficiaries of the Project**

Beneficiaries of the project shall comprise Designated Groups and/or Targeted Enterprises from the Community, as identified via the Employer's Stakeholder and Community Liaison processes described in Part C3, Section D and shall include:

- i) Trainee Targeted Enterprise Subcontractors (CIDB grades 1 to 4);
- ii) Targeted Enterprise Suppliers, Service Providers and Subcontractors;
- iii) Targeted Labour; and
- iv) Community members or groups.

**d) Conduct Theoretical (Classroom) Training**

The theoretical training shall be SAQA accredited programmes that include multiple, but related, Unit Standards which are relevant to the practical implementation component, i.e. the Works to be constructed. The theoretical, together with the practical, component of the project is aimed at achieving the training and skills development objectives of the Employer to lead towards Trainees obtaining a formal qualification in the Construction Industry and for Targeted Enterprises to improve their CIDB grading levels.

**e) Conduct Practical (Workplace) Training**

During the practical training phase of the project, the Construction Manager shall expose Trainees to the practical aspects of construction work under his direction. The Construction Manager shall supervise and closely monitor Trainees and shall train, coach, guide, mentor and assist Trainees in all aspects of the execution and management of a typical construction project. Amongst others, Trainees shall be developed in the planning of the Works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures.

**f) Construction of the Works**

An infrastructure construction component has been identified for the Community Development Project to facilitate the Training and Skills Development Programme.

This infrastructure component entails the construction supervision of the Ga Mampa service roads, Pedestrian facilities and stormwater infrastructure.

The construction Works consists, amongst others, of the following:

- i) Upgrading of the unsurfaced district road to a surfaced condition.
- ii) Providing access to the national route at one intersection, located in section 1 of R37.
- iii) Closing off, for vehicular traffic, a number of illegal direct accesses to the district road and providing a formal barrier.
- iv) Provision of pedestrian walkway.
- v) Construction of concrete stormwater side.

- vi) Construction of prefabricated culverts.

The Works shall be constructed using the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), together with the:

- a. Standard Amendments issued by COTO;
- b. Project Specification Amendments to the COTO Standard Specifications; and
- c. CIDB Labour-based Methods and Technologies for Employment Intensive Construction Works – A CIDB Guide to Best Practice

Care has been taken during the design of the Works to ensure that it can be constructed by means of labour enhanced construction methods and the Contractor shall apply such labour enhanced methods within the perimeters of the Specifications.

### **A1003.03 Time for Completion and Project Programme**

#### **a) Time for Completion**

The Time for Completion of all phases of the project shall be 16 months from the Commencement Date to be provided after the appointment of the Contractor.

#### **b) Project Programme**

The Contractor shall programme his duties in such a manner to complete the various phases of the project within the indicative milestone dates specified below. The Employer's indicative programme for this project is depicted in **Table A1003.03(a)** below:

**Table A1003.03(a): Indicative Programme**

	<b>Project Stage</b>	<b>Completion Date</b>
A	Submission of Tenders	May 2026
B	Appointment of Training and Construction Manager	May 2026 + 4 Months
C	Project Hand-over meeting	May 2026 + 5 Months
	Mobilisation Period commences	May 2026 + 5 Months
D	First Progress Meeting	May 2026 + 6 Months
E	Resources and Skills Audit and Market Analysis Report	May 2026 + 6 Months
F	Training and Skills Development Programme Approval	May 2026 + 6 Months
G	Selection of Beneficiaries of the Project Complete	May 2026 + 8 Months
	Mobilisation Period ends	May 2026 + 8 Months
H	Theoretical (Classroom) Training Complete	May 2026 + 11 Months

	Project Stage	Completion Date
I	Practical (Workplace) Training Complete	May 2026 + 12 Months
J	Simulation Construction Complete	May 2026 + 13 Months
K	Construction of the Works Complete	May 2026 + 21 Months
L	Project Close-out	May 2026 + 23 Months

The Contractor shall submit his draft programme, based on the indicative programme, for the Engineer's perusal at the project hand-over meeting.

The Contractor shall submit his final programme for the Engineer's approval at the first progress meeting.

#### **A1003.04 Penalties and Delays**

Penalties shall be applied for each calendar day by which the Contractor fails to meet the milestone dates as per the Contractor's approved Programme. The quantum of the penalty shall be as listed in the Contract Data, Clause 8.7.

The penalties and delay damages that are applicable on work undertaken by subcontractors that qualify in terms of the definition, and which has been sublet according to the specifications for the tender process, shall be the full responsibility of the Contractor.

#### **A1003.05 Drawings**

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

The Contractor will be issued with the contract drawings in electronic format on a Compact Disc. Any prints which the Contractor may require shall be at his own cost.

Any information in the possession of the Contractor, which the Engineer requires to record as-built information, shall be supplied to the Engineer before the 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.

#### **A1003.06 Contractor's Staff**

The names of the Contractor's Key Persons are shown in Form C1.2.3 Contract Data: Information Provided by the Tenderer.

The Contractor's two leading Key Persons are the Training Provider and the Construction Manager. The roles of both these persons are described below and in the respective sections of Part C3.

##### **a) Contractor's Training Staff**

##### **i) The Training Provider**

The Contractor's Training Provider shall predominantly coordinate and manage the Training and Skills Development Programme of the project. If the Contractor is not also an accredited Training Service Provider, he shall subcontract an accredited Training Service Provider by applying the Employer's Supply Chain Management Policy for second tier procurement.

**ii) Practitioners, Assessors and Moderators**

The Training Provider shall have under his management, or in his employ, Practitioners, Assessors and Moderators whom are registered with the CETA. Proof of accreditation and registration shall be current, valid and list the NQF levels and Unit Standards for which the Training Provider and his staff are accredited.

The training and competency levels required of the Training Provider and his staff are provided in **Table A1003.06(a)** below:

**Table A1003.06(a): Qualifications and Experience Requirements for Training Staff**

Designation	Qualification or Unit Standard No.	NQF Level	Credit	Minimum Relevant Experience (years)
Training Provider	Civil Engineering Qualification	5	N/A	10
Practitioner	Train the trainer; No 7384	4	16	None Specified
Assessor	Conduct outcome base assessment; No 115753	5	15	5
Moderator	Conduct moderation of outcome-based assessment; No 115759	6	10	5

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.

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 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.

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

Provision for the Contractor's Training Staff has been made in Pricing Schedule A, under pay item A1000.01(a).

Provision for the establishment of the Contractor's Training Staff has been made in Pricing Schedule A, under pay item A1000.02(b).

**b) Contractor's Construction Management Staff**



**i) The Construction Manager**

The Construction Manager and his staff shall predominantly manage the practical training, construction of the Works and mentoring, development and support of the Trainees and Targeted Enterprises.

The Construction Manager is also the Contractor's Representative and shall maintain a full-time presence on site during the practical training and construction of the Works phases of the project.

**ii) The Construction Mentor**

The Construction Mentor is not listed as a Key Person for eligibility and functionality purposes but is an extension of the Construction Manager and it is recommended that 1 (one) Construction Mentor be provided for every 4 (four) Targeted Enterprises. The Construction Mentor shall maintain a full-time presence on site during the practical training and construction of the Works phases of the project.

**iii) The Construction Supervisor**

The Construction Supervisor is not listed as a Key Person for eligibility and functionality purposes but is an extension of the Construction Manager and Mentors. The Construction Supervisor does not only directly supervise Targeted Enterprises but is also the coordinator between the Targeted Enterprises and the Construction Manager. It is recommended that 1 (one) Construction Supervisor be provided for every 3 (three) Targeted Enterprises. The Construction Supervisor shall maintain a full-time presence on site during the construction of the Works phases of the project.

The Clerk of Works is not listed as a Key Person for eligibility and functionality purposes, but the Contractor shall have in his employ the number of Clerks of Works that is required to assist the Construction Manager with the Project Management and Administration of the Works. It is recommended that 1 (one) Clerk of Works be provided for every 12 (twelve) Targeted Enterprises. The Clerk of Works shall maintain a full-time presence on site during the practical training and construction of the Works phases of the project.

The minimum requirements with regards to qualification, registration and experience in the civil engineering or road construction field, for the Contractor's Construction Management staff shall be as stated in **Table A1003.06(b)** below, according to the CIDB contractor grading designation determined for the contract.

**Table A1003.06(b): Qualifications and Experience Requirements for Construction Management Staff**

Key Person	Contracts up to 6CE		Contracts 7CE or Higher	
	Minimum Technical Qualification or Registration	Minimum Relevant Experience (years) <sup>1</sup>	Minimum Technical Qualification or Registration	Minimum Relevant Experience (years) <sup>1</sup>
Professional Registered Person	None specified	None specified	PrEng or Pr Tech with ECSA <sup>2</sup> or PrCM with SACPCMP <sup>3</sup>	None specified
Contract Manager	SACPCMP as PrCM or ECSA as	5	SACPCMP as PrCM or ECSA	5

	Pr. Tech Eng. or Pr. Techni		as Pr. Eng. or Pr. Tech Eng.	
Construction Manager	SACPCMP as PrCM or ECSA as Pr. Eng. or Pr. Tech Eng. or Pr. Techni	5	SACPCMP as PrCM or ECSA as Pr. Eng. or Pr. Tech Eng. or Pr. Techni	8
			SACPCMP as PrCM or ECSA as Pr. Eng. or Pr. Tech Eng.	5
Construction Health and Safety Officer	CHSO with SACPCMP	As required by SACPCMP	CHSO with SACPCMP	As required by SACPCMP
Construction Mentor	None specified	8	None specified	8
	National Diploma Civil Engineering	3	National Diploma Civil Engineering	5
	NQF 5 in Civil Engineering	3	NQF 5 in Civil Engineering	5
Construction Supervisor	None specified	5	None specified	5
	National Diploma Civil Engineering	2	National Diploma Civil Engineering	3
	NQF 4 in Civil Engineering	2	NQF 4 in Civil Engineering	3
Clerk of Works	National Diploma Civil Engineering	2	National Diploma Civil Engineering	3

<sup>1</sup> Relevant experience is the actual number of years, measured from the date of acquiring the base qualification, working in the civil engineering or road construction field.

<sup>2</sup> Registered with the Engineering Council of South Africa (ECSA) or any other international body recognised by the Employer. Foreigners with permanent South African residence longer than 5 (five) years shall be ECSA registered.

<sup>3</sup> South African Council for Project and Construction Management Professions.

For any proposed change in Key Personnel during the contract, the Contractor shall submit to the Engineer for consent the name and details of the Key Person the Contractor proposes to appoint. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Key Personnel or appoint a replacement.

Provision for the Contractor's Construction Management Staff has been made in Pricing Schedule A, under pay item A1000.01(b).

Provision for the establishment of the Contractor's Construction Management Staff during the training phases of the project has been made in Pricing Schedule A, under pay item A1000.02(c).

Provision for the Contractor's Construction Management Staff during the construction of the Works phase has been made in Pricing Schedule A, Section A1000..

#### **A1003.07 Meetings with the Engineer and the Employer**

The Contractor shall conduct monthly project progress meetings with the Employer and the Engineer. These meetings shall take place on site, at the Contractor's Training Facility and later at his Camp Site. The progress of all aspects of the project shall be

discussed, as well as any contractual and technical issues that may have arisen since the previous project progress meeting.

Any matter that may impact on the project's budget and/or may lead to a Contractor's Claim shall be dealt with immediately and ad hoc meetings shall be arranged to resolve such matters.

#### **A1003.08 Contractor's Training Facility and Camp Site**

When selecting and/or establishing his Training Facility and Camp Site, the Contractor shall consider the advantages that will remain with the Community for permanent structures to be left standing.

The Contractor's Training Facilities and Camp Site may be the same building(s) and/or on the same site, or it may be separate buildings and/or on different sites, which-ever is most suitable to project circumstances.

##### **a) Training Facility**

The Contractor shall be responsible for providing everything necessary to offer the various theoretical and practical training, including:

- i) a suitable venue with sufficient furniture, lighting and power for lectures,
- ii) suitable ablution facilities with separate cubicles for both genders; and
- iii) all necessary stationery, consumables and learning aids and material.

Provision for the Contractor's Training Facility has been made in Pricing Schedule A, under pay item A1000.02(a).

##### **b) Camp Site**

For both the practical training and construction of the Works phases of the project, the Contractor shall provide a suitable Camp Site to accommodate the Engineer and his staff, the Contractor's staff and the Contractor's subcontractors and labourers.

Provision for the Contractor's Camp Site and the Engineer's Site has been made in Pricing Schedule B, Section 1300 – Contractor's Establishment on Site and General Obligations, and Section 1400 – Housing, Offices and Laboratories for the Engineer's Site Personnel, respectively.

##### **c) Electricity Supply and other Utility Services**

The Contractor shall make his own arrangements for the supply of electricity and all other utility services. No direct payment will be made for the provision of these services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

#### **A1003.09 Allowance for Other Contractors and Contracts**

In addition to the requirements of Clause 4.6 of the FIDIC Conditions of Contract for Construction, 1999, the Contractor must take note of the presence of other Contractors on the site and make allowances for them on the site. This may involve adapting the Contractor's Programme to accommodate the work of other Contractors and ensuring access to their sites.

Although details of such contracts may not be known at the time of tender of this contract, it may include, *inter alia*, periodic maintenance, special maintenance, rehabilitation and upgrade contracts.

Contracts that are in construction or scheduled to be implemented during the Time for Completion of this contract are listed in **Table A1003.09(a)** below:

**Table A1003.09(a): Programme of Contracts**

Section	Works Description	Period	
		From	To
Section 1	Upgrading of National Road R37		

The contact details of the relevant service providers for contracts unknown at the time of tender, shall be provided to the Contractor at award or as soon as it becomes available.

#### **A1003.10 Targeted Procurement**

The Employer is committed to the implementation of Government's policies and in turn expects the same from its Contractors. Thus, in addition to the Trainee Targeted Enterprises benefitting from this Community Development Project, to comply with the Employer's objectives of its preferential procurement policy, the Contractor shall utilise the Employer's targeted procurement procedure, which is the process used to create a demand for the services and supplies of, or to secure the participation of, Targeted Enterprises in contracts.

Accordingly, it is a requirement of this project that the Contractor is familiar with the specifications that relate to the transformation of the construction industry through the following:

- a) adherence to the policies and initiatives of the Government;
- b) employment of Targeted Enterprises as per the Contract Participation Goals stated in the Contract Data;
- c) provision of mentoring, guidance and assistance to subcontracted Targeted Enterprises;
- d) arrangement of engineering skills, entrepreneurial skills and generic skills training programmes for subcontracted Targeted Enterprises; and
- e) liaison with government institutions and community-based structures.

Part C3, Section D, describes the Employer's requirements for the subcontracting of Targeted Enterprises in detail and provision is made in Pricing Schedule C for the subcontracting of Targeted Enterprises other than the Trainee Targeted Enterprises.

#### **A1003.11 Changes to Scope of Work**

It is a condition of this contract that the Employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

#### **A1003.12 Legal Requirements**

The following Acts and associated Regulations and Codes, as amended from time to time, are predominant amongst those which apply to the construction industry, and shall apply to the contract. They are listed here for reference purposes only:

- a) Constitution of the Republic of South Africa (Act No. 108 of 1996);
- b) Public Finance Management Act (Act No. 1 of 1999);
- c) Preferential Procurement Policy Framework Act (Act No. 5 of 2000);
- d) Broad-Based Black Economic Empowerment Act (Act No. 53 of 2003);
- e) Construction Industry Development Board Act (Act No. 38 of 2000) and its Regulations;
- f) Occupational Health and Safety Act (Act No. 85 of 1993) and its Regulations;
- g) Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993);
- h) Rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry in terms of the Labour Relations Act (Act No. 66 of 1995);
- i) National Water Act (Act No. 36 of 1998);
- j) National Veld and Forest Fire Act (Act No. 101 of 1998);
- k) National Environmental Management: Biodiversity Act (Act No. 10 of 2004);
- l) National Environmental Management: Waste Act (Act No. 59 of 2008);
- m) National Environmental Management: Integrated Coastal Management Act (Act No. 24 of 2008);
- n) National Environmental Management Act (Act No. 107 of 1998);
- o) Conservation Of Agricultural Resources Act (Act No. 43 of 1983); and
- p) National Environmental Management: Air Quality Act (Act No 39 of 2004).
- q) Skills Development Act (Act No 97 of 1998).

In addition to the above, in terms of National Treasury Instruction No. 3 of 2014/2015 with reference to the Public Finance Management Act (Act No 1 of 1999), and its 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.

#### **A1003.13 Environmental Management**

The Contractor shall be responsible for construction according to an Environmental Management Plan in terms of Part C3, Section C of the Scope of Work.

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 Part C3, Section C of the Scope of Work. Where the Contractor fails to adhere to these requirements, the specifications in Part C3, Section C, provide the methodology of the remedy.

Provision for the Contractor's Environmental Management obligations has been made in Pricing Schedule B.

#### **A1003.14 Occupational Health and Safety**

In terms of the Construction Regulation 2014, 5(1)(b) of the Occupational Health and Safety Act (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. Part C3, Section E of the Scope of Work contains the specification that regulates the Contractor's construction methods to ensure health and safety of his employees, subcontractors and the public.

Provision for the Contractor's Occupational Health and Safety obligations has been made in Pricing Schedule B.

#### **A1003.15 Contractor Performance and Project Reporting**

**a) Contractor Performance Reports**

The Engineer is responsible for the completion of the contractor performance reports on behalf of the Employer. These reports will be completed monthly and on issuing the Taking-Over Certificate.

The standard for contractor performance reports provides for a uniform and consistent method of assessment of the performance of the Contractor with respect to the following project parameters regarding the Contractor meeting his contractual obligations and achievement of targets:

- i) time management;
- ii) cost management;
- iii) quality management;
- iv) health and safety management;
- v) management of site conditions; and
- vi) management of subcontractors (including payment).

Each performance report will be discussed with the Contractor, who will be given an opportunity to comment on the assessment. The Engineer must respond to any issues raised by the Contractor in writing, and the Contractor's comments and the written response by the Engineer must form part of the contractor performance report. The contractor performance report will be signed off by the Employer.

The monthly contractor performance reports and other inputs from the Engineer will be used to monitor and evaluate the Contractor's performance throughout the contract.

**b) Integrated Transportation Information System**

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

**A1003.16 Local Production and Content**

The Department of Trade and Industry in consultation with National Treasury has designated the construction sector and determined the stipulated minimum threshold for steel products and component for construction for the state procurement for local production and content. Part C3, Section B, G1000 of the Scope of Work contains the specifications for local production and content.

**A1004 TRAINING AND SKILLS DEVELOPMENT PROGRAMME**

The Contractor shall, in collaboration with the Employer, the Engineer and the Project Liaison Committee (PLC), develop the Training and Skills Development Programme and submit it at the first Progress Meeting for the Engineer's approval.

Developing and executing the Training and Skills Development Programme shall consist of the following phases:

- a) Conduct Resources and Skills Audits and a Market Analysis.
- b) Identify Project Area and Designated Groups who shall benefit from the Programme.
- c) Finalise and approve the Training and Skills Development Programme.
- d) Select Trainees and Trainee Targeted Enterprises to participate in the Programme.
- e) Conduct theoretical (classroom) training.
- f) Conduct practical (workplace) Training.

- g) Construction Simulation phase.
- h) Construction of the Works phase.

#### **A1004.01 Resources and Skills Audits, and Market Analysis**

Prior to developing the Training and Skills Development Programme, the Contractor shall conduct Resources and Skills Audits of the identified Community and the Targeted Enterprises residing within the Project Area.

The Resources and Skills Audits shall be followed by a Market Analysis of the construction industry within the geographical area where the Targeted Enterprises could potentially operate.

##### **a) Resources Audit**

To determine the Targeted Enterprise subcontractor capacity in the Project Area, the Contractor shall conduct a Resources Audit within the greater project area. The Contractor shall consult, as a minimum, the National Treasury's CSD (to be obtained from the Employer) and the CIDB contractor database. Other databases, e.g. the Local Municipality's Economic Development department's database, may also be considered.

This Resources Audit shall inform the Contractor what CIDB contractor grading Targeted Enterprises are available within the greater project area, which in turn will guide the Contractor, in consultation with the PLC, to establish the boundaries of the Project Area and to identify the criteria for the different beneficiary groups of the project, i.e. Trainee Targeted Enterprises, other Targeted Enterprises and Community groups and/or members.

In addition, the Contractor shall conduct a Resource Audit of Targeted Enterprise Suppliers and Service Providers available within the Project Area. Knowledge of the availability of plant, equipment, material and service providers will enable the Contractor to ensure that as much as possible of the total economic spend on the project remains within the community.

The Resources Audit shall be presented to the Employer, the Engineer and the PLC as an Interim Report and shall become a chapter of the Training and Skills Development Programme.

Provision for the Resources Audit Chapter has been made in Pricing Schedule A, under pay item A1000.03(a).

##### **b) Skills Audit**

Following the Resources Audit, the Contractor shall conduct a Skills Audit of these resources, as well as of the Community in general. The purpose of the audit is to determine the Targeted Enterprises' and the Community's levels of education, existing qualifications, Recognised Prior Learning and skills sets and competencies, which in turn will inform the details of the Training and Skills Development Programme.

The Skills Audit shall be presented to the Employer, the Engineer and the PLC as an Interim Report and shall become a chapter of the Training and Skills Development Programme.

Provision for the Skills Audit Chapter has been made in Pricing Schedule A, under pay item A1000.03(b).

##### **c) Market Analysis**

The Contractor shall conduct a Market Analysis of the construction industry within the geographical area where the identified resources typically would, or potentially could, operate.

The Market Analysis shall entail a quantitative and qualitative assessment of the market, establishing its size both in volume and in value. Amongst others, factors to consider includes:

- i) the various client and/or customer segments;
- ii) client and/or customer assignment and/or buying patterns;
- iii) supplier power and services availability;
- iv) identification of competitors;
- v) analysis of the economic environment;
- vi) economic feasibility or profitability; and
- vii) regulations and barriers to entry.

The Market Analysis will assist the Contractor to identify the Targeted Enterprises that will benefit most from the Training and Skills Development Programme from a market feasibility point of view and it will inform the content of the Training and Skills Development Programme.

The Market Analysis shall be presented to the Employer, the Engineer and the PLC as an Interim Report and shall become a chapter of the Training and Skills Development Programme.

Provision for the Market Analysis has been made in Pricing Schedule A, under pay item A1000.03(c).

#### **A1004.02 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.

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 Traineeship programmes and the Contractor shall structure a Training and Skills Development Programme in a manner that permits continued access to further learning and qualifications within a defined programme.

The complete Training and Skills Development Programme shall be approved by the Employer and the Engineer and agreed by the PLC before any training commence.

Provision for the Training and Skills Development Programme has been made in Pricing Schedule A, under pay item A1000.03(d).

#### **A1004.03 General Requirements of the Training and Skills Development Programme**

##### **a) Training Variety**

The Training and Skills Development Programme shall make provision for a variety of training options to ensure that all beneficiary types, as listed below, are provided with training and skills development opportunities. The Programme shall, amongst others, make provision for:

- i) Trainee Targeted Enterprises (CIDB grades 1 to 4);
- ii) Targeted Enterprise Suppliers, Service Providers and Subcontractors;



- iii) Targeted Labour;
- iv) Interns (Students) completing their national diplomas;
- v) Graduates (Candidates) towards registration in a professional category; and
- vi) Community members and/or groups.

All theoretical training provided, and its practical components, shall be SAQA accredited and shall be a combination of:

- b. technical,
- c. entrepreneurial and
- d. generic training

as informed by the resources and skills audits and market analysis.

#### **b) Training for Trainee Targeted Enterprises**

One of the primary objectives of Community Development Projects is to offer a full Traineeship experience to Trainee Targeted Enterprises, which requires a minimum period of 18 to 24 months of theoretical and practical training combined.

The Training and Skills Development Programme shall thus consist of Traineeships that include multiple, but related Unit Standards which:

- i) are relevant to the Works to be constructed,
- ii) are aimed at achieving the skills development objectives of the Employer, and
- iii) leads towards a formal qualification in the Construction Industry.

Traineeships shall include both the theoretical and practical components of each Unit Standard taught and shall be in accordance with the various laws and regulations contained in the SAQA statutes.

In smaller Community Development Projects with a shorter duration, it is recognised that the Training and Skills Development Programme may consist of several Unit Standards but totalling insufficient credits for a full Traineeship qualification. Nevertheless, the Training Provider shall ensure that the competencies and credits achieved in the Programme, contribute to a full Traineeship by a later acquisition of the outstanding Unit Standards required for the full Traineeship.

The details of the training to be provided to Trainee Targeted Enterprises are further described in the relevant paragraphs of Part C, Section A of the Scope of Work.

Provision for the training to be provided to Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.04(a)(i) to (iv).

#### **c) Training for Targeted Enterprise Suppliers, Service Providers and Subcontractors**

Targeted Enterprise Suppliers, Service Providers and Sub-contractors that has been appointed in terms of the Contract Participation Goal (CPG) as a percentage of the value of Pricing Schedules A (Training and Construction Management) and C (Stakeholder and Community Liaison) shall also be provided with training based on the Resources and Skills Audit and Market Analysis.

Although the CIDB Standard for Developing Skills through infrastructure Contracts, Government Gazette No. 36760 of August 2013, is not applicable to this Contract type, the Employer requires the Contractor to follow the principles of these Standards for the training of Targeted Enterprise Suppliers, Service Providers and Subcontractors.

The training to be provided shall thus be one, or a combination of, the following learning methods:

- i) Work related theoretical and practical training from selected Unit Standards;
- ii) Structured workplace learning towards the attainment of a part or a full occupational qualification;
- iii) Structured workplace learning for apprentices or other artisan Trainees towards the attainment of a trade qualification leading to a listed trade (Government Gazette No. 35625 of 31 August 2012) subject to at least 60 percent (%) of the artisan Trainees being holders of public FET college qualifications.

The type of training to be provided may include relevant construction methods and technical skills, but to provide for Suppliers and Service Providers, it may also include training and skills development which are supportive to the Construction Industry, such as:

- a. Safety and Security training for Site Safety Service Provider;
- b. Road and Traffic Safety training for Site Traffic Service Provider.
- c. Pre-cast Concrete training for pre-cast material Supplier, and many more.

The following conditions shall apply in terms of training limitations and eligibility for Targeted Enterprise Suppliers, Service Providers and Subcontractors:

- i. No single method shall contribute to more than 75 percent (%) of the Provisional Sum provided for the training of Targeted Enterprises Suppliers, Service Providers and Subcontractors.
- ii. Permanently employed Trainees may not account for more than 33 percent (%) of the Provisional Sum provided for the training of Targeted Enterprises Suppliers, Service Providers and Subcontractors.
- iii. Not more than one method may be applied to any individual Trainee concurrently.
- iv. The Contractor may source Trainees from a Skills Development Agency recognised by the CIDB.
- v. All Trainees shall be registered with a construction Skills Development Agency recognised by the CIDB.

Provision for the training to be provided to Targeted Enterprise Suppliers, Service Providers and Subcontractors, other than Trainee Targeted Enterprises, has been made in Pricing Schedule A, under pay item A1000.04(b).

**d) Training for Targeted Labour**

It is anticipated that the Trainee Targeted Enterprises, Targeted Enterprise Suppliers, Service Providers and Subcontractors, as well as the Contractor, will have Targeted Labourers in their employ. These Labourers shall also be provided with training based on the Resources and Skills Audit and Market Analysis.

Similar to that of Targeted Enterprises, the training to be provided shall be one, or a combination of, the following learning methods:

- i) Work related theoretical and practical training from selected Unit Standards;
- ii) Structured workplace learning towards the attainment of a part or a full occupational qualification;
- iii) Structured workplace learning for apprentices or other artisan Trainees towards the attainment of a trade qualification leading to a listed trade (Government Gazette No. 35625 of 31 August 2012) subject to at least 60 percent (%) of the artisan Trainees being holders of public FET college qualifications.

The selected Unit Standard training to be provided to Targeted Labour shall equip them with the technical skills that is relevant to the tasks assigned to them. These Unit Standards are typically road construction methods on NQF level 2.

Targeted Labour shall also receive generic skills training as identified during the Contractor's Resources and Skills Audits and may, amongst others, include:

- a. First aid training;
- b. Road safety training;
- c. Environmental management training; etc.

The same conditions (limitations and eligibility) shall apply to Targeted Labour training as listed for Targeted Enterprises in paragraph A1004.03(b) above.

Provision for the training to be provided to Targeted Labour has been made in Pricing Schedule A, under pay item A1000.04(c).

**e) Interns (Students) Completing their National Diplomas**

The Employer requires of the Training and Skills Development Programme to include for the holistic development of skills in the Construction Industry.

Thus, in addition to Targeted Enterprises and Targeted Labour, the Contractor shall provide work integrated learning opportunities for University of Technology or Comprehensive University students towards completing their National Diplomas.

This learning opportunity shall apply to P1 and P2 Trainees, or Trainees with a 240 credits qualification. Both permanently employed and temporary employed Trainees shall be considered for this learning opportunity.

Provision for the integrated learning opportunities to be provided to Interns completing their National Diplomas has been made in Pricing Schedule A, under pay item A1000.04(d).

**f) Graduates (Candidates) towards Registration in a Professional Category**

In alliance with the Employer's requirement for the holistic development of skills in the Construction Industry, the Contractor shall also provide structured workplace learning opportunities for Graduates towards registration in a professional category by a statutory council as listed in Table 1 of the CIDB Standard for Developing Skills through Infrastructure Contracts.

This learning opportunity shall apply to Graduates with a 480 credits qualification. Both permanently employed and temporary employed Trainees shall be considered for this learning opportunity.

Provision for the structured workplace learning opportunities to be provided to Graduates towards registration in a professional category has been made in Pricing Schedule A, under pay item A1000.04(e).

**g) Community Members and/or Groups**

Based on the Resources and Skills Audits and the Market Analysis, and in consultation with the PLC, the Contractor shall provide structured, SAQA accredited, training to Community Members and/or Groups within the Project Area.

Although training and skills development in support of the Construction Industry is encourage, it is not compulsory that the training and skills development opportunities provided to Community Members and/or Groups are construction related.

The aim is to provide training and develop the skills of the Community to enhance the employability of Community members and to enhance the sustainability of the Community as a whole. Examples of training possibilities are given below:

- i) Local emerging businesses can be identified for entrepreneurial training, e.g. the local stationary supplier or catering cooperative.
- ii) Local emerging businesses can be identified for technical training, e.g. the local mechanical services provider or sewing cooperative.
- iii) Groups within the Community can be identified for general training, e.g. computer skills for unemployed matriculants, HIV/Aids prevention training for local social workers, road safety training for school groups, and many more.

Provision for structured, SAQA accredited training to be provided to Community Members and/or Groups has been made in Pricing Schedule A, under pay item A1000.04(f).

#### **h) Selection of Unit Standards**

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

- i) Minimum number of credits for a 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) Recognised Prior Learning processes; and
- vii) Exit level outcomes.

The above criteria are not exhaustive, and the Training Provider shall apply the processes and procedures required by the relevant SAQA and other related legislation pertinent to training. The Training Provider shall regularly consult the SAQA website ([www.saq.org.za](http://www.saq.org.za)) to ensure that the most current Unit Standards are presented. If a conflict arises, the legislated requirements shall apply.

While structuring the Traineeship offerings, the Training Provider shall distinguish between the levels of learning required. The bulk of the training shall focus on NQF Levels 3 and 4. NQF Levels 2 and 5 training is not anticipated but may be suitable in some instances. Typical qualification titles for the respective NQF Levels that may be considered for inclusion into the Training and Skills Development Programme are listed in **Table A1004.03(a)** below:

**Table 1004.03(a): Typical Qualification Titles\***

<b>NQF Level</b>	<b>Qualification</b>	<b>Name</b>	<b>Approximate Credits</b>
2	National Certificate	Road Construction	120
2	National Certificate	Construction: Roadworks	120
2	National Certificate	Construction Contracting	120
3	National Certificate	Building and Civil construction	150

4	National Certificate	Supervision of Construction Processes	180
5	National Diploma	Management of Civil Engineering Construction Processes	210

\* The Training Provider shall regularly consult the SAQA website ([www.saqa.org.za](http://www.saqa.org.za)) to ensure that the most current Qualifications and Unit Standards are presented with the adequate number of minimum credits to obtain the Qualification.

It shall 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 Employer and the Engineer and shall not be implemented without prior approval.

#### i) Learning Material

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

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

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

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

### A1005 METHOD STATEMENTS FOR TRAINING STAGES

The Contractor shall, before commencing with the Training and Skills Development Programme, demonstrate to the Employer and the Engineer how he intends to execute each of the respective training offerings.

#### A1005.01 Contents and Submission of Method Statements

The Contractor shall provide the Engineer with a method statement, describing the detail of, amongst others, the following components of the training:

- d) A time schedule of the different training offerings;
- e) A time schedule of the phases of the different training offerings;
- f) Details of the training logistics, e.g. venue, transport, etc.
- g) Identification and selection of Trainees;
- h) Registration of Trainees;
- i) Induction of Trainees;
- j) Details of the theoretical training execution;
- k) Details of the practical training execution;
- l) Trainee workbooks and logbooks;

- m) Assessment and moderating stages and arrangements, etc.

It is anticipated that the time schedule and training methodologies of individual training offerings may vary depending on the progress made by Trainees and the identification of subsequent training needs based on continuous Trainee assessments. It is thus not expected of the Contractor to submit a complete set of method statements prior to commencement of the Training and Skills Development Programme, but method statements for individual training stages shall be submitted for the Engineer's approval at least 10 (ten) calendar days prior to its commencement.

The Employer's minimum requirements for the most critical components to be outlined in the Method Statements are elaborated on in the sections below.

#### **A1005.02 Selection of Trainees**

To complete a Traineeship successfully requires minimum literacy and numeracy competencies as defined by SAQA. Once the Designated Groups to participate in the project has been identified by the Stakeholder and Community engagement processes described in Part C3, Section D of the Scope of the Work, the Contractor's Training Provider shall utilise the Skills Audit and conduct additional skills analysis to benchmark the literacy and numeracy levels of the potential Trainees. The Training Provider shall thus make provision for baseline assessments such as conducting Recognised Prior Learning enquiries and tests.

This information shall guide the Training Provider in finalising the Trainee selection methodology(ies) and process(ess), which shall be approved by the Employer and the Engineer and agreed by the PLC.

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.

Since the selection of Trainees forms part of the Stakeholder and Community engagement processes, described in Part C, Section D of the Scope of the Work, provision for payment has been made in Pricing Schedule C, pay item D10.02.

##### **Note:**

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.

#### **A1005.03 Registration of Trainees**

The first day of any level of training, be it a full Traineeship or a single Unit Standard, shall be allocated to registering, inducting and providing information to Trainees. The registration process shall, amongst others, include the following:

- a) Capture Trainees' personal details for populating the national database on Traineeship training.
- b) Capture Trainees' banking details for the electronic transfer of stipends and later payments for work undertaken.
  - i) All payments to Trainees shall be by electronic transfers or direct deposits into Trainees' bank accounts.
  - ii) The Contractor shall assist Trainees that do not have bank accounts, to open bank accounts.
- c) Formalise the parties' commitment to the Training Programme by signing an agreement between the Contractor and the Trainee.

Provision for the Registration of Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.05(a).

The Registration of beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

#### **A1005.04 Induction of Trainees**

Induction means explaining to Trainees the purpose of the Training Programme, what is expected of them during the theoretical (classroom) training, as well as during the practical (work place) training. It includes agreeing codes of ethics, behaviour etc. The following items for inclusion in the induction are pointers and not the only aspects to be imparted:

- a) Stipend payments (amount per day, per full training day attended in classroom, and only if found competent).
- b) Working and training days and hours as a contractor would be working or not working.
- c) Number and duration of comfort and lunch breaks (lunch will be provided during classroom training only).
- d) Types of absenteeism and treatment thereof as a contractor would treat such absenteeism.
- e) Disciplinary code and grievance procedure (explained and a copy handed to each Trainee with a signed copy retained by Training Provider).
- f) Trainees found not competent after the first training offering shall be allowed one repeat training offering. Thereafter, Trainees that are still found not competent shall be disqualified from the Training Program.
- g) The Contractor's insurances that are in place during the theoretical and practical training phases.
- h) UIF is not applicable to any stage or phase of the Training Programme.
- i) A detailed explanation of SAQA and CETA functions and responsibilities, as well as training processes and procedures.
- j) Roles and responsibilities of Trainees and the Contractor and his Training Provider, Practitioners, Assessors and Moderators.
- k) An explanation of Unit Standards and its division into fundamental, core and elective units.
- l) An explanation and breakdown of Unit Standard credits and how it builds toward an accredited qualification.
- m) The approximate ratio between theoretical and practical training and how it overlaps.
- n) An explanation of the Unit Standard exit outcomes.

Provision for the induction of Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.05(b).

The induction of beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

#### **A1006 THEORETICAL TRAINING**

##### **A1006.01 Number of Trainees per Contact Session**

Experience has shown that the optimal number of Trainees per contact session is 12 (twelve) Trainees per Practitioner or Assessor.

Smaller Trainee numbers tend to be not feasible to the Contractor from an economical point of view, whereas larger groups of up to a maximum of 20 (twenty) Trainees can be accommodated if during the second learning session of the day, i.e. the afternoon learning application session, the Practitioner is assisted by an Assessor. For groups of more than

20 (twenty) Trainees per Unit Standard, the group shall be divided and taught in two separate groups.

For this project, a minimum number of 38 Trainee Targeted Enterprises between CIDB grades 1 to 4 shall benefit from the project and at least 2 (two) persons shall be trained from each Trainee Targeted Enterprise. The minimum number of Trainees to be trained in the respective categories are listed in Table A1006.01(a) below:

**Table A1006.01(a): Minimum Number of Trainees to be Trained**

<b>Trainee Category</b>	<b>Level of Training</b>	<b>No of Persons</b>
Full Traineeships for Trainee Targeted Enterprises.	NQF level 3.	19 (one person per Trainee Targeted Enterprise).
Full Traineeships for Trainee Targeted Enterprises	NQF level 4.	19 (one person per Trainee Targeted Enterprise).

A minimum number of Trainee Targeted Enterprises to be provided with NQF level 2 training is not stipulated, but provision has been made to provide NQF level 2 training on an ad hoc basis in Pricing Schedule A, under pay item A1000.04(a)(i).

Provision to provide full Traineeships to Trainee Targeted Enterprises on NQF level 3 has been made in Pricing Schedule A, under pay item A1000.04(a)(ii).

Provision to provide full Traineeships to Trainee Targeted Enterprises on NQF level 4 has been made in Pricing Schedule A, under pay item A1000.04(a)(iii).

A minimum number of Trainee Targeted Enterprises to be provided with NQF level 5 training is not stipulated, but provision has been made to provide NQF level 5 training on an ad hoc basis in Pricing Schedule A, under pay item A1000.04(a)(iv).

Theoretical, NQF levels 2 to 5 training to be provided to beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

## **A1006.02 Trainees' Learning Aids, Training Material and Workplace Documentation**

### **a) Stationary and Learning Aids**

Trainees shall be issued with a stationary or learning aids pack, which shall be replenished as required during both the theoretical and practical training components, to participate actively in the training experience. For up to NQF 3 training, a basic pocket calculator shall be included in the stationary pack, while NQF 4 Trainees shall receive a basic scientific calculator.

In addition to the stationary pack, Trainees shall also be provided with other learning and workplace aids as required by the Unit Standard. Examples of such learning and workplace aids are scale rulers, GPS devices, computing equipment, etc.

Provision for the Stationary and Learning Aids of the Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.05(c).

Stationary and Learning Aids to be provided to beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f).



**b) Learning Material, Workbooks and Logbooks**

Before the training of a Unit Standard commence, the following learning material needs to be available and/or issued to Trainees:

- i) Unit Standard learning material;
- ii) Unit Standard Trainees' Workbook;
- iii) Unit Standard Trainees' Logbook;
- iv) Unit Standard Practitioner's visual training aids and/or demonstration tools; and
- v) Unit Standard Assessor's guide.

The requirements for and/or utilisation of the listed learning material are discussed in detail in the relevant sections of the Scope of Work.

Provision for the Learning Material, Workbooks and Logbooks of the Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.05(d).

Learning Material, Workbooks and Logbooks to be provided to beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

**c) Contract and Specification Documents**

During theoretical (classroom) training and practical (workplace) training, Trainees will be referred to contract documentation and quality specifications. Trainees enrolled in the NQF 4, full Traineeships shall be issued with one set of this documentation, which as a minimum, shall include the following:

- i) FIDIC Short Form of Contract (green book);
- ii) COTO Standard Specifications for Road and Bridge Works for State Road Authorities;
- iii) CIDB best practice documents as appropriate to this project; and
- iv) Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) (Second Edition – July 2005).

Provision for Contract and Specification Documents for Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.05(e).

Contract and Specification Documents to be provided to beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

**A1006.03 Theoretical Training Programme**

Theoretical (classroom) training shall be conducted according to the programme explained to Trainees during the induction. This programme shall be displayed on a notice board in the training room and shall be tracked weekly and updated if necessary.

The training programme shall be in a bar chart format (MS Projects or similar) taking cognisance of the construction industry's typical non-working days. The basis of the programme shall be to conduct training in the classroom at an average of 3 (three) credits per workday.

**A1006.04 Scheduling of Training Sessions**

Each Unit Standard training has a theory content (lecturing) and a learning application element (examples and exercises). Experience has shown that Trainees perform best if

the theory content is lectured during the morning contact session, while the practical element is conducted during the afternoon contact session.

During the afternoon practical sessions, the Trainee will display his competence in the Trainee's Workbook by recording actions, methods, calculations, etc. for compiling his Portfolio of Evidence.

The Contractor is advised to complete the training of a Unit Standard uninterrupted. Training is proved to be less effective if a part of the training is done and then interrupted to only continue a week or weeks later.

#### **A1006.05 Trainees' Portfolio of Evidence and Workbooks**

Each Trainee must compile a Portfolio of Evidence. The Portfolio of Evidence serves as proof of the Trainees' competence and will be assessed and moderated by an Assessor and/or Moderator. The Contractor shall keep record of the Portfolio of Evidence for a period of at least 5 (five) years after the training has been completed or partially completed.

The Trainees' Workbook is a tool to record that the work has been done and that the Trainee is competent in doing the work. The Workbook forms an integral part of the Trainees' Portfolio of Evidence. For each Unit Standard, Trainees will keep a Workbook for the theoretical (classroom) component and the practical (workplace) component.

Over and above the Trainees' Workbook, any other documentary proof relevant to the Unit Standard and assisting in illustrating the competence of the Trainee, must be filed in the Portfolio of Evidence.

#### **A1006.06 Assessing Trainees' Progress**

The Assessor, whether permanently on the training project or not, shall assess Trainees' competence in a Unit Standard within 3 (three) working days after completion of the Unit Standard's training. The Assessor shall advise the Training Provider and the affected Trainees of the need for repeat training as soon as possible and the Training Provider shall schedule repeat training as soon as possible.

The Assessor shall maintain his portfolio of assessment of Trainees and keep it updated and available for Moderating.

No additional pay item has been provided for repeat training and it must be included in the Contractor's tenderer training rates.

#### **A1007 PRACTICAL TRAINING**

Once a Trainee has been found competent for the theoretical component, he must be declared competent for the practical component before he can be declared competent for the Unit Standard.

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

All the Contractors' construction expenses and profit during the Practical Training and Training Test Section phases have been quantified and provided for in Pricing Schedule A. This includes Preliminary and General costs, site camp, plant, material, labour, PPE and any other costs that would be incurred by a Contractor and his sub-contractors to construct the Works.

Other than the Contractor's construction expenses and profit, quantified and provided for in Pricing Schedule B, provision has been made in Pricing Schedule A, under pay item

A1000.06 for the Contractor to execute all his responsibilities towards Trainee Targeted Enterprises during the Practical Training phase as described in this Part C, Section A1007 of the Scope of the Work.

Amongst others, these responsibilities include ensuring that Trainees keep a Logbook and update their Portfolio of Evidence continuously, training Trainees in the use of construction tools and practical construction techniques, ensure adequate plant, material and labour for the practical training experience and conduct assessments of the Trainees' learning progress. Provision shall be made for repeat training when necessary.

No additional provision has been made for the Contractor's responsibilities towards other Targeted Enterprises and Labour during the Practical Training phase and it must be included in the Contractor's rates tendered in Pricing Schedule B.

#### **A1007.01 Workplace Experience Requirements**

Trainees shall spend at least 10 (ten) times the Unit Standard credit value in notional hours in a workplace environment, e.g. if a Unit Standard consists of 3 (three) credits, the Trainee shall spend 3 x 10 (30) notional hours in a workplace environment to qualify for an assessment of his competence in the Unit Standard.

#### **A1007.02 Keeping a Logbook and Assessment**

Trainees shall be issued with a Logbook and the necessary stationary to capture his workplace experience during the practical training. Trainees shall keep a diary of their workplace experience and file any proof of their experience in their Portfolio of Evidence.

During or on completion of the practical training, the Portfolio of Evidence shall be assessed by and assessor to rate the Trainee's competency acquired in the workplace environment.

Provision for the Logbooks of the Trainee Targeted Enterprises has already been made in Pricing Schedule A, under pay item A1000.05(d).

Provision for the Logbooks to be provided to beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

#### **A1007.03 Training Test Sections**

Trainees shall be trained in practical construction techniques by constructing Training Test Sections for each construction activity. The Construction Manager shall ensure that Trainees are knowledgeable and adequately trained in the detail of constructing the Training Test Sections.

Training Test Sections must not be confused with Trial Sections as specified in COTO. The objective of the Training Test Section is to perfect and embed the method described in the relevant NQF Unit Standard to guarantee the product specification as per COTO.

The list below contains recommended good practice techniques that should be applied to every Training Test Section.

##### **a) Trainees' Responsibilities**

Trainees shall:

- i) execute the work during the Training Test Section phase.
- ii) rotate tasks to ensure that every Trainee gain experience in every activity.
- iii) study and interpret the requirements, specification, drawings and instructions prior to attempting the Training Test Section.

- iv) list pertinent points, i.e. tolerances and discuss their interpretation of the work with the Construction Manager.

#### **b) Construction Manager's Responsibilities**

The Construction Manager shall:

- i) issue Trainees with personal protective equipment (PPE) prior to them commencing their practical training.
- ii) timeously order or obtain plant, human resources and material for the Training Test Section.
- iii) set a date and the place for constructing the Training Test Section and invite all Trainees and relevant personnel to attend.
- iv) explain the lines of communication during the Training Test Section. Only the Construction Manager shall relay any instruction or proposal to amend the construction method during the Training Test Section.
- v) explain the purpose of the Training Test Section and the construction method to achieve the specified product in a cost-effective manner.
- vi) explain the method statement to Trainees, taking care to ensure that they fully understand what is being explained to them. If necessary, the Construction Manager shall repeat the process to be undertaken and arrange for translation into the Trainees' home language.
- vii) demonstrate to Trainees, the actual practical process and repeat it as often as is necessary until the desired result is achieved.

#### **A1007.04 Workplace Experience Outcomes**

Outcomes from the Training Test Sections shall provide Trainees with the following experiences:

- a) Familiarity with the use of all tools and small plant;
- b) Exposure to the daily servicing needed of small plant;
- c) Understanding that tasks are achievable and reasonable;
- d) Understanding the importance of materials handling and batching techniques;
- e) Knowledge of the end-product specifications and how it is checked and recorded;
- f) The impact that a change in the method has on output, including failure to achieve a task.
- g) Obtaining and understanding of the requirements needed to tender for construction activities to be used during the construction period.

#### **A1007.05 Integrated Summative Assessment and Moderation**

The last and final phase of assessment for total competence per Unit Standard and/or the full Traineeship is the integrated summative assessment and the moderation and verification by CETA.

Integrated summative assessment means the combination of results of the theoretical assessment from the classroom training plus the practical assessment from the workplace training.

This NQF training is an outcome-based qualification which means that Trainees can perform as required by the Unit Standard and are, to all intents and purposes, prospective contractors.

#### **A1008 CONTRACTOR'S RESPONSIBILITIES TOWARDS TRAINEES**

In addition to the specifications for training above, the Contractor shall also undertake the duties described under this section relating to Trainees' welfare during training.

#### **A1008.01 Trainee Welfare**

##### **a) Travel and Accommodation**

During the training phases of the project, Trainees shall be responsible for their travel and accommodation arrangements to and from the training facility and the camp site at their own cost.

During the practical training phase of the project, the Contractor shall, however, provide transportation to and from the training facility or the camp site to the place where the practical training shall take place.

The cost to transport Trainees during the practical training phase shall be included in the Contractor's rates for the relevant elements of the Works to be constructed during the practical training phase as if the Trainees are his own employees.

In choosing the training facility and camp site's location, the Contractor shall take cognisance of Trainees' travel and accommodation challenges.

##### **b) Sustenance**

Trainees shall receive the following sustenance during the theoretical training phase of the project:

- i) A choice of tea, coffee or fruit juice and a nutritious snack during the morning comfort break.
- ii) A choice of tea, coffee or fruit juice and a nutritious lunch pack during the lunch break.
- iii) A choice of tea, coffee or fruit juice only during the afternoon comfort break.
- iv) Potable or bottled water shall be at Trainees' disposal at all times.

All sustenance shall be procured from local Targeted Enterprise Suppliers and Service Providers.

Provision for the Sustenance of Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.07(a).

Provision for the Sustenance of beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

#### **A1008.02 Trainee Stipends**

The Contractor shall pay Trainees the legislated daily stipend in accordance with the Basic Conditions of Employment Act (Act No. 75 of 1997), as amended and as per its most recent learnership allowances table. Payment of stipends shall be applicable:

- a) during both the theoretical (classroom) and practical (workplace) training phases;
- b) only if the Trainee was present for the full duration of the training on the day; and
- c) only if the Trainee was found competent on completion of the Unit Standard.

Stipends shall be payable monthly and into the Trainees' bank accounts.

It shall be clearly explained to Trainees that when Training Test Sections are carried out, they will continue to be paid a stipend, because even though permanent work may be the result, it is the practical component of the Unit Standard and it is a training experience.

Just as for the theoretical training component, Trainees will only be paid the stipend if they can demonstrate that they are competent in the practical execution of the Unit Standard.

Provision for the Stipends of Trainee Targeted Enterprises has been made in Pricing Schedule A, under pay item A1000.06(b).

Provision for the Stipends of beneficiaries, other than the Trainee Targeted Enterprises shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay item A1000.04(b) to (f).

## **A1009 CONSTRUCTION SIMULATION**

All the Contractor's construction expenses and profit during the Construction Simulation phase have been quantified and provided for in Pricing Schedule B. This includes Preliminary and General costs, site camp, plant, material, labour, PPE and any other costs that would be incurred by a Contractor and his Subcontractors to construct the Works.

Other than the Contractor's construction expenses and profit, quantified and provided for in Pricing Schedule B, provision has been made in Pricing Schedule A, under pay item A1000.08 for the Contractor to execute all his responsibilities towards Trainee Targeted Enterprises as described in this Part C, Section A1009 of the Scope of the Work.

Amongst others, these responsibilities include mentoring, coaching and guidance of Trainees, providing each Trainee Targeted Enterprise with a Bill of Quantities for their respective work packages and assist Trainees to price the Bill of Quantities, assist the Trainee Targeted Enterprises to establish and train their construction teams, to schedule and execute the work, to procure material, plant and labour, and to measure the work and compile payment certificates.

No additional provision has been made for the Contractor's responsibilities towards other Targeted Enterprises and Labour during the Construction Simulation phase and it must be included in the Contractor's rates tendered in Pricing Schedule B.

### **A1009.01 Purpose and Outcomes of the Construction Simulation Phase**

The purpose of the Construction Simulation phase is for the Trainee Targeted Enterprises to conduct actual construction work in a controlled setting, which simulates a real contracting environment. The following outcomes are expected:

- a) Establish a degree of independence to perform as an emerging contractor.
- b) Develop the capabilities of tendering for and completing specified construction work.
- c) Develop confidence with weekly and monthly planning.
- d) Develop confidence with the setting of group and individual tasks.
- e) Develop confidence with usage of construction material.
- f) Develop confidence in the operation and maintenance of plant.
- g) Improve capability to measure the tasks and work completed.
- h) Improve capability to incorporate measured work into a payment certificate.
- i) Improve capability to calculate daily work costing and profitability.
- j) Develop an understanding of the discipline required for maximum productivity.
- k) Develop confidence in reporting of progress in typical construction formats.

Continuing mentorship, coaching and guidance during this project phase is critical to embed the prior learning received and to develop Trainee Targeted Enterprises beyond the learning experience.

### **A1009.02 Execution of the Construction Simulation Phase**

#### **a) Responsibilities of the Trainee Targeted Enterprises**

The Trainee Target Enterprise Owner or his Supervisor shall:

- i) price a bill of quantities for a section of construction work and/or tasks as if he is tendering competitively for the work;
- ii) establish a construction team based on his experience from the Training Test Sections on what is practical achievable and profitable.
- iii) train his construction team, consisting of Target Labour, to perform the construction tasks to the required standards.
- iv) Supervise his construction team and take responsibility for the quality and standard of the work that they produce.

**b) Responsibilities of the Construction Manager**

Prior to, and during the, commencement of the Construction Simulation, the Construction Manager shall:

- i) discuss the priced bills of quantities with the Trainee Targeted Enterprises in a classroom setting and agree on the rates to be paid for work done during this phase. All Trainee Targeted Enterprises shall be paid the same rates for the same pay items.
- ii) assist Trainee Targeted Enterprises to schedule work activities for the sections of work assigned to them and agree on the construction methods to apply.
- iii) plan with each Trainee Targeted Enterprise what plant, material and labour he would require for constructing the work in accordance to the agreed construction methods.
- iv) plan with each Trainee Targeted Enterprise how and from where to arrange and procure his plant, material and labour.

To ensure that Trainee Targeted Enterprises receive the maximum benefit skills development experience during the Construction Simulation phase, the Construction Manager shall provide extensive administration and financial management support. Every work day shall commence with a site meeting to discuss, amongst others, the following:

- a. Progress made the previous work day;
- b. Productivity outputs obtained during the previous work day.
- c. How productivity outputs impact on cost and profitability.
- d. Planning of resources and construction for the day ahead.
- e. The most feasible construction method for the work planned for the day.

**c) Payment for Work Completed**

During the Construction Simulation phase, the Trainee Targeted Enterprises are expected to operate as if they are proper contractors.

Stipends will no longer be paid and Trainee Targeted Enterprises shall be paid for the work according to tasks or quantities completed and as per the agreed rates.

With the assistance of the Construction Manager and Construction Mentors, Trainee Targeted Enterprises shall compile a Simulation Payment Certificate as if he sourced and paid plant, material and labour himself.

However, the Contractor shall procure plant, material and labour on behalf of the Trainee Targeted Enterprises and shall pay Suppliers, Service Providers and Labour directly. The Construction Manager shall pay the balance of the Simulation Payment Certificate into the bank accounts of the Trainee Targeted Enterprises on receipt of their invoices.

All the Contractors construction expenses and profit during the Construction of the Works phase have been quantified and provided for in Pricing Schedule B. This includes Preliminary and General costs, site camp, plant, material, labour, PPE and any other costs that would be incurred by a Contractor to construct the Works.

Other than the Contractor's construction expenses and profit, quantified and provided for in Pricing Schedule B, provision has been made in Pricing Schedule A, under pay item A1000.09 for the Contractor to execute all his responsibilities towards Trainee Targeted Enterprises as described in this Part C, Section A1010 of the Scope of the Work.

Amongst others, these responsibilities include Trainee Target Enterprises' competency review, Construction mentoring, coaching and guidance, assistance to Trainee Targeted Enterprises on any aspect of the planning and administration of the Works, ensuring that Trainee Targeted Enterprises comply with all relevant statutory requirements monthly and overall management of the construction of the Works.

No additional provision has been made for the Contractor's responsibilities towards other Targeted Enterprises and Labour during the Construction Simulation phase and it must be included in the Contractor's rates tendered in Pricing Schedule B.

#### **A1010.01 Subcontracting Work to Trainee Targeted Enterprises**

Once the Construction Simulation phase has been completed, Trainee Targeted Enterprises shall have the opportunity to tender for construction work packages and enter into formal subcontract agreements with the Construction Manager as detailed in Part C, Section D of the Scope of the Work.

The Trainee Targeted Enterprises shall, however, remain Trainees in the sense that they still must complete the notional hours required by the NQF level 3, 4 and 5 Unit Standards to be found competent in these Unit Standards. Thus, although the principles of subcontracting to Targeted Enterprises, as detailed in Part C, Section D of the Scope of Work, shall apply, every Trainee Targeted Enterprise shall be awarded at least 1 (one) subcontract package to ensure that they receive the practical exposure to complete a Full Traineeship.

##### **a) Trainee Target Enterprises' Competency Review**

During the Construction Simulation period, Trainee Targeted Enterprises demonstrated their competency to operate as contractors and taking responsibility for all aspects of planning, procuring and managing plant, material and labour.

In awarding subcontract packages to Trainee Targeted Enterprises, the Construction Manager shall review Trainees' ability to combine all learning experiences into that of a competent contractor. Following this review, the Construction Manager, in consultation with the Engineer, shall award construction packages to Trainee Targeted Enterprises to ensure that they receive the full benefit of the practical training experience.

##### **b) Form of Subcontract Agreement**

The subcontract shall be the FIDIC Short Form of Contract (green book) as prescribed in Part C, Section D of the Scope of Work.

The Works shall be constructed in accordance with the COTO Standard Specifications for Road and Bridge Works for State Road Authorities.

##### **c) Payment for Work Completed**

Trainee Targeted Enterprises shall be paid for tasks or quantities completed at the agreed rates and in terms of the subcontract agreement.



The Contractor shall no longer procure plant, material or labour on behalf of the Trainee Targeted Enterprises and shall not pay Suppliers, Service Providers or Labour directly and on behalf of the Trainee Targeted Enterprises.

Trainee Targeted Enterprises shall compile their Payment Certificates, which shall include for plant, material and labour and which shall, after checking and agreeing the quantities between the parties, be paid by the Contractor on receipt of the Trainee Targeted Enterprises' invoices.

If the Contractor did procure any plant, material or labour on behalf of a Trainee Targeted Enterprise, the cost of such procurement shall not be offset against the Payment Certificate. The Contractor shall pay the full value of the Payment Certificate and then issue the Trainee Targeted Enterprise with an invoice for the Contractor's cost incurred.

#### **A1010.02 Construction Mentoring**

During the construction of the Works the Contractor shall continue his training duties, but in a mentoring capacity. Amongst others, the Construction Manager shall continue with the following activities:

- a) Coach, guide and mentor Trainee Targeted Enterprises continuously;
- b) Supervise construction activities and be responsible for the standard and quality of the Works constructed.
- c) Ensure that Trainee Targeted Enterprises are registered and comply with all relevant statutory requirements, e.g.
  - i) South African Revenue Service
  - ii) National Treasury's Central Supplier Database
  - iii) Compensation for Occupational Injuries and Deceases Act
  - iv) Rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry.
  - v) Construction Industry Development Board
  - vi) Occupational Health and Safety Regulations
  - vii) Environmental Management Regulations
- d) If requested or required, assist Trainee Targeted Enterprises to schedule work activities and decide on construction methods to apply.
- e) If requested or required, assist Trainee Targeted Enterprises to plan and procure their plant, material and labour.
- d) Assist Trainee Targeted Enterprises to determine production rates required and obtained to optimise profitability.
- e) Assist Trainee Targeted Enterprises to measure the works and quantify it in a payment certificate for invoicing.
- f) Any other support to Trainee Targeted Enterprises to enhance the success of their business.

The Construction Manager shall conduct bi-weekly technical meetings with the Trainee Targeted Enterprises to introduce them to the industry norm of monthly cost and management meetings at which allowable versus cost issues are thoroughly explored.

#### **A1010.03 Construction Management**

The Construction Manager shall be responsible for day to day management of Trainee Targeted Enterprises and construction of the Works in a manner that is expected from a competent Contractor. He shall keep a daily site diary, receive and execute instructions from the Engineer and give and monitor instructions to the Trainee Targeted Enterprises.

Regular audits, but not less than quarterly, shall be conducted by the Employer to ensure compliance with financial and progress accounting, as well as compliance with Occupational Health and Safety and Environmental Management legislation.

#### **A1011 MEASUREMENT AND PAYMENT**

The Contractor shall submit monthly payment certificates with supporting documentation to the Engineer on the date and in the format as required by the Employer. Supporting documents shall, amongst others, include the payment certificates and invoices of Trainee Targeted Enterprises and progress reports. Once the Engineer has agreed and certified the payment certificate, it shall be submitted to the Employer with his accompanying invoice for payment.

<b>Item</b>	<b>Description</b>		<b>Unit</b>
<b>A1000.01</b>	<b>Contractor's Personnel</b>		
	(a)	Contractor's Training Staff	
		(i) Training Provider	Lump Sum (LS)
		(ii) Practitioners	Lump Sum (LS)
		(iii) Assessors	Lump Sum (LS)
		(iv) Moderators	Lump Sum (LS)
	(b)	Contractor's Construction Management Staff	
		(i) Construction Manager	Lump Sum (LS)
		(ii) Construction Mentors	Lump Sum (LS)
		(iii) Construction Supervisors	Lump Sum (LS)
		(iv) Clerks of Works	Lump Sum (LS)

**The unit of measurement for pay item A1000.01(a)(i) shall be the Lump Sum.** The Lump Sum tendered shall include full compensation for the Training Provider's cost for the full duration of the project, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by the Training Provider.

The total duration and intervals that the Training Provider spend on the project shall be determined by the Contractor. It shall be based on the requirements of the Scope of the Work and shall correspond to the Contractor's approved Training and Skills Development Programme. The Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

**The unit of measurement for pay items A1000.01(a)(ii) to (iv) shall be the Lump Sum.** The Lump Sum tendered shall include full compensation for the Practitioners, Assessors and Moderators' cost for the full duration of the project, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by Practitioners, Assessors and Moderators.

The number of Practitioners, Assessors and Moderators, the total duration that they spend on the project and the intervals at which they participate in the project shall be determined by the Contractor. It shall be based on the requirements of the Scope of the Work and shall correspond to the Contractor's approved Training and Skills Development Programme. The Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

**The unit of measurement for pay item A1000.01(b)(i) shall be the Lump Sum.** The Lump Sum tendered shall include full compensation for the Construction Manager's cost for the full duration of the project, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by the Construction Manager.

The total duration and intervals that the Construction Manager spend on the project shall be determined by the Contractor, but the Contractor shall take cognisance of the requirement that the Construction Manager shall maintain a full-time presence on site during the practical training and construction of the Works phases of the project. The total duration and intervals that the Construction Manager spend on the project shall correspond to the Contractor's approved Training and Skills Development Programme and the Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

**The unit of measurement for pay items A1000.01(b)(ii) to (iv) shall be the Lump Sum.** The Lump Sum tendered shall include full compensation for the Construction Mentors, Supervisors and Clerks of Works' cost for the full duration of the project, including procurement cost (if necessary), salary cost (including all taxes, leave conditions, bonuses, UIF, provident fund, medical aid, group life benefits, etc.), subsistence, travel, accommodation, meeting attendance and all other costs associated with the duties and services to be delivered by Construction Mentors, Supervisors and Clerks of Works.

An estimated ratio between Construction Mentors, Supervisors and Clerks of Works and the number of Trainee Targeted Enterprises subcontracted are provided in the Scope of Work. However, the number of staff and the time and intervals that they spend on the project shall be determined by the Contractor. The Contractor shall take cognisance of the requirement that full-time mentoring and supervision of Trainee Targeted Enterprises shall be available during the practical training and construction of the Works phases of the project.

The number of staff and the total duration and intervals that Construction Mentors, Supervisors and Clerks of Works spend on the project shall correspond to the Contractor's approved Training and Skills Development Programme and the Lump Sum shall not be adjusted due to amendments required by the Employer and/or the Engineer of the Contractor's draft Training and Skills Development Programme.

Establishment of the Contractor's Training and Construction Management staff during the training phases of the project is provided for in Pricing Schedule A, under pay items A1000.02(b) and (c).

Establishment of the Contractor's Construction Management staff during the construction of the Work phase of the project is provided for in Pricing Schedule B, Section 1300.

Contract price adjustment shall be applicable to pay items A1000.01(a) and (b) and its subitems in accordance with Clause C2.1.8.

Interim payments shall be applicable to pay items A1000.1(a) and (b) and its subitems in accordance with Clause C2.1.9

Item	Description	Unit
<b>A1000.02</b>	<b>Contractor's Training Facility and Establishment of Staff</b>	
	(a) Providing a Training Facility	Lump Sum (LS)
	(b) Establishment of the Contractor's Training Staff for all project phases, including PPE.	Lump Sum (LS)
	(c) Establishment of the Contractor's Construction Management Staff during the Training phases of the project, including PPE.	Lump Sum (LS)

**The unit of measurement for pay items A1000.02(a) to (c) shall be the Lump Sum.**

The Lump Sum tendered shall include full compensation for all costs associated with establishing the Contractor's Training Facility and his staff for the relevant phases of the project as described in the Scope of the Work and as required by the Contractor's approved Training and Skills Development Programme. This includes full compensation for the supply of electricity and all other utility services.

The Lump Sum shall also include full compensation for the Contractor's stationary (including paper, cartridges, files, etc.), computers, laptops, software, printers, projectors, appliances, connections, office and classroom furniture (including storage cupboards, shelves, bookcases, notice boards, etc.) and any other training aids required by his staff to perform their duties as per the Scope of Work.

Personal Protective Equipment (PPE) is deemed to include all the necessary protective clothing, eyewear, masks, gloves, and any other items required in compliance with the OHS Act.

Contract price adjustment shall be applicable to pay items A1000.02(a) to (c) and its subitems in accordance with Clause C2.1.8.

Interim payments shall be applicable to pay items A1000.02(a) to (c) in accordance with Clause C2.1.9

Item	Description	Unit
<b>A1000.03</b>	<b>Training and Skills Development Programme</b>	
	(a) Resources Audit Chapter	Lump Sum (LS)
	(b) Skills Audit Chapter	Lump Sum (LS)
	(c) Market Analysis Chapter	Lump Sum (LS)
	(d) Approved Training and Skills Development Programme	Lump Sum (LS)

**The unit of measurement for pay items A1000.03(a) to (d) shall be the Lump Sum.**

The Lump Sum tendered shall include full compensation for all costs associated with conducting Resources and Skills Audits, a Market Analysis and producing an approved Training and Skills Development Programme.

The Lump Sum shall, amongst others, include for all staff and their associated costs, conducting research, stakeholder engagement and consulting, compiling reports and documents, printing and all administration required to present the deliverables.

Interim reports of the Resources and Skills Audits and Market Analysis shall be submitted to the Employer and the Engineer for perusal, which reports shall become chapters of the Training and Skills Development Programme.

Contract price adjustment shall not be applicable to pay items A1000.03(a) to (d).

Interim payments shall not be applicable to pay items A1000.3(a) to (d), but shall be claimable on approval of the Training and Skills Development Programme.

Item	Description	Unit
<b>A1000.04</b>	<b>Training Provisions</b>	
	(a) Training for Trainee Targeted Enterprises	
	(i) NQF level 2 training.	Trainee Credit
	(ii) NQF level 3 training.	Trainee Credit
	(iii) NQF level 4 training.	Trainee Credit
	(iv) NQF level 5 training.	Trainee Credit
	(b) (i) Targeted Enterprise Suppliers, Service Providers and Subcontractors	Provisional (Prov.) Sum
	(ii) Handling cost and profit i.r.o. item A1000.04(b)(i)	Percentage (%)
	(c) (i) Targeted Labour	Provisional (Prov.) Sum
	(ii) Handling cost and profit i.r.o. item A1000.04(c)(i)	Percentage (%)
	(d) (i) Interns (Students) Completing their National Diplomas	Provisional (Prov.) Sum
	(ii) Handling cost and profit i.r.o. item A1000.04(d)(i)	Percentage (%)
	(e) (i) Graduates (Candidates) towards Registration in a Professional Category	Provisional (Prov.) Sum
	(ii) Handling cost and profit i.r.o. item A1000.04(e)(i)	Percentage (%)
	(f) (i) Community Members and/or Groups	Provisional (Prov.) Sum
	(ii) Handling cost and profit i.r.o. item A1000.04(f)(i)	Percentage (%)

**The unit of measurement for pay items A1000.04(a)(i) to (iv) shall be the Trainee Credit.** The Trainee Credit is the product of the number of Trainees to be trained and the number of Unit Standard credits required for a Trainee to complete a SAQA accredited qualification on a specified NQF level. It shall provide for all the Contractor's costs to provide SAQA accredited NQF level 2 to 5 training that has not been provided for under pay items:

A1000.01 Contractor's Staff and  
A1000.02 Contractor's Training Facility and Establishment of Staff  
A1000.05 Theoretical (Classroom) Training

This includes full compensation for all costs associated with the Contractor's Training Staff to compile learning material and the accompanying assessors' guides, to provide demonstration tools and equipment and to conduct the theoretical and practical training as per the approved Training and Skills Development Plan.

The Trainee Credit tendered shall also include full compensation for all costs associated with keeping Trainees' portfolios of evidence updated and safe, the assessment and moderating of the Trainees' competencies, conduct retraining of Trainees found not yet competent as is allowed for in the Scope of the Work, as well as for updating Trainees' competencies on the national database on Traineeship training.

Payment shall only be made once a Trainee has been assessed for a specific Unit Standard and found competent.

Contract price adjustment shall be applicable to pay items A1000.04(a)(i) to (iv) in accordance with Clause C2.1.8.

**The unit of measurement for pay items A1000.04(b)(i), (c)(i), (d)(i), (e)(i) to (f)(i) shall be the Provisional Sum.** The Provisional Sum shall provide for all the Contractor's costs to provide SAQA accredited NQF level 2 to 5 technical, entrepreneurial and generic training to Targeted Enterprise Suppliers, Service Providers and Subcontractors, Targeted Labour, Interns, Graduates and Community members and groups.

The Provisional Sum shall provide for full compensation for the Contractor's costs pertaining to Trainees' stipends, wages and/or salaries during the training period, including subsistence, travel and accommodation.

The Provisional Sum shall also provide for the registration and induction of Trainees, their learning material, workbooks and logbooks, and any contract and specification documents, required for the training.

To utilise the Provisional Sum, a detailed breakdown of the above costs shall be provided by the Contractor for approval by the Engineer and the Employer by means of a Works Authorisation prior to commencement of the training.

**The unit of measurement for pay items A1000.04(b)(ii), (c)(ii), (d)(ii), (e)(ii) to (f)(ii) shall be the Percentage (%).** The Percentage shall provide for all the Contractor's costs and profit associated with the training of Targeted Enterprise Suppliers, Service Providers and Subcontractors, Targeted Labour, Interns, Graduates and Community members and groups.

Amongst others, the Percentage shall provide for full compensation for the Contractor's costs pertaining to staff's remuneration, including their travel and accommodation. It shall also provide for the Contractor's additional Training Facility, stationary, computers, laptops, software, printers, projectors, appliances, connections, classroom furniture and any other training aids, including PPE, required for the training.

Contract price adjustment shall not be applicable to pay items A1000.04(b) to (f) and its subitems.

Pro-rata payment of Provisional Sums, per Trainee, and its associated handling cost and profit mark-ups, i.e. Percentages, shall only be made once a Trainee has been assessed for a specific Unit Standard and found competent. The Provisional Sums shall be paid in accordance with Clause C2.1.10.

Item	Description	Unit
<b>A1000.05</b>	<b>Theoretical (Classroom) Training</b>	

	(a)	Registration of Trainees	Lump Sum (LS)
	(b)	Induction of Trainees	Lump Sum (LS)
	(c)	Stationary and Learning Aids	Lump Sum (LS)
	(d)	Learning Material, Workbooks and Logbooks	Lump Sum (LS)
	(e)	Contract and Specification Documents	Lump Sum (LS)

**The unit of measurement for pay item A1000.05(a) shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs to Register Trainee Targeted Enterprises on the National Database for Traineeship Training, including capturing Trainees' personal detail and banking details for the payment of stipends and the signing of a Traineeship agreement between the Contractor and the Trainee.

The Registration of Trainees and associated requirements for beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f). The Lump Sum tendered for pay item A1000.05(a) shall serve as a bench mark rate for the utilisation of the Provisional Sum.

**The unit of measurement for pay item A1000.05(b) shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs for the induction of Trainee Targeted Enterprises into the Training Programme.

The induction of Trainees, other than the Trainee Targeted Enterprises, into the Training Programme shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f). The Lump Sum tendered for pay item A1000.05(b) shall serve as a bench mark rate for the utilisation of the Provisional Sum

**The unit of measurement for pay item A1000.05(c) shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with the Stationary and Learning Aids that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Stationary and Learning Aids to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f). The Lump Sum tendered for pay item A1000.05(c) shall serve as a bench mark rate for the utilisation of the Provisional Sum

**The unit of measurement for pay item A1000.05(d) shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with the Learning Material, Workbooks and Logbooks that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Learning Material, Workbooks and Logbooks to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f). The Lump Sum tendered for pay item A1000.05(d) shall serve as a bench mark rate for the utilisation of the Provisional Sum

**The unit of measurement for pay item A1000.05(e) shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with the Contract and Specification Documents that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Contract and Specification Documents to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f). The Lump Sum tendered for pay item A1000.05(e) shall serve as a bench mark rate for the utilisation of the Provisional Sum.

Contract price adjustment shall be applicable to pay items A1000.04(a) to (e) in accordance with Clause C2.1.8.

<b>A1000.06</b>	<b>Practical (Workplace) Training</b>	<b>Lump Sum (LS)</b>
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**The unit of measurement for pay item A1000.06 shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs, other than construction expenses and profit, to provide Trainee Targeted Enterprises with the Practical Training that they require to complete SAQA accredited training, on the relevant NQF levels, successfully and the assessment thereof.

Amongst others, the Lump Sum shall include for ensuring that Trainees keep a Logbook and update their Portfolio of Evidence continuously, training Trainees in the use of construction tools and practical construction techniques, ensure adequate plant, material and labour for the practical training experience and conduct assessments of the Trainees' learning progress. Provision shall be made for repeat training when necessary.

Contract price adjustment shall be applicable to pay item A1000.06 in accordance with Clause C2.1.8.

Interim payments shall be applicable to pay item A1000.06 in accordance with Clause C2.1.9

<b>A1000.07</b>	<b>Contractor's Responsibilities Towards Trainees</b>		
	(a)	(i) Trainee Sustenance	Prime Cost (PC) Sum
		(ii) Handling cost and profit i.r.o. item A1000.07(a)(i)	Percentage (%)
	(b)	(i) Trainee Stipends	Prime Cost (PC) Sum
		(ii) Handling cost and profit i.r.o. item A1000.07(b)(i)	Percentage (%)

**The unit of measurement for pay item A1000.07(a)(i) shall be the Prime Cost (PC).** The Prime Cost Sum shall provide for all the Contractor's costs to provide Trainee Targeted Enterprises with sustenance during the theoretical training phase of the project.

**The unit of measurement for pay items A1000.07(a)(ii) shall be the Percentage (%).** The Percentage shall provide for all the Contractor's costs and profit associated with providing Trainee Targeted Enterprises with sustenance during the theoretical training phase, including the cost of the procurement processes required to procure sustenance from local Suppliers.

Sustenance to be provided to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f). The Prime Cost Sums utilised under pay item A1000.07(a)(i) shall serve as a bench mark rate for the utilisation of the Provisional Sum

**The unit of measurement for pay item A1000.07(b)(i) shall be the Prime Cost (PC).** The Prime Cost Sum shall provide for all the Contractor's costs to pay stipends to Trainee



Targeted Enterprises during the theoretical and practical training phases of the project in accordance with the Basic conditions of Employment Act (Act no. 75 of 1997).

**The unit of measurement for pay items A1000.07(b)(ii) shall be the Percentage (%).**

The Percentage shall provide for all the Contractor's costs and profit associated with paying stipends to Trainee Targeted Enterprises during the theoretical and practical training phases of the project, including the cost of electronic funds transfers and/or bank cash deposits and all administration related to the payment of stipends.

Stipends to be paid to beneficiaries, other than the Trainee Targeted Enterprises, shall be paid from the Provisional Sum provided in Pricing Schedule A, under pay items A1000.04(b) to (f).

Stipends shall be paid in accordance with the legislated daily stipends stated in the Basic Conditions of Employment Act (Act No. 75 of 1997), as amended and as per its most recent learnership allowances table.

Contract price adjustment shall not be applicable to pay items A1000.07(a) and (b), and its subitems.

The Prime Cost Sum shall be paid in accordance with Clause C2.1.10.

<b>A1000.08</b>	<b>Construction Simulation Phase</b>	<b>Lump Sum (LS)</b>
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**The unit of measurement for pay item A1000.08 shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs, other than construction expenses and profit, to provide Trainee Targeted Enterprises with the Construction Simulation experience that they require to complete SAQA accredited training, on the relevant NQF levels, successfully.

Amongst others, the Lump Sum shall include for mentoring, coaching and guidance of Trainees, providing each Trainee Targeted Enterprise with a Bill of Quantities for their respective work packages and assist Trainees to price the Bill of Quantities, assist the Trainee Targeted Enterprises to establish and train their construction teams, to schedule and execute the work, to procure material, plant and labour, and to measure the work and compile payment certificates.

Contract price adjustment shall be applicable to pay item A1000.08 in accordance with Clause C2.1.8.

Interim payments shall be applicable to pay item A1000.08 in accordance with Clause C2.1.9

<b>A1000.09</b>	<b>Construction Management Phase</b>	<b>Lump Sum (LS)</b>
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**The unit of measurement for pay item A1000.09 shall be the Lump Sum (LS).** The Lump Sum tendered shall provide for all the Contractor's costs, other than construction expenses and profit, to manage the construction of the Works by Trainee Targeted Enterprises.

Amongst others, the Lump Sum shall include for Trainee Target Enterprises' competency reviews, Construction mentoring, coaching and guidance, assistance to Trainee Targeted Enterprises on any aspect of the planning and administration of the Works, ensuring that

Trainee Targeted Enterprises comply with all relevant statutory requirements monthly and overall management of the construction of the Works.

Contract price adjustment shall be applicable to pay item A1000.09 in accordance with Clause C2.1.8.

Interim payments shall be applicable to pay item A1000.09 in accordance with Clause C2.1.9

## **SECTION B1: 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 B1, together with additional amendments as set out in Section B2 and Project specific Specification Data as set out in Section B3.

As at April 2026 no amendments have been issued by COTO.

**SECTION B2: PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS**

**Notes to tenderer:**

1. This Section B2 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 B2. Details of such alternatives or additional requirements applicable to this contract are contained in Section B2: Specification Data. Section B2 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.

## **SECTION B2: PROJECT SPECIFICATION**

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

The following procurement methods is to be followed as appropriate:

- a) **Where the particulars of the work 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 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 R500,000.00 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 BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Quotation to include form of quotation, CSD registration, CIDB (where applicable),

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

- f) **Where the particulars of the work is not scheduled and the estimated cost of the work is more than R500,000.00 (including VAT and excluding Contract Price Adjustment) and there are no existing rates for similar work and the contractor's proposal submitted in terms of FIDIC Variation 13.1 is not accepted and the work is to be performed by a sub-contractor.**

The work is to be procured through a tender process. The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Tenders to close at the relevant site offices at a specific date and time
- Tender documents to include form of Offer, CSD registration, Tax compliance, CIDB (where applicable), SBD1, SBD 4, SBD 8, SBD 9, SBD 6.2, BEE certificate, Form A2.2
- Tenders to be evaluated on price and preference
- Evaluation by contractor for review by engineer

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

- g) Where the particulars of the work 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 backfilling for patching shall be done as indicated in the Contract Documentation."

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

*Add the following new subclause:*

##### **"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 because 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 Manuals/TRH or 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 Manual/TRH publication or 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.”

<b>Item</b>	<b>Unit</b>
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### **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 4<sup>th</sup> paragraph of the item description, replace “C1.2.7.2” with “C1.2.7.3”.*

*Add the following new pay item:*

<b>“Item</b>	<b>Unit</b>
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### **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
<b>C1.3.1 The Contractor's general obligations</b>	
<i>Delete subitem C1.3.1.3 and replace with the following:</i>	
"C1.3.1.3 Time related obligations:	
(i) Mobilisation period .....	month
(ii) Execution of the works .....	month"
<i>Add the following pay subitems:</i>	
"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 2<sup>nd</sup> 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, hire costs or cost of ownership or minimum hourly charges (standing time costs) 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 as per amended Condition of Contract clause 8.9.

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 1.4: FACILITIES FOR THE ENGINEER**

### **PART A: SPECIFICATIONS**

#### **A1.4.3 GENERAL**

*In the last sentence of the 7<sup>th</sup> paragraph delete: "not later than six weeks after the Contract commencement date" and replace with: "not later than the end of the Mobilisation period as defined in sub-clause 8.1 of the FIDIC Conditions of Contract"*

## **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 2<sup>nd</sup> paragraph in the 1<sup>st</sup> sentence delete "specified" and replace with: "approved".*

### **PART C: MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
-------------	-------------

#### **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**

### **SECTION 2.1: GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES**

-

#### **PART A: SPECIFICATION**

#### **A2.1.3 GENERAL**

##### **A2.1.3.2 Location, identification, protection and relocation of existing services**

##### **b) Location of existing services**

The lead times required to make the necessary arrangements for the protection, removal or relocation of services which the contractor shall allow will depend on affected service providers requirements and shall be dealt with on a case by case.

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## **COTO CHAPTER 3: DRAINAGE**

### **SECTION 3.2: CULVERTS**

-

#### **PART C: MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Description</b>	<b>Unit</b>
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#### **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".*

<b>Item</b>	<b>Description</b>	<b>Unit</b>
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#### **C3.2.13 Removing and relaying existing culverts**

*In the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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**

<b>Surfacing type</b>	<b>Max texture depth of the base</b>
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 Contract Documentation)	As specified in the Contract Documentation"

#### **A5.3.8.5 Surface regularity**

Add the following to the 1<sup>st</sup> 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".

## **COTO CHAPTER 6: CONCRETE LAYERS**

### **SECTION 6.1: PAVES LAID CONCRETE LAYERS**

-

#### **PART A: SPECIFICATION**

#### **A6.1.5 MATERIALS**

##### **A6.1.5.1 Cementitious materials**

*In the 2<sup>nd</sup> paragraph insert:*

“the quantity of supplementary cementitious materials be limited to”, *after* “... may be used subject to”.

#### **A6.1.6 CONSTRUCTION EQUIPMENT**

##### **A6.1.6.2 Concrete batching plant**

*In the 1<sup>st</sup> sentence of the 2<sup>nd</sup> paragraph delete the following:*

“Where concrete is supplied by a commercial source outside the direct control of the Engineer”.

#### **A6.1.7 EXECUTION OF THE WORKS**

##### **A6.1.7.4 Joint forming**

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

“The requirements for the thickening of slabs at joints, will be specified in the Contract Documentation.”

#### **A6.1.8 WORKMANSHIP**

##### **c) Construction tolerances**

(vii) *Surface regularity*

*Add the following new paragraph:*

“Any adjustment in the payment for the concrete layer will be made by multiplying the full payment value for each 100 m section, (for all the relevant payment items for this

work) by the payment adjustment factor derived from Table A9.1.8-3. The payment adjustment shall apply to the total concrete layer width placed over the 100 m sections in question.”

## **PART C: MEASUREMENT AND PAYMENT**

### **(iii) Items that will not be measured separately**

Concrete mix design and materials for design  
Additional trial sections  
Removal of trial section  
Protection of concrete

## **COTO CHAPTER 7: MAINTENANCE AND REPAIR OF CONCRETE LAYERS**

### **SECTION 7.1: REPLACEMENT OF EXISTING JOINT SEALANT**

-

#### **PART D: GUARANTEES AND COMPLIANCE CERTIFICATES**

##### **D7.1.8 WORKMANSHIP**

###### **D7.1.8.8 Alternative materials and design**

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

*"and in addition to the postulated tender".*

###### **D7.1.8.9 Work on behalf of Employer**

*In the 2<sup>nd</sup> sentence of the 1<sup>st</sup> paragraph delete: "(cost plus 15%)".*

## **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 1<sup>st</sup> 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 8.6: GEOSYNTHETIC CRACK SEALING**

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#### **PART C: MEASUREMENT AND PAYMENT**

*Add the following new pay item:*

<b>“Item</b>	<b>Description</b>	<b>Unit</b>
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##### **C8.6.2 Bituminous binder variation:**

C8.6.2.1	Bitumen emulsion ( <i>indicate type and binder content</i> )	litre (ℓ)
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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 1<sup>st</sup> paragraph, delete the 2<sup>nd</sup> 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.”.*



## **A9.1.8 WORKMANSHIP**

### **A9.1.8.4 Surface regularity**

#### **a) Measured using inertial laser profilometers**

*In the 6<sup>th</sup> 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 6<sup>th</sup> 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 7<sup>th</sup> paragraph, delete: “under 1”.*

*Add the following after the 8<sup>th</sup> 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 9<sup>th</sup> paragraph, delete : “surfacing”.*

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

<b>“Target <math>IRI_{100m\ Ave}</math> (m/km)”</b>	<b>Payment Bracket 9</b>
< 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
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##### **C9.1.9 Application of rolled-in chippings (State nominal size)**

*Delete the 1<sup>st</sup> 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**

##### **A10.1.3 GENERAL**

###### **A10.1.3.2 Weather limitations**

*Delete the 1<sup>st</sup> sentence of the 2<sup>nd</sup> 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.”.

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###### **A10.1.3.14 Nominal rates of application for tender purposes**

*In the 1<sup>st</sup> sentence of the 2<sup>nd</sup> 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 1<sup>st</sup> column, delete “1” and replace with “10”.*

###### **g) Cover sprays**

*Replace the 1<sup>st</sup> 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<sup>2</sup> 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 1<sup>st</sup> 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.”.*

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### **A10.1.6.2 Chip spreaders**

*In the last paragraph delete the 2<sup>nd</sup> bullet and replace with the following:  
 “- of spreading Grade C aggregate, Graded aggregate and Sand- or Grit seals.”.*

-

## **PART C: MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Description</b>	<b>Unit</b>
<b>C10.1.2</b>	<b>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):</b>	

*Replace the 1<sup>st</sup> 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 1<sup>st</sup> sentence of the 2<sup>nd</sup> 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 1<sup>st</sup> paragraph of the item description, delete reference to: “C10.1.6.1”, and replace with: “C10.1.4.1”.*

*In the 2<sup>nd</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 11.7: 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 4<sup>th</sup> paragraph, delete “mcd/m<sup>2</sup>.lux” and replace with “mcd/m<sup>2</sup>/lux”.*

-

**PART C: MEASUREMENT AND PAYMENT**

Item	Unit
------	------

<b>C11.7.3 Thermoplastic road marking</b>	
-------------------------------------------	--

*Amend the retro-reflective luminance unit to be “mcd/m<sup>2</sup>/lux”.*

## **COTO CHAPTER 12: GEOTECHNICAL APPLICATIONS**

### **SECTION 12.5: SHOTCRETE**

-

#### **PART A: SPECIFICATION**

#### **A12.5.7 EXECUTION OF THE WORKS**

##### **Preconstruction trial panels**

*Add "A12.5.7.21" before the heading "Preconstruction trial panels".*

#### **PART C: MEASUREMENT AND PAYMENT**

**Item**

**Unit**

##### **C12.5.4 Shotcrete (of specified thickness or volume):**

*Amend the unit for item C12.5.4.4 Dental shotcrete, to "cubic metre (m<sup>3</sup>)".*

### **SECTION 12.6: MECHANICALLY STABILISED EARTH AND GABIONS**

-

#### **PART A: SPECIFICATION**

#### **A12.6.8 WORKMANSHIP**

##### **A12.6.8.1 MSE Walls**

##### **b) Concrete facings**

*Replace the letter "W" with "durability" in the first sentence.*



## **SECTION 12.10: HARD EXCAVATION BY BLASTING**

-

### **PART A: SPECIFICATION**

#### **A12.10.5 MATERIALS**

##### **A12.10.5.1 Explosives**

##### **b) Controlled bulk blasting**

*Add the following at the end of the 2<sup>nd</sup> paragraph:*

“The use of pumped emulsions for controlled bulk blasting will only be permitted if emulsion ingress into rock fissures is prevented and the emulsion is encapsulated and separated from the blast hole.”

-

### **PART C: MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
-------------	-------------

#### **C12.10.1 Excavation in hard rock using controlled blasting techniques**

*Add the following at the end of the pay item specification:*

“Where the excavated material is not to be utilised in earthworks or layerworks, the volume measured for payment shall be the tight volume of excavated material.”

*Add the following new pay item:*

<b>“Item</b>	<b>Description</b>	<b>Unit</b>
--------------	--------------------	-------------

<b>C12.10.8</b>	<b>Ground vibration, air blast and fly rock monitoring</b>	<b>lump sum</b>
-----------------	------------------------------------------------------------	-----------------

The unit of measurement for the monitoring as required shall be the lump sum.

The tendered rate shall include for the monitoring of all blasts as per the specification and shall include the services of an independent specialist, providing and operating all equipment necessary to successfully monitor all blasting operations and for compilation of all reports.”

**SECTION 12.11: GEOSYNTHETICS**

-

**PART A: SPECIFICATION**

**A12.11.5 MATERIALS**

*Add the following sub-clause:*

**“A12.11.5.4 Grade Classification**

The Grade classification for Geosynthetics is specified in the Contract Documentation.”

## **COTO CHAPTER 13: STRUCTURES**

### **SECTION 13.1: FOUNDATIONS**

#### **PART B: LABOUR ENHANCEMENT**

#### **B13.1.7 EXECUTION OF THE WORKS**

##### **B13.1.7.4 Utilisation of excavated material**

*Delete reference to: "100 m" and replace with "50 m".*

### **SECTION 13.3: STEEL REINFORCEMENT**

-

#### **PART A: SPECIFICATION**

#### **A13.3.8 WORKMANSHIP**

##### **A13.3.8.4 Tolerances**

##### **b) Concrete cover**

*Delete reference to "Clause A13.4.8.1a)(iv)" and replace with: "Clause A13.4.8.1a)(v)".*

### **SECTION 13.4: CONCRETE**

-

#### **PART A: SPECIFICATION**

#### **A13.4.2 DEFINITIONS**

##### **Fresh phase of concrete**

*Add the following at the end of the definition of "Fresh phase of concrete":*

*"This is also known as the plastic phase."*

*Add the following definition between "Fresh phase of concrete" and "Hardened phase of concrete":*

**"Hydration or curing phase** – this is concrete that is no longer a semi-liquid but has not yet reached a solid state."

#### **A13.4.7 EXECUTION OF THE WORKS**

##### **A13.4.7.12 Placing and Compaction**

###### **b) Placing**

*Delete the 3<sup>rd</sup> sentence of the 1<sup>st</sup> paragraph and replace with the following:*

“The Contractor shall not be permitted to pour unless the specific method statement for that pour has been accepted by the Engineer.”

#### **SECTION 13.8: ANCILLARY STRUCTURAL ELEMENTS**

-

##### **PART A: SPECIFICATION**

#### **A13.8.7 EXECUTION OF THE WORKS**

##### **A13.8.7.2 Drainage for structures**

###### **d) Crushed stone in drainage strips behind walls**

*Delete “19 mm nominal size” and replace with “20 mm nominal size”.*

## **COTO CHAPTER 14: REPAIR AND REHABILITATION OF STRUCTURES**

There are no amendments to this Chapter

## **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**

##### **A20.1.4.7 Testing of bituminous binders**

*Replace: “SABITA PG1 –Series on modified binders “ with:*

*“SABITA TG1 –Series on modified binders “.*

#### **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 laboratory**

*Replace reference to: "Independent laboratory" with: "Independent site laboratory".*

*Add the following new pay item:*

<b>"Item</b>	<b>Unit</b>
--------------	-------------

**C20.1.6 Payment of independent site laboratory**

C20.1.6.1 Direct payment by contractor ..... prime cost (PC) sum  
 a) Handling cost and profit in respect of item C20.1.6.1 ..... percentage  
 (%)

The contractor shall pay the appointed site laboratory monthly for the amount as certified by the Engineer.

The charge or mark-up tendered or allowed for is a percentage of the amount actually paid under the prime cost item. The percentage shall cover all the Contractors' sourcing, handling, profit, and payment of the service provider in providing the services. The Contractor shall forfeit his mark-up when the service provider is not paid in time."

**SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**SECTION B3: 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.**



## - COTO CHAPTER 1: GENERAL

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
1			GENERAL	
	A1.1		GENERAL PREAMBLE	
		A1.1.2	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 shown in the drawings for both Ga Phasha and Ga Mampa villages, Burgersfort
	C1.1		GENERAL PREAMBLE	
	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 31.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				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.
			<b>A1.2.3.5 Handing-over of the Site of the Works</b>	<p>The conditions for handing-over of the Site of the Works are as follows:</p> <p>a) Sequence</p> <p style="padding-left: 40px;">The whole/entire site will be handed over to the Contractor. There will not be any partial takeover of the site.</p> <p>b) Temporary deviations</p> <p style="padding-left: 40px;">Limited number of temporary deviations are provided in the drawings. In most instances, the road would be opened to night traffic. Limited access to residences / property owners would be allowed during execution of works</p> <p>c) Half or partial width sections</p> <p style="padding-left: 40px;">No half width construction would be undertaken.</p> <p>d) Unrestricted sections</p> <p style="padding-left: 40px;">There are no unrestricted sections.</p>

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				<p>e) Routine Maintenance</p> <p>The Contractor shall take over the maintenance responsibility on the date of Access to site but may liaise with the routine maintenance contractor by arranging a transition period immediately after the Access to site to allow sufficient time to muster his resources required for routine maintenance of the road. However, the transition period may not extend beyond the end of the Mobilisation Period defined in sub-clause 8.1 of the FIDIC Conditions of Contract and C1.2.2 Contract Data.</p> <p>f) Other</p> <p>None</p>
			<b>A1.2.3.9 Monthly reports</b>	<p>Other information to be included in monthly progress reports are as follows:</p> <p>a) Information as required in terms of Conditions of Contract Clause 4.21</p> <p>b) Aerial progress footage (images and video) Photos to be dated and shall be of good acceptable quality.</p>
			<b>A1.2.3.10 Notices, signs and advertisements</b>	<p>Details of the contract sign board is provided in SANRAL'S Drawing : TD-R-RS-1300-V1</p>
			<b>A1.2.3.12 Ownership of assets and disposal of non-usable assets</b>	<p>The Non-usable assets to be disposed by the Contractor is listed in the following disposal plan:</p> <p>Disposal plan</p>

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA		
				Asset description	Estimated quantity	Disposal requirement
				Concrete pipes	205m	At legal landfill site or by re-use by local authority
				Roadside posts and signs.	0.5 ton	At legal landfill site or by re-use by local authority.
			<b>A1.2.3.13 Prevention of damage to nearby properties and services</b>	Residential properties near the road might be damaged by excessive vibration or blasting. Photographs of properties to be taken prior to excessive vibration and blasting. Photographic records of nearby properties be kept before and after excessive vibration or blasting.		
			<b>A1.2.3.18 Stakeholder liaison</b>	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.  <b><i>PLC and PLO to handle all community related issues.</i></b>		

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A1.2.3.20 Road safety audits</b>	A Work zone traffic management audit as well as a Pre-opening stage road safety audit, shall be carried out.
			<b>A1.2.3.22 Wayleaves/Agreements and Permits</b>	The Contractor shall be responsible for applying for the following wayleaves: <ul style="list-style-type: none"> <li>• Telecommunications</li> <li>• Electricity</li> <li>• Water</li> </ul>
		<b>A1.2.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A1.2.7.1 Programme of work</b>	
			<b>a) General</b>	A scheme 2 programme shall apply.
			<b>b) Scheme 2</b>	The programme shall be drawn up or be compatible with Microsoft Project 2016 or the latest version.  Additional schedules, other than required in terms of Conditions of Contract Clause 8.3, to be provided are progress reports required in a template provided by SANRAL.
			<b>A1.2.7.4 Work on, over, under or adjacent to utilities</b>	As per wayleave application, the approval process will depend on the service provider affected. The Contractor is urged to liaise with the Resident Engineer as soon as a service has been detected on site.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
	<b>A1.3</b>		<b>CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS</b>	
		<b>A1.3.3</b>	<b>GENERAL</b>	
			<b>A1.3.3.1 Construction camps</b>	No specific areas for construction camps have been identified and the Contractor is urged to comply with all relevant bylaws of the local authority when locating his camp.
	<b>A1.4</b>		<b>FACILITIES FOR THE ENGINEER</b>	
		<b>A1.4.3</b>	<b>GENERAL</b>	Details of typical site facilities are provided on drawings and the Contractor must liaise with the Resident Engineer regarding this matter.
		<b>A1.4.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A1.4.7.1 Offices and laboratories</b>	
			<b>a) General</b>	The site laboratory shall be supplied with three-phase electricity.
			<b>b) Offices</b>	Not different from the one specified.
			<b>c) Laboratories</b>	To conform to local municipality's requirements and regulations
			<b>f) Ablution unit</b>	Separate shower and change room are to be provided for men and women
			<b>A1.4.7.2 Housing</b>	
			<b>a) Prefabricated houses</b>	Not applicable
			<b>A1.4.7.3 Services</b>	
			<b>b) Water, electricity and gas</b>	Generator to be used during non-availability of electricity from ESKOM

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A1.4.7.5 Office staff</b>	An office secretary/receptionist and/or technical assistants might be provided.
	<b>A1.5</b>		<b>ACCOMMODATION OF TRAFFIC</b>	
		<b>A1.5.6</b>	<b>CONSTRUCTION EQUIPMENT</b>	
			<b>A1.5.6.2 Illuminated traffic signs and safety devices</b>	
			<b>d) Sign mounted flashing lights</b>	Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section on the R37 .The lights shall be operated during the hours of darkness if the need arises and they shall be approved by Resident Engineer.
		<b>A1.5.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A1.5.7.3 Accommodation of traffic where the road is constructed in half or partial widths</b>	the Engineer together with the Contractor to assess the amount of traffic and safety in Ga Mampa and approve appropriate traffic accommodation strategy that may incorporate a STOP / GO one-way traffic sections to accommodate half widths
			<b>A1.5.7.6 Maintenance of existing roads used as detours</b>	The Contractor shall ensure that all detours are always in a state of good repair.
			<b>A1.5.7.10 Construction of temporary deviations</b>	
			<b>d) Earthworks and pavement layers for temporary deviations</b>	Detours required shall be constructed utilising 100mm gravel wearing course obtained from cuts / commercial sources and approved by the Engineer.
			<b>e) Surfacing of temporary deviations</b>	No surfacing of temporary deviation is required.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
	<b>A1.6</b>		<b>CLEARING AND GRUBBING</b>	
		<b>A1.6.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A1.6.7.2 Clearing</b>	
	<b>A1.7</b>		<b>LOADING AND HAULING</b>	
		<b>A1.7.7</b>	<b>EXECUTION OF THE WORKS</b>	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			<b>SERVICES</b>	
	<b>A2.1</b>		<b>GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES</b>	
		<b>A2.1.1</b>	<b>SCOPE</b>	
			<b>A2.1.1.1 Installation of new services</b>	Relocation of water, electrical and sewer services.
			<b>A2.1.1.2 Location, identification, protection and relocation of existing services</b>	Drawings of known services have been provided. The Contractor shall identify services before the execution of works and confirm their positions with the service providers concerned and also with Resident Engineer
		<b>A2.1.2</b>	<b>DEFINITIONS</b>	Drawings of known services have been provided., LCE-L103-UT-01-01 to LCE-L103-UT-08-01
		<b>A2.1.3</b>	<b>GENERAL</b>	
			<b>A2.1.3.1 Installation of new services</b>	<ul style="list-style-type: none"> <li>• Water pipes,</li> <li>• Electrical posts, cables and including lines</li> <li>• Sewer pipes and manholes</li> </ul>
			<b>A2.1.3.2 Location, identification, protection and relocation of existing services</b>	
			<b>a) Existing as-built records</b>	Drawings of known services have been provided: LCE-L103-UT-01-01 to LCE-L103-UT-08-01
			<b>b) Location of existing services</b>	Using hand excavation to locate, expose and verify services.
			<b>d) Protection of services</b>	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<i>(i) Service owners</i>	The Contractor has to give each of the relevant service owners a notice periods or lead times of a week for them to be able to lay and/or relay any particular service
			<i>(ii) Protection</i>	To be provided by a relevant service provider or by the Engineer during construction.
			<i>(iv) Relocation</i>	Certain services such as Eskom poles/ posts and street lights owned by Anglo American will be relocated. Water Services Authority has been made aware of the possibility of relocations that would be done should water services be encountered.
			<b>A2.1.3.3 Safety, Method Statements, safeguarding the works and accommodation of traffic</b>	The OHS requirements in Section E 1000 shall be applicable
			<b>a) Safety and Method Statements</b>	The OHS requirements in Section E 1000 shall be applicable
			<b>c) Accommodation of traffic</b>	The OHS requirements in Section E 1000 shall be applicable
			<b>A2.1.3.5 Programming for services</b>	
			<b>a) Trenching and installation sequence</b>	Where services including ducts or pipes are to be installed at a level lower than the final level of any mass earthworks that have to be carried out for the purpose of constructing a structure or a road, the trenching for such services, ducts or pipes shall be carried out after the mass earthworks have been complete before construction of any structural layers/ foundations.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A2.1.3.6 Provision of record drawings and details</b>	Surveyor is to be registered with PLATO
			<b>A2.1.3.9 Limitations and restrictions</b>	
			<b>c) Installation under special conditions</b>	Installation of services shall be based on service providers conditions and should have been reviewed and agreed by the Engineer prior to installation.
			<b>e) Working widths</b>	To comply with OHS specifications and approved by the Engineer
		<b>A2.1.4</b>	<b>DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS</b>	
			<b>A2.1.4.1 Temporary works</b>	Formwork for concrete works shall be designed by the Contractor and approved by the Engineer Dewatering of trenches and supports for excavations shall be designed by the Contractor.
			<b>A2.1.4.2 Alternative designs</b>	
			<b>b) Alternative design approvals</b>	Details of designs are shown in the drawings and design reports and any alternative design shall comply with the same design requirements as the original design.
			<b>A2.1.4.3 Designs</b>	
		<b>A2.1.5</b>	<b>MATERIALS</b>	
			<b>A2.1.5.1 Trench backfill material</b>	Additional backfill material where required shall be obtained from site stockpiles or from commercial sources.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A2.1.5.2 Soil cement and stabilised trench backfill material</b>	
			<b>a) Soil cement backfill</b>	G5 to G8 and coarse to fine sandy material shall be suitable for soil cement backfill.
			<b>b) Cement stabilised backfill</b>	G5 to G8 and coarse to fine sandy material shall be suitable for soil cement backfill.
		<b>A2.1.6</b>	<b>CONSTRUCTION EQUIPMENT</b>	
			<b>A2.1.6.1 Excavation equipment</b>	The appropriate excavation equipment where labour enhanced methods are not suitable/practical to be discussed with Engineer on site.
		<b>A2.1.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A2.1.7.1 Trenching for Services</b>	
			<b>f) Safe placement of excavated material</b>	Excess material shall be stockpiled at designated temporary spoil site for later re-use of for spoiling at an approved spoil site.
			<b>h) Excavation</b>	
			<b>j) Excavation using Labour Enhanced Construction Methods</b>	Labour enhanced construction methods will be used
			<b>k) Excavations outside the normal trench profile</b>	Excavations outside the normal trench profile such as manholes, valve chambers, junction boxes, thrust blocks, draw pits, catch pits, wing walls or for accommodating any other features, like the portion of sewer-house connections between the junction with the main sewer and its point of connection with the sewer from the property will not be measured and paid for from trench excavations but through item C2.1.8

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>l) Timbering and shoring</b>	
			<i>(ii) Contract Specific Shoring Requirements</i>	The design of temporary works such as dewatering and earthworks to control water inflow shall be done by the Contractor.
			<b>m) Soil cement backfilling</b>	G5 to G8 and coarse to fine sandy material shall be suitable for soil cement backfill.
			<b>n) Erosion protection with sandbags</b>	
			<b>p) Preparation of the bottom of trenches</b>	
			<b>r) Dealing with water</b>	
			<i>(i) Contractor's obligations for dealing with water</i>	The design of temporary works such as dewatering and earthworks to control water inflow shall be done by the Contractor.
			<b>A2.1.7.2 Reinstatement of existing roads and existing road furniture</b>	
			<b>d) Reinstatement of unpaved areas</b>	The Contractor to maintain and reinstate the roads used for traffic accommodation during construction to it's an acceptable standard.
			<b>A2.1.7.6 Ownership, removal and disposal of existing service materials</b>	All such materials to be disposed off at a regulated landfill site or an approved designated area in the village.
		<b>A2.1.8</b>	<b>WORKMANSHIP</b>	
			<b>A2.1.8.2 Compaction</b>	
			<b>a) Relative density compaction control</b>	Relative density compaction control shall be used over and above any road carriageways or lined drains or under any paved footways, sidewalks or walkways.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				DCP control or relative density compaction control shall be used for trenches in embankments, fills or cut slopes.
			<i>(ii) Areas subjected to vehicle traffic loads or within the road prism</i>	The roadbed shall be compacted to 93% of MDD or a minimum of 100% of MDD where sand is used.
			<b>c) DCP compaction control</b>	DCP acceptance shall be used for after a corelation has been done on site between relative density and DCP penetration rate.
	<b>A2.4</b>		<b>ENERGY AND OTHER SERVICES</b>	
		<b>A2.4.1</b>	<b>SCOPE</b>	<p>The purpose of Section A2.4 is therefore partly to provide a structured framework for the Contract Documentation for civil construction work related to energy services or any other types of services not dealt with elsewhere in Chapter 2.</p> <p>In certain SANS documents referred to in this section the term “specified in the scope of work” is used. For the purposes of this specification the term shall be deemed to mean “specified in the Contract Documentation</p>
		<b>A2.4.5</b>	<b>MATERIALS</b>	
			<b>A2.4.5.3 Backfill for electric power cables</b>	To be carried out by Eskom Contractor
			<b>A2.4.5.5 Electric power concrete slab protection</b>	To be carried out by Eskom Contractor
			<b>A2.4.5.6 Electric power cable markers</b>	To be carried out by Eskom Contractor
		<b>A2.4.6</b>	<b>CONSTRUCTION EQUIPMENT</b>	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			A2.4.6.1 General	To be according to Eskom specifications
		<b>A2.4.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A2.4.7.1 General</b>	All work done shall be carried out by Eskom Contractor
			<b>A2.4.7.2 Trenching for electric power cables</b>	

## - COTO CHAPTER 3: DRAINAGE

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
<b>3</b>			<b>DRAINAGE</b>	
	<b>A3.1</b>		<b>DRAINS</b>	
		<b>A3.1.4</b>	<b>DESIGN BY CONTRACTOR/PERFORMANCE</b>	
		<b>A3.1.5</b>	<b>MATERIALS</b>	
			<b>A3.1.5.2 Subsoil Drainage Materials</b> <b>a) Pipes</b>	Refer to details contained in Drawing No: LCE-L103-TD-DR-05
		<b>A3.1.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A3.1.7.4 Subsoil drainage</b> <b>a) Construction of subsoil drainage systems</b>	
			<i>(ii) With polymer film lining to trenches for subsoil drainage systems</i>	Refer to details contained in Drawing No: LCE-L103-TD-DR-05
			<i>(v) With alternative drainage systems</i>	
			<b>A3.1.7.5 Manholes, outlet structures and cleaning eyes</b>	Refer to details contained in Drawing No: LCE-L103-TD-DR-06
	<b>B3.1</b>		<b>DRAINS</b>	
		<b>B3.1.6</b>	<b>CONSTRUCTION EQUIPMENT</b>	
	<b>D3.1</b>		<b>DRAINS</b>	
	<b>A3.2</b>		<b>CULVERTS</b>	



CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
		<b>A3.2.3</b>	<b>GENERAL</b>	
			<b>A3.2.3.1 Types of culverts</b>	As shown on Drawing LCE-L103-DR-01-00 to LCE-L103-DR-06-00
	<b>B3.2</b>		<b>CULVERTS</b>	
		<b>B3.2.4</b>	<b>DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS</b>	
	<b>D3.2</b>		<b>CULVERTS</b>	As shown on Drawing LCE-L103-DR-01-00 to LCE-L103-DR-06-00
	<b>A3.3</b>		<b>CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS</b>	
		<b>A.3.3.4</b>	<b>DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS</b>	
		<b>A3.3.5</b>	<b>MATERIALS</b>	
			<b>A3.3.5.2 Drainage structure materials</b>	
			<b>d) Joint sealant</b>	They are provided in the drawings. Refer to details contained in Drawing No: LCE-L103-TD-DR-07
		<b>A3.3.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A3.3.7.1 Drainage structures</b>	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>a) Prefabricated concrete kerbing and channelling</b>	Precast Kerbing to be according to SANS 927, and for concrete channelling refer to details contained in Drawing No: LCE-L103-TD-DR-07
			<b>f) Cast in situ chutes on cut slopes</b>	
			<b>i) Stone pitched open drains</b>	Refer to Drawing No: LCE-L103-TD-DR-01
	<b>B3.3</b>		<b>CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS</b>	
		<b>B3.3.4</b>	<b>DESIGN BY CONTRACTOR / PERFORMANCE BASED SYSTEMS</b>	
	<b>D3.3</b>		<b>CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS</b> <b>PART D: GUARANTEES AND COMPLIANCE CERTIFICATES</b>	

## - COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
4			<b>EARTHWORKS AND PAVEMENT LAYERS: MATERIALS</b>	
	<b>A4.1</b>		<b>BORROW MATERIALS</b>	
		<b>A4.1.3</b>	<b>GENERAL</b>	
			<b>A4.1.3.1 Employer identified borrow pits and quarries</b>	All material to be sourced from commercial sources.  There is Afrimat - Lebowakgomo Quarry located in Lebowakgomo Latitude: 24°21'9.07"S Longitude: 29°26'46.31"E The quarry is located 70km away from the proposed construction site
			<b>A4.1.3.2 Contractor identified borrow pits and quarries</b>	The Contractor is not required to identify the borrow pits.
		<b>A4.1.7</b>	<b>EXECUTION OF WORKS</b>	
			<b>A4.1.7.1 Haul and access roads</b>	Existing roads to be used for haulage
			<b>A4.1.7.2 Borrow pit and Quarry operations</b>	
			<b>a) General control at the borrow pits and quarries</b>	
			<b>b) Classes of excavations</b>	
			<i>(i) Soft excavation</i>	The reference construction equipment shall be 30-ton excavator.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<i>(iv) Hard excavation</i>	The reference construction equipment shall be a 30ton excavator with a hydraulic hammer.
			<b>g) Selection and excavation of material in borrow pits</b>	
			<b>h) Selection and excavation of material in quarries</b>	A part time materials manager would be required to manage the selection and stockpiling of materials from the quarries
			<b>l) Use of the borrow material</b>	
			<b>m) Closing of the borrow pits and quarries</b>	Not Applicable
			<b>A4.1.7.3 Stockpiles</b>	
			<b>b) Stockpiling of the material</b>	The contractor shall be responsible for managing stockpiles from excavations and from commercial sources at the site.
			<b>c) Reinstatement of stockpiles site</b>	No additional conditions/ requirements.
	<b>C4.1</b>		<b>BORROW MATERIALS PART C: MEASUREMENT AND PAYMENT</b>	
		<b>C4.1.19</b>	<b>Excavating hard material</b>	Not applicable as commercial material sources are to be used.
	<b>D4.1</b>		<b>BORROW MATERIALS PART D: GUARANTEES AND COMPLIANCE CERTIFICATES</b>	Not applicable as commercial material sources are to be used.
	<b>A4.2</b>		<b>CUT MATERIALS</b>	
		<b>A4.2.7</b>	<b>EXECUTION OF WORKS</b>	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A4.2.7.1 Excavation operations</b>	
			<b>a) Control at the cuttings, designated excavations and box cuts</b>	A qualified experienced Construction Supervisor meeting requirement of Table A1003.06(b) to manage the operations.
			<b>b) Classes of excavation</b>	
			<b>h) Excavation of material in cuttings</b>	Operating to be done according to the drawings and supervised by qualified experienced Construction Supervisor meeting requirement of Table A1003.06(b) to manage the operations.
			<b>i) Excavation of material in box cuts</b>	Refer to issued drawings. Drawing No: LCE-L103-XS-01-01 to LCE-L103-XS-09-01
			<b>j) Excavation of material in designated excavations</b>	
			<b>k) Selection and the use of the cut material</b>	Reference with Volume 6: Material Investigations and Utilisation.
			<b>n) Finishing of the side slopes of cuttings and designated excavations (<i>para 1</i>)</b>	Finished slopes for cutting shall be 1:2. Refer to Drawing No: LCE-L103-TCS-01-01
	<b>D4.2</b>		<b>CUT MATERIALS PART D: GUARANTEES AND COMPLIANCE CERTIFICATES</b>	A qualified experienced Construction Supervisor meeting the requirements of Table A1003.06(b) to manage the operations.
	<b>A4.3</b>		<b>EXISTING ROAD MATERIALS</b>	
		<b>A4.3.3</b>	<b>GENERAL</b>	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A4.3.3.1 Employer identified existing road materials</b>	Refer to Volume 6: Material Investigations and Utilisation.
	<b>A4.4</b>		<b>COMMERCIAL MATERIALS</b>	
		<b>A4.4.3</b>	<b>GENERAL</b>	
			<b>A4.4.3.1 Employer identified commercial materials</b>	
			<b>a) Materials from commercial suppliers</b>	<p>The sources of commercial suppliers and their contact information and haulage distances is provided in Volume 6: Material Investigations and Utilisation.</p> <p>Materials to be used for road construction from commercial quarries are:</p> <p>G5A to be constructed to 98% MDD</p> <p>G6 to be compacted to 95 % of MDD</p> <p>G7 to be compacted to 93 % of MDD</p> <p>G9 to be compacted to 93 % of MDD</p>
			<b>b) Materials from private or non-commercial suppliers</b>	No private or non-commercial suppliers were identified for the project.
			<b>c) Materials from the Employer's own sources</b>	No sources were identified and available for the project

## - COTO CHAPTER 5: EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
5			<b>EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION</b>	
	<b>A5.1</b>		<b>ROADBED</b>	
		<b>A5.1.2</b>	<b>DEFINITIONS</b>	
			<b>Batter</b>	Slope for the batter varies. Reference made to the issued drawings, Volume 4.
		<b>A5.1.3</b>	<b>GENERAL</b>	
			<b>A5.1.3.1 Roadbed material Investigation</b>	Normal roadbed preparation would be undertaken no extensive ground improvement is anticipated. Reference to Volume 6: Materials Investigation and Utilisation.
		<b>A5.1.5</b>	<b>MATERIALS</b>	
			<b>A5.1.5.2 Topsoil</b>	Sources of topsoil: • Road reserve
			<b>A5.1.5.3 Collapsing soil material</b>	With reference to Materials Investigation and Utilisation (Volume 6), no collapsing soil material are expected within the maximum cut depth of 400mm.
		<b>A5.1.6</b>	<b>CONSTRUCTION EQUIPMENT</b>	
		<b>A5.1.7</b>	<b>EXECUTION OF WORKS</b>	
			<b>A5.1.7.1 Clearing and grubbing</b>	Material obtained from clearing and grubbing should be removed to a temporary stockpile at the site. This material shall be utilised for landscaping and excess material shall be spoiled.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A5.1.7.2 Removal and conservation of topsoil from roadbed</b>	As per Engineer's instruction
			<b>A5.1.7.3 Normal roadbed treatment</b>	
			<b>a) Construction overview</b>	After cut, the insitu material shall be become the founding horizon for roadbed and shall be ripped and compacted to 90% MDD for item C5.1.1.
			<b>b) Removal of unsuitable roadbed material</b>	Unsuitable material if encountered shall be disposed in terms of the Environmental Management Plan.
			<b>c) Percentage of Max Dry density (MDD)</b>	The roadbed shall consist of a final 150mm layer compacted to 90% of MDD.
		<b>A5.1.8</b>	<b>WORKMANSHIP</b>	
			<b>A5.1.8.2 Compaction requirements</b>	Random locations as specified in Ch 20: Quality Assurance.
	<b>A5.3</b>		<b>ROAD PAVEMENT LAYERS</b>	
		<b>A5.3.3</b>	<b>GENERAL</b>	
			<b>A5.3.3.3 Requirements prior to the construction of any pavement layer</b>	Insitu material should be at least G7/G8 founding roadbed.
			<b>A5.3.3.4 Compaction of pavement layer material</b>	Please refer to Drawing Number : LCE-L103-PCS-01-01
		<b>A5.3.5</b>	<b>MATERIALS</b>	
			<b>A5.3.5.1 Material information</b>	Please refer to Drawing Number : LCE-L103-PCS-01-01 G5A to be compacted to 98% MDD G6 to be compacted to 95 % of MDD



CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				G7 to be compacted to 93 % of MDD G9 to be compacted to 93 % of MDD
			<b>A5.3.5.2 Pavement Layer thickness and compaction requirements</b>	
			<b>a) Pavement layer thickness requirements</b>	Please refer to Drawing Number: LCE-L103-PCS-01-01 For the road:  150mm G5A 200mm G6 150mm G7 150mm G9  For the sidewalk:  150mm G6 150mm G7
			<b>b) Gravel and soil pavement layer compaction requirements (G4B to G9 material)</b>	Please refer to Drawing Number : LCE-L103-PCS-01-01 G6 to be compacted to 95 % of MDD G7 to be compacted to 93 % of MDD G9 to be compacted to 93 % of MDD

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>Table A5.3.5-1</b>	
			<b>c) Crushed stone pavement layer compaction requirements (G1 to G4A and G5A material)</b>	Please refer to Drawing Number: LCE-L103-PCS-01-01 G5A to be compacted to 98% MDD
	<b>A5.4</b>		<b>STABILISATION</b>	
		<b>A5.4.3</b>	<b>GENERAL</b>	
			<b>A5.4.3.2 Work in restricted areas</b>	
			<b>A5.4.3.3 Construction limitations</b>	
			<b>e) Traffic limitations</b>	
		<b>A5.4.5</b>	<b>MATERIALS</b>	
			<b>A5.4.5.1 General</b>	Refer to Drawing No: LCE-L103-PCS-01-01 for layer works specifications.
			<b>A5.4.5.2 Material for modification or pre-treatment</b>	Type G5A materials for the Base layer Type G6 materials for Subbase and Sidewalk Subbase
			<b>A5.4.5.3 Cementitious stabilising agents</b>	1% Cement to be used for BSM 2 on the Base layer 2% Cement to be used for the roads C4 Subbase layer and Sidewalk Subbase layer
			<b>A5.4.5.4: Bituminous stabilising agents</b>	2.2% Bitumen to be used for BSM 2 on the Base layer

## - COTO CHAPTER 6: CONCRETE LAYERS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
6			<b>CONCRETE LAYERS</b>	
	<b>A6.1</b>		<b>PAVER LAID CONCRETE LAYERS</b>	
		<b>A6.1.2</b>	<b>DEFINITIONS</b>	
			<b>Aggregate</b>	
		<b>A6.1.5</b>	<b>MATERIALS</b>	
			<b>A6.1.5.5 Reinforcing steel, tie-bars and dowels</b>	
			<b>a) Dimensions</b>	The dimensions of the steel is as follows: Reinforcing Mesh, Ref 193  The dimension detail is also indicated on the following Drawings: Drawing No: LCE-L103-TD-RW-26
			<b>A6.1.5.7 Materials for joints</b>	
			<b>b) Silicone sealant</b>	
			<i>(vii) Sealant.</i>	The joint filled with sealant detail is indicated on the following Drawings: Drawing Number : LCE-L103-TD-RW-26
			<i>(iv) Materials for cleaning, repairing and resealing of existing joints and cracks</i>	The requirements for resealing of existing joints or cracks shall comply with the requirements of Chapter 7 (section 7.1)
		<b>A6.1.6</b>	<b>CONSTRUCTION EQUIPMENT</b>	
			<b>A6.1.6.6 Texture grooving equipment</b>	Broom finish for the walkway.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
		<b>A6.1.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A6.1.7.1 Preparing the Underlying Layers</b>	
			<b>a) General</b>	Natural Gravel of at least 150mm G6 compacted to 95% MDD for the Subbase C4 Stabilised layer  Natural Gravel of at least 150mm G7 compacted to 93% MDD for the Subgrade layer
			<b>A6.1.7.3 Placing, Compacting and Finishing Concrete</b>	
			<b>a) General requirements for both side-form and slip-form paving</b>	
			<i>(x) Surface texturing</i>	The pavement surface shall be further textured by means of a grooving comb.
			<b>A6.1.7.4 Joint forming</b>	
			<b>a) Construction joints</b>	The joint detail is indicated on the following Drawings: Drawing Number : LCE-L103-TD-RW-26
		<b>A6.1.8</b>	<b>WORKMANSHIP</b>	
			<b>c) Construction tolerances</b>	
			<i>(vii) Surface regularity</i>	The surface regularity shall be measured with either an Inertial High speed profilometer (IRI) or a Direct Contact Device (IRI).

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				The rolling Straight Edge or 3,0m straight edge will only be used in areas inaccessible to the above instruments.
		<b>A6.2.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A6.2.7.1 Preparing the underlying layers.</b>	The underlying road pavement layerworks shall be constructed and prepared in accordance to COTO Chapter 4 and Chapter 5

## - COTO CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
8			<b>PRETREATMENT AND REPAIR OF EXISTING LAYERS</b>	
	<b>A8.1</b>		<b>PRIME COAT</b>	
		<b>A8.1.3</b>	<b>GENERAL</b>	
			<b>A8.1.3.1 Weather limitations</b>	The limiting moisture contents for all treated layerworks except BSM2 before priming shall be 30% of OMC
		<b>A8.1.5</b>	<b>MATERIALS</b>	
			<b>A8.1.5.1 Bituminous material</b>	<p>The priming material shall be one of the following as specified in Part C: Measurement and Payment: C8.1.1</p> <p>Two priming materials will be tested for use onsite as listed here and the most efficient one will be chosen</p> <p>MC -30 cut-back bitumen</p> <p>Inverted bitumen emulsion</p>
		<b>A8.1.7</b>	<b>EXECUTION OF THE WORKS</b>	
			<b>A8.1.7.5 Opening to traffic</b>	A blinding layer is specified in the drawings and in areas with a few vehicular trips as instructed by the Engineer.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
	B8.1		PRIME COAT PART B: LABOUR ENHANCEMENT	

## - COTO CHAPTER 10: SURFACE TREATMENTS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
10			<b>SURFACE TREATMENTS</b>	
	<b>A10.1</b>		<b>GENERAL REQUIREMENTS FOR SURFACE TREATMENTS</b>	
		<b>A10.1.3</b>	<b>GENERAL</b>	
			<b>A10.1.3.2 Weather limitations</b>	The Seal Embargo Period is the period during the months of April, May, June, July, August and September
			<b>Table A10.1.3-1</b>	



## - COTO CHAPTER 11: ANCILLARY ROAD WORKS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
11			ANCILLARY ROAD WORKS	
	A11.1		PITCHING, STONEMASONRY, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	
	A11.4		ROAD RESTRAINT SYSTEMS	
		A11.4.1	SCOPE	Vehicle Restraint Systems consisting of precast concrete barriers (bollards) with material properties shown in the drawings.
		A11.5.7	EXECUTION OF THE WORKS	
			A11.5.7.7 Erecting special purpose fencing	Fencing on the existing homes that will be relocated will be reinstated
	D11.5		<b>FENCING</b> <b>PART D: GUARANTEES AND COMPLIANCE CERTIFICATES</b>	Guarantees and compliance requirements (performance and functional) for the concrete palisade fence shall be according to the drawings.
	A11.6		ROAD SIGNS	
		A11.6.1	SCOPE	No alternative standard shall be used in the installation of traffic signs.
		A11.6.5	MATERIALS	
			A11.6.5.2 Materials	
			a) Structural steel	Clause A11.6.7.2 a) applies.
			d) Other plate material	No other plate material will be acceptable
			m) Alternative materials	No alternative materials will be acceptable for road signage
		A11.6.7	EXECUTION OF THE WORKS	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			<b>A11.6.7.1 Classification of Materials</b>	Overbreak in width or depth shall be in filled by the Contractor and shall not be measurable for payment.
			<b>A11.6.7.2 Manufacturing of road signboards and supports</b>	
			<b>d) Galvanizing</b>	Galvanised steel shall not require painting.
			<b>A11.6.7.3 Road sign faces and painting</b>	
			<b>A11.6.7.5 Erecting road signs</b>	
			<b>a) Position</b>	Position of road signs are indicated in drawings.
			<b>b) Excavation and backfilling</b>	Details are shown in the drawings.
			<b>A11.6.7.7 Dismantling, storing and re-erecting existing road signs</b>	Existing road signs that are indicated for replacement as shown in the drawings shall be dismantled The dismantling of signs will include sign panels and ground mounted sign supports.
	<b>C11.6</b>		<b>ROAD SIGNS PART C: MEASUREMENT AND PAYMENT</b>	
			<b>ii) Notes on measurement and pay items</b>	Measurements for excavations will be taken from the ground surface
			<b>iii) Items that will not be measured separately</b>	No separate payment will be made for backfilling excess excavations or disposing of surplus material etc.

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
	<b>A11.7</b>		<b>ROAD MARKINGS AND ROAD STUDS</b>	
		<b>A11.7.5</b>	<b>MATERIALS</b>	
			<b>A11.7.5.2 Materials</b>	
			<b>a) Marking materials</b>	
			<b>(ii) Retro-reflective road marking</b>	Water-borne paint compliant with SANS 731-2. Two applications of paint shall be done: First application two weeks after Slurry seal has been laid; second application at end of defects liability period.
			<b>(iii) Thermoplastic road marking material</b>	
			<b>b) Road studs</b>	The road studs to be used shall be RSA-2 as shown on the drawings and/or specified by the Engineer.
	<b>A11.8</b>		<b>LANDSCAPING AND PLANTING PLANTS</b>	
		<b>A11.8.5</b>	<b>MATERIALS</b>	
			<b>A11.8.5.2 Materials</b>	
			<b>b) Fertiliser/soil-improvement material</b>	No fertilizer/soil-improvement material to be used.
			<b>d) Grass seeds</b>	Not required.
			<b>e) Trees and shrubs</b>	Not required.
			<b>Grass sods</b>	
			<b>Nursery grown sods</b>	

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			g) Manure	

## - 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

- SANRAL STANDARD SPECIFICATION SECTIONS

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

	<b>C1012</b>	<b>PROJECT SPECIFIC CONDITIONS</b>	<ol style="list-style-type: none"> <li><b>1. The Contractor will be bound by the terms of this EMPI regardless that some of them might not be part of an EMPr authorised by a competent authority.</b></li> <li><b>2. It is intended that this standard EMPI be the base document for the development of the draft of each EMPr that is to accompany each application to the relevant competent authority.</b></li> <li><b>3. The EAP's identification of an activity requiring inclusion of mitigation or action in the EMPr should preferably use verbatim the relative text in this EMPI. However, if the EAP can show that his/her version is an improvement then the Engineer in liaison with the relevant project manager should be aware of the amendment and approve the change.</b></li> <li><b>4. It is preferable to improve this EMPI than create different versions of the same mitigation. Proposals for improvement are encouraged.</b></li> <li><b>5. This section of the EMPI should be used by the EAP to record site specific activities and proposed mitigation measures. A graphic display of these will be a useful visual aid.</b></li> <li><b>6. If applicable also add the following requirements:</b> The Employer will consider monitoring and reporting in terms of a sustainability rating toll and the Contractor will be required to engage through its appointed DEO with the ECO to provide all the relevant information.</li> </ol>
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<b>SECTION D</b>		<b>STAKEHOLDER AND COMMUNITY LIAISON AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT</b>	
	<b>D1002</b>	<b>DEFINITIONS AND APPLICABLE LEGISLATION</b>	
		<b>D1002.01 Definitions</b>	
		(p) Target Area(s)	For Targeted Labour: <b>Ga Phasha and Ga Mampa villages</b> , and the entire Ward which falls under the Fetakgomo-Tubatse Local Municipality and Sekhukhune District Municipality.
		(u) 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
	<b>D1003</b>	<b>TARGET GROUP PARTICIPATION</b>	
		<b>D1003.04 Contract Participation Goal (CPG)</b>	

		<b>CPG for Targeted Labour:</b>	Minimum of 10% of the Final Contract Value by the end of the contract to Targeted Labour The Final Contract Value is defined in clause D1003.04. The Final Contract Value include the value of scheduled work and extra work but exclude any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT
		Targeted Labour minimum contributions by the following Target Groups:	
		a. black designated groups;	40% of targeted labour value
		(i) Black people who are youth	
		(ii) Black people who are persons with disabilities	0.5% of targeted labour value
		b. Black women;	40% of targeted labour value

		<p><b>CPG for Targeted Enterprise</b></p>	<p><b>Sub-contracting of the work in Pricing Schedules A (Training and Construction Management) and C (Stakeholder and Community Liaison) to Targeted Enterprises:</b></p> <p>If the Tenderer is an EME, no mandatory subcontracting is required.</p> <p>If the Tenderer is a QSE and Generic Entities , it is a requirement of this project that the successful Tenderer subcontract a minimum of 40% of the work by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data.</p> <p>It is a requirement of this project that the successful Tenderer subcontract a minimum of 80 percent (80%) of the work by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data</p> <p><b>Sub-contracting of the work in Pricing Schedule B (Construction of the Works) to Targeted Enterprises:</b></p> <p>It is a requirement of this project that the successful Tenderer, irrespective of its B-BBEE contributor level and designated sector (EME, QSE or Generic), subcontract the following percentages of the work in Pricing Schedule B to Targeted</p>
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			<p>Enterprises, as defined in the Specification Data, by the end of the Contract:</p> <p>If the tendering entity has less than 51% black ownership, a minimum of ninety percent (90%) of the work shall be subcontracted to Targeted Enterprises.</p> <p>If the tendering entity has equal to, or more than, 51% black ownership, a minimum of eighty-five percent (85%) of the work shall be subcontracted to Targeted Enterprises.</p> <p>If the tendering entity has equal to, or more than, 51% black women or black youth ownership, a minimum of eighty percent (80%) of the work shall be subcontracted to Targeted Enterprises.</p> <p>The Final Contract Value include the value of scheduled work and extra work but exclude any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT.</p>
		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	
		iv) Targeted Enterprise with ≥51% ownership by Disabled persons (Differently abled)	
		v) Targeted Enterprise with CIDB 1 or 2 grading	Minimum of 10% of the Final Contract Value
		vi) Targeted Enterprise with CIDB 3 or 4 grading	Minimum of 10% of the Final Contract Value
	<b>D1009</b>	<b>WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES</b>	<ul style="list-style-type: none"> <li>• Plant hire</li> <li>• Traffic accommodation</li> <li>• Supply of construction materials,</li> <li>• Installation of concrete bollards</li> <li>• Erection and maintenance of the contractor's camp site, and laboratory</li> <li>• Construction of concrete walkway, kerbs, and channels,</li> <li>• Construction of roadbed, and subbase</li> <li>• Manufacture of pre cast concrete elements, e.g kerbs , and bollards</li> <li>• Construction of concrete side drains, and concrete drift.</li> <li>• Relocation/protection of services</li> <li>• Landscaping, and Finishing of the road and road reserve,</li> <li>1. • Cartage of materials</li> </ul>

<b>SECTION E</b>		<b>REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS</b>	
	<b>E1018</b>	<b>PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS</b>	Provided in Section E1000.
<b>SECTION F</b>			Not Applicable

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL S.002-002-2018/1

COMMUNITY DEVELOPMENT AND SMALL CONTRACTOR TRAINING AND DEVELOPMENT ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

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## **SECTION C: ENVIRONMENTAL MANAGEMENT PLAN**

## **SECTION C: ENVIRONMENTAL MANAGEMENT PLAN**

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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 policy has developed this Environmental Management Plan (EMPI) as a tool for continual improvement in environmental performance.

This EMPI prescribes the methods by which proper environmental controls are to be implemented by the Contractor. 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 (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as the Defects Notification Period (maintenance period).

The provisions of this EMPI 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 Environmental Management Programme (EMPr). In the event that any conflict occurs between the terms of the EMPI and the project specifications or environmental authorisation, the terms herein shall be subordinate.

The EMPI 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 EMPI and/or environmental authorisation cannot occur without being submitted to SANRAL who will manage the process of amending the EMPI.

The EMPI 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 regulations. 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 the National Department of Environmental Affairs, (DEA), 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 Programme (EMPr):** the embodiment of this EMPI to ensure that undue or reasonably avoidable adverse impacts of a development are prevented, and to ensure that positive impacts are enhanced. It thus addresses the how, when, who, where and what of integrating environmental mitigation and monitoring measures through identified projects.

**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 relevant 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 EMPI, the site includes areas outside of, but adjacent to, the road reserve that may be affected by construction activities.

**Spoil material:** is material 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 is considered as waste material that 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 EMPI, 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 EMPI are legally binding in terms of this contract. In the event that any rights and obligations contained in this EMPI 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 EMPI 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 EMPI 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 EMPI, 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 EMPI shall be included.

The Contractor shall receive and implement any instruction issued by the Engineer relating to compliance with the EMPI 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 EMPI 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 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 EMPI. 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 diploma 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 EMPI the DEO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits.

**(e) Environmental Control Officer (ECO)**

The Environmental Control Officer (ECO) is an independent environmental specialist appointed by 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 EMPI 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; and
- (iv) The environmental benefits of improved personnel performance.

**(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 commonest 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**

<b>Aspect</b>	<b>Impact</b>
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 &/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 the General Authorisation.

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 instruct 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 means such as water spray vehicles 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 undertake a study 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 in this study, 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 wetland 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 Agriculture, Forestry and Fisheries.

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



served on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer.

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. 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. 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 'waste' 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 strictly 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 the 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 considered to be 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 EMPI. 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. 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 EMPI, 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 the 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 500m 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 reinstated 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 relevant 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 EMPI, 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 EMP. 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 EMPI, 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**

**TABLE 7/1: MECHANISMS THAT CAUSE ENVIRONMENTAL IMPACTS DURING CONSTRUCTION ACTIVITIES**

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
C1.4	Camp Establishment	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	
C1.4	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	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	
C1.4	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust 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	
C1.7	Overhaul	Spillage Storage	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
		Noise/lights Dust control Exhaust fumes Washing waste			Preserve topsoil	
C1.6	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
C3.1	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	
C4.1	Borrow pits	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	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
C4.1 C5.1 C5.3	Stockpiling	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	
C5.1	Mass Earthworks	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	
-C5.13	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust 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	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
C8.1 C10.1	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
C11.4 C11.5 C11.6 C11.7	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	
C13.1 C13.3 C13.4 C13.8	Structures	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	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
C6.1	Concrete pavements etc.	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	



## **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 Employer's 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. *Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.*
2. *SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC.*
3. *Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.*
4. *Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.*
5. *Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of the PLC. The final database to be signed off by the PLC.*
6. *Setup of database of local labour for the target area to be done under the auspices of the PLC. The final list to be signed off by the PLC. An agreed system of labour selection from the database is to be agreed at the PLC.*
7. *Handover of signed-off databases for subcontracting and labour to contractor for open tender process and recruitment respectively done by the PLC.*
8. *Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC.*
9. *Appeals on the tender process to be escalated to SANRAL for an independent review.*
10. *Capability assessments of contractors and suppliers to be done under auspices of the PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage.*
11. *Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.*
12. *Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.*
13. *Formal contracting arrangements to be ensured for all projects.*
14. *Communication to be streamlined through the PLC and used to manage expectations of local business and communities.*

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

## **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 subcontracting.

### **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) Community<sup>1</sup>**

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.

**b) 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.

**c) Contract Participation Goal (CPG)<sup>2</sup>**

- 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, Subcontractors or Targeted Enterprises contract to engage Targeted Labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the Specification Data.

**d) 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 8 for the CPG Plan format.

**e) Contract Participation Performance (CPP)**

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

**f) Contract Skills Development Goals (CSDG)<sup>3</sup>**

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:

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<sup>1</sup> 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.

<sup>2</sup> 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 10845-8:2015, Suite for Construction Procurement, 2015.

<sup>3</sup> CIDB Standard for Developing Skills through Infrastructure Contracts, 23 August 2013.

- 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.

**g) Designated Group<sup>4</sup>**

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

- i) black designated groups;
- ii) black people;
- iii) women;
- iv) people with disabilities; or
- v) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

**h) Labour**

Persons:

- i) who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
- ii) who resides in the Target and Project Area(s); and
- iii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor’s or Subcontractor’s employment policies;
- iv) but who are not Targeted Labour as stated in the Specification Data.

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

**i) Mobilisation Period**

The period from the Commencement Date, which includes the establishment of a presence in the Project Area for the purpose of developing a CPG Plan, developing a Training and Skills Development Programme, and subcontracting of the initial Targeted Enterprise subcontracts, up to just before the commencement of the Permanent Works, which period (duration) is stated in the Contract Data.

**j) 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.

**k) Project Liaison Committee (PLC)<sup>5</sup>**

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

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<sup>4</sup> Preferential Procurement Regulations, 2017, Government Gazette N. 40553, 20 January 2017.

<sup>5</sup> CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.

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

**l) Project Liaison Officer (PLO)<sup>6</sup>**

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.

**m) Stakeholders<sup>7</sup>**

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

- i) Relevant Provincial departments;
- ii) Relevant Municipal departments;
- iii) Traditional authorities;
- iv) Community interest groups;
- v) Organised youth representation;
- vi) Organised women representation;
- vii) Organised disabled people representation;
- viii) Other structured community groups such as religion, education, farming, etc.
- ix) Local transport industry forums, e.g. Bus and taxi;
- x) Business sector forums;
- xi) Road user forums;
- xii) Environmental interest groups;
- xiii) Road safety interest groups;
- xiv) Any other recognised relevant and representative structure.

**n) Subcontractor**

An entity appointed by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

**o) 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.

**p) Targeted Enterprise<sup>8</sup>**

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<sup>6</sup> CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017; CLO definition.

<sup>7</sup> Derived from SANRAL communication Policy, March 2018.

<sup>8</sup> Preferential Procurement Regulations, 2017 Pertaining to the Preferential; Procurement Framework Act, Act no 5 of 2000.

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

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

In addition, Targeted Enterprises must be:

- a. CIDB registered where applicable;
- b. tax compliant prior to award of the subcontract; and
- c. COIDA compliant prior to award of the subcontract.

**q) 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.

**r) 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.

**s) 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.

**t) Targeted Labour<sup>9</sup>**

Persons:

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

**u) Trainee Targeted Enterprise**

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<sup>9</sup> SANS 10845-7:2015, definition 2.12

A Targeted Enterprise as defined in paragraph s) above but which is selected and subcontracted as a Trainee in terms of the Community Development Component associated with the project.

**v) 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.

**w) Training and Skills Development Programme**

The programme which outlines how the Contractor intends to achieve the CSDG targets, as per Part C3, Section D1010 and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts, August 2013, by applying the various training methods described in Part C3, Section D1010.

**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:

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

The following Standards and Practice Notes, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof in this 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, 31 October 2017.

**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 subcontracting.

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) subcontract 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 Targeted Labour Database shall be compiled by the PLO, under the auspices of the PLC and with the inputs of the Department of Labour, for the Target Area(s) as stated in the Specification Data. Once the Database has been signed off by 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 and as agreed with the PLC 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, under the auspices of the PLC, compile a Targeted Enterprise Database from which Targeted Enterprises shall be subcontracted to construct portions of the work as described in this part of Section D of the Specifications.

##### **a) Market Analysis and Resources and Skills Audit**

Following a market analysis and a resources and skills audit of Targeted Enterprises in the Project Area, the Contractor shall apply the CPG Target Group criteria in the Specification Data to compile a **preliminary** Targeted Enterprise Database.

To inform the market analysis and resources and skills audit, the Contractor shall use the National Treasury's Central Supplier Database (CSD) which can be obtained from the Employer, as well as the CIDB contractor database.

##### **b) Call for an Expression of Interest**

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

##### **c) Preliminary Targeted Enterprise Database**

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

The purposes of the Preliminary Targeted Enterprise Database are:

- i) for the Contractor to determine if the required resources and skills to execute the identified Targeted Enterprise work packages are available in the Project Area(s);



- ii) for the PLC to verify that Targeted Enterprises on the Preliminary Targeted Enterprise Database are authentic in terms of the Specification Data and other Database criteria agreed with the Contractor, and
- iii) for the PLC to alert prospective Targeted Enterprises that are not on the Preliminary Database of the opportunity.

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

#### d) **Final Targeted Enterprise Database**

Once the Preliminary Targeted Enterprise Database has been accepted by the 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 signed off by 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 subcontract tender or group of similar subcontract tenders are to be let for Targeted Enterprise work packages.

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

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

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

The value of the Provisional Sum scheduled under item D10.05 will not necessarily make up the full value of the work required to meet the minimum target set by the Employer for Targeted Enterprises. It is the Contractor's responsibility to assess the work required to meet the targets and, if necessary, to engage additional Targeted Enterprises to execute work on the Contract as well to ensure that the minimum targets are achieved.

#### **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:

$$\begin{aligned} \text{CPP} &= \text{CPG}_{\text{Actual}} \\ &= \text{total monetary value (excluding VAT) of Targeted Labour employed by the Contractor} + \text{total monetary value (excluding VAT) of Targeted Enterprises contribution, including Targeted Labour employed by the Targeted Enterprises.} \end{aligned}$$

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

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

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

##### **a) CPP Bonus**

$$\text{The bonus} = 0.05 \times (\text{CPP} - \text{CPG}_{\text{Total}})$$

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

##### **b) CPP Penalties**

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

$$\text{Penalty Targeted Labour} = 0.15 \times ((\text{TL} - \text{TG}) + \text{Sum}(\text{TL}_n - \text{TG}_n) - 1.2 \times \text{L dp})$$

Where:

$n$  = Each lowest order subgroup of Targeted Labour stipulated in the Specification Data.

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TL	= Monetary value of the Targeted Labour calculated at the percentage stipulated in the Specification Data applied to the final contract value (excluding VAT).
TG	= Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Subcontractors.
L dp	= Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Subcontractors.
$(TL_n - TG_n)$	= The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

Penalty Targeted Enterprises =  $0.15 \times ((TE - TGE) + \text{Sum } (TE_n - TGE_n) - 1.2 \times TE_{mv} - 1.2 \times TE_{dp})$

Where:

$n$	= Each lowest order subgroup 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 (excluding VAT).
TGE	= Cumulative monetary value (excluding VAT) by Targeted Enterprises subcontracted to the contract by the Contractor and 50% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.
TE mv	= Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.
TE dp	= Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, subcontracted to the Contract by the Contractor.
$(TE_n - TGE_n)$	= The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

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

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

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

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

#### **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 subcontracting, as well as its associated risks, shall remain the sole responsibility of the Contractor.

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

## **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.

Appendix 9 - SANRAL Project Liaison Committee Guidelines, is included in Part C4 of the Contract for ease of reference.

### **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 "Checklist for PLCs and PLOs", attached as Appendix 9 - *Project Liaison Committee and Project Liaison Officer Forms*, which shall be provided to the Contractor by the Engineer. While the Employer holds its own staff accountable for the deliverables listed in the checklist, the Contractor and the Engineer shall assist the Employer in accomplishing the deliverables.

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

#### **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.

PLC meetings shall be chaired by the Employer which will typically be the Employer's Project Manager or a staff member with decision-making delegation. The Engineer's staff shall provide a secretarial service to take minutes of PLC meetings.

Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

##### **b) Duties of the PLC**

The SANRAL Project Liaison Committee Guidelines requires of the PLC to execute specific duties during the design and construction phases of the project.

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

- 1) have no private or business interests in any of the subcontract tenders tabled to the PLC or considered in this contract.
- 2) shall recuse themselves from discussions that deal with a subcontract tender if any other member is of the opinion that a member's participation in deliberations, which is rightly or wrongly construed as improper or irregular, may lead to the award of a subcontract to a tenderer known to the member or to the member itself.
- 3) recuse themselves from the operations of the PLC following a situation as described in paragraph 2) above and shall cease to be a PLC member for this contract.
- 4) during the process neither deliberately favoured nor prejudiced a person or tenderer, as intended or contemplated in treasury Regulation 16, A8.3 (a), (b) & (c).
- 5) accept that all information, documentation and decisions regarding any matter serving before the PLC are confidential and undertake not to communicate decisions or discussions of PLC meetings to external or internal parties unless so directed and approved by the Project Manager

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

The PLC shall execute the following duties:

##### **i) Project Design Stage**

- 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 SANRAL Project Liaison Committee Guidelines and agree on the duties of, and procedures to be followed by, the PLC to fulfil its duties.  
**Note:** The principles of the Guidelines shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
- c. Act in accordance to 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 subcontracted respectively.
- h. Assist the Engineer to identify the project's Target Groups for inclusion in the Tender Documents and sign off the identified Target Groups.

ii) Project Construction Stage

- 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 subcontract Targeted Enterprises.
- d. Sign off the Databases compiled by the PLO and the Contractor from which Targeted Labour will be selected and employed and Targeted Enterprises will be subcontracted respectively.
- e. Verify that the criteria and methodologies applied by the Contractor to select and employ Targeted Labour and subcontract Targeted Enterprises are executed in a fair and transparent manner and are within Government legislation and regulations and the Employer's Policies.
- f. Verify that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises are applied in a fair and transparent manner and according to the Employer's employment and subcontracting requirements.
- 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 parties 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. 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.

#### **D1004.04 Project Liaison Officer**

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

##### **a) Appointment of the PLO**

The PLO is appointed by the Engineer under the auspices of the PLC and in accordance to the Employer's criteria for a PLO.

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

##### **b) Duties of the PLO**

The SANRAL Project Liaison Committee Guidelines requires of the PLO to execute specific duties during the design and construction phases of the project. These duties include the following:

- i) Except for taking the minutes of PLC meetings which is a duty of the Engineer, the PLO shall provide a secretariat function to the PLC which includes, amongst others, the following:
  - 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.

## **D1005 MOBILISATION PERIOD**

The Mobilisation Period starts at the Contract Commencement Date, which includes the establishment of a presence in the Project Area for the purpose of developing a CPG Plan, developing a Training and Skills Development Programme and subcontracting of the initial Targeted Enterprise subcontracts and ends just prior to the Commencement of the Works. Its duration is defined in the Contract Data.

Access to site for the Commencement of the Permanent Works shall only be issued once the CPG Plan has been accepted and the initial Targeted Enterprise subcontracts have been let.

### **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;
- 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 the Contract Documentation, Part C3, Section D1010;
- d) follow the processes prescribed in this Section D to employ the initially required Targeted Labour and enter into the first subcontracts with Targeted Enterprises; and
- e) provide the training required by Targeted Labour and Targeted Enterprises to commence with the construction of the Works.

#### **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 8 - Contract *Participation Goal (CPG) Plan Format* 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.

An extension of the Mobilisation Period will not form grounds for an extension of the Contract duration and hence, any costs incurred by the Contractor for an extension of the Mobilisation Period shall be for the Contractor's cost.

Should an extension of the Mobilisation Period result in a delay of the Contract, the Employer's delay penalties shall apply.

##### **b) Compile a Training and Skills Development Plan**

The Contractor shall compile an acceptable Training and Skills Development Plan, which sets out how he intends to achieve the various CSDG targets as per the Contract Documentation, Part C3, Section D1010 and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts August 2013.

The Training and Skills Development Plan shall provide the detail of the training methods selected for implementation as described in clause D1010.05 and shall include an execution programme for acceptance by the Engineer, which shall demonstrate its correlation with the Works Programme.

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

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

**c) Subcontracting of Targeted Enterprises**

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

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

**d) Employment of Targeted Labour**

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

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

**e) Training Requirements**

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

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

**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 subcontracting.

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

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

#### **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 Subcontracting**

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

##### **b) Targeted Labour Employment**

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

##### **c) Target Group Training Requirements**

- i) Make recommendations to the Contractor in identifying the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes.

- ii) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

## **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 subcontracting of Targeted Enterprises based on the Employer's Contract Participation Goals, the Contractor shall follow the prescripts of this Section D.

### **D1007.01 Targeted Enterprise (TE) Procurement Coordinator**

The Contractor shall appoint a TE Procurement Coordinator to facilitate the subcontracting 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 subcontract a dedicated TE Procurement Coordinator, whose sole responsibility will be the management of Targeted Enterprise procurement and subcontracting matters.

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

Under the auspices of the PLC, the TE Procurement Coordinator shall conduct the tender processes and procedures for Targeted Enterprise subcontracting as prescribed in this Section D and shall adhere to the Employer's and Government's Supply Chain Management Policies and requirements as set out in the Contract Documentation. Part C3, Section D.

### **D1007.02 Procedures for Targeted Enterprises Subcontracting.**

The Contractor shall utilise the Employer's proforma tender and contract document for Targeted Enterprise subcontracting. The proforma subcontract document is attached as Appendix 11 - *Proforma Sub-contract Document for Targeted Enterprises* and an electronic version will be provided to the Contractor on award.

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

#### **a) Tender Preparation**

- i) Compile preliminary list of subcontracting work packages.

Based on the 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 subcontracted to Targeted Enterprises.

The Contractor shall refer to the construction activities that has 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 subcontractor 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.

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 bench-mark 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 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 subcontracting (see Appendix 11) - *Proforma Sub-contract Document for Targeted Enterprises*.

In compiling the subcontract tender documents, the Contractor shall include in each tender document relevant Conditions of Tender and the FIDIC subcontract agreement. The Contractor shall compile each subcontract tender document in a manner that facilitates the achievement of all objectives and principles pertaining to the development of the Targeted Enterprises.

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

**b) Tender Process**

i) Advertise the subcontract packages.

The Contractor shall advertise and invite tenders from Targeted Enterprises for the respective subcontract packages. Advertisements shall be placed in local newspapers, on community notice boards and any other place or medium as agreed with the PLC.

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

ii) Conduct a tender briefing and tender training session.

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

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

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

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

Name TBA  
Cell phone TBA  
E-mail TBA

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 to print out a list from National Treasury's CSD, of entities that adheres to the Targeted Enterprise Database criteria. This list shall become the Final Targeted Enterprise Database for relevant subcontract tender and shall be submitted to the PLC for sign-off.

c) **Tender Evaluation**

The Contractor shall evaluate the tenders and it shall be a condition of tender that tenders will only be accepted from Targeted Enterprises that fully comply with the definition of a Targeted Enterprise as described in the Contract Documentation, Part C3, Section D.

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.  
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 11) - *Proforma Sub-contract Document for Targeted Enterprises* 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 CE 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 subcontract package to the Employer and the Engineer and thereafter table it to the PLC prior to award of the subcontract.

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

i. 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 tenderers rates and total sum and remunerate the sub-contractor from the lump sum which the Contractor has tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise sub-contractors. The Contractor shall not pay rates or tender sums that is more than 15% higher than what are deemed market related by the Engineer.

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. 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

ii. 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.

iii. 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, towards all Targeted Enterprises subcontracted in terms of the CPG as stated in the Specification Data.

**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, with an emphasis on D1008 and D1010.

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

**a) TE Construction Manager's Qualifications and Experience**

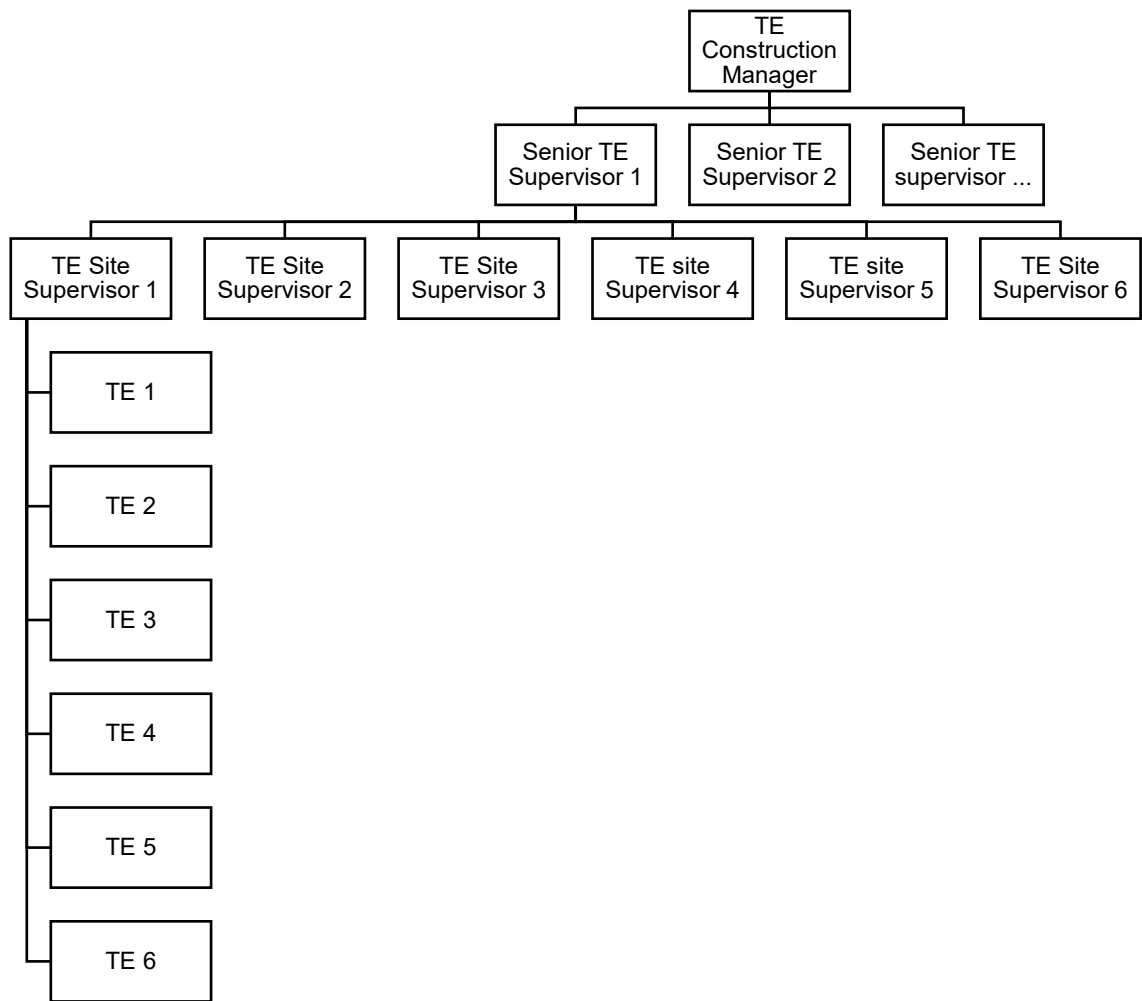
The TE Construction Manager shall have as a minimum a National Diploma: Management of Civil Engineering Construction Processes (NQF Level 5) or an equivalent qualification.

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.

**b) 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;
- c) Provide support and any other identified and approved assistance to ensure that the Targeted Enterprises meet their obligations and commitments with respect to their subcontracts, and
- d) Ensure that the CPG objectives are achieved.

#### **D1008.03 Subcontract Agreements**

The Contractor shall conclude subcontract agreements with each subcontracted Targeted Enterprise. The subcontract agreement shall be the FIDIC subcontract agreement and shall be in accordance with the provisions of amended sub-clause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of this Contract.

##### **a) Special Conditions of Contract**

The following Special Conditions of Contract shall be included in the subcontract agreement:

- i) The Targeted Enterprise's entitlement to receive the training contemplated in this Contract;
- ii) The Targeted Enterprise's obligation to participate and co-operate in the training provided for in this Contract;
- iii) The allowable sources from which Labour may be drawn in terms of the Contract;
- iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged on the Contract;
- v) The training to be provided to the Targeted Enterprise's workforce;
- vi) The terms and conditions related to payment of the Targeted Enterprise;
- vii) Sanctions in the event of failure by the Targeted Enterprise to comply with the terms and conditions of the subcontract agreement; and
- viii) Dispute avoidance and resolution procedures.

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

**b) Monitoring of Subcontract Agreements by the PLC**

The proforma subcontract agreement for each group of work packages shall be tabled to the PLC for their information. Special Conditions of Contract, in addition to those listed in a) above shall be developed under the auspices of the PLC.

The PLC may at any stage during the Contract request proof that subcontract agreements were entered into with the subcontracted Targeted Enterprises. The PLC may also request insight into the Conditions of Subcontract and Subcontract Data.

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

A copy of each subcontract agreement shall be filed with the 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 PC1.3.1 of the COTO specification payment items, i.e.:

- C1.3.1.1 paid in 3 instalments of 50%, 35% and 15%;
- C1.3.1.2 paid as a percentage of the total value progressively per certificate;
- C1.3.1.3 paid monthly for the sub-contractor's contract duration.

**D1008.05 Quality of Work and Performance of Targeted Enterprises**

**a) Ensuring Quality of Work and Performance**

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

**b) Failure by the Targeted Enterprise to Comply**

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

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

**c) Assist the Targeted Enterprise to Make Good**

The Contractor shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract agreement has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

**D1008.06 Dispute Avoidance and Resolution Procedures**

When any disputes arise, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract agreement. If such action is contemplated, it shall be discussed with the Engineer and tabled to the PLC before any action is taken.

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

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

The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor or the Engineer. Provided that, unless the Targeted Enterprise shall, within 21 calendar days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to the relevant clause(s) in the subcontract agreement, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.



## **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) Clearing and grubbing.
- c) Removal of trees.
- d) Provision of traffic control facilities.
- e) Management of traffic control facilities and traffic safety as part of the accommodation of traffic.
- f) Construction and clearing of drains.
- g) Installation of prefabricated culverts including inlet and outlet structures.
- h) Concrete channelling and concrete linings for open drains.
- i) Construction of concrete paving, kerbs and channels.
- j) Construction of small concrete and other structures.
- k) Construction of concrete walkways.
- l) Pitching, stonework and protection against erosion.
- m) Construction of gabions.
- n) Patching and repairing edge breaks.
- o) Erection of guardrails.
- p) Landscaping.
- q) Fencing.
- r) Road signs.
- s) Road markings.
- t) Finishing the road and road reserve.
- u) Site Security Services.
- v) Haulage of materials.
- w) Supply of plant.
- x) Supply of fuel.
- y) Specialised subcontract work such as:
  - i) Construction of concrete pavements.
  - ii) Laying of asphalt using asphalt pavers.
  - iii) Structural concrete such as culvert and bridges.
  - iv) Crushing of materials.
  - v) Precast manufacture.
  - vi) Batch plant erection and operations.
  - vii) Earthworks, layerworks construction.
  - viii) Structural steel fabrication, erection.

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

- a. Concrete sidewalks.
- b. Side drains.
- c. Clearing and grubbing.
- d. Construction and clearing of drains.
- e. 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**

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~~Other than providing training to Trainee Targeted Enterprises as provided for in Part C3, Section A1004 to A1009, the Contractor's Training and Skills Development Programme (see Part C3, Section A1004) shall also make provision for the training of other Targeted Enterprises and Targeted Labour.~~

~~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~~

#### **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**

Prior to developing the Training and Skills Development Programme(s), the Contractor shall conduct a skills audit and analysis of its own employees and those of its Subcontractors to determine their levels of education, existing qualifications, and skills sets. The outcome of the skills audit and analysis shall be used to develop a Training and Skills Development Programme(s) that will benefit both the employee and the Construction Industry at large.

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

#### **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 whom are registered, with the Construction Education Training Authority (CETA). Proof of accreditation and registration shall be current, valid and list the NQF levels and Unit Standards for which the entity and its staff are accredited.

**b) Qualifications and Experience of the Training Service Provider**

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

**TABLE 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 required to become economically involved in the execution of the Works as soon as possible.

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

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

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

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

- 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 employees and Subcontractors. This information shall guide the Training Service Provider in formulating the Trainee selection methodology(ies) and process(ess). The Training Service Provider shall make provision for:

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

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

It should be noted that where this section refers to the selection and training of Trainees, any person, employed by any national, provincial or local authority, being it full time or part time, is expressly excluded from being considered for this training.

**c) Learning Material**

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

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

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

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

**d) Student Experiential Training or Learnerships or Internships**

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

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

Reporting on training progress of each student shall be compiled according to the formats and intervals set by the relevant academic institution.

### e) 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

This Contract is a Community Development Project with the aim to enhance the utilisation and development of local resources in the Project Area. The Works shall thus be constructed by labour enhanced construction methods in as far as it is possible and feasible.

Where the specified work allows for a choice between mechanical or labour enhanced means, the latter shall be utilised.

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.

## D1012 MEASUREMENT AND PAYMENT

**Item** **Unit**

### D10.01 Target Group Participation

(a)	Contract Participation Performance bonus.	Prime Cost (PC) Sum
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The prime cost sum for item D10.01(a) shall cover any CPP bonus due as specified in clause D1003(e). 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 item D10.03(a) shall be the number of individual subcontract agreements concluded with Targeted Enterprise sub-contractors and suppliers in accordance with the procurement process described in this Section D.

The tendered monthly rate for subitem D10.03(a) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of subitem D10.03(a) and the full contents of this Section.

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.

**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 subitem D10.04(a) shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management, support, coaching, guidance, mentoring and supervision of the Targeted Enterprise subcontractors.

The tendered monthly rate for subitems D10.04(b) 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 subitem D10.04(a) and the full contents of this Section.

**Item** **Unit**

**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 (Prov) sum
(b)	Handling costs and profit in respect of payment associated with subitem D10.05(a).	Percentage (%)
(c)	Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors.	Lump Sum (LS)
(d)	Preliminary and General Obligations of Targeted Enterprise subcontractors appointed in terms of Section D.	Lump Sum (LS)

Expenditure under subitems D10.05(a) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The provisional sum for subitem D10.05(a) is provided to cover the cost of the 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. Expenditure under subitem D10.05(a) shall be limited to the provisional sum amount stated in the Pricing Schedule. Construction works by Targeted Enterprise subcontractors 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 subitem D10.05(b) is the percentage of the amount actually spent under subitem D10.05(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise subcontractors, which are not provided for in other pay items.

The Lump Sum tendered under item D10.05(c) is for fluctuation of the Targeted Enterprise subcontractor rates in excess of the contractor's tendered rates, for work not paid under items D10.05(a). Payment of the lump sum shall be on a prorata basis to provide compensation for the fluctuation between the tendered rates of the Main Contractor and that of the Targeted Enterprise subcontractors until the lump sum is depleted. Any costs incurred due to fluctuation in tendered rates in excess of that tendered for under item D10.05(c) will be for the Contractor's account. Item D10.05(c) is applicable where the Target Enterprise subcontractor's tender amount is higher than the Main Contractor's tender amount. The lump sum will cover the fluctuation for all the tendered rates of the subcontractors.



The Lump Sum tendered under item D10.05(d) is for the Preliminary and General Obligations of Targeted Enterprise sub-contractors (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 in excess of that tendered for under item D10.05(d) will be for the contractor's account.

Item	Unit
<b>D10.06 Training, coaching, guidance, mentoring and assistance</b>	
(a) Accredited occupational qualification training	
(i) Stipend/wages for unemployed learners	Prime Cost (PC) Sum
(ii) Handling costs and profit in respect of payment associated with sub-item D10.06(a)(i).	Percentage (%)
(iii) Mentorship and other costs	Person Month
(b) TVET college graduates and apprenticeships	
(i) Stipend/wages for unemployed learners	Prime Cost (PC) Sum
(ii) Handling costs and profit in respect of payment associated with sub-item D10.06(b)(i).	Percentage (%)
(iii) Mentorship and other costs	Person Month
(c) P1 and P2 learners and learners with a 240 credits qualification	
(i) Stipend/wages for unemployed learners	Prime Cost (PC) Sum
(ii) Handling costs and profit in respect of payment associated with sub-item D10.06(c)(i).	Percentage (%)
(iii) Mentorship and other costs	Person Month
(iv) Travel and Accommodation	Prime Cost (PC) Sum
(v) Handling costs and profit in respect of payment associated with sub-item D10.06(c)(iv).	Percentage (%)
(d) Candidates with 360 credits or more qualification	
(i) Stipend/wages for unemployed learners	Prime Cost (PC) Sum
(ii) Handling costs and profit in respect of payment associated with sub-item D10.06(d)(i).	Percentage (%)
(iii) Mentorship and other costs	Person Month
(iv) Travel and Accommodation	Prime Cost (PC) Sum
(v) Handling costs and profit in respect of payment associated with sub-item D10.06(d)(iv).	Percentage (%)
(e) Generic skills training	
(i) Stipend/wages for unemployed learners	Prime Cost (PC) Sum
(ii) Handling costs and profit in respect of payment associated with sub-item D10.06(e)(i).	Percentage (%)
(iii) Mentorship and other costs	Person Month
(f) Community training	
(i) Stipend/wages for unemployed learners	Prime Cost (PC) Sum

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(ii)	Handling costs and profit in respect of payment associated with sub-item D10.06(f)(i).	Percentage (%)
(iii)	Mentorship and other costs	Person Month

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The Prime Cost Sums under sub-items D10.06(a)(i), (b)(i), (c)(i), (d)(i), (e)(i), and (f)(i) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The Prime Cost Sums shall cover the monthly stipends and/or wages as prescribed by the Employer to be paid to the relevant categories of unemployed Trainees receiving training and/or workplace training. No provision is made for stipends or wages of employed Trainees and the Contractor must make provision for loss of production for his own employees which are included in the TSDP.

The Percentage tendered for sub-items D10.06(a)(ii), (b)(ii), (c)(ii), (d)(ii), (e)(ii), and (f)(ii) is the percentage of the stipends and wages paid under sub-item D10.06(a)(i), (b)(i), (c)(i), (d)(i), (e)(i), and (f)(i) and shall include full compensation for the Contractor's handling costs, and any other costs associated with the pay-out of stipends and wages, which are not provided for in other pay-items.

The Person Month under sub-items D10.06(a)(ii), (b)(ii), (c)(ii), (d)(ii), (e)(ii), and (f)(ii) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The Person Month shall cover the monthly cost to mentor and/or train a Trainee and shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), learning material, stationery, information technology hardware and software, connection or licence costs, Trainee sustenance, fully furnished and equipped training venue(s), travel and accommodation (if/where required) and any other requirement as described in Section D1010 of the Specifications, and shall include the Contractor's loss of production, handling cost, profit, record keeping, reporting to the Employer and any other body or organisation as required in terms of the mentoring or training category, and all other administrative and overhead costs associated with mentoring and training. No mark-up is payable to the Contractor under this item.

No payment, nor pro rata payment, shall be made for trainees that, once selected, do not attend or only partially complete structured training modules. The Contractor's own staff may attend the training modules provided. However, training of the Contractor's staff shall be considered for measurement and payment purposes within the limits set in Section D1010.02 and if they also qualify as Targeted Labour.

The Prime Cost Sums under sub-items D10.06(c)(iv) and (d)(iv) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The Prime Cost Sums shall cover the travel and accommodation of Trainees in the relevant learning categories and in line with the Employer's Travel, Accommodation and Disbursement Policy. No provision is made for travel and accommodation of Trainees in other learning categories and the Contractor must make provision for travel and accommodation (if required) for these categories in other relevant pay-items.

The Percentage tendered for sub-items D10.06(c)(v) and (d)(v) is the percentage of the travel and accommodation paid under sub-item D10.06(c)(iv) and (d)(iv) and shall include full compensation for the Contractor's handling costs, and any other costs associated with the travel and accommodation, which are not provided for in other pay-items.

## **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.

**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.

**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.

**MSDS** – Material Safety Data Sheet

**Near Hit / Near Miss** – Any occurrence or situation which had the potential for adverse consequences to people, the environment, property, reputation or a combination of these.

**Non-conformance** – Any deviation from work standards, practices, procedures, regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the environment or a combination of these.

**OHS Act** – Occupational Health & Safety Act, 85 of 1993

**Pandemic Disease** - a *pandemic* disease is an *epidemic* disease that has spread over a large area, that is, it is prevalent throughout an entire country, continent, or the whole world.

**Policy** – Statement by an organization of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

**PPE** – Personal Protective Equipment



**Preventive Action** – An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

**Principal Contractor** – An employer appointed by the client to perform construction work and who is in overall control and management of a part of or the whole construction site.

**Procedure** – A specific documented way to carry out an activity or a process.

**Records** – Recorded information, in any form that is kept as evidence. Records include monitoring results, evidence of training, audits, inspections and calibration reports.

**Risk Assessment** – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

**Risk Management** – The ongoing treatment of risks through the application of management policies, processes, procedures and risk control measures.

**Risk** – A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

**Root Cause** – The cause of the incident that, when rectified, will prevent the recurrence of not just incidents with those exact circumstances, but others with similar causes.

**SACPCMP** – South African Council for Project and Construction Management Professions

**SANRAL** - South African National Roads Agency SOC Limited

**Supplier** – A person or company that supplies material or equipment to a contractor on a construction site but does not physically carry out construction work on the construction site.

**The Act** – The Occupational Health and Safety Act No. 85 of 1993

**The Site** – The area where work is carried out for SANRAL as defined on the front page of this document.

**WAH** – Acronym for Working at Heights.

## **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 regularly and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees, 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 conformance
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The Principal Contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a 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:

<b>Appointment</b>	<b>Legal Reference</b>
Assistant to CEO	OHS Act 16(2)
Health and Safety Representative	OHS Act 17(1)
Nominated Health and Safety Committee Member	OHS Act 19(3)
Contractor (Sub-contractor)	CR 7(1)(c)(v)
Construction Manager	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)



<b>Appointment</b>	<b>Legal Reference</b>
Fall Protection Plan Developer	CR 10(1)(a)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Temporary Works Supervisor	CR 12(2)
Excavation Supervisor	CR 13(1)(a)
Demolition Supervisor	CR 14(1)
Competent Person in the use of Explosives	CR 14(11)
Scaffold Supervisor	CR 16(1)
Suspended Platform Supervisor	CR 17(1)
Rope Access Supervisor	CR 18(1)(a)
Material Hoist Inspector	CR 19(8)(a)
Bulk Mixing Plant Supervisor	CR 20(1)
Explosive actuated fastening device Inspector	CR 21(2)(b)
Explosive actuated fastening device cartridge Controller	CR 21(2)(g)(i)
Construction Vehicle & Mobile Plant Operator Authorised	CR 23(1)(d)(i)
Temporary Electrical Installation Controller	CR 24(c )
Stacking and Storage Supervisor	CR 28(a)
Fire Equipment Inspector	CR 29(h)
Incident investigator	GAR 9(2)
Lifting tackle inspector	DMR 18(10)(e)
Ladder inspector	GSR 13(a)
Certified Explosives Manager	ER 12(1)
First Aider GSR	GSR 3(4)
Lifting machine Operator	DMR 18(11)

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/worksites, The Principal Contractor shall ensure that there is at least one trained first aider for every group of 50 employees at the workplace/site. First Aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of an injured person, it is recommended that all work crews have at least one trained first aider, with a fully stocked first aid box, irrespective of the number of people in the work crew. This is especially important when contractors work at great distances from the nearest emergency facility or town. These persons shall be appointed in writing as the first aiders with their certificates attached as proof of competency.

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

In order to ensure prompt response at the emergency facility it is recommended that the W.CI 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 Regulations, GNR. 155 of 2002 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.
- Notification of Construction Work to DoL / Copy of Work Permit
- Proof of COID registration (Letter of Good Standing)
- Contractor Health and Safety Policy statement signed by management
- 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 and Regulations
- Company Organogram depicting Health and Safety Responsibilities, including sub-contractors
- Employee list including copy of IDs and medicals
- Project specific Health and Safety Management Plan agreed with the Employer – See 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 Mandatory 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.

**I) 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/incident.

The Principal Contractor shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident/accident within the Principal Contractors or his Contractors area of responsibility in writing as soon as possible.

Although the accident/incident is reported to the client, the Principal Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Labour. Any road traffic accident must be reported to the relevant authorities.

It is essential that the Principal Contractor demonstrate that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all the Principal Contractors affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the SANRAL Project Manager and or the SANRAL OHS Specialist.

Investigations must be completed for:

- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities

**(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 S.002-002-2018/1, which must be adhered to in addition to minimum legislative requirements.

### **a) Baseline Risk Assessment**

The baseline risk assessment was conducted by the OHS specialist and the following is a list of activities, hazards and risks as following the risk rating methodology shown below:

## Risk rating methodology

RISK RATING					Hazard effect or Consequence		Timeline	Budget	Investment return - NPV loss	Quality	Safety Health	Environment	Legal & Regulatory	Reputation Social Community
15 Significant	19 Significant	22 High	24 High	25 High	5 Catastrophic	May result in overall project timeline overrun of 50% or more	Budget timeline overrun of 50% or more	R5b or more	Significant quality issues that requires sponsorship with significant resource & cost implications for rework	Multiple fatalities/impact on health ultimately fatal	Extreme environmental harm - L3 Incident Irreversible	Legal non compliance with risk of shutdown of operations with significant cost impacts	International impact - international public attention	
10 Medium	14 Significant	18 Significant	21 High	23 High	4 Major	May result in overall project timeline overrun of between 20% & less than 50%	May result in overall project budget overrun of between 20% & less than 50%	R500m to R5b	Significant quality issues that requires senior management interaction	Single fatality or loss of quality life/irreversible impact on health	Major environmental harm - L2 Incident remedial post LOM	Serious legal concerns & significant impact on operations	National impact - national public concern	
6 Medium	9 Medium	13 Significant	17 Significant	20 Significant	3 Moderate	May result in overall project timeline overrun of between 5% & less than 20%	May result in overall project budget overrun of between 5% & less than 20%	R50m to less than R500m	Some quality issues that requires immediate management action	Loss time Injury/Reversible impact on health	Serious environmental harm - L2 Incident remedial within LOM	Some legal concerns with manageable level of impact	Considerable impact - regional public concern	
3 Low	5 Low	8 Medium	12 Medium	16 Significant	2 Minor	May result in overall project timeline overrun of less than 5%	May result in overall project budget overrun of less than 5%	R5m to less than R50m	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Medical treatment case/Exposure to major health risk	Material environmental harm - L2 Incident remedial short term	Minor legal concerns with minor impact	Limited Impact - local public concern	
1 Low	2 Low	4 Low	7 Medium	11 Medium	1 Insignificant	No Impact on overall project timeline	No Impact on the budget of the project	Less than R5m	No Impact on quality	First aid case/Exposure to minor health risk	Minimal environmental harm - L1 Incident	No legal impact	Slight impact - public awareness may exist but no public concern	
1	2	3	4	5	Likelihood			RISK MATRIX						
Rare	Unlikely	Possible	Likely	Almost certain										
The unwanted event has never occurred, has a probability of less than 1% of occurring	The unwanted event has a probability of between 1% & less than 30% of occurring	The unwanted event has a probability of between 30% & less than 60% of occurring	The unwanted event has a probability of between 60% & less than 90% of occurring	The unwanted event has occurred frequently; has a 90% & higher probability of recurring	Probability of the event occurring									

**Key operational activities/risks that will form part of the project<sup>1</sup>**

Description of risk	Risk rating	Potential risk impact	Risk mitigation
Emergency preparedness, contingency planning and response	High 23	Inadequate emergency preparedness, contingency planning and response could result in the inability to effectively respond to emergencies and this could impact negatively on the health and safety of employees and other persons.	<ol style="list-style-type: none"> <li>1. The Contractor to appoint a competent person to act as emergency controller and/or coordinator.</li> <li>2. The principal contractor to conduct an emergency identification exercise and establish what emergencies (such as health, safety, environmental, third party or community related actions etcetera) could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.</li> <li>3. The principal contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.</li> </ol>
First-aid	High 21	Inadequate first-aid arrangements could impact negatively of the ability to respond to first-aid injuries or to stabilise injured employees or other persons that may require advanced health care. This could negatively impact of the injured person's prognosis, recovery and medical costs.	<ol style="list-style-type: none"> <li>1. The principal contractor to provide first-aid equipment and have qualified first-aider(s) on site as required by General Safety Regulation 3 of the OHSACT.</li> <li>2. The contingency plan of the principal contractor to include arrangements for the speedily and timeously transportation of injured and/or ill person(s) to a medical facility or getting emergency medical support to person(s) who may require it.</li> <li>3. The principal contractor to have firm arrangements with his contractors in place regarding the responsibility of these contractor's first-aid arrangements as well as treatment of injured and/or ill employees.</li> </ol>
Security	High 22	Inadequate security arrangements could result in unauthorised access by members of the public that could pose a risk to employees working on this site or could also result in the illegal removal of equipment and/or material from the site or injuries to these members of the public.	<ol style="list-style-type: none"> <li>1. The principal contractor to establish site access rules and implement and maintain these throughout the construction period. Access control must, among others, include the rule that non-employees will not be allowed on site unaccompanied.</li> <li>2. The principal contractor must ensure that no person under the age of eighteen (18) is allowed to undertake any work on the construction site.</li> <li>3. The principal contractor to develop a set of project applicable security rules and procedures and maintain these throughout the construction period.</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
Accommodation of traffic	High 24	Inadequate traffic accommodation pose a potential risk to employees as well as road users and could not only result in injuries and subsequent medical and other costs to employees, but also injuries to road users and damages to vehicles with subsequent claims against the principal contractor and the client.	<ol style="list-style-type: none"> <li>1. The principal contractor to ensure that appropriate and a sufficient number of road signs be posted as per the SA Road Traffic Signs Manual (SARTSM) Volume 2's minimum specification in this regard and then also be actively maintained to protect employees against traffic and to warn road users of the presence of construction activities and related risks next to and in the road surface. These signs should be repeated as actual construction work and risk are approached.</li> <li>2. The maintenance of the road signs including after hour's management should also be actively managed.</li> <li>3. Flag persons to be provided, where applicable with suitable road marking and flags to ensure the effectiveness of this risk mitigation measures.</li> <li>4. The community liaison officer (CLO) should also be sensitised on the optimal management of traffic and the risks involved and then be instructed to increase community awareness through talking to all stakeholders including the distribution of suitable information brochures.</li> </ol>
Work in fall risk positions	Significant 20	Inadequate fall protection arrangements could result in employees and other persons falling from a fall risk position and result in serious injuries or even fatalities.	<ol style="list-style-type: none"> <li>1. As far as is practicable, any person working in a fall risk position will work from a stable platform, ladder or other device that is at least as safe as if he or she is working at ground level and whilst working in this position be wearing suitable fall arrest equipment to prevent the person falling from the platform, ladder or other device utilised. This fall arrest equipment will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge. Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in SANS</li> </ol>



Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>10085 code of practice for the design, erection, use and inspection of access scaffolding.</p> <p>2. Employees working in a fall risk position will be trained to do this safely and without risk to their or other person's health and safety.</p> <p>3. Updated records confirming the physical and psychological fitness of employees working fall risk positions will be kept on the health and safety file at all times.</p>
Structures	<b>Medium</b>  10	Unsafe or sub-standard structures could collapse on employees and/or other persons with subsequent injuries to employees/persons or even fatalities and also impact negatively on project costs, and result in liability claims and reputation risks for all stakeholders.	<p>1. Only skilled employees to be allowed to erect structures and that the skills of these employees are being verified at regular intervals.</p> <p>2. Steps to be taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it.</p> <p>3. No structure to be overloaded to the extent where it becomes unsafe.</p> <p>4. The following information to be requested from the designer and also duly considered:</p> <ul style="list-style-type: none"> <li>• Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.</li> <li>• A geo-scientific report (where applicable).</li> <li>• The loading the structure is designed to bear.</li> <li>• The methods and sequence of the construction process.</li> <li>• Any other applicable information.</li> </ul> <p>5. All drawings pertaining to the design to be on site, utilised and available for inspection.</p>
Lifting equipment	<b>High</b>  21	The use of unsafe lifting equipment could result in loads being lifted to fail and fall with subsequent injuries or even fatalities as well as	Lifting equipment to be designed and constructed in accordance with the manufactures/designers specifications

Description of risk	Risk rating	Potential risk impact	Risk mitigation
		asset damages that will result in claims and reputation risks.	<p>as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18 of the OHSACT:</p> <p>The Driven Machinery Regulation requires that:</p> <ol style="list-style-type: none"> <li>Lifting equipment to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table of maximum loads should be used by the driver/operator;</li> <li>Each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit;</li> <li>Lifting equipment be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted;</li> <li>Lifting equipment fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML;</li> <li>Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be: <ol style="list-style-type: none"> <li>chains – 4 (four)</li> <li>steel wire ropes - 5 (five)</li> </ol> </li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>3. fibre ropes- 10 (ten)</p> <p>f. Every hook or load attaching device must be designed as such or fitted with a device that will prevent the load from slipping off or disconnecting;</p> <p>g. Every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;</p> <p>h. All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and</p> <p>i. No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Labour.</p>
Lifting tackle	High 21	The use of unsafe lifting tackle could result in loads being lifted to fail and fall with subsequent injuries or even fatalities as well as asset damages that will result in claims and reputation risks.	<p>The following requirements to adhered to when lifting tackle is utilised:</p> <p>a. Manufactured of sound material, well-constructed and free from latent defects;</p> <p>b. Clearly and conspicuously marked with an identity number;</p> <p>c. Maximum mass load factor of safety:</p> <ul style="list-style-type: none"> <li>Natural fibre ropes - 10(ten)</li> <li>Man-made fibre ropes and woven webbing - 06(six)</li> <li>Steel wire ropes – single rope - 06(six)</li> <li>Steel wire ropes – combination slings - 08(eight)</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>Mild Steel chains - 05(five)</li> <li>High tensile/alloy steel chains - 04(four)</li> </ul> <p>d. All lifting equipment to be discarded (not used any further for lifting purposes) when wear and/or corrosion is evident.</p> <p>e. All lifting tackle to, in terms of Driven Machinery Regulation 18(10)(e), be formally examined at intervals not exceeding three (3) months by the competent person contemplated in Driven Machinery Regulation 18(5) and the results recorded in a designated log book.</p>
Construction vehicle and mobile plant operators	High 22	The use of vehicles and/or plant operators that are not competent could result in incidents with subsequent injuries or even fatalities as well as asset damage with subsequent costs/claims and reputation risks.	<p>The following requirements to apply to construction vehicle and mobile plant operators:</p> <ol style="list-style-type: none"> <li>Only certified and/or competent employees may be allowed to operate any construction vehicle and mobile plant.</li> <li>Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating.</li> <li>Only employees duly authorised to do so may operate any construction vehicle and mobile plant.</li> <li>Only employees physically and psychologically fit, i.e. in possession of a medical certificate of fitness, may be allowed to operate any construction vehicle and mobile plant.</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
Construction vehicles and mobile plant	High 22	The use of unsafe construction vehicles and plant could result in incidents with subsequent injuries or even fatalities as well as asset damage with subsequent costs and reputation risks.	<p>Construction vehicles and mobile plant will be formally and duly inspected by a competent person appointed by the principal contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment must be required to comply with this specification as well as the OHSACT and Regulations.</p> <p>Construction vehicles and mobile plant to be:</p> <ol style="list-style-type: none"> <li>1. Of acceptable design and construction;</li> <li>2. Maintained in good working order;</li> <li>3. Used in accordance with their design and intention for which they were designed;</li> <li>4. Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;</li> <li>5. Provided with safe and suitable means of access;</li> <li>6. Fitted with adequate signalling devices to make movement safe including reversing;</li> <li>7. Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same;</li> <li>8. Where applicable, be provided with roll-over protection;</li> <li>9. Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book and any defects addressed as matter of urgency;</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>10. Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and</p> <p>11. Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.</p> <p>No loose tools, material etcetera is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.</p> <p>No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.</p> <p>The construction site must be organised to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated.</p> <p>Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or adequate</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.</p> <p>In addition construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.</p> <p>All construction vehicles and mobile plant daily inspection records must be kept in the occupational health and safety file.</p>
Electrical installations	Significant 20	Unsafe electrical installations could result in employees and other persons being electrocuted with subsequent injuries or even fatalities as well as asset damage due to fire with subsequent costs and reputation risks.	<p>Any electrical work undertaken as part of the project, including the installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations.</p> <p>The principal contractor to ensure that:</p> <ol style="list-style-type: none"> <li>Existing services are to be located and clearly marked before construction commences and during the progress thereof;</li> <li>Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>use of suitable protective equipment e.g. rubber mats, insulated handles etcetera;</p> <p>3. Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;</p> <p>4. Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file;</p> <p>5. Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and</p> <p>6. A competent person appointed in writing must control all temporary electrical installations.</p>
Electrical and mechanical lockout	Significant 20	The lack of suitable lock-out procedures may result in employees and other persons being electrocuted with subsequent injuries or even fatalities with resulting costs and reputation risks.	An electrical and mechanical lockout procedure to be developed by a competent person (i.e. duly qualified and certified electrician) and signed off by the Construction Manager. The principal contractor to ensure that the lockout procedure is duly implemented and maintained, i.e. all contractors on site are informed of and adhere to this lockout procedure.
Use and storage of flammables	High 22	The unsafe use and/or storage of flammables could result in fires or explosions with subsequent injuries or even fatalities as well as asset damage due to fire with subsequent costs and reputation risks.	<p>The principal contractor to ensure that:</p> <p>a. No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions is taken;</p> <p>b. Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient fire fighting equipment</p>



Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>installed and fire prevention methods practiced for example proper housekeeping;</p> <p>c. Only one day's quantity of flammable is to be kept in the workplace;</p> <p>d. Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas; and</p> <p>e. Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.</p>
Hazardous chemical agents (HCA)	High 21	The unsafe use of hazardous chemical agents could result in fires with subsequent injuries or even fatalities as well as asset damage due to fire with subsequent costs/claims. Spilled chemical agents may also impact negatively on the health of employees and other persons or negative implications for the environment including legal and claim exposures.	<p>The principal contractor to ensure that:</p> <p>a. Employees receive the necessary information and training to be able to use, handle and store hazardous chemical agents safely;</p> <p>b. Employees obey lawful instructions regarding:</p> <ul style="list-style-type: none"> <li>• The wearing and use of personal protective equipment;</li> <li>• The use, handling and storage of hazardous chemical agents;</li> <li>• The prevention of the release of hazardous chemical agents;</li> <li>• The wearing and using of exposure monitoring and measuring equipment;</li> <li>• The cleaning up and disposal of materials containing hazardous chemical agents; and</li> <li>• Housekeeping, personal hygiene and the protection of the environment;</li> </ul> <p>c. The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical agents and that the necessary measures be taken</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>to protect persons from being detrimentally affected by Hazardous chemical agents present or used in the workplace;</p> <p>d. Suppliers provide the necessary information in the form of safety data sheets (SDS) regarding hazardous chemical agents required to ensure the safe use, handling and storage of these substances. The safety data sheets have to meet the following –</p> <ul style="list-style-type: none"> <li>• be GHS (UN Globally Harmonized System) compliant;</li> <li>• classify the HCA, in accordance with regulation 14;</li> <li>• be reviewed at least once every five years; and</li> <li>• be amended whenever necessary to ensure that it contains correct and current information, aligned to its GHS classification required by regulation 14(c), which includes new data regarding the hazard presented by an HCA that changes its classification in a category or subcategory of a hazard class or results in its classification to another hazard class;</li> </ul> <p>e. An up-to-date list is kept on site of hazardous chemical agents stored and used together with the safety data sheet of the said Hazardous chemical agents;</p> <p>f. Hazardous chemical agents containers to be clearly and duly labelled, i.e. label to include –</p> <ul style="list-style-type: none"> <li>• the product identifier and, where applicable, the United Nations proper shipping name;</li> <li>• the chemical identity of all the ingredients contributing to the final GHS classification of the HCA;</li> <li>• the name, address, and business telephone number of the manufacturer or importer;</li> <li>• an emergency telephone number where support is available;</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>• a signal word, hazard statement, precautionary statement and hazard pictogram consistent with the HCA's GHS classification, made in accordance with regulation 14;</li> <li>• the quantity of the HCA in the package, unless this quantity is specified elsewhere on the package;</li> <li>▪ the quantity of each HCA ingredient;</li> <li>• any information about the hazards, and first-aid and emergency procedures relevant to the HCA, not otherwise included in the hazard statement or precautionary statement;</li> <li>▪ first-aid measures; and</li> <li>▪ an expiry date, where applicable.</li> </ul> <p>g. Hazardous chemical agents are not cleared by using compressed air but vacuumed</p> <p>h. No person eats or drinks in an area where hazardous chemical agents are stored or utilised; and</p> <p>i. Hazardous chemical agents waste is disposed of safely in terms of hazardous waste disposal requirements.</p>
Fire prevention and protection	High 23	Inadequate fire prevention and protection measures may impact negatively on the ability to fight fires that may cause injuries or even result in fatalities as well as asset damages with subsequent costs/claims.	<p>The principal contractor to ensure that:</p> <ul style="list-style-type: none"> <li>a. The risk of fire is avoided;</li> <li>b. The construction site as well as the site camp and laydown areas are equipped with suitable and a sufficient supply of fully serviced and operational fire extinguishers;</li> <li>c. Sufficient and suitable storage of flammables is provided;</li> <li>d. All employees are instructed in the use of the fire fighting equipment and know how to attempt to extinguish a fire safely;</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>e. A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;</li> <li>f. Employees are informed regarding emergency evacuation procedures and escape routes;</li> <li>g. Emergency escape routes are kept clear at all times and clearly marked;</li> <li>h. Evacuation assembly points are demarcated and made known to employees;</li> <li>i. Evacuation is regularly practiced to ensure that all persons are evacuated timeously and;</li> <li>j. Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and</li> <li>k. A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.</li> </ul>
Housekeeping	Significant 19	Poor housekeeping may impact negatively on productivity, result in employees/persons tripping and falling or even cause a fire with subsequent asset damage and cost/claims as well as reputation exposures.	<p>The principal contractor to ensure that:</p> <ul style="list-style-type: none"> <li>a. Housekeeping is continuously implemented and maintained;</li> <li>b. Materials and equipment is properly stored;</li> <li>c. Scrap, waste and debris is removed off site regularly;</li> <li>d. Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;</li> <li>e. Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;</li> <li>f. An unimpeded work space is maintained for every employee;</li> <li>g. Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done; and</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>h. As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;</li> <li>i. The walls and roof of every indoor workplace be sound and leak-free.</li> </ul>
Stacking and storage	Significant  20	Unsafe stacking and storage practices may result in stacked items collapsing with subsequent injuries or even fatalities as well as asset damage with associated losses and costs.	<p>The principal contractor to ensure that:</p> <ul style="list-style-type: none"> <li>a. A competent person is appointed in writing to supervise all stacking and storage on a construction site;</li> <li>b. Adequate storage areas are provided and demarcated;</li> <li>c. The storage areas are kept neat and under control;</li> <li>d. The base of any stack is level and capable of sustaining the weight exerted on it by the stack;</li> <li>e. The items in the lower layers can support the weight exerted by the top layers;</li> <li>f. Cartons and other containers that may become unstable due to wet conditions are kept dry;</li> <li>g. Pallets and containers are in good condition and no material is allowed to spill out;</li> <li>h. The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);</li> <li>i. The articles that make up a single tier are consistently of the same size, shape and mass;</li> <li>j. Structures for supporting stacks are structurally sound and able to support the mass of the stack;</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>k. No articles are removed from the bottom of the stack first but from the top tier first;</li> <li>l. Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;</li> <li>m. Stacks that are in danger of collapsing are broken down and restacked;</li> <li>n. Stability of stacks are not threatened by vehicles or other moving plant and machinery;</li> <li>o. Stacks are built in a header and stretcher fashion and that corners are securely bonded; and</li> <li>p. Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.</li> </ul>
Eating, changing, washing and toilet facilities	Significant 18	Inadequate provision of welfare facilities may have negative implications on the health of employees and other persons as well as the environment with associated claims and costs.	<p><b>Toilets</b></p> <ul style="list-style-type: none"> <li>a. The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 30.</li> <li>b. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.</li> </ul> <p><b>Showers</b></p> <p>The principal contractor is required to provide shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>fifteen employees. If provided these shower facilities are to meet the requirement set by Facilities Regulation 5(d).</p> <p><b>Change rooms</b></p> <p>The principal contractor is required to provide changing facility for each sex.</p> <p><b>Eating facility</b></p> <p>The principal contractor is required to provide an eating facility sheltered from the sun, wind and rain.</p>
Personal and other protective equipment	High 21	Inadequate provision and/or use of unsuitable PPE could cause injuries or even fatalities with associated claims and costs including legal and reputation exposures.	The principal contractor to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she to either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply re-engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.</p> <p>Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to 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.</p> <p>It is a further requirement that the principal contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.</p> <p>Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is</p>



Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>impossible for an employee to use or wear prescribed protective equipment through health or any other valid 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.</p> <p>The principal contractor may <b>not charge any fee</b> for protective equipment prescribed by him or her <b>but may charge for equipment under the following conditions</b>, following a disciplinary hearing:</p> <ul style="list-style-type: none"> <li>• Where the employee requests additional issue in excess of what is prescribed;</li> <li>• Where the employee has blatantly abused or neglected the equipment leading to early failure; and</li> <li>• Where the employee has lost the equipment.</li> </ul>
Tools and equipment	Significant 20	The use of unsafe and/or unsuitable tools and equipment could result in employees and other persons being injured or even electrocuted with subsequent injuries or even fatalities as well as asset damage due to fire with subsequent claims and costs.	<p><b>1. Portable electrical tools and equipment (Electrical Machinery Regulation 9)</b></p> <p>Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e.</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>drills, saws, grindstones, portable lights, etcetera. In addition electrical appliances such as fridges, hotplates, heaters, etcetera must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances.</p> <p>The use, inspection and maintenance of portable electrical tools and equipment to be governed by the following:</p> <ul style="list-style-type: none"> <li>• Regular inspections by a competent person appointed in writing;</li> <li>• Inspection results must be recorded in a register;</li> <li>• Only competent authorised persons are allowed to use portable electrical tools and equipment; and</li> <li>• The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.</li> </ul> <p>This equipment -</p> <ul style="list-style-type: none"> <li>• To be maintained in good condition at all times to prevent an electrical shock to the user;</li> <li>• The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and</li> <li>• All equipment to be fitted with a switch to allow for safe and easy starting and stopping.</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p><b>2. Hand tools</b></p> <p>Section 8(2)(a) of the OHSACT stipulates that the employer to ensure that plant and machinery, including hand tools, are safe for use. To meet this requirement hand tools ought to be inspected, recorded and defects reported at intervals specified. The inspection registers also serve as proof that a formal process was implemented and maintained to ensure that hand tools are safe for use.</p> <p>To ensure compliance with the above, the principal contractor shall implement and maintain a process to ensure that hand tools utilised are formally inspected and declared safe for use.</p> <p><b>3. Defective tools and equipment</b></p> <p>Any defective tools or equipment to be placed in a designated “quarantine” area or clearly marked as</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>“defective” and steps be taken to ensure that these are no longer allowed to be used.</p> <p>The use of defective hand tools to be strictly managed with no exceptions being allowed. Documentary proof must also be kept of actions taken against supervisors allowing and employees using unsafe tools to ensure that this could be used in a court of law to proof that the usage of such tools was not generally tolerated.</p>
Public health and safety	High 24	The disregard of the public's health and safety could result in injuries or even fatalities with associated claims and reputation risks	<p>The principal contractor will 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 among others:</p> <ul style="list-style-type: none"> <li>a. Non- employees entering the site for whatever reason;</li> <li>b. The surrounding community; and</li> <li>c. Passers by the site.</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.</p> <p>All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.</p>
Excavations	High 22	Excavations excavated in an unsafe manner could collapse with subsequent injuries and fatalities or even damages to adjacent structures/services with resultant claims and costs. Excavations that are not suitably barricaded could result in employees, other persons, animals or even vehicles falling into them resulting in damages, injuries or even fatalities.	<p>All excavation work to comply with the following:</p> <ol style="list-style-type: none"> <li>Excavation work must be carried out under the supervision of a competent person who has been appointed in writing.</li> <li>Before excavation work begins the stability of the ground must be evaluated.</li> <li>Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.</li> <li>No person may be required or permitted to work in an excavation that has not been adequately shored or braced.</li> <li>Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out <b>but only after</b> written permission has been obtained from the appointed competent person.</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>f. Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.</li> <li>g. Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained, before excavation proceeds, whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.</li> <li>h. No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation.</li> <li>i. Every excavation must be provided with means of access that must be within 6 metres of any employee within the excavation at any time. Should ladders be utilised for this purpose they should be duly secured.</li> <li>j. The location and nature of any existing services such as water, electricity, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.</li> <li>k. Every excavation, including the shoring and bracing or any other method to prevent a possible collapse, must be inspected by the appointed competent person as follows: <ul style="list-style-type: none"> <li>• Daily before work commences</li> </ul> </li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>• After an unexpected collapse of the excavation or part thereof</li> <li>• After substantial damage to any support</li> <li>• After rain</li> </ul> <p>l. The results of any inspections must be recorded in a register kept on site in the health and safety file.</p> <p>m. Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off, on all sides, to at least one meter high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.</p>
Working in confined spaces	Medium 12	Employees and other persons working in confined spaces with inadequate ventilation or gasses present may cause these employees/persons to die with subsequent claims, costs and/or reputation risks.	<p>All work undertaken in confined spaces to comply with the following:</p> <p><b>1. Entering a confined space</b></p> <p>When entering a confined space (i.e. culvert), the person entering the space to wear a safety harness . A lifeline should be attached to the safety harness and a person positioned on the outside. This person to be in continuous contact with the person in the confined space. At least one person on the outside to be trained in basic first-aid</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>(level 1) with proof of such training as well as a fully equipped first aid box available on site.</p> <p>No person shall remain within a confined space for a period of more than one hour at a time. A minimum of 5 minute rest periods on the surface to be taken after this period before re-entering.</p> <p><b>2. General records</b></p> <p>The following records shall be implemented and maintained by the principal contractor:</p> <ul style="list-style-type: none"> <li>a. Confined space entry permits</li> <li>b. Confined space entry registers</li> <li>c. Safety harness registers</li> <li>d. Risk assessments</li> <li>e. Incident registers</li> </ul> <p><b>3. Training</b></p>



Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>a. All employees that have to enter a confined space to be formally trained and confirmed competent before being required to enter such areas (new employees to complete this training and be declared competent before allowed to work in a confined space).</li> <li>b. Refresher courses to be attended by employees at least once every 2 years or immediately if new methodologies or equipment are adopted or acquired.</li> <li>c. Continuous onsite training and support by supervisory staff to be undertaken and enforced where required.</li> </ul>
Working over or next or close to water or similar substances	Significant 18	Working close to or over water without the necessary risk mitigation (such as life buoys/life jackets/lifelines) may result in employees and other persons drowning with subsequent claims and costs.	<ul style="list-style-type: none"> <li>1. A competent person to be appointed in writing to supervise, control and inspect any work on or over or in close proximity of the water;</li> <li>2. Written proof of the competence of above appointee to be available on site;</li> <li>3. Risk assessments to be carried out by the competent person before any work is undertaken, mitigation measures documented as well as implemented and thereafter evaluated on a daily basis;</li> <li>4. The necessary induction and refresher training to be undertaken;</li> <li>5. Measures for the timeous warning of flooding to be in place;</li> <li>6. Provision to be made to prevent employees from falling into the water and the rescuing of employees in danger of drowning;</li> <li>7. Ensure that where an employee is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the employee; and</li> <li>8. Provide applicable personal protective equipment such as safety harnesses etcetera and enforce the utilisation thereof.</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
Welding and flame cutting	Medium 12	The unsafe use of welding and flame cutting equipment could result in employees and other persons suffering from burns or even result in fires that could cause injuries and fatalities as well as damage to property with subsequent claims and costs.	<ol style="list-style-type: none"> <li>1. A competent person to be appointed to supervise welding, flame cutting or similar operations on site.</li> <li>2. The following rules to govern all welding and flame cutting or similar operations: <ol style="list-style-type: none"> <li>a. The welder will be trained regarding the safe use/operation of the equipment.</li> <li>b. The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing.</li> <li>c. Cables and electrode holders will be effectively insulated.</li> <li>d. The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with personal protective equipment.</li> <li>e. Special precautions will be taken where welding is undertaken in confined spaces e.g. proper and sufficient ventilation will be provided.</li> <li>f. In wet or damp conditions the welding equipment and the welder will be properly insulated and someone will be on standby to assist in the event of any emergency.</li> <li>g. A qualified person will certify in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken.</li> <li>h. No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container- <ul style="list-style-type: none"> <li>• is completely closed, unless the rise in internal pressure cannot render it dangerous; or</li> </ul> </li> </ol> </li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.</li> <li>i. Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.</li> <li>j. Gas welding hoses may only be joined with approved connectors and clamps.</li> <li>k. No oil or grease may be applied to oxygen valves and fittings.</li> <li>l. It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain.</li> <li>m. Acetylene cylinders may never be inclined in excess of 45°.</li> <li>n. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.</li> <li>o. Where explosive and/or flammable vapours are present welding will only be done under "hot work" permits.</li> </ul>
Transportation of employees	High 22	The unsafe transportation of employees could result in injuries and/or fatalities with subsequent costs and claims.	<ol style="list-style-type: none"> <li>Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.</li> <li>Any vehicle utilised for the transportation of employees to be equipped with a serviced and fully operational fire extinguisher.</li> <li>Regulation 247 of the National Road Traffic Act, Number 93 of 1996 (NRTA) stipulates that the principal contractor shall not allow employees to be transported in a vehicle unless the</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>portion of the vehicle in which the employees are being conveyed is enclosed to a height of –</p> <ol style="list-style-type: none"> <li>at least 350 mm above the surface on which employees are seated; or</li> <li>at least 900 mm above the surface on which employees are standing, in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion..</li> </ol> <p>4. Regulation 247 of the NRTA also stipulates that the principal contractor shall also not allow any employees to be conveyed in the goods compartment of a vehicle together with any tools or goods, except their personal effects, unless that portion in which the employees are being conveyed is separated by means of a partition, from the portion in which such goods are being conveyed.</p>
Working under or close to overhead power lines	Significant 20	Unsafe working under or close to overhead power lines could result in accidental contact or an arch and employees and other persons being electrocuted with subsequent injuries or even fatalities as well as asset damage with subsequent costs and reputation risks.	<p>The principal contractor to ensure that the following requirements are duly considered and adhere to:</p> <p><b>1. Working underneath overhead lines</b></p> <ol style="list-style-type: none"> <li>The principal contractor to confirm with Eskom what the standard is for working close to and under these overhead lines.</li> <li>A risk assessment to be undertaken taking into account any situations that could lead to danger from the</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>overhead wires, for example, consider whether someone may need to stand on top of a machine and lift a long item above their head, or if the combined height of a load on a low truck breaches the safe clearance distance. If this type of situation could exist, applicable precautionary measures have to be taken.</p> <ul style="list-style-type: none"> <li>c. Where there is a risk of contact from, for example, the upward movement of tipper trucks or employees carrying tools and equipment, the principal contractor to carefully assess the risks and precautionary measures.</li> <li>d. Vehicles, plant, machinery, equipment, or materials that could reach beyond the safe clearance distance not to be taken near the line.</li> <li>e. Under no circumstances may any part of plant or equipment such as ladders, poles and hand tools be able to be utilised within the danger zone or make contact with the lines.</li> <li>f. The principal contractor to allow for uncertainty in measuring the distances and for the possibility of unexpected movement of the equipment due, for example, to wind conditions.</li> <li>g. Long objects to be carried horizontally and close to the ground and vehicles positioned so that no part can reach into the danger zone, even when fully extended.</li> <li>h. Construction vehicles and plant working underneath overhead to be modified by the suppliers with the addition of suitable physical restraints so that they cannot reach beyond the safe clearance distances, measures should be put in place to ensure these restraints are effective and cannot be altered or tampered with.</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>i. Operators of high machinery to be instructed not carry out any work on top of the machinery near overhead power lines.</li> <li>j. Make sure that employees, including any sub-contractors, understand the risks and are provided with instructions about the risk prevention measures.</li> <li>k. Arrange for the work to be directly supervised by a competent person at all times who is familiar with the risks and can make sure that the required safety precautions are observed.</li> </ul> <p><b>2. Emergency procedures</b></p> <p>If someone or something comes into contact with an overhead line, it is important that everyone involved knows what action to take to reduce the risk of anyone sustaining an electric shock or burn injuries. Key points include –</p> <ul style="list-style-type: none"> <li>a. Never touch the overhead line's wires.</li> <li>b. Always assume that the wires are live, even if they are not arcing or sparking, or if they otherwise appear to be dead. Even if lines are dead, they may be switched back on either automatically after a few seconds or remotely after a few minutes or even hours if the line's owner is not aware that their line has been damaged.</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>c. In the event of accidental contact call the emergency services. Give them the location of the incident, tell them what has happened and that electricity wires are involved.</li> <li>d. Should any employee or other person come in contact with, or close to, a damaged wire, he must away as quickly as possible and stay away until the line's owner advises that the situation has been made safe.</li> <li>e. In the event of a vehicle touching a wire, the driver and occupants should either stay in the vehicle or, should the need to get out, jump out of it as far as you can. Never touch the vehicle while standing on the ground. Do not return to the vehicle until it has been confirmed that it is safe to do so.</li> <li>f. All employees and other persons should be aware that if a live wire is touching the ground the area around it may be live. A safe distance from the wire or anything else it may be touching should therefore be maintained.</li> <li>g. Only duly competent and authorised persons may work on electrical wires and installations.</li> </ul>
Exposure to poisonous animals or insects	Significant 18	Interaction with poisonous animals or insects could result in injuries or even fatalities.	<p>The principal contractor to ensure that the following are duly adhered to:</p> <ul style="list-style-type: none"> <li>a. the emergency procedure to be expanded to provide for the effective treatment of employees or other persons visiting exposed to bites or stings from poisonous animals and insects, i.e. the contact details of the nearest medical unit that could treat employees exposed to bites or stings be obtained and arrangements be made with this service provider on the procedures to be followed to ensure swift response when required;</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>b. confirmation to be obtained from this medical unit that they have anti venom reserved to treat employees or other persons visiting that may be exposed to snake bites or scorpion stings;</li> <li>c. competent first aiders to be available to facilitate the treatment of employees or other persons visiting exposed to stings or bites; and</li> <li>d. the potential exposure posed by poisonous animals or insects and awareness thereof to be discussed with all employees as part of the toolbox talks and general awareness training and other persons visiting as part of the pre-site visit induction process.</li> </ul>
Working in inclement weather	High 21	Inclement weather conditions encountered during construction work could result in injuries or even fatalities and/or even damages to assets with subsequent claims and costs.	<p>The principal contractor to implement an early warning system to identify inclement weather and to prevent such weather from posing negative implications on the safety of employees and other persons visiting.</p> <p>The early warning system to, as a minimum. provide for the following:</p> <p><b>1. Construction work done during electrical storms</b></p> <ul style="list-style-type: none"> <li>a. The principal contractor to ensure that all employees are as safe as possible, in inclement weather conditions.</li> <li>b. No work to be allowed on the construction site during electric storms where employees cannot be protected from it. Protection involves: <ul style="list-style-type: none"> <li>• eating area fitted with a lightning mast</li> <li>• workshops</li> <li>• inside buildings</li> </ul> </li> </ul>



Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>c. No work to be allowed where the lightning is within a 10 kilometre radius.</p> <p>d. After inclement weather on-site risk assessments to be reviewed to include wet conditions.</p> <p><b>2. Lifting equipment operations during inclement weather</b></p> <p>a. Lifting operations will stop during lightning within a 10 kilometre radius and wind above 28 km/h, and the lifting equipment operator will not be allowed to leave the lifting equipment with the booms extended.</p> <p>b. Lifting operations will stop during rain, rigging and hand lifts.</p> <p>c. Booms on all lifting equipment will be retracted.</p> <p>d. All rigging operations will stop and employees will be removed from site.</p> <p><b>3. Construction work done during rain</b></p> <p>a. No electrical tools to be used during rainy weather in open areas.</p> <p>b. If necessary work only to be done in water proof areas where there is a zero risk for electrocution.</p> <p>c. Areas to be cleared for work during rain:</p> <ul style="list-style-type: none"> <li>• workshops</li> <li>• offices</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>work on ground level with the provision that the area is maintained in a safe dry condition</li> </ul> <p><b>4. Driving in inclement weather</b></p> <p>The principal contractor to ensure that the danger of driving in wet conditions is adequately covered in a risk assessment.</p> <p>The risk assessment to include, but not limited to:</p> <ol style="list-style-type: none"> <li>route planning</li> <li>speed reduction</li> <li>planning for emergency situations</li> <li>driving precautions for slippery surfaces</li> <li>visibility hazards</li> </ol> <p><b>5. Working during extreme heat conditions</b></p> <p>When construction works needs to be undertaken during periods of extreme temperatures, the principal contractor to implement the following measures –</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>a. An adequate supply of potable water to be made available at all working areas, and employees to consume at least 600 millilitres of water every hour, to prevent heatstroke;</li> <li>b. The importance of consuming sufficient water to be considered as a risk mitigation measure during risk assessments and incorporated into the induction of new employees and ongoing toolbox talks;</li> <li>c. All employees to be trained in the precautions necessary to avoid heatstroke; and</li> <li>d. Provisions to be in place to ensure every employee will receive prompt first-aid treatment in the event of heatstroke.</li> </ul>
Pressure equipment	Significant 15	Incorrect or unsafe pressure equipment or pressure equipment utilised in an unsafe manner could result in incidents with subsequent injuries or even fatalities as well as asset damage with subsequent costs and reputation risks.	<p><b>The principal contractor to ensure that:</b></p> <ul style="list-style-type: none"> <li>a. any pressure equipment in use to be subjected to a formal inspection and pressure test by an approved inspection authority before commissioning, after installation, re-erection or repairs (i.e. Pressure Equipment Regulation 11 has reference). Once</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>installed, similar inspections and pressure tests are required every 36 months.</p> <p>b. formal registers by an approved inspection authority to be duly maintained (with copies readily available in the occupational health and safety file) to proof that any pressure equipment in use was subjected to the necessary inspections and pressure tests.</p> <p>c. pressure equipment (such as compressors) to be provided with all appropriate safety accessories required to ensure that it is safe for use (i.e. Pressure Equipment Regulations 10(1) has reference). This include but are not limited to safety latches to secure the pressure hoses to the compressor's outlet valves as well as the pressure driven equipment at the other end of the hoses to prevent these pressure hoses from causing serious injuries to employees should their securing mechanisms fails and they become loose whilst under pressure.</p> <p>d. should gas fuel be utilised, either on site or as part of the construction process, no <b>person be allowed to</b></p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<b>install a fixed appliance, equipment or system for gas fuel unless such person is a holder of a certificate of registration (i.e. Pressure Equipment Regulation 17(3) has reference).</b>
Occupational health	High 24	Exposing employees to occupational health risks could result in occupational diseases with subsequent absenteeism and cost. In the case of SARS-GOV-2 outbreak, the impact on the project may be severe.	<p>The principal contractor to ensure that –</p> <ol style="list-style-type: none"> <li>the work area and surrounding site, which is part of the operational area, are at all times maintained to a reasonably practicable level of hygiene and cleanliness; and</li> <li>all areas, where work is performed, are kept neat, clean and orderly without any unnecessary waste.</li> </ol> <p><b>1. Risk assessment</b></p> <p>The principal contractor to undertake a risk assessment to identify the potential health hazards that employees and other affected persons are or may be exposed to during the construction process and also identify the appropriate risk mitigation measures to be taken and maintained to ensure the health of employees and affected persons.</p> <p><b>2. Health hazards</b></p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>The principal contractor to ensure that appropriate measures are put in place to prevent exposure to health hazards such as viruses, the accidental inhalation, ingestion, and absorption of any hazardous substance, high noise level exposure etcetera.</p> <p><b>3. Medical surveillance</b></p> <p>The principal contractor to provide for the management of an employee medical surveillance program that will ensure the following:</p> <ol style="list-style-type: none"> <li>All employees on site undergo routine medical examinations specific to the work to be performed taking into account the hazard and risk exposures. This must address pre-employment examination, periodic examination as required, and exit examinations.</li> <li>Where medical examinations are governed by legislation, the principal contractor shall ensure the legislative requirements are complied with by all employees.</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>c. All the employees performing work on site are declared medically fit for the work they are to perform.</li> <li>d. Employees are notified confidentially by the construction health and safety officer or other appropriate delegated person of the results and interpretation of their medical examinations on any abnormal findings, health conditions, referrals or recommendations made as well as any restrictions that may become evident from medical examinations.</li> <li>e. Maintain written confirmation/proof of the consultation, notification and communication with the employee, provided that, the required proof does not contain any confidential, sensitive, highly personal or information which might place the employee in an uncomfortable or disconcerting state or situation when such information is known by others.</li> <li>f. In the event of referrals or recommendations for additional testing or consultation with health specialists, proof of action taken by the principal contractor should be maintained. Action taken could be a scheduled appointment with a specialist, an appointment for the additional testing etcetera.</li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>g. Copies of valid medical certificates of fitness are available in the occupational health and safety file. The requirements above are founded on a duty of care towards employees to ensure employees are made aware of any health conditions or health restrictions which may have resulted from or may be aggravated by work activities on site or associated areas. The consultation, notification and communication with the employee should, with the employees' written consent, be made available upon request for verification by the client, regulatory authority or their representatives.</p> <p><b>4. SARS-CoV-2</b></p> <p>In line with the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace of 2022, the principal contractor to develop a Workplace Plan addressing among others the following:</p>



Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"> <li>a. Appointment of a SARS-COV-2 Compliance Officer.</li> <li>b. Detailed procedure adopted to reduce the risk of infection or transfer to employees or affected persons. The procedure to among others provide for –               <ul style="list-style-type: none"> <li>1. No employee to be allowed to perform their duties or to enter the employment premises if the employee is not wearing a face mask while performing their duties.</li> <li>2. Gatherings and meetings at the workplace for work purposes will only be permitted subject to strict adherence to all health protocols and social distancing measures, i.e. attendance to be limited to fifty percent (50%) of the meeting venue's capacity.</li> <li>3. Social distancing will be implemented and maintained. If not practicable physical barriers to be placed between work stations.</li> <li>4. Measures will be taken to minimise contact between employees as well as employees and other persons.</li> <li>5. Response procedure will be developed dealing with an infected person (i.e. tested positive or is symptomatic).</li> <li>6. Isolation area to be provided and maintained on site to ensure that any person presenting symptoms could be isolated whilst arrangements are made to transport the person to a facility for self-isolation.</li> <li>7. Return to work protocols to be developed, i.e. who will evaluate and what medical</li> </ul> </li> </ul>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>information to be submitted when an employee wants to return to work, for example a negative SARS-CoV-2 test.</p> <ol style="list-style-type: none"> <li>8. All employees to be duly inducted as well as regularly informed to understand the severity, relevant information as well as control measures to comply with requirements.</li> <li>9. Ventilation inside confined spaces such as offices will be maintained and assertively managed.</li> <li>10. Awareness will be raised among construction workers of the risk of infection, promote early diagnosis and assist affected persons.</li> <li>11. Suitable awareness posters will be displayed at all applicable areas such as high-traffic areas as well as replacement to ensure relevancy.</li> <li>12. Information regarding counselling, support and care for those that are affected will be provided and displayed.</li> <li>13. Identify, provide and maintain the required personal protective equipment based on a relevant risk assessment, including the correct use, removing and replacement as well as disposal.</li> <li>14. Employees will be encouraged to report and undergo SARS-COV-2 testing should they encounter any applicable symptoms.</li> <li>15. Methods of identifying persons who may be at risk will be established to support them without attracting stigma and discrimination. This will</li> </ol>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<p>include employees who have conditions that put them at higher risk of serious illness (e.g. diabetes, HIV/AIDS, tuberculosis, heart and lung disease).</p> <p>16. Medical surveillance will be managed.</p> <p>17. SARS-COV-2 waste will be managed, i.e. used masks, gloves etcetera, as this is regarded as infected or when applicable hazardous waste and as such waste bins with lids and labelled as hazardous waste as well as sealed bags to be provided.</p> <p>18. A procedure will be adopted to deal with any employee exercising the right to refuse to work due to circumstances which, with reasonable justification, appear to that employee to pose an imminent and serious risk of him/her being exposed to SARS-CoV-2 virus infection.</p> <p>c. Reporting of any incidents to the Project Manager and client.</p> <p>d. A project specific business continuity plan will be developed.</p> <p><b>5. Smoking</b></p> <p>The principal contractor to ensure that a smoking policy is developed and maintained for the project providing among others for -</p> <p>a. no person to be allowed to smoke on site, other than in demarcated smoking areas.</p>

Description of risk	Risk rating	Potential risk impact	Risk mitigation
			<ul style="list-style-type: none"><li>b. The establishment and maintenance of designated smoking areas in terms of the Tobacco Product Control Act (No. 83 of 1993) as amended and the National Health Act (No. 61 of 2003) as amended.</li><li>c. The following signage to also be displayed at the designated smoking areas:<ul style="list-style-type: none"><li>1. "Smoking of tobacco products is harmful to your health and to the health of children, pregnant or breastfeeding women and non-smokers. For help to quit phone (011) 720 3145."</li><li>2. "Any person who fails to comply with this notice shall be prosecuted and may be liable to a fine."</li></ul></li></ul>

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 3<sup>rd</sup> party actions. The Principal Contractor must, as far as reasonably possible, anticipate unsafe areas and must ensure that his site staff is safe from 3<sup>rd</sup> party actions, which include but is not limited to:

- Unrests,
- Violent Demonstrations,
- Theft,
- Injury to staff due to 3<sup>rd</sup> 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 protect themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a 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 operators 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 in a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

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) Drinking Water

The Principal Contractor must ensure that an adequate supply of potable drinking water is available for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Where water is unsafe for human consumption, it must be so indicated by means of adequate signage.

ii) Accommodation

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) Sanitary Facilities

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.

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL S.002-002-2018/1

TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

**SECTION F LIGHTING, ELECTRICAL, BUILDING, ETC**

**G1000 LOCAL PRODUCTION AND CONTENT****G1001 SCOPE**

The Department of Trade and Industry in consultation with National Treasury has designated the construction sector and determined the stipulated minimum threshold for steel products and component for construction for the state procurement for local production and content.

This sections provides the requirements for local production and content for the contract.

**G1002 PRODUCT DESIGNATION**

The products and components for local content and production for construction are as follows:

**G1002.01 Steel**

Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated below will be considered.

**Table 1a: Minimum local content for Steel Value-added Products**

<b>Steel Construction Materials</b>	<b>Components</b>	<b>Local Content Threshold</b>
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, hand railing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	100%
Frames	Doors and windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding and colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

**Table 1b: Minimum local content for Primary Steel Products**

<b>Steel Construction Materials</b>	<b>Local Content Threshold</b>
Plates (>4,5mm thick and supplied in flat pieces)	100%
Sheets (<4,5mm thick and supplied in coils)	100%
Galvanised and Colour Coated coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels, Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%



In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.

The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.

### **G1002.02 Electrical and telecommunication cables**

Only locally produced or locally manufactured electrical and telecommunication cables for construction with a minimum threshold for local content and production as stipulated below will be considered.

<b>Electrical Cables: cables used for power transmission</b>	
<b>Cable Products</b>	<b>Stipulated minimum threshold</b>
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

<b>Telecom Cables: cables used for telecommunications</b>	
<b>Cable Products</b>	<b>Stipulated minimum threshold</b>
Optical Fibre Cables	90%
Copper Telecom Cables	90%

Excluded in the designation are mainly primary steel, copper, aluminum, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufactures to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.

### **G1002.03 Yellow metal equipment**

Only locally produced or locally manufactured Yellow metal equipment for construction with a minimum threshold (based on the cost of the locally produced portion of the equipment relative to the cost of the equipment) for local content and production as stipulated below will be considered.

#### **Yellow Metal Equipment**

<b>Equipment type</b>	<b>Stipulated minimum threshold</b>
Articulated dump truck (ADT)	60%
Tractor loader backhoe (TLB)	60%
Front end loader (FEL)	60%

### **G1003 COMPLIANCE**

Contractors may not subcontract any work in such a manner that the local production and content of the designated products does not meet the specified thresholds.

The completed Form A3.5 (SBD6.2): Declaration Certificate for Local Production and Content for Designated Sectors and Form A3.6: Local Content Declaration: Summary Schedule (Annexure C), submitted by the Contractor are included as part of the contract in Part C5 Annexure.

The Department of Trade and Industry will undertake compliance audits with a view to monitor the implementation of the industrial development strategies.

**G1004 MEASUREMENT AND PAYMENT**

The Contractor shall not be separately reimbursed or compensated in respect of compliance with the provisions of this clause C3.6. All costs incurred in this regard shall be considered to be included in the rates tendered for the various items of work listed in the Pricing Schedule.

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## **PART C4: SITE INFORMATION**

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TABLE OF CONTENTS		PAGE
C4.1	LOCALITY PLAN <b>ERROR! BOOKMARK NOT DEFINED.</b>	C-
C4.2	GENERAL ROUTINE ROAD MAINTENANCE INFORMATION <b>ERROR! BOOKMARK NOT DEFINED.</b>	C-

### **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 AND SCOPE OF THE WORKS**

### **C4.1.1 ROADWORKS**

#### **(a) Location of the Project Site**

Road D5013 falls under the jurisdiction of the Roads Agency Limpopo (RAL) and therefore all maintenance related information is obtainable from them. The road is currently a gravel road that will be upgraded to a surfaced road.

The project is located between Ga Phasha and Ga-Mampa villages in Burgersfort in Limpopo and the town falls under Fetakgomo-Tubatse Local Municipality in the Sekhukhune District of Limpopo province.

The site sits approximately 60km northwest from Burgersfort and approximately 80km southeast of Polokwane.

According to the latest Municipality Demarcation Board maps, the villages are in Ward 32.

The district road to be upgraded is approximately 6.5km in total length with varying cross section width.

There are two cross sections earmarked for this road, and see below

The built up section:

- The cross section is a single carriageway that consist of 3.5m wide lane on each side and a 1.5m wide sidewalk on both sides of the road.

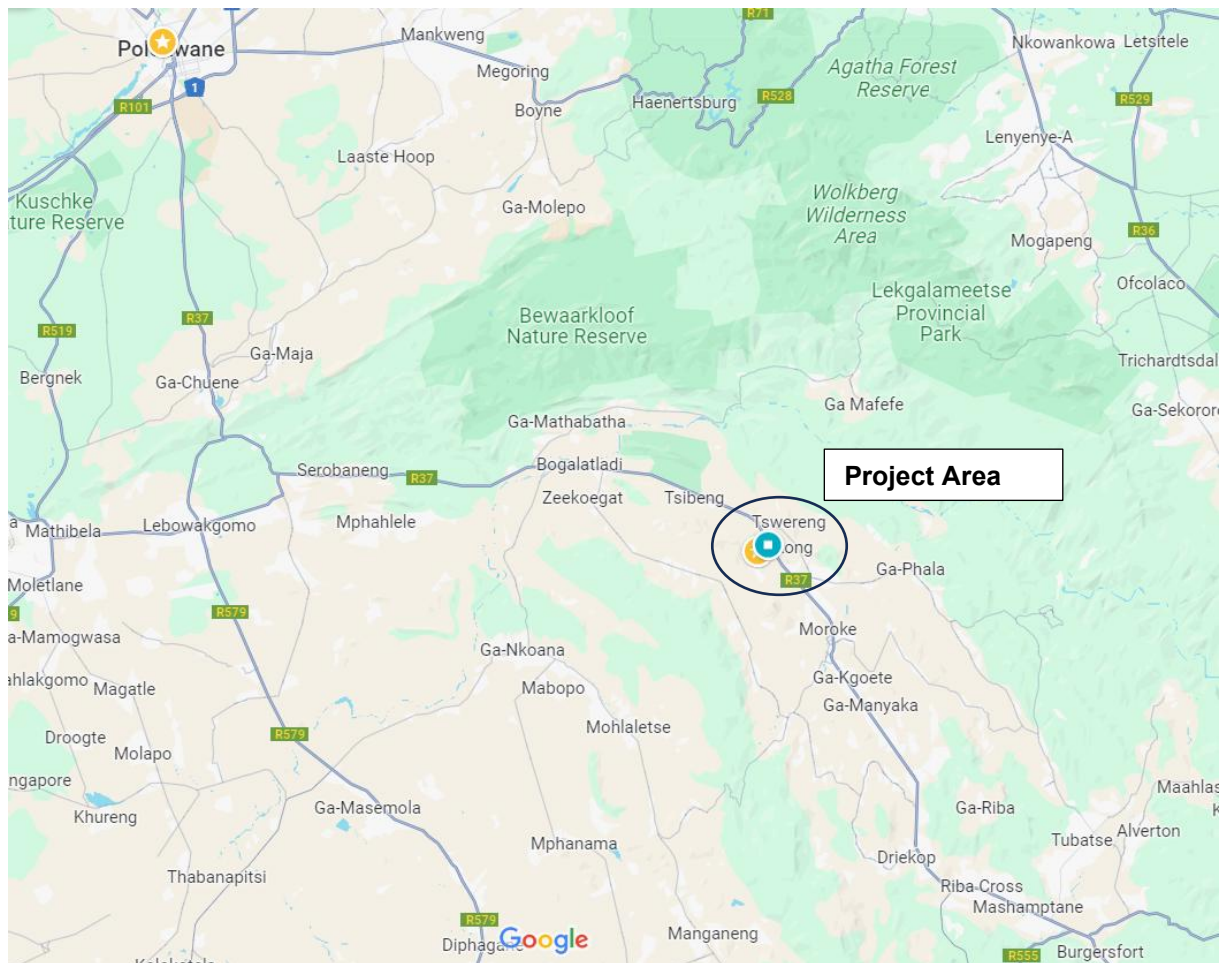
The sparsely populated section:

- The cross section is a single carriageway that consist of 3.5m wide lane on each side, with 0.8m surfaced shoulder on both sides and a 1.5m wide sidewalk on both sides of the road.

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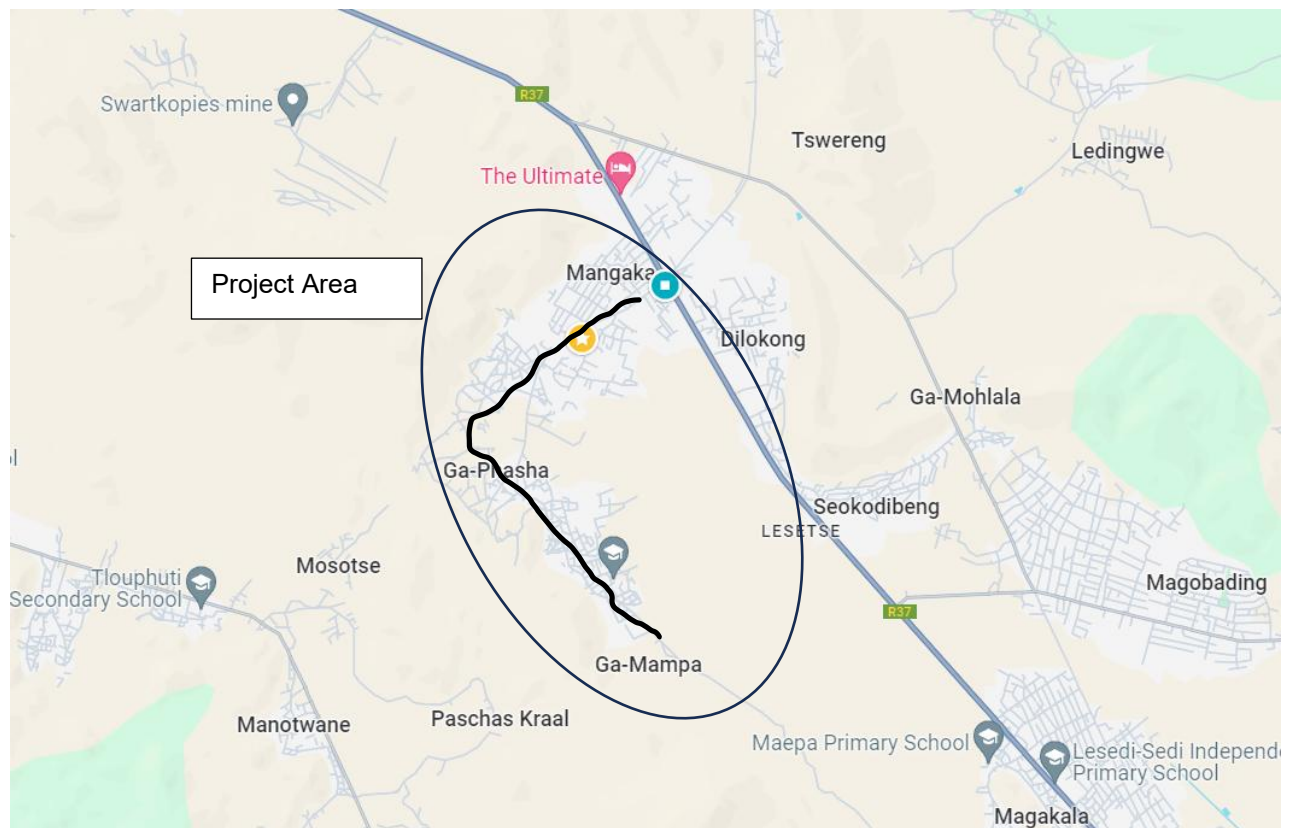


Figure **Error! No text of specified style in document.-1:** Ga Phasha & Ga Mampa villages northwest of Burgersfort town in Limpopo

(b) Cross-section

Various cross sections applicable to several places along the road are shown below in figure 2 . for more details on cross sections, please refer to the drawings for all the cross sections.

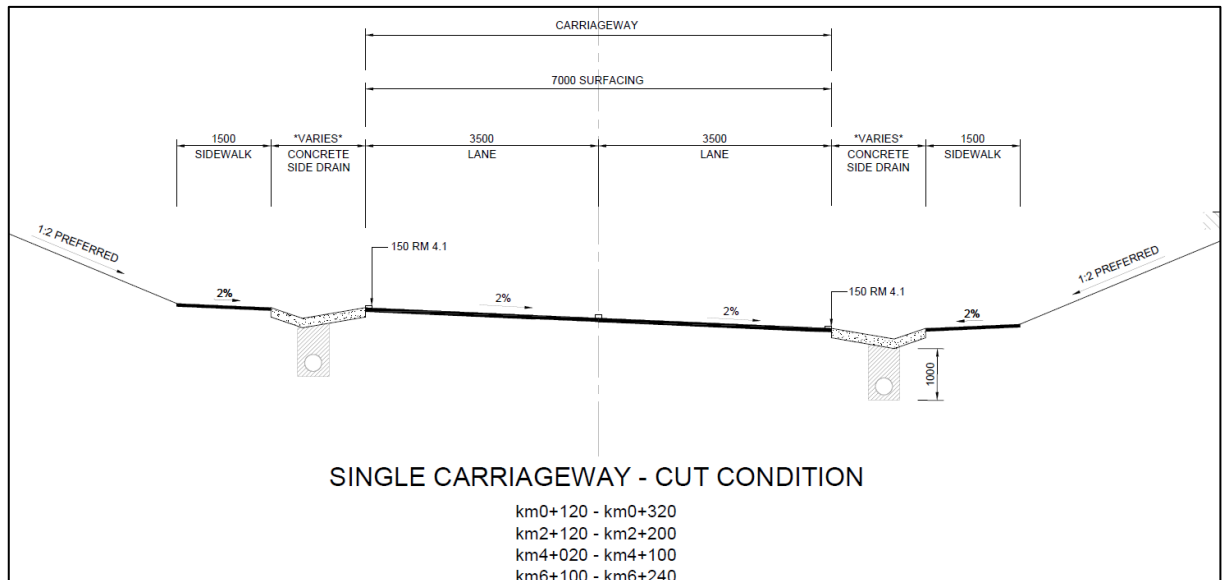


Figure Error! No text of specified style in document.-2: Proposed cross section in cut.

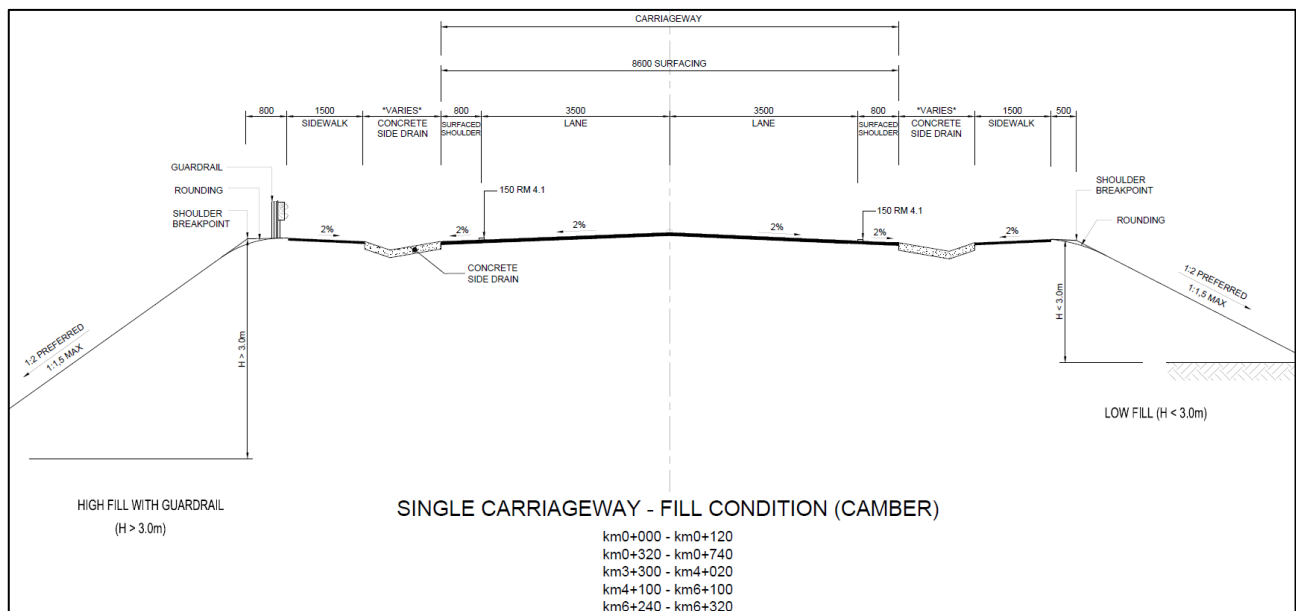


Figure Error! No text of specified style in document.-3: Proposed cross section in fill.



(c) Existing Pavement Structure

Site investigations revealed that the existing pavement structure is made up of mostly poor gravel material made up of G 9 to < G9 quality.

For the existing unsurfaced road (gravel), generally, a two-layer pavement profile is observed namely the base wearing course and subgrade. The wearing course and base material, with an average depth of 250mm is generally described as intact silty sand soils of imported origin ranging from G9 to <G9. The subgrade, underlying the base material is composed of a variation of transported colluvial soils of reddish brown to brown loose and intact silty sands. The material is described as ranging from G9 to <G9 quality material.

(d) Maintenance History

There is no maintenance history available for the proposed roads.

**C4.1.2 PAVEMENT DESIGN FOR THE ROAD**

The proposed pavement structure to be built for D5013 is shown below:

Table 1: D 5013 Main Road Pavement Structure

Pavement Name	Pavement Layer Description	Thickness	TRH 14 MATERIAL TYPE
Surface	Slurry-bound Macadam Seal with 14 mm aggregate	30 mm	S8 (14)
Base	Stabilised Gravel	150 mm	BSM 2
Subbase	Stabilised Gravel	200 mm	C4
Upper Selected Subgrade	Gravel Soil	150 mm	G7
Lower Selected Subgrade	Gravel Soil	150 mm	G9
Insitu	Gravel Soil	200 mm	G10

The proposed pavement structure for the sidewalk as listed below:

Table 1: D 5013 Sidewalk Pavement Structure

Pavement Name	Pavement Layer Description	Thickness	TRH 14 MATERIAL TYPE
Surface	Concrete sidewalk	100 mm	
Subbase	Stabilised Gravel	150 mm	C4
Upper Selected Subgrade	Gravel Soil	150 mm	G7

#### C4.1.3 STRUCTURAL WORKS

##### (a) Culverts

There are several culverts that will be constructed along the road, and they are listed below:

**Table Error! No text of specified style in document.-1: Proposed New Culverts**

No.	Culvert Position (km)	No. of barrels	Culvert Type	Height (D), m	Width (B), m
1	0.662	3	Box	0.6	1.2
2	0.790	3	Box	0.6	1.5
3	1.695	1	Box	0.9	1.2
4	3.923	2	Box	1.0	2.0
5	4.493	2	Box	0.6	1.5
6	4.777	1	Box	0.6	1.5
7	4.926	2	Box	0.75	1.5
8	5.315	2	Box	0.6	1.2
9	5.596	2	Box	0.6	1.2
10	5.634	2	Box	0.6	1.2
11	5.732	2	Box	0.6	1.5
12	5.87	3	Box	0.6	1.5

(b) *Bridges*

There are 3 minor bridge structures that will be constructed along the road, and they are listed below

**Table Error! No text of specified style in document.-2: Proposed New Minor Bridges**

No.	Culvert Position (km)	No. of barrels	Bridge Type	Height (D),m	Width (B)m
1	1.950	2	Box	1.0	3.0
2	2.960	3	Box	1.5	2.5
3	3.660	3	Box	2.1	3.0

C4.1.4 **MAINTENANCE WORKS**

Information on Routine Road Maintenance Contracts on the R37 to be provided to the winning bidder and it will be coordinated by the Consultant and SANRAL

**C4.1.5 SCOPE OF WORKS**

The scope of the works is as listed in this page but its not limited to the items listed:

- Clearing and grubbing
- Construction of sidewalk
- Construction of pavement layerworks
- Construction of the surfacing for access roads
- Installation of Stormwater Pipes
- Construction of culverts
- Construction of minor bridges
- Installation of guardrails
- Laying of kerbs / seal work (slurry bound McAdam)
- Construction of temporary deviations
- Management of traffic control facilities and traffic safety as part of the accommodation of traffic
- Finishing of cut and fill slopes
- Relocation and protection of existing services
- Installation of subsoil drains
- Erection of temporary and permanent traffic road signs
- Installation of Road markings

- Installation of Stone pitching, Gabions and Mattresses

#### **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 is to make his own arrangements concerning the supply of 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 2016 traffic volume obtained from RAL website, indicates there are more than 70 trips per day taken by vehicles with 20% of these being Heavy vehicles.

*Table Error! No text of specified style in document.-3: Traffic Information extracted from RAL website*

Road No	From	Length	From km	To km	Class	Lights	Heavies	AADT	Est Pass	nr	Year
D5013	Start of road	5.82	0	5.811	R4 - District collector	58	15	73	73		2016

A follow up study about traffic volume was done in 2022 and the results are shown table

42 :

Intersection	12-hr Count	% Estimated Night Traffic	Estimated ADT	% HV	ADTT
Intersection 01 ( 24°19'26.42"S 30° 1'4.72"E ) km 6.32	1 646	10%	1 810	8%	145
Intersection 02 ( 24°19'39.97"S 30° 0'43.64"E ) km 5.59	820	10%	902	5%	45
Intersection 03 ( 24°19'53.26"S 30° 0'17.41"E ) km 4.72	850	10%	935	5%	47
Intersection 04 ( 24°20'45.57"S 30° 0'3.96"E ) km 3.02	350	10%	385	5%	20

#### 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

Climate information was sourced from the South African Weather Service (SAWS) and it is summarised in this report.

### a) Temperature

The Fetakgomo Tubatse local municipal is characterised by hot summer months and cold winter months. The hot summer temperature commences in September and ends in April and it is followed a by a transition in May and the cold winter temperatures commence in June and end in August. The average daily maximum temperature is 28°C, and the average daily minimum temperature is 12°, the highest recorded maximum temperature is 40.7°C and it was recorded in March 2007 while the lowest recorded temperature is -3.1° and it was recorded in May 2007.

The estimated construction duration of this project is 24 months, and this means that the project is likely to experience all seasons of weather as outlined above and there are activities that are likely to be affected by such temperatures. The Contractor is requested to take note of such temperatures.

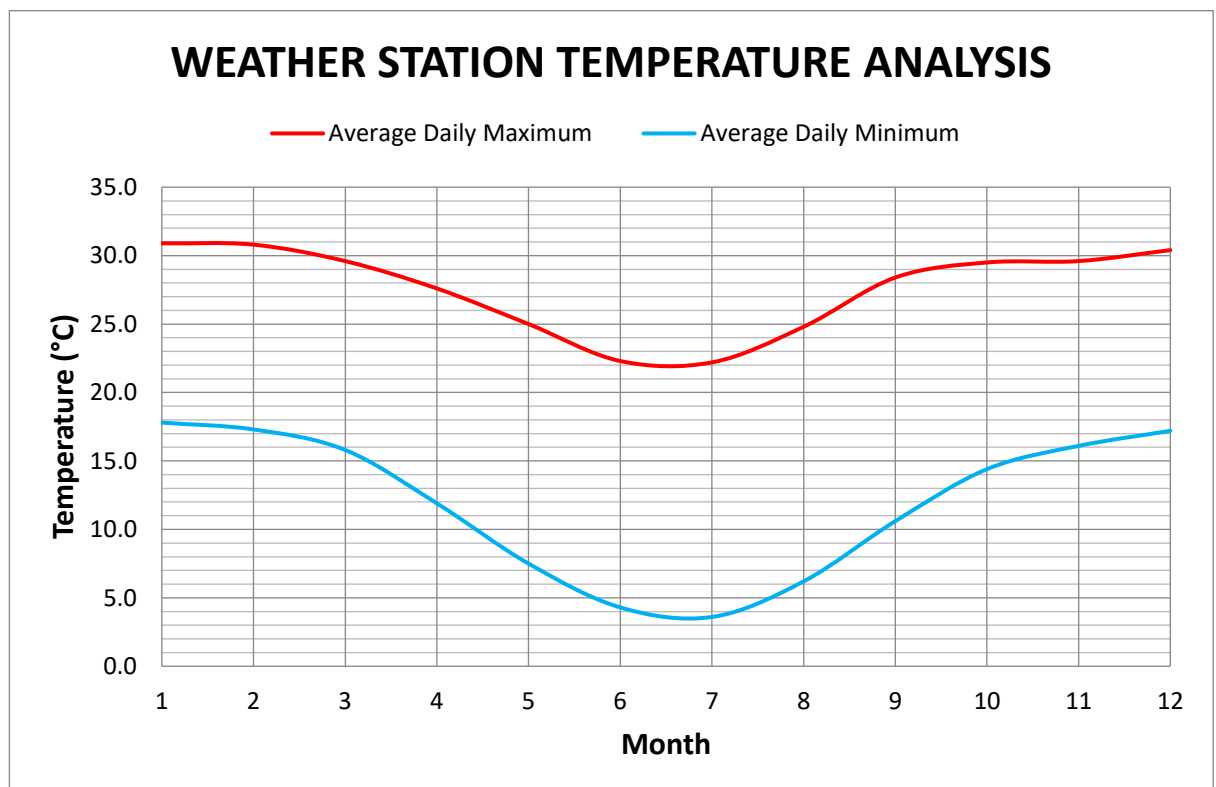


Figure **Error! No text of specified style in document.-4:** Monthly average air temperature

### b) Rainfall

The area/region under which the project is located is classified as moderate under Macroclimatic regions of Southern Africa and it has Weinert N values that is between 2 and 5. Such N values have annual precipitation between 500mm and 1000mm and the rainfall records obtained from SAWS confirms this as the annual precipitation in Ga Phasha, Ga Mampa area is 541mm. Thornthwaite's Moisture Index has shown that the area has Dry Sub-humid to Moist Sub-humid temperature which is in line with other weather records and implications of this will be explained later.

The area has wet summers and dry winters, and the annual average rainfall for the area is 541mm as noted in this document. The wet weather commences in October and ends in March with November, December, January, and February being the wettest months and June, July and August being the driest months of the year. 89% of annual rain is contributed by the summer months from October to March. The highest rainfall measured within 24 hours is 85mm and this has been considered when designing for stormwater drainage. The Contractor is urged to take note of the rainfall.

The climate summary of Ga Phasha and Ga Mampa villages is shown in figure 2-4 and 2-5 and table 2-3:

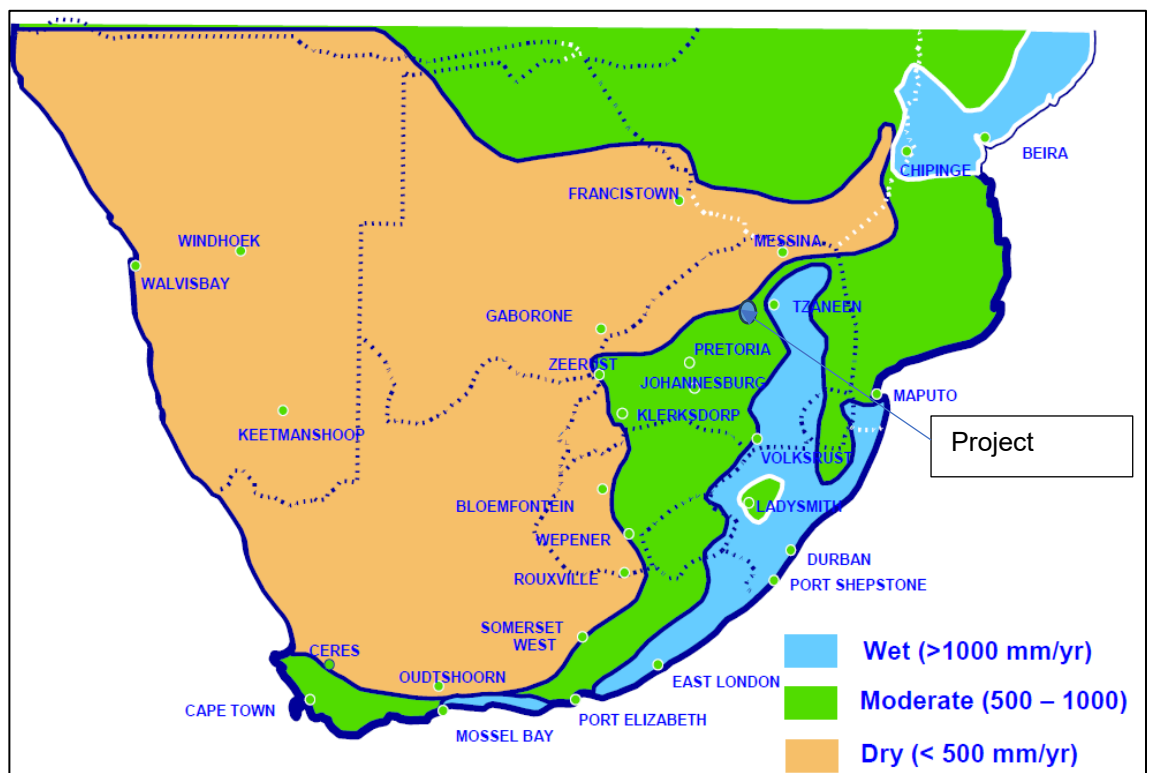




Figure **Error! No text of specified style in document.-5: Macro-climatic regions (Rainfall)** of southern Africa (Source: SANRAL)

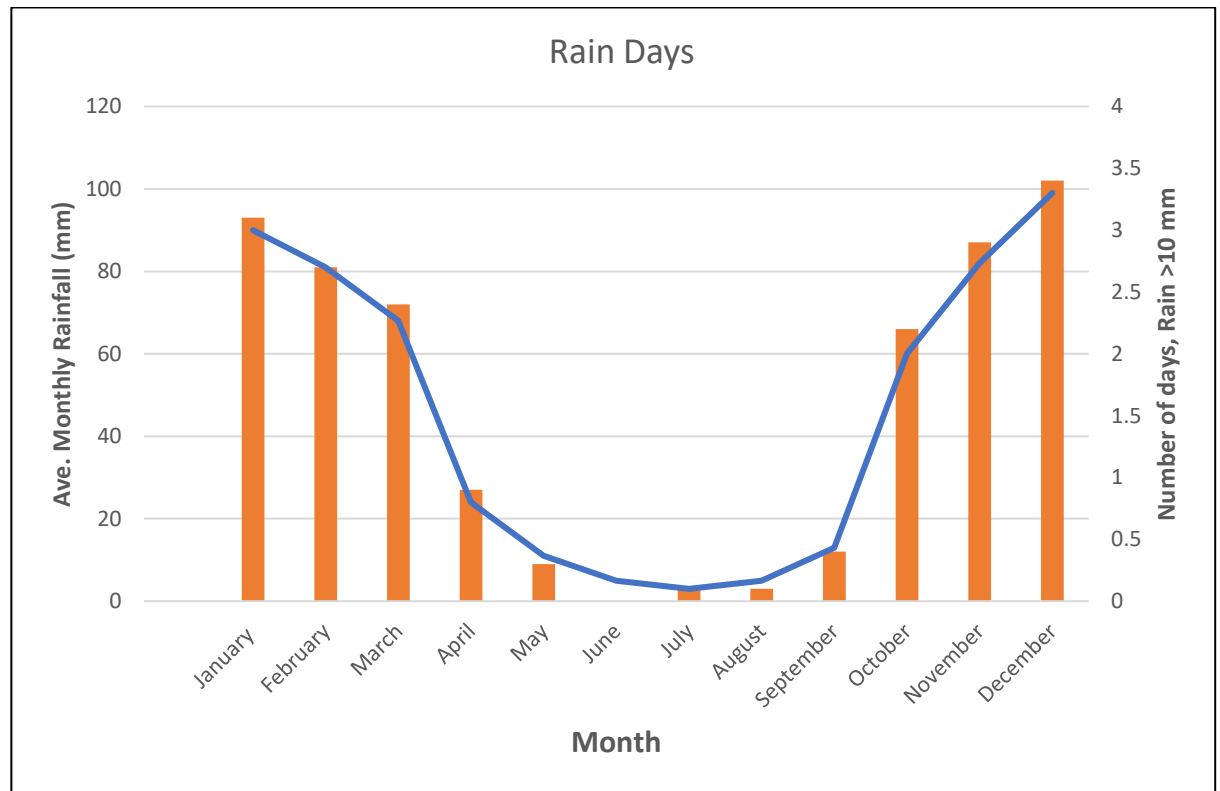


Figure **Error! No text of specified style in document.-6: Average Monthly Rainfall**

Table **Error! No text of specified style in document.-4: Historic Rainfall data for (1981 – 2010) (30 Years)**

Month	Ave. Monthly Rainfall (mm)	Average number of days with rain <=5mm	Average number of days with rain between 5mm and 10mm	Average number of days with rain >= 10 mm	Highest 24-hour rainfall (mm)
January	90	8.00	4.70	3.10	61
February	81	7.10	4.50	2.70	85
March	68	6.10	3.40	2.40	70
April	24	3.00	1.40	0.90	46
May	11	1.40	0.70	0.30	31
June	5	1.00	0.40	0.00	14
July	3	0.70	0.20	0.10	8
August	5	0.70	0.30	0.10	51
September	13	1.40	0.70	0.40	43
October	60	5.60	3.60	2.20	60
November	82	7.80	5.10	2.90	59
December	99	8.90	5.30	3.40	71
Annual Average	541				

**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.

**C4.10 SAFETY PROCEDURES**

Due to the location of the contract in Kagung village, the Contractor ought to familiarise himself with any criminal activities that are likely to take place in the area and price accordingly for such. The Contractor reminded of his responsibility for the protection of the site staff, construction equipment and materials and the public as per Clause 4.8 of the conditions of contract.

**C4.11 OTHER INFORMATION**

No other information is available at this stage

**C4.12 AGREEMENT TO OCCUPY SANRAL'S PROPERTY**

In the event that SANRAL-owned land will be made available for the use of the contractor for his construction camps, offices, stores, workshops and/or testing facilities, the use of such land will not be treated as a lease but will form part of the contract. In this regard the contractor shall complete the prescribed agreement and comply with all the conditions thereof as if it is part of the contract. The Employer's appointed service provider who administers and manages SANRAL owned land, will facilitate the process and the contractor shall liaise and co-operate with the service provider in this regard. The availability of land is indicated below.

#### **C4.13 APPENDICES**

Appendix 1:	Locality Plan
Appendix 2:	Weather Data
Appendix 3:	Traffic Data
Appendix 4:	Roughness Data
Appendix 5:	Agreement to Occupy SANRAL's Property
Appendix 6:	Dispute Adjudication Agreement
Appendix 7:	Imported content.
Appendix 8:	CPG Plan
Appendix 9:	SANRAL Project Liaison Committee Guidelines
Appendix 10:	Proforma subcontract document

The map displays the Tlokoeng Local Municipality and surrounding areas. The project area is highlighted by a red circle around the Tlokoeng town center. Key features include:

- Towns and Villages:** Polokwane, Mankweng, Mmeging, Boyne, Haenertsburg, Laaste Hoop, Ga-Molepo, Lenyenye-A, Mogapeng, Ofcolaco, Trichardtstad, Ga-Sekororo, Ga-Mafefe, Ga-Phala, Moroke, Ga-Kgoete, Ga-Manyaka, Maahas, Alverton, Tubatse, Riba-Cross, Mashamptane, Burgersfort, Manganeng, Mphanama, Ga-Masemola, Thabanapitsi, Khureng, Molapo, Droogte, Magatle, Mphahlele, Serobaneng, Bogalatladi, Zeekoegat, Tsiibeng, Ga-Mathabatha, Ga-Nkoana, Mabopo, Mohlaletse, Ga-Mama, Ga-Chuene, Bergnek, Moletlane, a-Mamogwasa, ahlakgomo, ngapore, Kuschke ture Reserve, Agatha Forest Reserve, Wolkberg Wilderness Area, Lekgalameetse Provincial Park.
- Roads:** R101, R519, R537, R528, R529, R36, R579, R578, R550.
- Natural Reserves:** Kuschke ture Reserve, Agatha Forest Reserve, Wolkberg Wilderness Area, Bewaarkloof Nature Reserve.
- Other Features:** A red circle highlights the project area around Tlokoeng. A red box labeled "Project Area" is placed over the Tlokoeng town center.

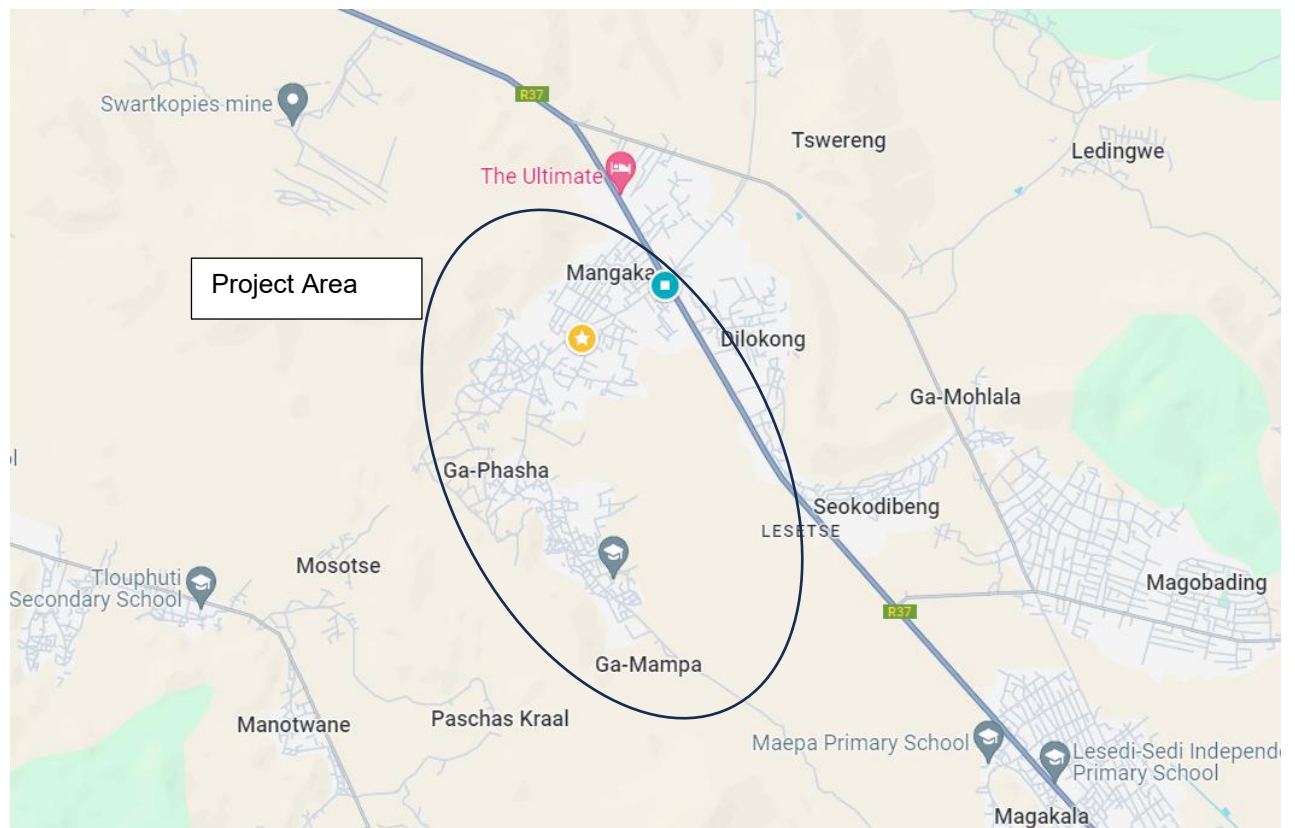


Figure **Error! No text of specified style in document.-7:** Ga Phasha & Ga Mampa villages northwest of Burgersfort town in Limpopo

## APPENDIX 2: WEATHER DATA

Oudestad WB42 1981 to 2010.xls



CLIMATE OF SOUTH AFRICA

WB 42

CLIMATE STATISTICS

1981 - 2010

Number: 05525817

Name: OUDESTAD

 $\phi = 25^{\circ}10'S$  $\lambda = 29^{\circ}19'E$ 

HT: 953m

Period: 1981-2010

TABLE 1 - AIR TEMPERATURE IN DEGREES CELSIUS

	AVERAGE OF DAILY				MAXIMUM (TX) P = 30 Years																MINIMUM (TN) P = 30 Years																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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J	30.9	17.8	24.3	13.1	38.4	93/17	35.1	1.5	18.8	26.7	27.5	27.7	0.0	24.1	16.6	08/10	23.6	92/15	21.0	2.9	1.7	0.0	0.0	0.0	0.0	14.7	11.2	08/01	J																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

TABLE 2 - PRECIPITATION (and FOG), DRY- AND WETBULB TEMPERATURES, RELATIVE HUMIDITY and CLOUD COVER

MONTH		PRECIPITATION (R mm) P = 30 Years										P = 27 Years				TEMPERATURE (°C)										REL HUM (%)				CLOUD (eighths)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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		TOT		FOG		YY/DO		MAX		YEAR		MIN		YEAR		0.1		1		5		10		30		TH		HA		SN		FOG		DRY BULB (P = 30 years)			WET BULB (P = 30 year)			P=30 Years				MEAN		MEAN on the hour																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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**APPENDIX 3: TRAFFIC DATA****Table Error! No text of specified style in document.-5: Traffic Information extracted from RAL website**

Road No	From	Length	From km	To km	Class	Lights	Heavies	AADT	Est Pass	nr	Year
D5013	Start of road	5.82	0	5.811	R4 - District collector	58	15	73	73		2016

**Table Error! No text of specified style in document.-2: 2022 Traffic Information**

Intersection	12-hr Count	% Estimated Night Traffic	Estimated ADT	% HV	ADTT
Intersection 01 ( 24°19'26.42"S 30° 1'4.72"E ) km 6.32	1 646	10%	1 810	8%	145
Intersection 02 ( 24°19'39.97"S 30° 0'43.64"E ) km 5.59	820	10%	902	5%	45
Intersection 03 ( 24°19'53.26"S 30° 0'17.41"E ) km 4.72	850	10%	935	5%	47
Intersection 04 ( 24°20'45.57"S 30° 0'3.96"E ) km 3.02	350	10%	385	5%	20

#### **APPENDIX 4: ROUGHNESS DATA**

Not Applicable



## **APPENDIX 5: AGREEMENT TO OCCUPY SANRAL'S PROPERTY**

### **1. Definitions**

For the purpose of this clause, the following words, phrases and expressions shall have the respective meanings assigned to each of them as set out hereunder:

- 1.1 "Commencement Date" shall mean \*\*\*.
- 1.2 "Designated Person" shall mean an employee, director, agent, independent contractor and/or representative of SANRAL, as the case may be;
- 1.3 "the Property" shall mean the property delineated on the plan annexed hereto marked "Appendix A";
- 1.4 "Termination Date" shall mean \*\*\*.

### **2. Option to occupy the Property**

- 2.1 SANRAL hereby grants the Contractor an option to occupy the Property for the purpose of:
  - 2.1.1 \*\*\*;
  - 2.1.2 \*\*\*.
- 2.2 The Contractor may exercise the option referred to above by notifying SANRAL, within 30 (thirty) days of the Tender Award that it intends to use the Property, failing which this option will lapse and be of no further force or effect.

### **3. Use of the Property**

- 3.1 In the event that the Contractor exercises the option to occupy the Property, it may do so with effect from the Commencement Date,
- 3.2 The Property may not be used for any purpose other than that prescribed above without the prior written approval of SANRAL.
- 3.3 If SANRAL is unable to give the Contractor occupation of the Property on the Commencement Date for any reason whatsoever, whether or not occasioned by the negligence of SANRAL and/or the Designated Person, the Contractor shall have no claim of whatsoever nature against SANRAL or the Designated Person.
- 3.4 SANRAL does not warrant that the Property is or will be suitable for any of the purposes for which the Contractor requires the Property.

- 3.5 SANRAL does not warrant that the Contractor will be granted or provided with any licences, consents, authorities, services or permits in respect of the Property for the proposed use thereof by the Contractor.
- 3.6 The Contractor shall comply with all laws, by-laws and regulations (including but not limited to the requirements of the Occupational Health and Safety Act 85 of 1993) relating to the Property and shall not contravene or permit contravention of any of the conditions of title under which the Property is held by SANRAL or any of the provisions of the town planning scheme applicable to the Property, nor do or cause or permit to be done in or about the Property anything which may be or cause a nuisance or disturbance to occupiers of neighbouring properties.
- 3.7 The Contractor's right to occupy the Property shall terminate on completion of Contract No. \*\*\*.

#### 4. **Electricity, water and other services**

- 4.1 The Contractor may not install or arrange for any services such as water and electricity to be installed on the Property without the prior written consent of SANRAL.
- 4.2 In the event that SANRAL grants the consent referred to above, the Contractor shall be liable for the payment of all amounts due for the consumption of such services on the Property.
- 4.3 The Contractor hereby indemnifies and holds SANRAL harmless against any claim for payment for the consumption of services on the Property or any claim of whatsoever nature arising therefrom.

#### 5. **Exclusion of claims**

- 5.1 The Contractor shall have no remedy against SANRAL and/or the Designated Person:
- 5.1.1 by reason of the Property or any part thereof or any improvement thereto being in a defective condition or in a state of disrepair;
- 5.1.2 in respect of any damage caused to furniture, equipment or any assets of any nature whatsoever kept on the Property by the Contractor, its employees, invitees, agents, directors or representatives;
- 5.1.3 in respect of any claim of whatsoever nature for loss or damages allegedly suffered by the Contractor, its servants, invitees, agents, directors, clients or representatives arising from loss of life and/or injury to persons on the Property.
- 5.2 The Contractor hereby indemnifies and holds harmless SANRAL and/or the Designated Person against any claim arising from the Contractor's occupation of the Property.

**6. Sub-letting**

The Contractor shall not be entitled, except with the prior written consent of SANRAL:

- 6.1 to cede all or any of the rights of occupation of the Property; or
- 6.2 to sublet or give up possession of the Property, in whole or part, to any third party.

**7. SANRAL's Right of Entry**

SANRAL and/or the Designated Person shall be entitled to enter the Property at all reasonable times for the purpose of inspecting it in order to determine that the Contractor is complying with the rights and obligations granted to it with respect to the Property.

**8. Obligation to maintain the Property**

- 8.1 Prior to the Contractor taking occupation of the Property, SANRAL and the Contractor shall jointly inspect the Property.
- 8.2 During such inspection, the Contractor shall record the condition of the Property and any improvements thereto on the Inspection Form attached hereto marked "Appendix B". In the event that the Contractor does not arrange for the completion of such form, the Contractor shall be deemed to have accepted the Property as being without defect and in good order and repair.
- 8.3 At all times during the Contractor's occupation of the Property, the Contractor shall care for and maintain the Property in good order and repair, including any improvements thereto.
- 8.4 On the Termination Date or the date of termination of the Contractor's occupation of the Property, as the case may be, the Contractor shall return the Property and any improvements thereto in good order, condition and repair, fair wear and tear excepted, provided that SANRAL shall not be obliged to compensate the Contractor for any expenditure incurred by the Contractor in complying with the Contractor's obligations of maintenance, repair and replacement provided for herein.
- 8.5 Prior to the date of termination of occupation of the Property by the Contractor, SANRAL and the Contractor shall arrange a joint inspection of the Property and improvements thereto. Such inspection is to take place within a period of 3 (three) days prior to the date of termination with a view to ascertain if there was any damage caused to the Property or improvements thereto before the Contractor vacates the Property. SANRAL and the Contractor shall record the result of their inspection on the Inspection Form annexed hereto marked "Appendix C".
- 8.6 SANRAL and the Contractor shall make reference to the initial Inspection Form attached hereto marked Appendix "B" when undertaking the inspection prior to termination of the Contractor's occupation and shall record any damages or lost items which shall be repaired or replaced by the Contractor before the Contractor vacates the Property.

- 8.7 Should the Contractor fail to repair such damages to the Property or improvements thereto or fail to replace any missing articles, SANRAL may attend thereto and recover the cost thereof from the Contractor.
- 8.8 Should the Contractor fail to respond to SANRAL's request for an inspection, SANRAL shall, on termination of the Contractor's occupation of the Property, inspect the Property within 7 (seven) days from such termination in order to assess any damages or loss which occurred during the Contractor's occupancy, and may recover such loss or damages from the Contractor.

**9. The Contractor's Employees**

- 9.1 The Contractor shall not allow any of its employees and/or their relatives to live on the Property.
- 9.2 The Contractor shall be held liable for all persons entering onto the Property and such persons shall be considered to be under the control of the Contractor.
- 9.3 On the termination of the Contractor's occupation of the Property, the Contractor shall ensure that the Property is returned to SANRAL vacant and free of any unlawful or lawful occupiers.
- 9.4 In the event that any person remains in occupation of the Property on termination of the Contractor's occupation of the Property, and SANRAL is obliged to obtain a Court Order to enable it to evict such person, the Contractor shall be liable for all and any costs in this respect, including but not limited to legal costs and costs for relocating such person.

**10. Remedies for Breach and Cancellation**

Should the Contractor:

- 10.1 fail to comply with any of the terms and conditions relating to its occupation of the Property, as provided for herein; or
- 10.2 abandon the Property,

then, after having received written notification to remedy such breach within 7 (seven) days and having failed to do so, SANRAL shall have the right, but not be obliged to either:

- immediately terminate the Contractor's right to occupy the Property further notice; and/or
- take possession of the Property and claim damages arising from such breaches.

**11. Early Termination of the Right to Occupy**

- 11.1 Notwithstanding the rights granted to the Contractor in terms hereof, the Contractor acknowledges that SANRAL may terminate such rights prematurely in the event that

SANRAL requires the Property for anything related to the construction, maintenance or operation of a national road.

- 11.2 Should SANRAL be required to terminate the Contractor's right of use of the Property, SANRAL shall be required to give no more than 3 (three) months' written notice to the Contractor of the required premature termination, and the Contractor shall:

- 11.2.1 vacate the Property on the premature termination date required by SANRAL;
- 11.2.2 have no remedy against SANRAL as a result of such premature termination or its relocation arising from such premature termination.

**12. Alterations and Improvements**

- 12.1 The Contractor shall not make any alterations or improvements to the Property without SANRAL'S prior written consent.
- 12.2 In the event that SANRAL grants approval for alternations or improvements, this shall not preclude the Contractor from having to obtain any consent or approval that may be necessary from any applicable authority.
- 12.3 SANRAL shall not be liable for compensating the Contractor for the value of any improvements or alterations to the Property.

**13. Development of the Property and/or Underground Services**

- 13.1 SANRAL shall be entitled at any and at all times during the currency of the Contractor's occupation of the Property to affect such alterations, improvements and/or additions to the Property as SANRAL may deem necessary.
- 13.2 The Contractor shall have no claim against SANRAL for compensation, damages or otherwise, by reason of any interference with its occupation of the Property occasioned by any such alterations, improvements and/or additions, or arising from any failure or interruption in the supply of water and/or electricity and/or other services to the Property.
- 13.3 Where relevant, the Contractor shall bear the onus of investigating, at its expense, the existence or otherwise of any live or defunct underground services on or adjacent to the Property by making appropriate enquiries from the local municipality or any other competent authority.
- 13.4 Save in circumstances where SANRAL has in writing agreed to assume specific obligations to deal with underground services, whether live or abandoned, existing on the Property, the Contractor agrees that it shall have no claim whatsoever against SANRAL for the removal and/or modification of any underground services or abandoned services that may exist on the Property, nor for any direct or consequential losses which may be suffered by the Contractor arising out of any removal and/or modification or failure to remove and/or modify any of the said underground services or abandoned services.
- 13.5 SANRAL shall have the right to lay and use or continue using underground services of any nature on or under the Property and may grant such right to any third party without being liable for any loss or damage suffered by the Contractor as a result thereof. The Contractor

shall not in any way, directly or indirectly, interfere or obstruct the laying or using of such underground services. SANRAL and/or any third party shall at all reasonable times have free access of the Property for the purpose of construction, maintenance, repairs, replacement or removal of such services.

14. **General**

- 14.1 No amendment or consensual cancellation of any of the above terms and conditions shall be binding unless recorded in a written document signed by SANRAL and the Contractor.
- 14.2 No extension of time, waiver, indulgence or relaxation or suspension of any of the provisions or terms applicable to the Contractor's occupation of the Property shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL S.002-002-2018/1F

TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

## **APPENDIX 5.1: PLAN OF THE PROPERTY**

## APPENDIX 5.2: PRE-OCCUPATION INSPECTION FORM

### Exterior of the Property:

EXTERIOR	Good	Fair	Poor	None Present
ROOF				
WALLS / FENCE				
GATE				
GUTTERS				
PAVING				
GARDEN (outside taps)				
Carport				
GARAGE				

List other exterior improvements or defects not indicated above:

---



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**Improvements on the Property:**

EXTERIOR	Good	Fair	Poor	None Present
GUTTERS				
PAVING				
OUTSIDE TAPS				
Carport				
GARAGE				
ROOMS OR OFFICES				
PARTITIONING				
FLOOR COVERING				
WALL COVERING				
CEILING				
KITCHEN				
BATHROOM & TOILET				
SECURITY GATE				
BURGLAR PROOFING				
INTERIOR DOORS				
EXTERIOR DOORS				
LOCKS				
LIGHT FITTINGS				

**Details of any other improvements:**


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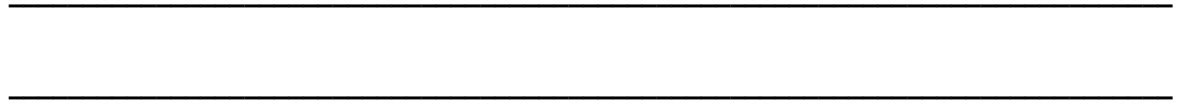


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**Occupancy Status:**

☐ Verified – No occupants found on the Property.

☐ Illegal occupants: *Full details of location and names (add page with details)*

SIGNED AT: ..... ON THIS ..... DAY OF ..... 20 ....

.....  
SIGNATURE

.....  
SIGNATURE

.....  
FULL NAME OF SANRAL'S REPRESENTATIVE

.....  
FULL NAME OF CONTRACTOR'S  
REPRESENTATIVE

### APPENDIX 5.3: PRE-TERMINATION INSPECTION

a. Verify if the status or condition of any of the items as listed during the Pre-occupation inspection have changed. If so, furnish full detail, costs to repair damages and/or replace lost keys, etc.

b. Results:

☐ Property inspected – No damages found

**OR**

☐ Damages found – The following must be repaired or replaced:

ITEM TO BE REPAIRED / REPLACED	REPAIR?	REPLACE?	COST

☐ Property inspected: Property vacant

**OR**

☐ Property inspected: Property not vacant:

Number of persons remaining on Property: .....

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

SIGNED AT: ..... ON THIS ..... DAY OF ..... 20 .....

.....

SIGNATURE

.....

SIGNATURE

.....

FULL NAME OF SANRAL'S REPRESENTATIVE

.....

FULL NAME OF CONTRACTOR'S  
REPRESENTATIVE

**APPENDIX 6: DISPUTE ADJUDICATION AGREEMENT**

**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**

- 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 1<sup>st</sup> 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 12<sup>th</sup> 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 7<sup>th</sup> 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

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

.....  
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:

- |                                                                       |                                                                     |
|-----------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council            | <input type="checkbox"/> an employee of any department, national or |
| <input type="checkbox"/> a member of any provincial legislature       | provincial public entity or constitutional                          |
| <input type="checkbox"/> a member of the National Assembly or the     | institution within the meaning of the Public                        |
| National Council of Province                                          | Finance Management Act, 1999 (Act 1 of                              |
| <input type="checkbox"/> a member of the board of directors of any    | 1999)                                                               |
| municipal entity                                                      | <input type="checkbox"/> a member of an accounting authority of any |
| <input type="checkbox"/> an official of any municipality or municipal | national or provincial public entity                                |
| entity                                                                | <input type="checkbox"/> 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:

- |                                                                 |                                                                  |
|-----------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council      | <input type="checkbox"/> an employee of any department, national |
| <input type="checkbox"/> a member of any provincial legislature | or provincial public entity or constitutional                    |

- ☐ 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
- 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

.....  
Position      Name 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 7: 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 3 <sup>rd</sup> party										R0	

C. Imported by a 3 <sup>rd</sup> 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 3 <sup>rd</sup> 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 3 <sup>rd</sup> 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.:		<b>Note: VAT to be excluded from all calculations</b>
(E2)	Tender Description:		
(E3)	Designated Product(s):		
(E4)	Tender Authority:		
(E5)	Tendering Entity Name:		

<b>Local Products (Goods, Services and Works)</b>	<b>Description of items purchased</b>	<b>Local suppliers</b>	<b>Value</b>
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<b>(E9) Total local products (Goods, Services and Works)</b>			<b>R 0</b>
<b>(E10)</b>	<b>Manpower costs</b>	(Tenderer's manpower cost)	<b>R 0</b>

(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
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(E12)	<b>Administration overheads and mark-up</b>	(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 exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

**Dr Tebogo Makube**

Chief Director: Industrial Procurement

**Tel:** 012 394 3927

**E-mail:** tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

**Patricia Khumalo**

**Tel:** 012 394 1390

**E-mail:** khumaloP@thedti.gov.za.



Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000

the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, [www.thedti.gov.za](http://www.thedti.gov.za)

## 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.)

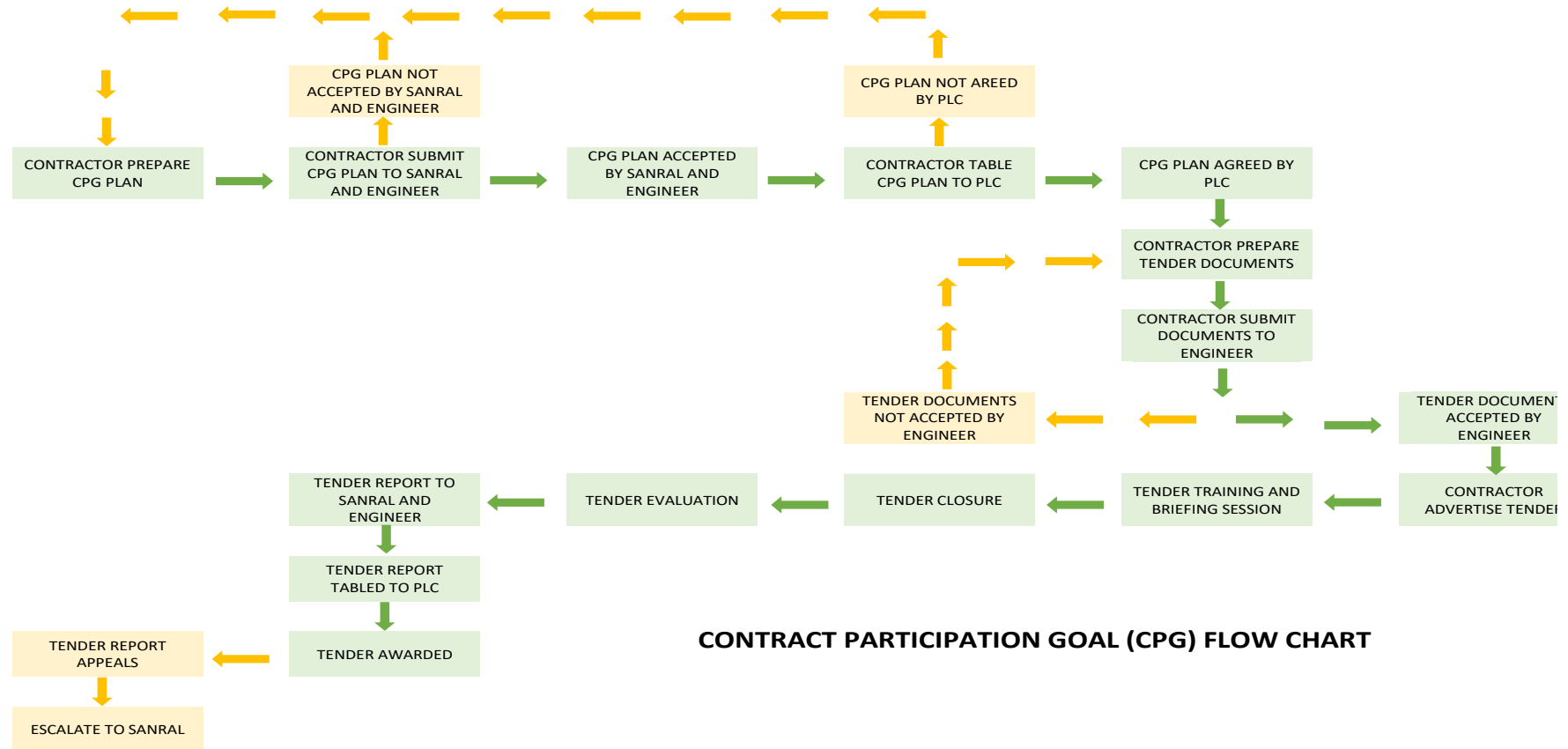
**E12. Administration overheads and mark-up:**

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 8 - CONTRACT PARTICIPATION GOAL (CPG) PLAN FORMAT



**CONTRACT PARTICIPATION GOAL (CPG) FLOW CHART**

*Contractor Logo and details*

**Contract Participation Goal Plan**

*SANRAL Contract Number: S.002-002-2018/1*

*Contract Name: Training and Construction Management of communities and Smme Contractors in Kagung for Pedestrian Facilities and Service Roads to Consolidate the access to the N14 section 8 between km 12.91 and km 14.254*



Author:

Date:

Version



**1. INTRODUCTION****2. OBJECTIVE****3. TARGETED ENTERPRISES**

a. List of Work Packages for Targeted Enterprises

b. List of Work Packages for Main Contractor

**Table 1: CPG Expenditure Breakdown**

<b>Project Number</b>				
<b>Project Name</b>				
<b>Designated Groups</b>	<b>Final Contract Value</b>	<b>R</b>		
	<b>Min (TE) CPG Target</b>	<b>%</b>		
	<b>Min (TE) CPG Target Amount</b>	<b>R</b>		
<b>Description of CPG Category</b>	<b>CPG Target as per Contract</b>		<b>CPP Planned Achievement</b>	
	<b>Min. Target % as per Contract</b>	<b>Target Amount</b>	<b>Min. Allocated % as per Market Analyses</b>	<b>Expected Amount</b>
<b>Targeted Labour (TL)</b>	<b>Min. xx% of Final Contract Value</b>	<b>R</b>	<b>%</b>	<b>R</b>
Youth				
Women				
Disabled				
Other				
<b>Targeted Enterprise (TE)</b>	<b>Min. xx% of Final Contract Value</b>	<b>R</b>	<b>%</b>	<b>R</b>
Youth				
Women				
Military Veterans				
Disabled				
CIDB 1 and 2				
CIDB 3 and 4				
Other				

## c. Breakdown of Work Packages

The table below describes the work package breakdown with reference to Designated Groups and Functionality:

**Table 6: 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 %																

- d. Schedule of works and CPG Expenditure Plan
- i. Schedule of work (Insert Programme)
- ii. CPG Expenditure Plan

**Table 3: Example: CPG Expenditure Plan**

<b>Planned CPG Expenditure</b>					
<b>Final Contract Value</b>	R 100 000 000				
<b>CPG (TE) Value</b>	R 30 000 000				
<b>Timeline</b>	<b>2021/2022</b>	<b>2021/2022</b>	<b>2021/2022</b>	<b>2021/2022</b>	<b>Total</b>
<b>Project Expenditure</b>	R 20 000 000	R 30 000 000	R 30 000 000	R 20 000 000	R 100 000 000
<b>Work Packages (CPG %) Expenditure</b>	R 6 000 000	R 9 000 000	R 9 000 000	R 6 000 000	R 30 000 000
<b>Cumulative % Spend</b>	20%	50%	80%	100%	
<b>Cumulative Amount Spend</b>	R 6 000 000	R 6 000 000	R 6 000 000	R 6 000 000	R 6 000 000
<b>Package 1</b>	R 2 000 000				
<b>Package 2</b>	R 2 000 000				
<b>Package 3</b>	R 2 000 000				
<b>Total</b>	<b>R 6 000 000</b>	R	R	R	R

- e. Targeted Enterprises Procurement Program

**Table 4: Example: Targeted Enterprise Procurement program**

<b>Item</b>	<b>Activity Name</b>	<b>Duration (Days)</b>	<b>Start</b>	<b>Finish</b>

- f. Procedures for Targeted Enterprises Sub-contracting (*As Per Section D1000 of the Specifications*)
- i. Tender Preparation
  - 1. Compilation of TE Work Packages
  - 2. Establishment of a Help Desk
  - 3. Market Analysis and Resources and Skills Audit

4. Compilation of Tender Documents
- ii. Tender Process
  1. Advertising of Works Packages
  2. Tender Briefing Sessions
  3. Minimum Tender Submission Documents
  4. Tender Closure and Opening of Tenders
- iii. Tender Evaluation
  1. Eligibility
  2. Functionality
  3. Price and Preference
  4. Compliance Check
- iv. Appointment of Successful Targeted Enterprise
  1. Price and Rates Discussion
  2. Sub-contract Agreement

#### 4. TARGETED LABOUR

- a. Appointment of Targeted Labour

#### 5. TRAINING DEVELOPMENT AND IMPLEMENTATION PLAN

- a. General Overview
- b. Purpose of the Training Interventions
- c. 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							

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5							
Etc.							

The table below depicts the proposed training for the Targeted Labour.

**Table 6: Proposed Targeted Labour Training**

<b>Training Summary</b>							
<b>No.</b>	<b>Course Content</b>	<b>Facilitator or Mentor</b>	<b>No. of Participants</b>	<b>Duration of the Course</b>	<b>Training Type</b>	<b>Start Date</b>	<b>Comments</b>
1							
2							
3							
4							
5							
Etc.							

- d. Training Methodology
- e. Selection of Participants
- f. Targeted Participants
- g. Training Materials
- h. Training Times
- i. Training Implementation Plan
- j. Supporting Documents

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL S.002-002-2018/1F

TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

## **APPENDIX 9: SANRAL PROJECT LIAISON COMMITTEE GUIDELINES**

## FORM A1: PROJECT LIAISON COMMITTEE – MEMBER NOMINATION FORM

### Notes to Nominators and Nominees:

- c) General Principles of Membership:
  - i) Membership is open to any person residing within the boundaries of the Project Area and that are duly nominated by their constituency.
  - ii) Persons nominated as co-opted members do not necessarily have to reside within the boundaries of the Project Area (see explanation in c) below).
  - iii) The nomination process will be conducted in consultation with the Local Municipalities within the Project Area.
- d) Nominations for Membership
  - i) Nominators will submit this prescribed nomination form and include the following information:
    - a. Name of the nominee,
    - b. Name of the proposer and five (5) seconders,
    - c. Residential address of the nominee,
    - d. Constituency whom the nominee will represent, and
    - e. Acceptance of nomination by the nominee.
- e) Co-opted Members
  - i) Co-opted members are members that the PLC chooses to add in addition to PLC members selected through the representative nomination process.
  - ii) Co-opted members may include a PLC member from the RRM PLC within the Project Area, Councillors, and specialists such as environmental specialists, etc.
  - iii) Co-opted members will have limited participation rights in PLC meetings, will not have voting rights and will not receive any seating allowance for participating in the PLC meeting.
- f) Duration of Membership
  - i) The duration of a nominee's membership of the PLC will depend on the duration of the project or the duration of the PLC, whichever occurs first.
  - ii) A nominee's membership will end with immediate effect in terms of the Rules of Engagement for PLC members.

### 1. Details of individual or organisation making the nomination:

I, ....., representing .....

hereby nominate .....

to be a member of the PLC for Project .....

.....

Signature ..... Date .....

**2. Details of the seconders (individuals supporting the nomination):**

	Name	Surname	Organisation	Signature
1				
2				
3				
4				
5				

**3. Details of the individual accepting the nomination (nominee):**

<b>Name and Surname</b>	
<b>Organisation</b>	
<b>Residential Address</b>	
<b>Ward Number</b>	
<b>Municipality</b>	

I, ....., I.D. number .....

hereby accept the nomination to be a member of the PLC for Project .....

.....

I further accept to be bound by the rules, responsibilities and duties prescribed for the Project Liaison Committee Members and the Project Liaison Officers and will always act in good faith.

Signature ..... Date .....

**Witnesses:**

Name and Surname ..... Signature .....

Name and Surname ..... Signature .....



## **FORM A2: PROJECT LIAISON COMMITTEE – RULES, RESPONSIBILITIES AND DUTIES (Derived from D1004.03)**

The PLC is the official communication channel through which SANRAL, the 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.

### **1. Establishment of the PLC**

The PLC will be established prior to commencement of the Contract or as soon as possible by SANRAL. The PLC consists of SANRAL, the Engineer, Contractor and representatives of project Stakeholders and affected Communities. To ensure that all relevant Stakeholders are represented in the PLC, SANRAL 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 been 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:

- a) A PLC member from the relevant RRM PLC.
- b) Local Municipality LED Office.
- c) Traditional leadership representation.
- d) Forums representing people with disabilities.
- e) Forums representing women.
- f) Forums representing youth.
- g) Forums representing business sector.
- h) Forums representing transport sector.
- i) Any other Stakeholder forum/organisation recognised by SANRAL and the Local Municipality's LED Office.

Every forum/organisation/constituency may have one (1) representative on the PLC, which representation will 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.

### **2. Seating Allowance for PLC Members**

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

Provision has been made in the Contract for a seating allowance (stipend) to PLC members for actual costs incurred in executing their PLC duties (other than time or work 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 will be increased annually based on the CPI figure contained in Table B2 of Statistical Release P0141 by StatsSA.

### **3. Induction of the PLC**

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SANRAL will conduct an induction meeting with the PLC to acquaint PLC members with the following information:

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

## **2. 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.

### **a) General Matters and Membership**

- i) A PLC member may not be a politically elected representative, and political party representation will not be allowed in the PLC.
- ii) Ward Councillors may interact with the project team through the Mayor's Office.
- iii) If required, and in consultation with SANRAL, 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.

### **b) Term of Office for the PLC**

- i) The duration of PLC members' participating in the PLC (term of office) shall depend on the duration of the project.
- ii) If SANRAL 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.

### **c) Targeted Enterprise and Targeted Labour**

PLC members shall:

- i) 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.
- ii) not have private or business interests in any of the sub-contract tenders tabled to the PLC or considered in this Contract.
- iii) 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 construed 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.
- iv) 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.

- v) 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).
  - vi) 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.
- d) Confidentiality
- i) 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.
  - ii) Information for public dissemination shall be clearly indicated by the committee to ensure that sensitive information is only disseminated to the correct audience.
- e) Removal from Office
- i) 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 SANRAL.
  - ii) SANRAL reserves the right to recover any costs from PLC 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 it believe that such an action is in its best interest, or that of the project. SANRAL will not be obliged to reconstitute the PLC if such a dissolution occurs.

### 3. Responsibilities and Duties of the PLC

The PLC will 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 will execute the following duties:

- a) Project Design Stage
- i) 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.
  - ii) Peruse the Project Liaison Committee rules, responsibilities and duties outlined in this Form and agree on the rules, responsibilities, and duties of, and procedures to be followed by, the PLC to fulfil its duties.  
**Note:** The principles outlined in this Form shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
  - iii) Act in accordance with the agreed terms of reference for the PLC.
  - iv) Inform SANRAL of any training that project Stakeholder and affected Community representatives of the PLC require to execute their duties.
  - v) Assist the Engineer to source suitable candidates, based on SANRAL's qualifying criteria, for the position of PLO.

- vi) 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.
- vii) 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.
- viii) Assist the Engineer to identify the project's Target Groups for inclusion in the Tender Documents and agree to and support the identified Target Groups.

b) Project Construction Stage

- i) Meet formally prior to SANRAL'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.
- ii) Assist the Contractor to establish the selection criteria and process to employ Targeted Labour
- iii) Assist the Contractor to identify the eligibility, functionality, preference, and compliance criteria to select and sub-contract Targeted Enterprises.
- iv) Agree to and support 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.
- v) 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 SANRAL's Policies.
- vi) 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 SANRAL's employment and sub-contracting requirements.
- vii) 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.
- viii) Verify that training and skills development programmes, which the Contractor committed to, are implemented, and executed as approved and intended.
- ix) Inform the entities whom they represent of any project matters which the respective party to the PLC wishes to communicate with each other.
- x) 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.
- xi) Inform the Contractor of Stakeholder and/or Community requests and/or needs, which could possibly be addressed within the project's Scope of Work.
- xii) Inform the SANRAL, the 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.
- xiii) Agree on a dispute resolution mechanism to resolve any disputes that may arise between the parties to the PLC.
- xiv) 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.

#### 4. PLC Meetings

- a) Frequency
  - i) Meetings will be conducted monthly or as required by the Stakeholders or the project matters.
- b) Notice of meetings
  - i) The notice of the PLC meeting shall be given at least seven (7) calendar days prior to the meeting date.
  - ii) 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.
  - iii) Where a PLC member has missed any meeting, he/she bears the onus of establishing the date and venue of the next meeting.
- c) 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.
- d) 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.
- e) Chairperson
  - i) PLC meetings shall be chaired by SANRAL which will typically be the SANRAL's Project Manager, or a SANRAL staff member with decision-making delegation, or the Engineer.
  - ii) The Chairperson shall:
    - a. chair all meetings of the PLC,
    - b. co-ordinate all the activities of PLC,
    - c. ensure that members are fulfilling their tasks as assigned by the PLC,
    - d. see to the execution of decisions taken by the PLC,
    - e. ensure the validity of members' claim for allowance,
    - f. ensure compliance of all activities of the PLC with current rules, law and general SANRAL policy, and
    - g. be a co-signatory to all official documents of the PLC.
- f) Secretariate
  - i) The Engineer's staff shall provide a secretarial service to take minutes of PLC meetings.
  - ii) Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.
- g) Quorum
  - i) The quorum for PLC meetings shall be constituted by 50%+1 ratio excluding co-opted members.
- h) Apologies and Non-attendance
  - 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.
  - iii) 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.
- i) 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.
- j) Other
  - i) The PMT shall provide a finger lunch for PLC members at PLC meetings.

## 5. Amendments or Additions


The rules, responsibilities, and duties for PLC members in this Form are adopted and will be in force with effect from this ..... day of ..... 20.....

	Name and Surname	Signature	Date
Accepted for SANRAL			
Accepted for Engineer			
Accepted for Contractor			
Accepted for PLC			

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SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

Accepted by PLC			
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**FORM A3: CHECKLIST – PROJECT LIAISON COMMITTEE – MEMBER APPOINTMENT****Notes:**

- a) The checklist consists of several sections. Only print the relevant sections.
- b) Indicate what has been completed and sign off at the end.
- c) While other individuals can assist in this process, the Project Manager (PM) remains accountable for all deliverables.
- d) All forms/records to be kept by the PM and availed to line management upon request.

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
A3.1	PLC Member Appointment:				
1	Nomination forms completed.	a)	Form must indicate the nominee and the individual or organisation making the nomination.	Stakeholder Coordinator (SC) /Contracts Engineer (CE)	
		b)	Forms circulated with the assistance of Municipality's LED office.	SC/CE	
		c)	All completed forms collected from the Municipality's LED office.	SC/CE	
2	Members selected.	a)	Confirm the membership of the PLC.	SC/Project Management Team (PMT)	
		b)	Where there are multiple entries, the team can select the member with the highest number of nominations.	SC/PMT	
		c)	Where there is an equal number of nominations, the team will request the nominating organisation to confirm the member who should join the PLC.	SC/PMT	
		d)	The last alternative is to allow for a snap election in a community meeting.	SC/PMT	
		e)	Communicate the PLC membership to	SC/PMT	

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
			the affected stakeholders.		
3	Formal appointment to PLC signed.	a)	Ensure that the PLC membership is confirmed in line with Form A3.2	SC/Project Manager (PM)	
		b)	All members must be provided with a copy of the PLC Duties and Responsibilities (extract from D1004.03). The signed duties and responsibilities must be scanned and shared with all members. The PM retains a copy for future reference.	SC/PMT	
		c)	Document must be signed again when the membership changes. The PM must add the version of the document to ensure that the various versions can be tracked.	PM	
<b>Stakeholder Coordinator:</b>					
<b>Name</b>		<b>Sign</b>		<b>Date</b>	
<b>Project Manager:</b>					
<b>Name</b>		<b>Sign</b>		<b>Date</b>	

**FORM A3.2: PROJECT LIAISON COMMITTEE – MEMBER LIST**

No.	Sector/Entity/Forum	Name and Surname	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

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TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

20			
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**FORM A4: CHECKLIST – PROJECT LIAISON OFFICER – APPOINTMENT****Notes:**

- a) The checklist consists of several sections. Only print relevant sections.
- b) Indicate what has been completed and sign off at the end.
- c) While other individuals can assist in this process, the Project Manager (PM) remains accountable for all deliverables.
- d) All forms/records to be kept by the PM and availed to line management upon request.

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
A4	PLO Appointment:				
1	Post advertised in local media.	a)	Job profile prepared.	CE/PMT	
		b)	Post advertised in the media.	CE/PMT	
		c)	Copy of advert kept on file.	CE/PMT	
2	Shortlisting completed.	a)	All CVs received collated.	CE/PMT	
		b)	Shortlisting done by the PMT.	CE/PMT	
		c)	PLC provided with the final shortlist.	CE/PMT	
3	Interviews held.	a)	Candidates invited.	CE/PMT	
		b)	Interview grid prepared.	CE/PMT	
		c)	The PLC can nominate a member to sit on the interview panel as an observer to ensure transparency in the process.	CE/PMT	
		d)	Formal interviews carried out.	CE/PMT	
		e)	Interview scores collated.	CE/PMT	
4	Formal appointment of PLO.	a)	PLO appointment letter issued.	CE	
		b)	PLO employment contract signed.	CE	

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TRAINING AND CONSTRUCTION MANAGEMENT OF COMMUNITIES AND SMME CONTRACTORS ON GA-MAMPA  
SERVICE ROAD TO NATIONAL ROAD R37 SECTION 1

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
		c)	PLO performance agreement signed.	CE	
<b>Stakeholder Coordinator:</b>					
Name		Sign		Date	
<b>Project Manager:</b>					
Name		Sign		Date	

**FORM A5: CHECKLIST – PROJECT LIAISON COMMITTEE – MEETINGS****Notes:**

- a) The checklist consists of several sections. Only print relevant sections.
- b) Indicate what has been completed and sign off at the end.
- c) While other individuals can assist in this process, the Project Manager (PM) remains accountable for all deliverables.
- d) All forms/records to be kept by the PM and availed to line management upon request.

Form No.	Item	Explanatory Note for Compliance Check	Responsibility	Complete (Yes/No or N/A)	
<b>A5</b>	<b>PLC Meeting Checklist:</b>				
<b>1</b>	<b>Attendance register completed.</b>	a)	All members of the PLC to sign the attendance register in ink.	PLO/PM	
		b)	Where meetings are on an online platform such as MS Teams, the attendance list must be downloaded from that platform.	PLO/PM	
<b>2</b>	<b>Quorum met.</b>	a)	The quorum for PLC meetings shall be constituted by 50% + 1 ratio excluding co-opted members.	PLO/PM	
<b>3</b>	<b>Agenda approved.</b>	a)		PM	
<b>4</b>	<b>Previous minutes approved.</b>	a)	Minutes must be prepared, signed off and dated by the Chairperson at the following meeting.	PLO/PM	
<b>5</b>	<b>Minutes and resolutions captured.</b>	a)		RE/PLO	
<b>6</b>	<b>Declaration of interest completed.</b>	a)	All members of the PLC to sign the DoL in ink.	PLO/PM	
<b>Stakeholder Coordinator:</b>					
<b>Name</b>		<b>Sign</b>		<b>Date</b>	
<b>Project Manager:</b>					
<b>Name</b>		<b>Sign</b>		<b>Date</b>	

EDMS#6462666v3

**FORM A6: PROJECT LIAISON COMMITTEE – DECLARATION OF INTEREST**

**Notes:**

- a. This declaration of interest shall be signed by all attendees at every PLC meeting.

<p><b>THE SOUTH AFRICAN NATIONAL ROADS AGENCY LTD</b></p> <p><b>PROJECT LIAISON COMMITTEE - DECLARATION OF INTEREST</b></p> <p>We, as members of the PLC and persons present in the meeting, hereby solemnly swear and declare that we have no private or business interest or stake in any of the Work Packages or Tender Reports tabled here today or to be discussed in this project.</p> <p>If one of us is of the opinion/view that some people may, rightly or wrongly construe as improper/irregular, his/her participation/involvement in deliberations that may lead to the award of a tender to a tenderer known to him/her, that person shall then recuse himself/herself from the proceedings/discussions that deal with that Work Package or Tender Report. Additionally, such a member shall recuse himself/herself from the operations of this PLC going forward and shall cease to be a PLC member for this project.</p> <p>We certify that we, during the process neither deliberately favoured nor prejudiced and person or tenderer, as intended or contemplated in treasury Regulation 16, A8.3 (a), (b) &amp; (c).</p> <p>We further accept that all information, documentation, and decisions regarding any matter serving before the Committee are confidential. We, therefore, undertake not to communicate decisions/discussions of the meeting to external or internal parties unless so directed and approved by the Project Manager.</p>		
<b>Members</b>	<b>Signature</b>	<b>Date</b>



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**FORM B: CHECKLIST – TARGETED ENTERPRISE TENDERING PROCESS**

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
B1	Target Area:					
1	Target Area Defined by PLC.	a)	Target Area for Targeted Labour and Targeted Enterprises identified and disseminated to the PLC.	PLO/PM		
		b)	Target Groups identified and disseminated to the PLC.	PLO/PM		
2	Database of Contractors and Suppliers.	a)	Database criteria setup and disseminated to the PLC.	PLO/PM		
		b)	Signed off database criteria handed over to PLC.	PLO/PM		
B2	Tender Phase:					
1	Tender Advert.	a)	Copy of advert on file.	Contractor		
		b)	Proof of publication in selected local publications.	Contractor		
		c)	Proof of publication on SANRAL website.	Contractor		
2	Tender Document.	a)	Copy of specification available on file, copy of the Tender CD, or printed.	Contractor		
3	Clarification Meeting Attendance register.	a)	Attendance register signed by all attendees of the clarification meeting	Contractor		

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
4	Clarification Meeting Minutes.	a)	Minutes must be prepared, signed off and dated by the Chairperson within 14 days of the date of the meeting	Contractor		
5	Clarification Meeting Presentation.	a)	Copy of the presentation on file.	Contractor		
6	Addenda	a)	All addenda issued must be recorded on the file.	Contractor		
		b)	Proof (e-mail) of those persons that the addenda was sent to (if applicable).	Contractor		
7	Register of tenders issued (if applicable).	a)	Record the names of persons / companies that collected tender documents (website/by hand).	Contractor		
B3	Tender Opening:					
1	Register of Tenders Received.	a)	Record the names of persons / companies that submitted tender offers.	Contractor		
2	Tender Opening, Declaration of Interest.	a)	Declaration by SANRAL officials at the opening.	Contractor		
3	Tender Opening, Attendance Register.	a)	Record the names of persons present at the opening of tenders.	Contractor		
4	Register for late tenders received.	a)	Record names and time of late tenders received.	Contractor		
5	Tender Opening, Opening Data.	a)	Register of the opening of the Technical Offer on the Tender Data sheet.	Contractor		
B4	Tender Evaluation:					

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
1	Extension of validity period.	a)	Confirmation of issue of letters of extension of validity period.	Contractor		
		b)	Confirmation of response on extension of validity period by the bidders.	Contractor		
2	Declaration of Interest.	a)	All members of the Bid Evaluation Committee to sign the DoI in ink.	Contractor		
3	Attendance Register.	a)	All members of the BEC to sign the attendance register in ink.	Contractor		
4	Minutes	a)	Minutes must be prepared, signed off and dated by the Chairperson within 14 days of the date of the meeting.	Contractor		
5	Signed evaluation report.	a)	Report signed by the Chairperson of the BEC detailing deliberations and discussions of the BEC meeting.	Contractor		
6	PPPFA Scoring sheet	a)	Scoring sheet detailing the scores of all tenders evaluated as per the PPPFA.	Contractor		
7	CSD Compliance Report.	a)	Printout of the CSD Report for compliance verification for the successful tenderer.	Contractor		
8	CIDB grade confirmation (if applicable).	a)	Verification of active status.	Contractor		
		b)	JV calculator for Joint Ventures.	Contractor		
9	B-BBEE Certificate.	a)	B-BBEE Certificate of winning tenderer on file for verification of preference points.	Contractor		

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
10	<b>SANRAL List of Restricted Bidders.</b>	a)	Verification that the winning tenderer is not restricted from doing business with SANRAL.	Contractor		
11	<b>Clarification correspondence after tender closing (individual tenderers or all).</b>	a)	All correspondence relating to RFT correction of arithmetic errors/balancing of rates etc.	Contractor		
12	<b>Report for the award of the contract.</b>	a)	Report detailing information from tender phase to evaluation phase, and a recommendation with motivation for the approval of the winning tenderer.	Contractor		
13	<b>Review Report.</b>	a)	Receive high level reports and ensure transparency in the appointment of Targeted Enterprises. The reports must exclude sensitive evaluation information.	PLC /PLO/PM	Report not to be supplied to PLC*.	
<b>B5</b>	<b>Award of Contract:</b>					
1	<b>BAC Declaration of Interest.</b>	a)	All members of the BAC to sign the DoI in ink.	Project Bid Adjudication Committee Secretariat (PBAC)		
2	<b>BAC Attendance Register.</b>	a)	All members of the BAC to sign the attendance register in ink.	PBAC Secretariat		
3	<b>BAC Minutes.</b>	a)	Minutes must be prepared, signed off and dated by the Chairperson within 14 days of the date of the meeting.	PBAC Secretariat		

Form No.	Item	Explanatory Note for Compliance Check		Responsibility		Complete (Yes/No or N/A)	Source Document
C	Contract Administration Phase						
1	Letter of award / Letter of Acceptance.	a)	Copy of letter issued to the successful bidder.	Contractor			
2	Letters to unsuccessful bidder(s).	a)	Standard letter informing unsuccessful bidders of the tender outcome with proof of emails.	Contractor			
3	Publication of award, within 7 working days from date of award.	a)	Proof of publication on SANRAL website.	Contractor / PLO / Project Manager			
4	Contract document.	a)	Original signed contract on file.	End-User / Contractor			
5	Closure of contract.	a)	Copy of close-out report (SIPDM).	End-User / Contractor			
6	Performance report (for Engineering contracts).	a)	Copy of contractor performance report.	End-User / Contractor			
Project Manager:							
Name		Sign		Date			

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## **APPENDIX 10: PROFORMA SUB-CONTRACT DOCUMENT FOR TARGETED ENTERPRISES**

<https://docs.nra.co.za/otcs/cs.exe/link/19334307>

**(login required)**

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# **ANNEXURES TO CONTRACT DOCUMENT**

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FORM A3.2 (SBD9):	CERTIFICATE OF INDEPENDENT TENDER
FORM A3.3 (SBD8):	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM A3.4:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM A3.5 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM A3.6:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE
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FORM C3:	ORGANISATIONAL STRUCTURE
FORM C4:	KEY PERSONNEL EXPERIENCE - CONTRACTS MANAGER
FORM C5:	KEY PERSONNEL EXPERIENCE - CONTRACTOR'S REPRESENTATIVE
FORM C6:	KEY PERSONNEL EXPERIENCE - CONSTRUCTION HEALTH AND SAFETY OFFICER (CHSO) WITHIN COMPANY
FORM C7:	KEY PERSONNEL EXPERIENCE - TARGETED GROUP DEVELOPMENT COORDINATOR
FORM C8:	REGISTERED PERSON WITHIN THE COMPANY
LETTER OF ACCEPTANCE BY SANRAL	
LETTER OF ACKNOWLEDGEMENT BY CONTRACTOR	

### Note to tenderer:

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